AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
NOVEMBER 17, 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. PROCLAMATION / PRESENTATION

4.1 **PROCLAMATION - "RIGHT WHALE MONTH"** - *Recognizes November, 2020, as "Right Whale Month." Right Whale Festival organizer Ms. Cheryl Munday and Ms. Lori Miller will be present to accept the Proclamation.*

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

5. CITY COMMISSION DISCUSSION

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

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

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

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

5.5 **COVID-19**

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

7. CONSENT AGENDA

8. RESOLUTIONS

8.1 *(Quasi- Judicial)* **HISTORIC DISTRICT COUNCIL APPEAL – FIRST PRESBYTERIAN CHURCH** – RESOLUTION 2020-171 (APPROVING OR DENYING) APPEAL FILED BY RICE ARCHITECT, AGENT FOR FIRST PRESBYTERIAN CHURCH, REGARDING THE DECISION OF THE HISTORIC DISTRICT COUNCIL FOR CASE #2019-37, IN ACCORDANCE WITH CITY LAND DEVELOPMENT CODE SECTION 8.03.09; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves or denies the appeal filed by Rice Architect agent for First Presbyterian Church for HDC Case #2019-37.*

8.2 **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.*

8.3 ***RECONSIDERATION* - 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.*

8.4 **HOLIDAY SPECIAL EVENT APPROVAL-** RESOLUTION 2020-172 APPROVING/CANCELING CERTAIN HOLIDAY SPECIAL EVENTS WITH CONDITIONS FOR THE REMAINDER OF THE 2020 CALENDAR YEAR; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves 2 annual special holiday events to occur in downtown as long as certain health and safety measures are met.*

8.5 **PROPOSAL APPROVAL - WEATHERPROOFING TECHNOLOGIES, INC. -** RESOLUTION 2020-173 APPROVING A PROPOSAL FROM WEATHERPROOFING TECHNOLOGIES, INC. IN AN AMOUNT NOT TO EXCEED $55,000.00 FOR REPAIRS AT THE ATLANTIC RECREATION CENTER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the proposal from Weatherproofing Technologies, Inc. for resurfacing of the Atlantic Recreation Center roof in an amount not to exceed $55,000.00.*

8.6 **PROPOSAL APPROVAL - WEATHERPROOFING TECHNOLOGIES, INC. -** RESOLUTION 2020-174 APPROVING A PROPOSAL FROM WEATHERPROOFING TECHNOLOGIES, INC. TO PERFORM ROOF REPAIRS TO THE GOLF COURSE EQUIPMENT BUILDING ROOF IN AN AMOUNT NOT TO EXCEED $24,997.22; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the proposal from Weatherproofing Technologies, Inc. for resurfacing of the Golf Course Equipment Building Roof in an amount not to exceed $24,997.22.*

8.7 **INDIGO (BILLY CASPER) GOLF AGREEMENT -** RESOLUTION 2020-175 DECLARING ITS INTENT TO RENEW/NOT RENEW THE CITY'S CONTRACT WITH INDIGO GOLF PARTNERS (FORMERLY BILLY CASPER GOLF, LLC); AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE APPROVED COURSE OF ACTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City Manager to 1) renew the agreement with Billy Casper Golf, LLC, now doing business as Indigo Golf Partners or 2) authorizes the City Manager to pursue in-house management of the City Golf Course.*

8.8 **PURCHASE APPROVAL - CANON SOLUTIONS AMERICA -** RESOLUTION 2020-176 APPROVING THE PURCHASE OF ONE CANON DR-G2110 PRODUCTION SCANNER FROM

CANON SOLUTIONS AMERICA IN AN AMOUNT NOT TO EXCEED $4,225 IN FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the purchase of one Canon DR-G2110 Production Scanner from Canon Solutions America in an amount not to exceed $4,225.*

8.9 **AMENDING RESOLUTION 2017-124 AND RESOLUTION 2019-158 - AT&T CORPORATION -** RESOLUTION 2020-177 AMENDING RESOLUTION 2017-124 AND RESOLTUION 2019-158; APPROVING AT&T CORPORATION WIDE AREA NETWORK BANDWIDTH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the increased spending level for AT&T Corporation from that which was approved via Resolution 2019-158.*

8.10 **BUDGET AMENDMENT - FUEL LINE REPAIR -** RESOLUTION 2020-178 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2020/2021 TO REPAIR A DAMAGED FUEL LINE AT THE MARINA; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a budget amendment in the amount of $215,000 to repair a damaged fuel line at the Marina.*

8.11 **PROPOSAL APPROVAL - MILLER ELECTRIC COMPANY** - RESOLUTION 2020-179 APPROVING A PROPOSAL FROM MILLER ELECTRIC COMPANY IN THE AMOUNT OF $52,500.20 FOR A GENETEC ACCESS CONTROL TO INSTALL NEW ACCESS EQUIPMENT ON ADDITIONAL DOORS BY WAY OF A PIGGYBACK PURCHASE TO THE OSCEOLA COUNTY, FLORIDA, CONTRACT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the proposal from Miller Electric Company for the purchase of a Genetec Access Control System to install new access equipment on additional doors in an amount not to exceed $52,500.20 as a piggyback purchase to the Osceola County, Florida, Contract.*

9. ORDINANCE - FIRST READING

9.1 *(Quasi-judicial)* **VOLUNTARY ANNEXATION - 3001 S. 14TH STREET -** ORDINANCE 2020-43 ANNEXING APPROXIMATELY 0.50 ACRES OF LAND LOCATED AT 3001 S. 14TH STREET AND CONTIGUOUS TO THE CITY LIMITS *Synopsis: Requests voluntary annexation of properties located at 3001 S. 14th Street totaling 0.50 acres of land.*

9.2 *(Legislative)* **FUTURE LAND USE ASSIGNMENT -3001 S 14TH ST**- ORDINANCE 2020-44 ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 0.50 ACRES OF LAND LOCATED AT 3001 S. 14TH STREET *Synopsis: Requests for Future Land Use Map assignment of Low Density Residential (LDR) for property located at 3001 S. 14th Street, totaling 0.50 acres of land.*

9.3 *(Quasi-judicial)* **ZONING MAP ASSIGNMENT - 3001 S. 14TH STREET -** ORDINANCE 2020-45 ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 0.50 ACRES OF LAND LOCATED AT 3001 S. 14TH STREET *Synopsis: Requests Zoning Map change for property located at 3001 S. 14th Street, assigning the Low Density residential (R-1) zoning district for properties totaling 0.50 acres of land.*

9.4 *(Quasi-judicial)* **VOLUNTARY ANNEXATION - PAPPY'S PLACE AND S. 14TH STREET -** ORDINANCE 2020-46 ANNEXING APPROXIMATELY 3.87 ACRES OF LAND LOCATED AT 1440 AND 1420 SOUTH 14TH STREET, 1410 AND 1412 AND 1416 NECTARINE STREET, AND 1409 PAPPY's PLACE, 1415 AND 1505 SOUTH 15TH STREET *Synopsis: Requests voluntary annexation of properties located on S. 14th Street, S. 15th Street, Nectarine Street and Pappy's Place totaling 3.87 acres of land.*

9.5 *(Legislative)* **FUTURE LAND USE ASSIGNMENT -PAPPY'S PLACE AND S 14TH ST**- ORDINANCE 2020-47 ASSIGNING A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR 3.87 ACRES OF LAND LOCATED AT 1440 and 1420 S. 14th Street,

1409 Pappy's Place, 1410, 1412, 1416 Nectarine Street and 1415 and 1505 S. 15th Street *Synopsis: Requests for Future Land Use Map assignment of General Commercial (GC) for properties located in the on S. 14th Street, S. 15th Street, Pappy's Place and Nectarine Street, totaling 3.87 acres of land.*

9.6 *(Quasi-judicial)* **ZONING MAP ASSIGNMENT - PAPPY'S PLACE AND S. 14TH STREET -** ORDINANCE 2020-48 ASSIGNING A ZONING CATEGORY OF COMMUNITY COMMERCIAL(C-1) AND GENERAL COMMERCIAL (C-2) FOR 3.87 ACRES OF LAND LOCATED 1440 AND 1420 S. 14TH STREET, 1409 PAPPY'S PLACE, 1410, 1412, 1416 NECTARINE STREET and 1415 and 1505 S. 15TH STREET *Synopsis: Requests Zoning Map changes for properties located on S. 14th Street, Pappy's Place, Nectarine Street, and S. 15th Street.*

10. ORDINANCE - SECOND READING

10.1 **COMPREHENSIVE PLAN AMENDMENT -** ORDINANCE 2020-30 STATING ITS INTENT TO AMEND ORDINANCE 2003-36 IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE ADOPTED EVALUATION AND APPRAISAL REPORT BY RESOLUTION 2020-37; AND APPROVING THE TRANSMITTAL OF SUCH PROPOSED AMENDMENTS TO THE STATE LAND PLANNING AGENCY FOR REVIEW IN ACCORDANCE WITH SECTION 163.3184(3), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves transmittal of Evaluation and Appraisal Report (EAR) legislative required amendments related specifically to water supply facilities work plans, peril of flood, and seasonal population.*

10.2 **VOLUNTARY ANNEXATION - PLANTATION HAMMOCK SUBDIVISION** - ORDINANCE 2020-33 ANNEXING APPROXIMATELY 4.32 ACRES OF LAND LOCATED IN THE PLANTATION HAMMOCK SUBDIVISION ON SIMMONS ROAD BETWEEN S. 14TH STREET AND AMELIA ROAD AND 847 SIMMONS ROAD CONTIGUOUS TO THE CITY LIMITS *Synopsis: 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, totaling 4.32 acres of land.*

10.3 **FUTURE LAND USE ASSIGNMENT -PLANTATION HAMMOCK SUBDIVISION** - ORDINANCE 2020-34 ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 4.32 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD AND PROPERTIES IN THE PLANTATION HAMMOCK SUBDIVISION *Synopsis: Requests for Future Land Use Map assignment of Low Density Residential (LDR) for properties located in the Plantation Hammock subdivision located on Simmons Road between S. 14th Street and Amelia Road and 847 Simmons Road, totaling 4.32 acres of land.*

10.4 **ZONING MAP ASSIGNMENT - PLANTATION HAMMOCK SUBDIVISION -** ORDINANCE 2020-35 ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 4.32 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD AND PROPERTIES IN THE PLANTATION HAMMOCK SUBDIVISION *Synopsis: Requests Zoning Map changes for properties located in the Plantation Hammock subdivision located on Simmons Road between S. 14th Street and Amelia Road and 847 Simmons Road, assigning the Low Density residential (R-1) zoning district for properties totaling 4.32 acres of land.*

10.5 **VOLUNTARY ANNEXATION - SADLER ROAD -** ORDINANCE 2020-36 ANNEXING APPROXIMATELY 3.70 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND 2233 SADLER ROAD CONTIGUOUS TO THE CITY LIMITS *Synopsis: Requests voluntary annexation of properties located at 2246 Sadler Road totaling 3.24 acres of land and annexation of property at 2233 Sadler Road totaling 0.46 acres of land.*

10.6 **FUTURE LAND USE MAP ASSIGNMENT - SADLER ROAD** - ORDINANCE 2020-37 ASSIGNING A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD *Synopsis: Requests properties located at 2246 Sadler Road to be assigned the General Commercial (GC) Future Land Use Map category for property totaling 3.24 acres of land; and requests property located at 2233 Sadler Road to be assigned the Mixed Use (MU) Future Land Use Map category and Mixed Use (MU-1) zoning district for properties totaling 0.46 acres of land.*

10.7 **ZONING MAP ASSIGNMENT - SADLER ROAD** - ORDINANCE 2020-38 ASSIGNING A ZONING MAP CATEGORY OF COMMUNITY COMMERCIAL (C-1) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU-1) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD *Synopsis: Request for zoning map change of property located at 2246 Sadler Road to assign the Community Commercial (C-1) zoning district for property totaling 3.24 acres of land; and zoning map change for 2233 Sadler Road to assign the Mixed Use (MU-1) zoning district for properties totaling 0.46 acres of land.*

10.8 **VOLUNTARY ANNEXATION - BAPTIST MEDICAL CENTER PROPERTIES** - ORDINANCE 2020-39 ANNEXING APPROXIMATELY 31.39 ACRES OF LAND LOCATED ON THE BAPIST MEDICAL CENTER AT 1250 S. 18TH STREET, 1367 S. 18TH STREET AND INCLUDING VACANT LANDS CONTIGUOUS TO THE CITY LIMITS *Synopsis: 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 00-00-31-1600-0205-002l or properties totaling 31.39 acres of land.*

11. BOARD APPOINTMENTS

11.1 **BOARD OF ADJUSTMENT** - *three appointments.*

12. CITY MANAGER REPORTS

13. CITY ATTORNEY REPORTS

14. CITY CLERK REPORTS

15. MAYOR/COMMISSIONER COMMENTS

16. ADJOURNMENT

- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
- THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
- ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
- THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.

- SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.

- MULTI-MEDIA PRESENTATIONS MUST BE SUBMITTED TO THE CITY CLERK NO LATER THAN THE FRIDAY BEFORE THE MEETING.

- FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.

- DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.

- PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.

- *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

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

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Proclamation
"Right Whale Month"

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing November, 2020 as "Right Whale Month."

Right Whale Festival organizer Ms. Cheryl Munday and Ms. Lori Miller will be present to accept the Proclamation. This item is placed on the agenda at the request of Mayor Miller.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	10/29/2020
Nicole Bednar, Administrative Services Manager	11/2/2020
Dale L. Martin, City Manager	11/4/2020

Caroline Best

Date: October 29, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, whale hunting began around 3,000 BC. By the late 1930's more than 50,000 whales were being slaughtered annually for their meat, oil and blubber. Mercifully, in 1986, the International Whaling Commission (IWC) banned commercial whaling because of the extreme depletion of the world's whale stocks; and

WHEREAS, the North Atlantic right whale has still not recovered from being hunted to near extinction. Today, less than 400 right whales exist, as such they are a federally protected endangered species under the Endangered Species Act and the Marine Mammal Protection Act; and

WHEREAS, each fall, right whales travel more than 1,000 miles to the warm coastal waters of South Carolina, Georgia and northeast Florida. These southern waters are the only known calving area for the species; an area where they give birth and nurse their young; and

WHEREAS, the City of Fernandina Beach, in partnership with the Clearwater Marine Aquarium Research Institute and NOAA Fisheries Service, is committed to the conservation and protection of North Atlantic right whales; and

WHEREAS, the Right Whale Festival celebrates the annual return of right whales to our warm coastal waters. This family-fun event raises awareness of the threats to right whales and how to aid in their recovery. The festival highlights local efforts to protect these whales from extinction as well as ocean-themed activities and exhibits that emphasize education and environmentally responsible adventures and products.

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

'NORTH ATLANTIC RIGHT WHALE MONTH'

And avow that the City of Fernandina Beach is dedicated to supporting efforts to protect these majestic animals while they are in Florida during their calving season (each November through April).

IN WITNESS WHEREOF, I, John A. Miller, hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 17th day of November 2020.

CITY OF FERNANDINA BEACH

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John A. Miller
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Presentation
Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 11/10/2020
Dale L. Martin, City Manager 11/10/2020

Submitted By: Pauline Testagrose, Comptroller Date: October 21, 2019

COMMISSION ACTION:

Monthly Budget Report

October 2020

Overall: This the first report of fiscal year 2020/2021. October represents 8.3% of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of October. All recurring expenses have been recorded. Annual maintenance and service contracts have been paid. Finance will monitor expenses and prepare budget amendments to ensure budgeted amounts are not exceeded on a line by line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

General Fund: (001)

Total General Fund revenues are at 4.0% of the annual budget. This is due to the timing of Property Tax receipts. For the month of October 1.4% or just over $200K has been received for the month. Local Business Tax revenue is above the 8.3% mark also due to the timing of receipts. Specific revenue sources we are tracking are detailed below.

	20/21 Budget	Oct 20 YTD $	Oct 20 YTD %	Oct 19 YTD $	Oct 19 YTD %
Local Option Gas Tax	317,214	28,000	8.8%	30,000	6.9%
Small County Surtax	1,431,912	148,000	10.3%	150,000	7.6%
Half Cent Sales Tax	683,222	69,000	10.1%	70,000	7.4%
Franchise Fees	1,440,000	114,000	7.9%	140,000	9.7%
Total FY 20/21 Bud	**3,872,348**				
Total FY 19/20 Actual	4,334,570				
Total FY 19/20 Bud	**4,778,070**				

General Fund expenses are below the 8.3% mark at 7.0%. Finance, Information Technology, Human Resources, Non-Departmental, Downtown and Peck are over the 8.3% mark, primarily due to the payment of annual maintenance and professional services contracts.

Special Revenue Funds: (100 - 190)

Revenues plus Cash Balance forward exceed Expenditures for all Special Revenue Funds.

Debt Service Funds: (220 - 230)

Semiannual interest has been paid on the GO Bonds in Fund 220 in October.

Capital Improvement Funds: (300 - 330)

The Capital Improvements Fund - 300, a debt service payment was made on the Fire truck and a new Bucket Truck was purchased for Streets. Revenues exceed expenditures for the Capital Expansion and Wastewater Capital Improvement Funds.

Golf Course: (410)

Revenues exceed expenses due to annual memberships and the transfer from the General Fund. Annual memberships were $9,040 higher this October compared to last year. Both margins on Pro Shop Sales and Food and Beverage are below the budgeted ratios. Expenses for food and beverage exceeded revenues for October.

Airport: (420)

Revenues exceeded expenses due to payments for rent and land leases.

Sanitation: (440)

Revenues exceeded expenses for October.

Wastewater: (450)

Revenues exceed expenses due to Wastewater charges. However, the reduction in fees that went into effect October 1st, revenue for Wastewater charges are $49,100 or 10.9% lower than last year.

Water: (460)

Revenues exceeded expenses for October.

Stormwater: (470)

Revenues exceeded expenses for October.

Marina: (480)

Although the Marina is still running a deficit for the month of October, $51,399 was recorded in transient slip rental fees.

Fleet: (510)

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

Utility Billing and Utility Administration: (520 - 530)

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

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

8.3%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	$ 14,839,720	$ 207,003	$ (14,632,717)	1.4%
Sales /Use/Fuel Taxes	1,974,126	176,000	(1,798,126)	8.9%
Franchise Fees	1,460,000	114,000	(1,346,000)	7.8%
Licenses/Permits	366,250	71,181	(295,069)	19.4%
Intergovernmental	1,156,094	86,804	(1,069,290)	7.5%
Charges for Services	1,492,262	104,510	(1,387,752)	7.0%
Fines and Forfeitures	22,500	1,342	(21,158)	6.0%
Other	298,373	11,481	(286,892)	3.8%
Subtotal	21,609,325	772,321	(20,837,004)	3.6%
Transfers/Reimbursements				
Utility Tax	1,700,000	141,663	(1,558,337)	8.3%
Sanitation	136,000	11,337	(124,663)	8.3%
Wastewater	360,000	30,000	(330,000)	8.3%
Water	180,000	15,000	(165,000)	8.3%
Total Revenues (excluding cash balance)	23,985,325	970,321	(23,015,004)	4.0%
EXPENDITURES:				
City Commission	314,800	21,166	293,634	6.7%
City Clerk	573,351	40,785	532,566	7.1%
City Manager	584,920	19,644	565,276	3.4%
Finance	671,837	76,566	595,271	11.4%
Information and Technology	802,763	66,042	736,721	8.2%
Human Resources	357,951	31,274	326,677	8.7%
City Attorney	350,633	16,419	334,214	4.7%
Planning	732,562	34,346	698,216	4.7%
Facility Maintenance	734,424	32,884	701,540	4.5%
Police	5,970,048	327,936	5,642,112	5.5%
Police - Beach Rangers	102,853	2,266	100,587	2.2%
Fire	4,433,935	227,656	4,206,279	5.1%
Fire - Ocean Rescue	418,192	10,626	407,566	2.5%
Building / Permitting	17,120	192	16,928	1.1%
Code Enforcement	265,386	17,012	248,374	6.4%
Streets	1,871,687	60,520	1,811,167	3.2%
Downtown	92,530	17,264	75,266	18.7%
Public Assistance	145,000	0	145,000	0.0%
Library	32,341	1,841	30,500	5.7%
Recreation	1,374,624	57,968	1,316,656	4.2%
Parks	1,323,927	54,645	1,269,282	4.1%
Peck	316,953	14,833	302,120	4.7%
MLK Center	225,631	11,706	213,925	5.2%
Youth	358,513	11,708	346,805	3.3%
Aquatics	397,800	11,660	386,140	2.9%
Non-Departmental	312,603	31,231	281,372	10.0%
Contingency	200,000	0	200,000	0.0%
Transfers				
Debt Service	426,841	426,841	-	100.0%
Historic District Trust	30,000	30,000	-	100.0%
Capital Improvements	1,739,324	144,944	1,594,380	8.3%
Golf	220,000	18,333	201,667	8.3%
Cemetery	31,300	31,300	-	100.0%
Marina	300,000	25,000	275,000	8.3%
Subtotal	25,729,849	1,874,609	23,855,240	7.3%
Encumbrances - All Departments		287,659	(287,659)	
Reserves	5,294,713	-	5,294,713	
Total Expenditures (including Encumbrances)	31,024,562	2,162,268	28,862,294	7.0%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(7,039,237)	(1,191,947)	5,847,290	
Fund Balance, October 1, 2020 (Cash Balance)				
Unrestricted	7,039,237	7,039,237	-	
Fund Balance, October 31, 2020	$ -	$ 5,847,290	$ 5,847,290	

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

8.3%

SPECIAL REVENUE FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES					
100	Law Enforcement Trust (LETF)	$ 2,641	$ 2	$ (2,639)	0.1%
110	Federal Forfeiture	90,487	1,428	(89,059)	1.6%
125	Tree Trust	342,928	9,748	(333,180)	2.8%
126	Historic District (HDC)	83,416	32,064	(51,352)	38.4%
130	CDBG - Economic Development	7,233	25	(7,208)	0.3%
135	Land Conservation Trust	1,458,071	790	(1,457,281)	0.1%
140	Building Fees Fund	3,651,882	128,478	(3,523,404)	3.5%
145	Wastewater Impact Fees	1,848,902	29,586	(1,819,316)	1.6%
146	Water Impact Fees	483,132	11,467	(471,665)	2.4%
150	Utility Tax	1,879,781	153,308	(1,726,473)	8.2%
170	Cemetery	1,289,242	66,151	(1,223,091)	5.1%
180	Community Redevelopment Area	129,458	29	(129,429)	0.0%
190	Law Enforcement Recovery	161,724	9,550	(152,174)	5.9%
	Total Revenues	$ 11,428,897	$ 442,626	$ (10,986,271)	3.9%
EXPENDITURES:					
100	Law Enforcement Trust (LETF)	$ 2,641	-	$ 2,641	0.0%
110	Federal Forfeiture	90,487	-	90,487	0.0%
125	Tree Trust	342,928	5,553	337,375	1.6%
126	Historic District (HDC)	83,416	-	83,416	0.0%
130	CDBG - Economic Development	7,233	-	7,233	0.0%
135	Land Conservation Trust	1,458,071	-	1,458,071	0.0%
140	Building Fees Fund	3,651,882	59,806	3,592,076	1.6%
145	Wastewater Impact Fees	1,848,902	41,663	1,807,239	2.3%
146	Water Impact Fees	483,132	28,337	454,795	5.9%
150	Utility Tax	1,879,781	141,663	1,738,118	7.5%
170	Cemetery	1,289,242	8,777	1,280,465	0.7%
180	Community Redevelopment Area	129,458	-	129,458	0.0%
190	Law Enforcement Recovery	161,724	5,066	156,658	3.1%
	Total Expenditures	$ 11,428,897	$ 290,865	$ 11,138,032	2.5%

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

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

8.3%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	$ 3,269,044	$ 398,372	$ (2,870,672)	12.2%
	Expenses				
	General Government	$ 736,044	47,284	688,760	6.4%
	Information Technology	110,000	-	110,000	0.0%
	Police	-	-	-	0.0%
	Fire	497,000	-	497,000	0.0%
	Streets	880,000	75,000	805,000	8.5%
	Recreation	165,000	-	165,000	0.0%
	Parks	50,000	-	50,000	0.0%
	Peck	800,000	-	800,000	0.0%
	MLK	31,000	-	31,000	0.0%
	Subtotal	3,269,044	122,284	3,146,760	3.7%
	Net Revenues(Expenses)	$ -	$ 276,088	$ (276,088)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	$ 510,000	$ 2,325	$ (507,675)	0.5%
	Admin	1,130,059	18,041	(1,112,018)	1.6%
	Police	380,572	10,909	(369,663)	2.9%
	Fire	618,797	14,877	(603,920)	2.4%
	Sanitation	-	-	-	0.0%
	Recreation	2,206,032	85,982	(2,120,050)	3.9%
	Subtotal	4,845,460	132,134	(4,713,326)	2.7%
	Expenses				
	Admin	$ 1,133,048	$ -	$ 1,133,048	0.0%
	Police	381,503	-	$ 381,503	0.0%
	Fire	1,120,361	-	$ 1,120,361	0.0%
	Recreation	2,210,548	859	$ 2,209,689	0.0%
	Subtotal	4,845,460	859	4,844,601	0.0%
	Net Revenues(Expenses)	$ -	$ 131,275	$ 131,275	0.0%
330	Wastewater Improvement				
	Revenues	$ 8,094,066	$ 129,548	$ (7,964,518)	1.6%
	Expenses	8,094,066	-	8,094,066	0.0%
	Net Revenues(Expenses)	$ -	$ 129,548	$ 129,548	0.0%

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

8.3%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	$ 1,571,612	$ 161,786	$ (1,409,826)	10.3%
Operating Expense*	1,539,008	127,999	1,411,009	8.3%
Operating Income (Loss)	32,604	33,787	1,183	103.6%
Non Operating Income (Expense) & Transfers	125,734	26,050	(99,684)	20.7%
Change in Net Position	$ 158,338	$ 59,837	$ (98,501)	37.8%
Airport Fund 420				
Operating Revenues	$ 854,988	$ 54,086	$ (800,902)	6.3%
Operating Expense*	662,126	31,132	630,994	4.7%
Operating Income (Loss)	192,862	22,955	(169,907)	11.9%
Non Operating Income (Expense) & Transfers	3,606,851	15,032	(3,591,819)	0.4%
Change in Net Position	$ 3,799,713	$ 37,987	$ (3,761,726)	1.0%
Sanitation Fund 440				
Operating Revenues	$ 2,621,800	$ 231,426	$ (2,390,374)	8.8%
Operating Expense*	2,650,211	30,025	2,620,186	1.1%
Operating Income (Loss)	(28,411)	201,401	229,812	-708.9%
Non Operating Income (Expense) & Transfers	37,000	(11,312)	(48,312)	-30.6%
Change in Net Position	$ 8,589	$ 190,089	$ 181,500	2213.2%
Wastewater Fund 450				
Operating Revenues	$ 5,365,362	$ 452,681	$ (4,912,681)	8.4%
Operating Expense*	2,641,904	132,799	2,509,105	5.0%
Operating Income (Loss)	2,723,458	319,883	(2,403,575)	11.7%
Non Operating Income (Expense) & Transfers	(2,784,513)	(232,588)	2,551,925	8.4%
Change in Net Position	$ (61,055)	$ 87,295	$ 148,350	-143.0%
Water Fund 460				
Operating Revenues	$ 4,365,617	$ 325,824	$ (4,039,793)	7.5%
Operating Expense*	2,582,442	132,612	2,449,830	5.1%
Operating Income (Loss)	1,783,175	193,213	(1,589,962)	10.8%
Non Operating Income (Expense) & Transfers	(946,092)	(87,787)	858,305	9.3%
Change in Net Position	$ 837,083	$ 105,425	$ (731,658)	12.6%
Stormwater Fund 470				
Operating Revenues	$ 875,000	$ 73,752	$ (801,248)	8.4%
Operating Expense*	921,675	37,542	884,133	4.1%
Operating Income (Loss)	(46,675)	36,210	82,885	-77.6%
Non Operating Income (Expense) & Transfers	895,732	-	(895,732)	0.0%
Change in Net Position	$ 849,057	$ 36,210	$ (812,847)	4.3%
Marina Fund 480				
Operating Revenues	$ 2,625,700	$ 77,064	$ (2,548,636)	2.9%
Operating Expense*	2,147,402	81,380	2,066,022	3.8%
Operating Income (Loss)	478,298	(4,316)	(482,614)	-0.9%
Non Operating Income (Expense) & Transfers	(38,285)	19,010	57,295	-49.7%
Change in Net Position	$ 440,013	$ 14,694	$ (425,319)	3.3%

*Does not include Depreciation Expense and Encumbrances.

Capital Outlay by Fund				
Golf Course Fund 410	$ 535,100	$ 10	$ 535,090	0.0%
Airport Fund 420	4,381,967	19,105	$ 4,362,862	0.4%
Sanitation Fund 440	12,000	-	12,000	0.0%
Wastewater Fund 450	977,500	16,184	961,316	1.7%
Water Fund 460	361,000	12,705	348,295	3.5%
Stormwater Fund 470	1,542,850	-	1,542,850	0.0%
Marina Fund 480	820,900	17,262	803,638	2.1%
Total Enterprise Funds	$ 8,631,317	$ 65,267	$ 8,566,050	0.8%

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

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	169,535.96	128,009.51	41,526.45	18,337.00		36.59	59,826.86
Airport (420)	69,118.77	50,236.92	18,881.85			-	18,881.85
Sanitation (440)	231,451.55	30,025.19	201,426.36		(11,337.00)		190,089.36
Wastewater (450)	459,883.28	148,982.85	310,900.43		(239,790.00)		71,110.43
Water (460)	327,775.94	145,316.60	182,459.34	50,000.00	(139,739.00)		92,720.34
Storm Water Management (470)	73,752.10	37,542.38	36,209.72			-	36,209.72
Marina (480)	77,063.90	98,642.64	(21,578.74)	25,000.00		5,990.00	(2,568.74)

*Year to Date Revenue includes Grant Revenue and Loan Proceeds.
**Year to Date Cost includes Capital Expenditures.
***Debt Service is made annually and interest is recorded monthly and/or semi annually.

This schedule was added at the request of Commissioner Lednovich

City of Fernandina Beach
Accounts Receivable Analysis

10/31/2020

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	$	Avg Monthly Billing	
8,685	**Active Customers**			**$ 1,074,950.76**	
414		30	37,372.94	Note - Resumed disconnects for nonpay 7/1/20.	
109		60	8,445.96	*	*payment terms + delinquency due to COVID19
51		90	3,428.12	*	
27		120+	4,834.16	*	
-					
579		**Total**	**$ 54,081.18**		

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

137 accts. w/delinquent balances	**$**	**21,793.92**

Utility Billings in Collections

Year based on final billing date	# of Accounts Transferred	Amt of $ Transferred	Amt of $ Recovered by CCI	Amt of $ Recovered by UB	**Total $ Recovered**	**% recovered**
			-			
2014 Charged Off	Effective 9/30/17	-	-	-		**0.00%**
2015 Charged Off	Effective 9/30/18	-	-	-		**0.00%**
2016 Charged Off	Effective 9/30/20	-	-	-		**0.00%**
2017 (thru Dec)	148	26,629.59	1,407.24	3,367.91		**17.93%**
2018 (thru Dec)	377	74,599.60	3,753.87	2,790.19		**8.77%**
2019 (thru Dec)	158	46,319.16	932.35	2,988.13		**8.46%**
2020 (thru Mar)	33	6,393.06	252.39			
		$ 153,941.41	$ 6,345.85	$ 9,146.23	**$ 15,492.08**	**10.06%**
Recovered to date		$ (15,492.08)				
Balance currently at CCI		**$ 138,449.33**				

Airport

Number of Customers		Delinquency Days	$	Avg Mo'ly Billing		
76	**ALL Customers**			**$47,911.80**		
				(Amelia Island Aviation - acct closed)		
8		30	19,713.15	$ -		
3		60	2,338.53	$ -		
1		90	548.05	$ -		
0		120+	-	$ -		
				$ 8,758.77		
8		**Sub Total**	**$ 22,599.73**	**$ 8,758.77**		**$ 31,358.50**

Marina

Number of Customers		Delinquency Days	$	Avg Mo'ly Billing	
165	**ALL Customers**			**$21,264**	
4		30	622.42	Centre Street Restaurant Group	
		60	622.22		
		90	-		
		120	-		
1	David Johnson - In Collec	150+	880.88	David Johnson	
			2,125.52		
	Customer paid in Advnace (4)		(9,590.81)		
	Total A/R Balance		(7,465.29)		

Peck Center & Other City Leases

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

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110	PROPERTY TAXES						
	-14,839,720.00	-14,839,720.00	-207,003.24	-207,003.24	0.00	-14,632,716.76	1.4%
001 31240	LOCAL OPTION GAS TAX						
	-317,214.00	-317,214.00	-28,000.00	-28,000.00	0.00	-289,214.00	8.8%
001 31251	STATE/FIRE INSURANCE TAX						
	-125,000.00	-125,000.00	0.00	0.00	0.00	-125,000.00	.0%
001 31252	STATE/POLICE INSURANCE TAX						
	-100,000.00	-100,000.00	0.00	0.00	0.00	-100,000.00	.0%
001 31260	SMALL COUNTY SURTAX						
	-1,431,912.00	-1,431,912.00	-148,000.00	-148,000.00	0.00	-1,283,912.00	10.3%
001 31610	LOCAL BUSINESS TAX						
	-160,000.00	-160,000.00	-49,211.82	-49,211.82	0.00	-110,788.18	30.8%
001 31620	LOCAL BUSINESS TAX - PENALTIES						
	-3,000.00	-3,000.00	-121.58	-121.58	0.00	-2,878.42	4.1%
001 31630	LOCAL BUSINESS TAX-OTHER FEES						
	-50.00	-50.00	-945.00	-945.00	0.00	895.00	1890.0%
001 31640	LOCAL BUSINESS TAX-PAST DUE FE						
	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%
001 32204	BUILDING PERMIT-DRIVEWAY						
	-6,000.00	-6,000.00	-490.00	-490.00	0.00	-5,510.00	8.2%
001 32210	BUILDING PERMIT-TREE REMOVAL						
	-25,000.00	-25,000.00	-85.00	-85.00	0.00	-24,915.00	.3%
001 32211	BUILDING PERMIT-FENCING						
	-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%
001 32218	CLEARING/EXCAVATE-PERMITS						
	-25,000.00	-25,000.00	-1,962.00	-1,962.00	0.00	-23,038.00	7.8%
001 32310	FRANCHISE FEES ELECTRIC						
	-1,440,000.00	-1,440,000.00	-114,000.00	-114,000.00	0.00	-1,326,000.00	7.9%
001 32340	FRANCHISE FEES GAS						
	-20,000.00	-20,000.00	0.00	0.00	0.00	-20,000.00	.0%
001 32900	CODE ENFORCEMENT FEES & FINES						
	-25,000.00	-25,000.00	0.00	0.00	0.00	-25,000.00	.0%
001 32901	ZONING PLAN REVIEW						
	-18,000.00	-18,000.00	-10,075.00	-10,075.00	0.00	-7,925.00	56.0%
001 32903	SIGN PERMITS						
	-2,250.00	-2,250.00	0.00	0.00	0.00	-2,250.00	.0%
001 32915	ANNEXATION APP FEE						
	-2,200.00	-2,200.00	-300.00	-300.00	0.00	-1,900.00	13.6%
001 32917	BOA APP FEES-RESIDENTIAL						
	-11,050.00	-11,050.00	-2,850.00	-2,850.00	0.00	-8,200.00	25.8%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32918	ZONING CERTIFICATION FEE						
	-3,200.00	-3,200.00	-75.00	-75.00	0.00	-3,125.00	2.3%
001 32920	CDD COPIES MADE FEE						
	-1,250.00	-1,250.00	0.00	0.00	0.00	-1,250.00	.0%
001 32921	COMP PLAN AMEND APP FEE						
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
001 32926	PLAT APPROVAL APP FEE						
	-3,850.00	-3,850.00	0.00	0.00	0.00	-3,850.00	.0%
001 32928	REZONING APP FEE						
	-4,200.00	-4,200.00	0.00	0.00	0.00	-4,200.00	.0%
001 32929	SITE PLAN REVIEW APP FEE						
	-21,700.00	-21,700.00	0.00	0.00	0.00	-21,700.00	.0%
001 32932	DUE DILIGENCE						
	-750.00	-750.00	0.00	0.00	0.00	-750.00	.0%
001 32933	TELECOMMUNICATION PERMIT						
	-400.00	-400.00	0.00	0.00	0.00	-400.00	.0%
001 32936	CODE TEXT AMENDMENT						
	-850.00	-850.00	0.00	0.00	0.00	-850.00	.0%
001 32937	LOT LINE ADJUSTMENTS						
	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%
001 32980	OTHER MISC PERMITS						
	0.00	0.00	-100.00	-100.00	0.00	100.00	100.0%
001 32981	SPECIAL EVENT PERMITS						
	-4,500.00	-4,500.00	0.00	0.00	0.00	-4,500.00	.0%
001 32982	SPECIAL BANNER PERMITS						
	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%
001 32992	FIRE MARSHALL'S FEES						
	-35,000.00	-35,000.00	-4,845.25	-4,845.25	0.00	-30,154.75	13.8%
001 32995	ADDRESS ASSIGNMENT						
	-500.00	-500.00	-120.00	-120.00	0.00	-380.00	24.0%
001 33170	DOS PRESERVATION						
	-48,000.00	-48,000.00	0.00	0.00	0.00	-48,000.00	.0%
001 33350	HALF-CENT SALES TAX						
	-683,222.00	-683,222.00	-69,000.00	-69,000.00	0.00	-614,222.00	10.1%
001 33512	STATE REVENUE SHARING PROCEED						
	-190,187.00	-190,187.00	-17,716.14	-17,716.14	0.00	-172,470.86	9.3%
001 33514	MOBILE HOME TAX						
	-800.00	-800.00	-88.00	-88.00	0.00	-712.00	11.0%
001 33515	ALCOHOLIC BEV LICENSE						
	-23,000.00	-23,000.00	0.00	0.00	0.00	-23,000.00	.0%
001 33522	FIREFIGHTERS SUPPLEMENT						
	-10,000.00	-10,000.00	0.00	0.00	0.00	-10,000.00	.0%
001 33720	SCHOOL RESOURCE OFFICER						
	-137,760.00	-137,760.00	0.00	0.00	0.00	-137,760.00	.0%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33721	DEA REIMBURSEMENT						
	-13,125.00	-13,125.00	0.00	0.00	0.00	-13,125.00	.0%
001 33722	NASSAU COUNTY OCEAN RESCUE						
	-135,000.00	-135,000.00	0.00	0.00	0.00	-135,000.00	.0%
001 33910	OCEAN,HIGHWAY AND PRT AUTHORIT						
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 34260	AMBULANCE SERVICES						
	-528,762.00	-528,762.00	-46,209.48	-46,209.48	0.00	-482,552.52	8.7%
001 34290	SHRIMP FESTIVAL REIMBURSEMENT						
	-6,000.00	-6,000.00	0.00	0.00	0.00	-6,000.00	.0%
001 34700	TRUST ACTIVITIES NON-TAXABLE						
	-160,000.00	-160,000.00	-19,003.10	-19,003.10	0.00	-140,996.90	11.9%
001 34701	TRUST ACTIVITIES TAXABLE						
	-23,000.00	-23,000.00	-2,236.78	-2,236.78	0.00	-20,763.22	9.7%
001 34702	PARKS TRUST NON-TAXABLE						
	-12,000.00	-12,000.00	-515.00	-515.00	0.00	-11,485.00	4.3%
001 34703	PARKS TRUST TAXABLE						
	0.00	0.00	-580.50	-580.50	0.00	580.50	100.0%
001 34704	RENTALS NON-TAXABLE						
	-8,000.00	-8,000.00	-40.00	-40.00	0.00	-7,960.00	.5%
001 34705	SOFTBALL COMPLEX						
	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%
001 34706	PARKS LAWN CHARGES						
	-13,500.00	-13,500.00	0.00	0.00	0.00	-13,500.00	.0%
001 34720	RENTALS						
	-10,000.00	-10,000.00	0.00	0.00	0.00	-10,000.00	.0%
001 34721	PECK RENTS						
	-8,000.00	-8,000.00	0.00	0.00	0.00	-8,000.00	.0%
001 34722	PECK RENTS NON-TAXABLE						
	-25,000.00	-25,000.00	-1,315.49	-1,315.49	0.00	-23,684.51	5.3%
001 34723	PECK TRUST TAXABLE						
	-6,500.00	-6,500.00	-482.16	-482.16	0.00	-6,017.84	7.4%
001 34724	PECK TRUST NON-TAXABLE						
	-42,000.00	-42,000.00	-635.00	-635.00	0.00	-41,365.00	1.5%
001 34725	MLK RENTS						
	-4,500.00	-4,500.00	0.00	0.00	0.00	-4,500.00	.0%
001 34728	MLK TRUST NON-TAXABLE						
	-12,500.00	-12,500.00	-1,285.00	-1,285.00	0.00	-11,215.00	10.3%
001 34730	YOUTH TRUST ACTIVITIES						
	-17,000.00	-17,000.00	0.00	0.00	0.00	-17,000.00	.0%
001 34731	YOUTH CAMPS						
	-310,000.00	-310,000.00	-16,955.98	-16,955.98	0.00	-293,044.02	5.5%
001 34741	AQUATICS TRUST NON-TAXABLE						
	-116,000.00	-116,000.00	-9,649.00	-9,649.00	0.00	-106,351.00	8.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34742	SWIMMING POOLS						
	-54,000.00	-54,000.00	-2,515.11	-2,515.11	0.00	-51,484.89	4.7%
001 34743	SWIMMING POOLS NON-TAXABLE						
	0.00	0.00	-3,025.00	-3,025.00	0.00	3,025.00	100.0%
001 34746	GREENWAY TAXABLE						
	0.00	0.00	-62.00	-62.00	0.00	62.00	100.0%
001 35100	COURT CASES GENERAL FUND						
	-8,000.00	-8,000.00	0.00	0.00	0.00	-8,000.00	.0%
001 35115	PARKING TICKETS						
	-11,500.00	-11,500.00	-1,177.00	-1,177.00	0.00	-10,323.00	10.2%
001 35116	POLICE CITATIONS						
	0.00	0.00	-4.00	-4.00	0.00	4.00	100.0%
001 35120	POLICE EDUCATION						
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
001 35911	FINGERPRINT-ACCI-INC REPORT						
	-1,500.00	-1,500.00	-161.00	-161.00	0.00	-1,339.00	10.7%
001 36110	INTEREST						
	-165,000.00	-165,000.00	-2,503.96	-2,503.96	0.00	-162,496.04	1.5%
001 36210	RENTS						
	-3,044.00	-3,044.00	0.00	0.00	0.00	-3,044.00	.0%
001 36215	RENTS NON-TAXABLE						
	-23,800.00	-23,800.00	0.00	0.00	0.00	-23,800.00	.0%
001 36990	OTHER REVENUE						
	-35,851.00	-35,851.00	-8,552.79	-8,552.79	0.00	-27,298.21	23.9%
001 36996	REVENUE-GARNISHMENT FEE						
	-100.00	-100.00	-21.00	-21.00	0.00	-79.00	21.0%
001 36998	STATE OF FLORIDA - FDOT						
	-62,578.00	-62,578.00	0.00	0.00	0.00	-62,578.00	.0%
001 38215	FROM UTILITY TAX						
	-1,700,000.00	-1,700,000.00	-141,663.00	-141,663.00	0.00	-1,558,337.00	8.3%
001 38244	FROM SANITATION						
	-136,000.00	-136,000.00	-11,337.00	-11,337.00	0.00	-124,663.00	8.3%
001 38245	FROM WASTEWATER OPERATIONS						
	-360,000.00	-360,000.00	-30,000.00	-30,000.00	0.00	-330,000.00	8.3%
001 38246	FROM WATER OPERATIONS						
	-180,000.00	-180,000.00	-15,000.00	-15,000.00	0.00	-165,000.00	8.3%
001 38910	CASH BALANCE FORWARD						
	-7,039,237.00	-7,039,237.00	0.00	0.00	0.00	-7,039,237.00	.0%
TOTAL GENERAL FUND							
	-31,016,562.00	-31,016,562.00	-969,917.38	-969,917.38	0.00	-30,046,644.62	3.1%
TOTAL REVENUES							
	-31,016,562.00	-31,016,562.00	-969,917.38	-969,917.38	0.00	-30,046,644.62	
0012200 FIRE							
0012200 36993	DONATIONS/CONTRIBUTIONS						

FOR 2021 01

0012200 FIRE

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
-8,000.00	-8,000.00	-403.57	-403.57	0.00	-7,596.43	5.0%
TOTAL FIRE						
-8,000.00	-8,000.00	-403.57	-403.57	0.00	-7,596.43	5.0%
TOTAL REVENUES						
-8,000.00	-8,000.00	-403.57	-403.57	0.00	-7,596.43	
GRAND TOTAL						
-31,024,562.00	-31,024,562.00	-970,320.95	-970,320.95	0.00	-30,054,241.05	3.1%

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Revenue	Amount	% Used
Revised Budget	($31,024,562.00)	3.1%
Less: Cash Balance Forward		
38910	7,039,237.00	
38911	.00	
Revised Budget excluding Cash	($23,985,325.00)	
YTD Actual Revenue	($ 970,320.95)	4.0%

Revised Budget excluding Cash	($23,985,325.00)
Less: YTD Expenditures	1,874,609.44
Net (Revenues) Expenditures	($22,110,715.56)

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100	CITY COMMISSION						
	314,800.00	314,800.00	21,165.93	21,165.93	0.00	293,634.07	6.7%
0011200	CITY CLERK						
	573,351.00	573,351.00	40,785.43	40,785.43	0.00	532,565.57	7.1%
0011210	CITY MANAGER						
	584,920.00	584,920.00	19,643.87	19,643.87	0.00	565,276.13	3.4%
0011300	FINANCE						
	671,837.00	671,837.00	76,565.82	76,565.82	0.00	595,271.18	11.4%
0011310	INFORMATION TECHNOLOGY						
	802,763.00	802,763.00	66,042.32	66,042.32	3,060.00	733,660.68	8.6%
0011350	HUMAN RESOURCES						
	357,951.00	357,951.00	31,273.67	31,273.67	0.00	326,677.33	8.7%
0011400	CITY ATTORNEY						
	350,633.00	350,633.00	16,418.98	16,418.98	0.00	334,214.02	4.7%
0011500	PLANNING						
	732,562.00	732,562.00	34,346.19	34,346.19	0.00	698,215.81	4.7%
0011910	NON DEPARTMENTAL						
	312,603.00	312,603.00	31,231.30	31,231.30	48,500.00	232,871.70	25.5%
0011930	FACILITIES MAINTENANCE						
	734,424.00	734,424.00	32,884.00	32,884.00	27,225.00	674,315.00	8.2%
0012100	POLICE						
	5,970,048.00	5,970,048.00	327,936.16	327,936.16	65,592.00	5,576,519.84	6.6%
0012101	POLICE RANGERS						
	102,853.00	102,853.00	2,265.96	2,265.96	28,388.74	72,198.30	29.8%
0012200	FIRE						
	4,433,935.00	4,433,935.00	227,656.02	227,656.02	7,771.50	4,198,507.48	5.3%
0012201	FIRE OCEAN RESCUE						
	418,192.00	418,192.00	10,626.44	10,626.44	0.00	407,565.56	2.5%
0012400	BUILDING / PERMITTING						
	17,120.00	17,120.00	192.00	192.00	0.00	16,928.00	1.1%
0012420	CODE ENFORCEMENT						
	265,386.00	265,386.00	17,012.21	17,012.21	0.00	248,373.79	6.4%
0014100	STREETS						
	1,871,687.00	1,871,687.00	60,519.87	60,519.87	29,962.00	1,781,205.13	4.8%
0015200	DOWNTOWN						
	92,530.00	92,530.00	17,263.91	17,263.91	0.00	75,266.09	18.7%
0015640	PUBLIC ASSISTANCE						
	145,000.00	145,000.00	0.00	0.00	0.00	145,000.00	.0%
0017100	LIBRARY						
	32,341.00	32,341.00	1,841.00	1,841.00	0.00	30,500.00	5.7%
0017200	RECREATION						
	1,374,624.00	1,374,624.00	57,968.16	57,968.16	29,733.00	1,286,922.84	6.4%
0017210	PARKS						
	1,323,927.00	1,323,927.00	54,645.45	54,645.45	32,426.60	1,236,854.95	6.6%

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0017220 PECK

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017220 PECK	316,953.00	316,953.00	14,832.68	14,832.68	15,000.00	287,120.32	9.4%
0017225 MLK CENTER	225,631.00	225,631.00	11,706.26	11,706.26	0.00	213,924.74	5.2%
0017230 YOUTH	358,513.00	358,513.00	11,708.27	11,708.27	0.00	346,804.73	3.3%
0017240 AQUATICS	397,800.00	397,800.00	11,659.54	11,659.54	0.00	386,140.46	2.9%
0018100 INTERFUND TRANSFERS OUT	2,747,465.00	2,747,465.00	676,418.00	676,418.00	0.00	2,071,047.00	24.6%
0018200 CONTINGENCIES	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
0018300 RESERVES	5,294,713.00	5,294,713.00	0.00	0.00	0.00	5,294,713.00	.0%
GRAND TOTAL	31,024,562.00	31,024,562.00	1,874,609.44	1,874,609.44	287,658.84	28,862,293.72	7.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35110 FINES/FORFEITURES	-140.00	-140.00	0.00	0.00	0.00	-140.00	.0%
100 36110 INTEREST	0.00	0.00	-1.68	-1.68	0.00	1.68	100.0%
100 38910 CASH BALANCE FORWARD	-2,501.00	-2,501.00	0.00	0.00	0.00	-2,501.00	.0%
100 55200 OPERATING SUPPLIES	2,450.00	2,450.00	0.00	0.00	0.00	2,450.00	.0%
100 59990 RESERVE	191.00	191.00	0.00	0.00	0.00	191.00	.0%
TOTAL LAW ENFORCEMENT TRUST	0.00	0.00	-1.68	-1.68	0.00	1.68	100.0%
TOTAL REVENUES	-2,641.00	-2,641.00	-1.68	-1.68	0.00	-2,639.32	
TOTAL EXPENSES	2,641.00	2,641.00	0.00	0.00	0.00	2,641.00	
GRAND TOTAL	0.00	0.00	-1.68	-1.68	0.00	1.68	100.0%

** END OF REPORT - Generated by Susan Carless **

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121	SEIZED CONTRABAND						
	-25,000.00	-25,000.00	0.00	0.00	0.00	-25,000.00	.0%
110 36110	INTEREST						
	-500.00	-500.00	-41.98	-41.98	0.00	-458.02	8.4%
110 36992	GAIN ON SALE OF ASSET						
	0.00	0.00	-1,386.32	-1,386.32	0.00	1,386.32	100.0%
110 38910	CASH BALANCE FORWARD						
	-64,987.00	-64,987.00	0.00	0.00	0.00	-64,987.00	.0%
110 55200	OPERATING SUPPLIES						
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
110 56400	MACH/EQUIP						
	65,000.00	65,000.00	0.00	0.00	37,179.00	27,821.00	57.2%
110 59990	RESERVE						
	10,487.00	10,487.00	0.00	0.00	0.00	10,487.00	.0%
TOTAL FEDERAL FORFEITURE							
	0.00	0.00	-1,428.30	-1,428.30	37,179.00	-35,750.70	100.0%
	TOTAL REVENUES						
	-90,487.00	-90,487.00	-1,428.30	-1,428.30	0.00	-89,058.70	
	TOTAL EXPENSES						
	90,487.00	90,487.00	0.00	0.00	37,179.00	53,308.00	
	GRAND TOTAL						
	0.00	0.00	-1,428.30	-1,428.30	37,179.00	-35,750.70	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
125 TREE TRUST SPECIAL REV FUND							
125 32219	TREE TRUST FUND RESERVE						
	-75,000.00	-75,000.00	-9,575.00	-9,575.00	0.00	-65,425.00	12.8%
125 36110	INTEREST						
	0.00	0.00	-173.16	-173.16	0.00	173.16	100.0%
125 38910	CASH BALANCE FORWARD						
	-267,928.00	-267,928.00	0.00	0.00	0.00	-267,928.00	.0%
125 51200	SALARIES						
	17,503.00	17,503.00	647.20	647.20	0.00	16,855.80	3.7%
125 52100	FICA						
	1,339.00	1,339.00	45.20	45.20	0.00	1,293.80	3.4%
125 52200	RETIREMENT						
	3,770.00	3,770.00	139.43	139.43	0.00	3,630.57	3.7%
125 52300	HEALTH INSUR						
	4,579.00	4,579.00	0.00	0.00	0.00	4,579.00	.0%
125 52301	LIFE INSUR						
	95.00	95.00	0.00	0.00	0.00	95.00	.0%
125 52400	WORKERS' COMP						
	256.00	256.00	21.00	21.00	0.00	235.00	8.2%
125 53100	PROFESSIONAL SERVICES						
	53,500.00	53,500.00	0.00	0.00	0.00	53,500.00	.0%
125 54970	PROGRAM COSTS						
	12,650.00	12,650.00	0.00	0.00	0.00	12,650.00	.0%
125 55200	OPERATING SUPPLIES						
	11,500.00	11,500.00	4,700.00	4,700.00	0.00	6,800.00	40.9%
125 59990	RESERVE						
	237,736.00	237,736.00	0.00	0.00	0.00	237,736.00	.0%
TOTAL TREE TRUST SPECIAL REV FUND							
	0.00	0.00	-4,195.33	-4,195.33	0.00	4,195.33	100.0%
	TOTAL REVENUES						
	-342,928.00	-342,928.00	-9,748.16	-9,748.16	0.00	-333,179.84	
	TOTAL EXPENSES						
	342,928.00	342,928.00	5,552.83	5,552.83	0.00	337,375.17	
	GRAND TOTAL						
	0.00	0.00	-4,195.33	-4,195.33	0.00	4,195.33	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
126 HDC SPECIAL REVENUE FUND							
126 32924	HDC APPLICATION FEE						
	-5,000.00	-5,000.00	-1,170.00	-1,170.00	0.00	-3,830.00	23.4%
126 32931	HDC VARIANCE						
	-1,700.00	-1,700.00	-850.00	-850.00	0.00	-850.00	50.0%
126 36110	INTEREST						
	0.00	0.00	-44.09	-44.09	0.00	44.09	100.0%
126 38101	FROM GENERAL FUND						
	-30,000.00	-30,000.00	-30,000.00	-30,000.00	0.00	0.00	100.0%
126 38910	CASH BALANCE FORWARD						
	-46,716.00	-46,716.00	0.00	0.00	0.00	-46,716.00	.0%
126 53100	PROFESSIONAL SERVICES						
	36,500.00	36,500.00	0.00	0.00	0.00	36,500.00	.0%
126 54970	PROGRAM COSTS						
	37,100.00	37,100.00	0.00	0.00	0.00	37,100.00	.0%
126 59990	RESERVE						
	9,816.00	9,816.00	0.00	0.00	0.00	9,816.00	.0%
TOTAL HDC SPECIAL REVENUE FUND							
	0.00	0.00	-32,064.09	-32,064.09	0.00	32,064.09	100.0%
	TOTAL REVENUES						
	-83,416.00	-83,416.00	-32,064.09	-32,064.09	0.00	-51,351.91	
	TOTAL EXPENSES						
	83,416.00	83,416.00	0.00	0.00	0.00	83,416.00	
	GRAND TOTAL						
	0.00	0.00	-32,064.09	-32,064.09	0.00	32,064.09	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110 INTEREST	-500.00	-500.00	-24.64	-24.64	0.00	-475.36	4.9%
130 38910 CASH BALANCE FORWARD	-6,733.00	-6,733.00	0.00	0.00	0.00	-6,733.00	.0%
130 56300 IMPROVEMENTS	7,233.00	7,233.00	0.00	0.00	0.00	7,233.00	.0%
TOTAL CDBG ECON DEV	0.00	0.00	-24.64	-24.64	0.00	24.64	100.0%
TOTAL REVENUES	-7,233.00	-7,233.00	-24.64	-24.64	0.00	-7,208.36	
TOTAL EXPENSES	7,233.00	7,233.00	0.00	0.00	0.00	7,233.00	
GRAND TOTAL	0.00	0.00	-24.64	-24.64	0.00	24.64	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
135 LAND CONSERVATION TRUST							
135 36110 INTEREST	-5,000.00	-5,000.00	-740.10	-740.10	0.00	-4,259.90	14.8%
135 36601 DONATIONS/LAND CONSERVATION	0.00	0.00	-50.00	-50.00	0.00	50.00	100.0%
135 36800 CAPITAL CONTRIBUTION	-484,357.00	-484,357.00	0.00	0.00	0.00	-484,357.00	.0%
135 38910 CASH BALANCE FORWARD	-968,714.00	-968,714.00	0.00	0.00	0.00	-968,714.00	.0%
135 56100 LAND	1,458,071.00	1,458,071.00	0.00	0.00	0.00	1,458,071.00	.0%
TOTAL LAND CONSERVATION TRUST	0.00	0.00	-790.10	-790.10	0.00	790.10	100.0%
TOTAL REVENUES	-1,458,071.00	-1,458,071.00	-790.10	-790.10	0.00	-1,457,280.90	
TOTAL EXPENSES	1,458,071.00	1,458,071.00	0.00	0.00	0.00	1,458,071.00	
GRAND TOTAL	0.00	0.00	-790.10	-790.10	0.00	790.10	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 BUILDING FEES FUND							
140 32200 BUILDING PERMITS	-753,000.00	-753,000.00	-67,489.91	-67,489.91	0.00	-685,510.09	9.0%
140 32202 BUILDING PERMIT-CONSTRUCTION	-300,000.00	-300,000.00	-28,631.70	-28,631.70	0.00	-271,368.30	9.5%
140 32203 BUILDING PERMIT-DEMOLITION	-4,000.00	-4,000.00	-803.00	-803.00	0.00	-3,197.00	20.1%
140 32206 BUILDING PERMIT-AFTER THE FACT	-25,000.00	-25,000.00	-9,648.00	-9,648.00	0.00	-15,352.00	38.6%
140 32207 BUILDING PERMIT-REINSPECTION	-3,500.00	-3,500.00	-910.00	-910.00	0.00	-2,590.00	26.0%
140 32208 BUILDING PERMIT-2ND REINSPECT	-100.00	-100.00	-140.00	-140.00	0.00	40.00	140.0%
140 32211 BUILDING PERMIT-FENCING	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
140 32903 SIGN PERMITS	-3,000.00	-3,000.00	-502.00	-502.00	0.00	-2,498.00	16.7%
140 32905 ELECTRICAL PERMITS-GENERAL	-70,000.00	-70,000.00	-6,980.00	-6,980.00	0.00	-63,020.00	10.0%
140 32906 ELECTRICAL PERMITS-TEMPORARY P	-5,000.00	-5,000.00	-675.00	-675.00	0.00	-4,325.00	13.5%
140 32908 GAS PERMITS-GENERAL	-14,000.00	-14,000.00	-1,360.00	-1,360.00	0.00	-12,640.00	9.7%
140 32909 GAS PERMITS-LP INSTALLATION	-6,000.00	-6,000.00	-600.00	-600.00	0.00	-5,400.00	10.0%
140 32911 MECHANICAL	-50,000.00	-50,000.00	-3,360.00	-3,360.00	0.00	-46,640.00	6.7%
140 32912 PLUMBING PERMITS	-25,000.00	-25,000.00	-3,370.00	-3,370.00	0.00	-21,630.00	13.5%
140 32913 PLUMBING-FIXTURE FEES	-25,000.00	-25,000.00	-1,729.00	-1,729.00	0.00	-23,271.00	6.9%
140 32914 PERMIT/REVIEW FEES	0.00	0.00	150.00	150.00	0.00	-150.00	100.0%
140 32920 CDD COPIES MADE FEE	0.00	0.00	-10.00	-10.00	0.00	10.00	100.0%
140 32960 ADMINISTRATION COST BLDING SU	-2,000.00	-2,000.00	-468.26	-468.26	0.00	-1,531.74	23.4%
140 32980 OTHER MISC PERMITS	-1,000.00	-1,000.00	-35.00	-35.00	0.00	-965.00	3.5%
140 36110 INTEREST	0.00	0.00	-1,916.59	-1,916.59	0.00	1,916.59	100.0%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 38910	CASH BALANCE FORWARD						
	-2,364,282.00	-2,364,282.00	0.00	0.00	0.00	-2,364,282.00	.0%
140 51200	SALARIES						
	727,336.00	727,336.00	23,405.43	23,405.43	0.00	703,930.57	3.2%
140 51400	OVERTIME						
	10,000.00	10,000.00	43.70	43.70	0.00	9,956.30	.4%
140 52100	FICA						
	56,408.00	56,408.00	1,682.78	1,682.78	0.00	54,725.22	3.0%
140 52200	RETIREMENT						
	158,829.00	158,829.00	5,050.95	5,050.95	0.00	153,778.05	3.2%
140 52300	HEALTH INSUR						
	113,684.00	113,684.00	7,879.67	7,879.67	0.00	105,804.33	6.9%
140 52301	LIFE INSUR						
	4,020.00	4,020.00	191.76	191.76	0.00	3,828.24	4.8%
140 52400	WORKERS' COMP						
	6,677.00	6,677.00	556.00	556.00	0.00	6,121.00	8.3%
140 53100	PROFESSIONAL SERVICES						
	80,000.00	271,120.00	0.00	0.00	0.00	271,120.00	.0%
140 53400	CONTRACTUAL						
	369,852.00	369,852.00	12,959.79	12,959.79	0.00	356,892.21	3.5%
140 54000	TRAINING/TRAVEL						
	34,210.00	34,210.00	0.00	0.00	0.00	34,210.00	.0%
140 54100	COMM - PHONE/FAX/ALARM						
	876.00	876.00	0.00	0.00	0.00	876.00	.0%
140 54101	COMMUNICATIONS-CELLULAR						
	8,000.00	8,000.00	500.10	500.10	0.00	7,499.90	6.3%
140 54103	COMMUNICATIONS-INTERNET						
	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	.0%
140 54500	INSURANCE						
	5,492.00	5,492.00	458.00	458.00	0.00	5,034.00	8.3%
140 54611	R/M FACILITIES						
	38,000.00	38,000.00	0.00	0.00	0.00	38,000.00	.0%
140 54620	R/M EQUIPMENT						
	685.00	685.00	0.00	0.00	0.00	685.00	.0%
140 54630	R/M VEHICLES-LABOR						
	4,000.00	4,000.00	622.50	622.50	0.00	3,377.50	15.6%
140 54640	R/M VEHICLES-PARTS						
	3,500.00	3,500.00	2,879.58	2,879.58	0.00	620.42	82.3%
140 54700	PRINTING						
	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	.0%
140 54934	LEGAL/CONTRACTUAL						
	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	.0%
140 55100	OFFICE SUPPLIES						
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 55200	OPERATING SUPPLIES						
	6,160.00	6,160.00	3,144.81	3,144.81	0.00	3,015.19	51.1%
140 55210	UNIFORMS						
	4,850.00	4,850.00	-4.32	-4.32	0.00	4,854.32	-.1%
140 55230	GAS/OIL						
	4,500.00	4,500.00	358.86	358.86	0.00	4,141.14	8.0%
140 55400	BOOKS/SUBS/DUES						
	21,000.00	21,000.00	76.00	76.00	0.00	20,924.00	.4%
140 59990	RESERVE						
	1,954,478.00	1,763,358.00	0.00	0.00	0.00	1,763,358.00	.0%
TOTAL BUILDING FEES FUND							
	0.00	0.00	-68,672.85	-68,672.85	0.00	68,672.85	100.0%
	TOTAL REVENUES						
	-3,651,882.00	-3,651,882.00	-128,478.46	-128,478.46	0.00	-3,523,403.54	
	TOTAL EXPENSES						
	3,651,882.00	3,651,882.00	59,805.61	59,805.61	0.00	3,592,076.39	
	GRAND TOTAL						
	0.00	0.00	-68,672.85	-68,672.85	0.00	68,672.85	100.0%

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FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110	INTEREST						
	-10,800.00	-10,800.00	-732.59	-732.59	0.00	-10,067.41	6.8%
145 36310	IMPACT FEES- INCORPORATED AREA						
	-464,200.00	-464,200.00	-28,548.30	-28,548.30	0.00	-435,651.70	6.2%
145 36311	IMPACT FEES- UNINCORPORATED						
	-72,531.00	-72,531.00	-305.44	-305.44	0.00	-72,225.56	.4%
145 38910	CASH BALANCE FORWARD						
	-1,301,371.00	-1,301,371.00	0.00	0.00	0.00	-1,301,371.00	.0%
145 59230	TRANSFER TO UTIL ACQ DS						
	500,000.00	500,000.00	41,663.00	41,663.00	0.00	458,337.00	8.3%
145 59990	RESERVE						
	1,348,902.00	1,348,902.00	0.00	0.00	0.00	1,348,902.00	.0%
TOTAL WASTEWATER IMPACT							
	0.00	0.00	12,076.67	12,076.67	0.00	-12,076.67	100.0%
TOTAL REVENUES							
	-1,848,902.00	-1,848,902.00	-29,586.33	-29,586.33	0.00	-1,819,315.67	
TOTAL EXPENSES							
	1,848,902.00	1,848,902.00	41,663.00	41,663.00	0.00	1,807,239.00	
GRAND TOTAL							
	0.00	0.00	12,076.67	12,076.67	0.00	-12,076.67	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36110	INTEREST						
	-2,000.00	-2,000.00	-71.53	-71.53	0.00	-1,928.47	3.6%
146 36310	IMPACT FEES- INCORPORATED AREA						
	-191,800.00	-191,800.00	-11,287.43	-11,287.43	0.00	-180,512.57	5.9%
146 36311	IMPACT FEES- UNINCORPORATED						
	-59,937.00	-59,937.00	-108.18	-108.18	0.00	-59,828.82	.2%
146 38910	CASH BALANCE FORWARD						
	-229,395.00	-229,395.00	0.00	0.00	0.00	-229,395.00	.0%
146 59230	TRANSFER TO UTIL ACQ DS						
	340,000.00	340,000.00	28,337.00	28,337.00	0.00	311,663.00	8.3%
146 59990	RESERVE						
	143,132.00	143,132.00	0.00	0.00	0.00	143,132.00	.0%
TOTAL WATER IMPACT							
	0.00	0.00	16,869.86	16,869.86	0.00	-16,869.86	100.0%
	TOTAL REVENUES						
	-483,132.00	-483,132.00	-11,467.14	-11,467.14	0.00	-471,664.86	
	TOTAL EXPENSES						
	483,132.00	483,132.00	28,337.00	28,337.00	0.00	454,795.00	
	GRAND TOTAL						
	0.00	0.00	16,869.86	16,869.86	0.00	-16,869.86	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410	ELECTRIC MUNICIPAL TAX						
	-700,376.00	-700,376.00	-83,000.00	-83,000.00	0.00	-617,376.00	11.9%
150 31420	TELEPHONE MUNICIPAL TAX						
	-673,161.00	-673,161.00	-61,124.03	-61,124.03	0.00	-612,036.97	9.1%
150 31430	WATER MUNICIPAL TAX						
	0.00	0.00	16.05	16.05	0.00	-16.05	100.0%
150 31440	GAS MUNICIPAL TAX						
	-110,000.00	-110,000.00	-9,200.00	-9,200.00	0.00	-100,800.00	8.4%
150 36110	INTEREST						
	-1,000.00	-1,000.00	-0.06	-0.06	0.00	-999.94	.0%
150 38910	CASH BALANCE FORWARD						
	-395,244.00	-395,244.00	0.00	0.00	0.00	-395,244.00	.0%
150 59100	TRANSFER TO GENERAL FUND						
	1,700,000.00	1,700,000.00	141,663.00	141,663.00	0.00	1,558,337.00	8.3%
150 59990	RESERVE						
	179,781.00	179,781.00	0.00	0.00	0.00	179,781.00	.0%
TOTAL UTILITY TAX							
	0.00	0.00	-11,645.04	-11,645.04	0.00	11,645.04	100.0%
TOTAL REVENUES							
	-1,879,781.00	-1,879,781.00	-153,308.04	-153,308.04	0.00	-1,726,472.96	
TOTAL EXPENSES							
	1,879,781.00	1,879,781.00	141,663.00	141,663.00	0.00	1,738,118.00	
GRAND TOTAL							
	0.00	0.00	-11,645.04	-11,645.04	0.00	11,645.04	100.0%

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FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970	BURIAL PERMITS						
	-3,000.00	-3,000.00	-280.00	-280.00	0.00	-2,720.00	9.3%
170 34560	MARKER SETTING FEES						
	-2,200.00	-2,200.00	-160.00	-160.00	0.00	-2,040.00	7.3%
170 34570	PERPETUAL CARE						
	-40,000.00	-40,000.00	-12,075.46	-12,075.46	0.00	-27,924.54	30.2%
170 34580	SALE OF LOTS						
	-75,000.00	-75,000.00	-22,425.92	-22,425.92	0.00	-52,574.08	29.9%
170 36110	INTEREST						
	-13,000.00	-13,000.00	-355.45	-355.45	0.00	-12,644.55	2.7%
170 36120	UNREALIZED GAIN						
	0.00	0.00	445.78	445.78	0.00	-445.78	100.0%
170 38101	FROM GENERAL FUND						
	-31,300.00	-31,300.00	-31,300.00	-31,300.00	0.00	0.00	100.0%
170 38910	CASH BALANCE FORWARD						
	-33,495.00	-33,495.00	0.00	0.00	0.00	-33,495.00	.0%
170 38913	CASH BAL FOR RESTD CEMET						
	-1,091,247.00	-1,091,247.00	0.00	0.00	0.00	-1,091,247.00	.0%
170 51200	SALARIES						
	79,476.00	79,476.00	3,620.74	3,620.74	0.00	75,855.26	4.6%
170 51400	OVERTIME						
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
170 52100	FICA						
	6,233.00	6,233.00	252.04	252.04	0.00	5,980.96	4.0%
170 52200	RETIREMENT						
	17,551.00	17,551.00	779.92	779.92	0.00	16,771.08	4.4%
170 52300	HEALTH INSUR						
	25,996.00	25,996.00	2,137.66	2,137.66	0.00	23,858.34	8.2%
170 52301	LIFE INSUR						
	444.00	444.00	37.13	37.13	0.00	406.87	8.4%
170 52400	WORKERS' COMP						
	2,623.00	2,623.00	219.00	219.00	0.00	2,404.00	8.3%
170 53200	AUDITING						
	2,265.00	2,265.00	189.00	189.00	0.00	2,076.00	8.3%
170 53400	CONTRACTUAL						
	10,838.00	10,838.00	186.18	186.18	0.00	10,651.82	1.7%
170 54101	COMMUNICATIONS-CELLULAR						
	200.00	200.00	2.61	2.61	0.00	197.39	1.3%
170 54300	UTILITIES ELECTRIC						
	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	.0%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54310	UTILITIES-WATER & WASTEWATER						
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
170 54500	INSURANCE						
	1,171.00	1,171.00	98.00	98.00	0.00	1,073.00	8.4%
170 54610	R/M BLDG & GROUNDS						
	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	.0%
170 54611	R/M FACILITIES						
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
170 54620	R/M EQUIPMENT						
	2,000.00	2,000.00	52.98	52.98	0.00	1,947.02	2.6%
170 54630	R/M VEHICLES-LABOR						
	2,500.00	2,500.00	112.50	112.50	0.00	2,387.50	4.5%
170 54640	R/M VEHICLES-PARTS						
	2,000.00	2,000.00	590.31	590.31	0.00	1,409.69	29.5%
170 55200	OPERATING SUPPLIES						
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
170 55210	UNIFORMS						
	1,200.00	1,200.00	184.99	184.99	0.00	1,015.01	15.4%
170 55230	GAS/OIL						
	3,000.00	3,000.00	313.65	313.65	0.00	2,686.35	10.5%
170 59990	RESERVE						
	15,698.00	15,698.00	0.00	0.00	0.00	15,698.00	.0%
170 59997	RESERVE REST'D FOR CEMETERY						
	1,091,247.00	1,091,247.00	0.00	0.00	0.00	1,091,247.00	.0%
TOTAL CEMETERY							
	0.00	0.00	-57,374.34	-57,374.34	0.00	57,374.34	100.0%
	TOTAL REVENUES						
	-1,289,242.00	-1,289,242.00	-66,151.05	-66,151.05	0.00	-1,223,090.95	
	TOTAL EXPENSES						
	1,289,242.00	1,289,242.00	8,776.71	8,776.71	0.00	1,280,465.29	
	GRAND TOTAL						
	0.00	0.00	-57,374.34	-57,374.34	0.00	57,374.34	100.0%

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FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110	PROPERTY TAXES						
	-35,204.00	-35,204.00	0.00	0.00	0.00	-35,204.00	.0%
180 31117	PROPERTY TAXES-COUNTY						
	-44,659.00	-44,659.00	0.00	0.00	0.00	-44,659.00	.0%
180 36110	INTEREST						
	-500.00	-500.00	-28.69	-28.69	0.00	-471.31	5.7%
180 36991	PARKING REVENUE						
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
180 38910	CASH BALANCE FORWARD						
	-48,095.00	-48,095.00	0.00	0.00	0.00	-48,095.00	.0%
180 59990	RESERVE						
	129,458.00	129,458.00	0.00	0.00	0.00	129,458.00	.0%
TOTAL COMM DEVELOP AREA							
	0.00	0.00	-28.69	-28.69	0.00	28.69	100.0%
	TOTAL REVENUES						
	-129,458.00	-129,458.00	-28.69	-28.69	0.00	-129,429.31	
	TOTAL EXPENSES						
	129,458.00	129,458.00	0.00	0.00	0.00	129,458.00	
	GRAND TOTAL						
	0.00	0.00	-28.69	-28.69	0.00	28.69	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210 FEDERAL LAW ENFORCEMENT SUPP	-114,148.00	-114,148.00	-9,512.34	-9,512.34	0.00	-104,635.66	8.3%
190 36110 INTEREST	0.00	0.00	-37.47	-37.47	0.00	37.47	100.0%
190 38910 CASH BALANCE FORWARD	-47,576.00	-47,576.00	0.00	0.00	0.00	-47,576.00	.0%
190 53400 CONTRACTUAL	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
190 54000 TRAINING/TRAVEL	8,500.00	8,500.00	0.00	0.00	0.00	8,500.00	.0%
190 54921 UNDERCOVER	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
190 55200 OPERATING SUPPLIES	28,000.00	28,000.00	5,065.98	5,065.98	0.00	22,934.02	18.1%
190 56400 MACH/EQUIP	118,000.00	118,000.00	0.00	0.00	37,179.00	80,821.00	31.5%
190 59990 RESERVE	724.00	724.00	0.00	0.00	0.00	724.00	.0%
TOTAL LAW ENFORCE RECOVERY	0.00	0.00	-4,483.83	-4,483.83	37,179.00	-32,695.17	100.0%
TOTAL REVENUES	-161,724.00	-161,724.00	-9,549.81	-9,549.81	0.00	-152,174.19	
TOTAL EXPENSES	161,724.00	161,724.00	5,065.98	5,065.98	37,179.00	119,479.02	
GRAND TOTAL	0.00	0.00	-4,483.83	-4,483.83	37,179.00	-32,695.17	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 36110	INTEREST						
	0.00	0.00	-131.57	-131.57	0.00	131.57	100.0%
220 38101	FROM GENERAL FUND						
	-426,841.00	-426,841.00	-426,841.00	-426,841.00	0.00	0.00	100.0%
220 38910	CASH BALANCE FORWARD						
	-4,464.00	-4,464.00	0.00	0.00	0.00	-4,464.00	.0%
220 57100	PRINCIPAL						
	417,000.00	417,000.00	0.00	0.00	0.00	417,000.00	.0%
220 57200	INTEREST						
	9,841.00	9,841.00	4,920.60	4,920.60	0.00	4,920.40	50.0%
220 59990	RESERVE						
	4,464.00	4,464.00	0.00	0.00	0.00	4,464.00	.0%
TOTAL BOND DEBT SERVICE							
	0.00	0.00	-422,051.97	-422,051.97	0.00	422,051.97	100.0%
	TOTAL REVENUES						
	-431,305.00	-431,305.00	-426,972.57	-426,972.57	0.00	-4,332.43	
	TOTAL EXPENSES						
	431,305.00	431,305.00	4,920.60	4,920.60	0.00	426,384.40	
	GRAND TOTAL						
	0.00	0.00	-422,051.97	-422,051.97	0.00	422,051.97	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 36110 INTEREST	-5,800.00	-5,800.00	-174.61	-174.61	0.00	-5,625.39	3.0%
230 38140 FROM WW IMPACT FEES	-500,000.00	-500,000.00	-41,663.00	-41,663.00	0.00	-458,337.00	8.3%
230 38141 FROM WATER IMPACT FEES	-340,000.00	-340,000.00	-28,337.00	-28,337.00	0.00	-311,663.00	8.3%
230 38145 FROM WASTEWATER	-417,513.00	-417,513.00	-34,790.00	-34,790.00	0.00	-382,723.00	8.3%
230 38146 FROM WATER	-1,496,879.00	-1,496,879.00	-124,739.00	-124,739.00	0.00	-1,372,140.00	8.3%
230 38910 CASH BALANCE FORWARD	-294,317.00	-294,317.00	0.00	0.00	0.00	-294,317.00	.0%
230 57100 PRINCIPAL	1,648,000.00	1,648,000.00	0.00	0.00	0.00	1,648,000.00	.0%
230 57200 INTEREST	1,106,392.00	1,106,392.00	0.00	0.00	0.00	1,106,392.00	.0%
230 59990 RESERVE	300,117.00	300,117.00	0.00	0.00	0.00	300,117.00	.0%
TOTAL UTILITY DEBT SERVICE	0.00	0.00	-229,703.61	-229,703.61	0.00	229,703.61	100.0%
TOTAL REVENUES	-3,054,509.00	-3,054,509.00	-229,703.61	-229,703.61	0.00	-2,824,805.39	
TOTAL EXPENSES	3,054,509.00	3,054,509.00	0.00	0.00	0.00	3,054,509.00	
GRAND TOTAL	0.00	0.00	-229,703.61	-229,703.61	0.00	229,703.61	100.0%

** END OF REPORT - Generated by Susan Carless **

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33400	STATE GRANT						
	-275,300.00	-275,300.00	0.00	0.00	0.00	-275,300.00	.0%
300 33544	8TH CENT GAS TAX						
	-122,000.00	-122,000.00	-9,126.50	-9,126.50	0.00	-112,873.50	7.5%
300 33710	COUNTY GRANT						
	-74,700.00	-74,700.00	0.00	0.00	0.00	-74,700.00	.0%
300 36110	INTEREST						
	-8,000.00	-8,000.00	-1,191.10	-1,191.10	0.00	-6,808.90	14.9%
300 38101	FROM GENERAL FUND						
	-1,739,324.00	-1,739,324.00	-144,940.00	-144,940.00	0.00	-1,594,384.00	8.3%
300 38152	FROM UB						
	-10,700.00	-10,700.00	-11,591.67	-11,591.67	0.00	891.67	108.3%
300 38410	LOAN PROCEEDS						
	-497,000.00	-497,000.00	-231,522.59	-231,522.59	0.00	-265,477.41	46.6%
300 38910	CASH BALANCE FORWARD						
	-542,020.00	-542,020.00	0.00	0.00	0.00	-542,020.00	.0%
TOTAL CAPITAL IMPROVEMENT							
	-3,269,044.00	-3,269,044.00	-398,371.86	-398,371.86	0.00	-2,870,672.14	12.2%
TOTAL REVENUES							
	-3,269,044.00	-3,269,044.00	-398,371.86	-398,371.86	0.00	-2,870,672.14	
GRAND TOTAL							
	-3,269,044.00	-3,269,044.00	-398,371.86	-398,371.86	0.00	-2,870,672.14	12.2%

** END OF REPORT - Generated by Susan Carless **

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT							
3001000 56200 BUILDING	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	.0%
3001000 57100 PRINCIPAL	619,412.00	619,412.00	46,607.95	46,607.95	0.00	572,804.05	7.5%
3001000 57200 INTEREST	18,191.00	18,191.00	675.78	675.78	0.00	17,515.22	3.7%
3001000 57310 BOND EXPENSE	700.00	700.00	0.00	0.00	0.00	700.00	.0%
3001000 59990 RESERVE	17,741.00	17,741.00	0.00	0.00	0.00	17,741.00	.0%
TOTAL GENERAL GOVERNMENT	736,044.00	736,044.00	47,283.73	47,283.73	0.00	688,760.27	6.4%
TOTAL EXPENSES	736,044.00	736,044.00	47,283.73	47,283.73	0.00	688,760.27	
3001310 CAP IMP IT							
3001310 56400 EQUIPMENT	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	.0%
TOTAL CAP IMP IT	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	.0%
TOTAL EXPENSES	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	
3002100 CAP IMP POLICE							
3002100 56400 EQUIPMENT	0.00	0.00	-180.00	-180.00	0.00	180.00	100.0%
TOTAL CAP IMP POLICE	0.00	0.00	-180.00	-180.00	0.00	180.00	100.0%
TOTAL EXPENSES	0.00	0.00	-180.00	-180.00	0.00	180.00	
3002200 CAP IMP FIRE							
3002200 56400 MACH/EQUIP							

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3002200 CAP IMP FIRE							
	497,000.00	497,000.00	0.00	0.00	-231,522.59	728,522.59	-46.6%
TOTAL CAP IMP FIRE	497,000.00	497,000.00	0.00	0.00	-231,522.59	728,522.59	-46.6%
TOTAL EXPENSES	497,000.00	497,000.00	0.00	0.00	-231,522.59	728,522.59	
3004100 CAP IMP STREETS							
3004100 56311 SIDEWALKS-GENL/MISC	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	.0%
3004100 56312 STREET STRIPING	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	.0%
3004100 56320 STREET PAVNG/RESURFACING-CAPIT	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	.0%
3004100 56400 MACH/EQUIP	75,000.00	75,000.00	75,000.00	75,000.00	0.00	0.00	100.0%
3004100 56500 INFRASTRUCTURE	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
TOTAL CAP IMP STREETS	880,000.00	880,000.00	75,000.00	75,000.00	0.00	805,000.00	8.5%
TOTAL EXPENSES	880,000.00	880,000.00	75,000.00	75,000.00	0.00	805,000.00	
3007200 CAP IMP REC							
3007200 56300 IMPROVEMENTS	65,000.00	65,000.00	0.00	0.00	4,181.97	60,818.03	6.4%
3007200 56327 BEACH MONITORING/REPORTING	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	.0%
3007200 56331 BEACH RENOUR / ENGINEERING	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	.0%
TOTAL CAP IMP REC	165,000.00	165,000.00	0.00	0.00	4,181.97	160,818.03	2.5%
TOTAL EXPENSES	165,000.00	165,000.00	0.00	0.00	4,181.97	160,818.03	
3007210 PARKS IMPROVEMENTS							
3007210 56300 IMPROVEMENTS	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%

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3007210 PARKS IMPROVEMENTS ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL PARKS IMPROVEMENTS						
50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
TOTAL EXPENSES						
50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	
3007220 CAP IMP PECK						
3007220 56300 IMPROVEMENTS						
800,000.00	800,000.00	0.00	0.00	0.00	800,000.00	.0%
TOTAL CAP IMP PECK						
800,000.00	800,000.00	0.00	0.00	0.00	800,000.00	.0%
TOTAL EXPENSES						
800,000.00	800,000.00	0.00	0.00	0.00	800,000.00	
3007225 MLK CENTER						
3007225 56300 IMPROVEMENTS						
31,000.00	31,000.00	0.00	0.00	0.00	31,000.00	.0%
TOTAL MLK CENTER						
31,000.00	31,000.00	0.00	0.00	0.00	31,000.00	.0%
TOTAL EXPENSES						
31,000.00	31,000.00	0.00	0.00	0.00	31,000.00	
GRAND TOTAL						
3,269,044.00	3,269,044.00	122,103.73	122,103.73	-227,340.62	3,374,280.89	-3.2%

** END OF REPORT - Generated by Susan Carless **

Revenues	($ 398,372)
Expenses	$ 122,104
Net	($ 276,268)

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION							
310 33323 FDOT GRANT	-500,000.00	-500,000.00	0.00	0.00	0.00	-500,000.00	.0%
310 36110 INTEREST	-10,000.00	-10,000.00	-2,325.01	-2,325.01	0.00	-7,674.99	23.3%
TOTAL CAPITAL EXPANSION	-510,000.00	-510,000.00	-2,325.01	-2,325.01	0.00	-507,674.99	.5%
TOTAL REVENUES	-510,000.00	-510,000.00	-2,325.01	-2,325.01	0.00	-507,674.99	
3101000 CAP EXP ADMIN							
3101000 32410 IMPACT FEES ADMIN	-100,000.00	-100,000.00	-18,040.72	-18,040.72	0.00	-81,959.28	18.0%
3101000 38910 CASH BALANCE FORWARD	-1,030,059.00	-1,030,059.00	0.00	0.00	0.00	-1,030,059.00	.0%
TOTAL CAP EXP ADMIN	-1,130,059.00	-1,130,059.00	-18,040.72	-18,040.72	0.00	-1,112,018.28	1.6%
TOTAL REVENUES	-1,130,059.00	-1,130,059.00	-18,040.72	-18,040.72	0.00	-1,112,018.28	
3102100 CAP EXP POLICE							
3102100 32421 IMPACT FEES POLICE	-60,000.00	-60,000.00	-10,909.53	-10,909.53	0.00	-49,090.47	18.2%
3102100 38910 CASH BALANCE FORWARD	-320,572.00	-320,572.00	0.00	0.00	0.00	-320,572.00	.0%
TOTAL CAP EXP POLICE	-380,572.00	-380,572.00	-10,909.53	-10,909.53	0.00	-369,662.47	2.9%
TOTAL REVENUES	-380,572.00	-380,572.00	-10,909.53	-10,909.53	0.00	-369,662.47	
3102200 CAP EXP FIRE							
3102200 32422 IMPACT FEES FIRE	-80,000.00	-80,000.00	-14,876.64	-14,876.64	0.00	-65,123.36	18.6%

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3102200 CAP EXP FIRE ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3102200 38910 CASH BALANCE FORWARD						
-538,797.00	-538,797.00	0.00	0.00	0.00	-538,797.00	.0%
TOTAL CAP EXP FIRE						
-618,797.00	-618,797.00	-14,876.64	-14,876.64	0.00	-603,920.36	2.4%
TOTAL REVENUES						
-618,797.00	-618,797.00	-14,876.64	-14,876.64	0.00	-603,920.36	
3107200 CAP EXP RECREATION						
3107200 32470 IMPACT FEES RECREATION						
-650,000.00	-650,000.00	-85,981.68	-85,981.68	0.00	-564,018.32	13.2%
3107200 38910 CASH BALANCE FORWARD						
-1,556,032.00	-1,556,032.00	0.00	0.00	0.00	-1,556,032.00	.0%
TOTAL CAP EXP RECREATION						
-2,206,032.00	-2,206,032.00	-85,981.68	-85,981.68	0.00	-2,120,050.32	3.9%
TOTAL REVENUES						
-2,206,032.00	-2,206,032.00	-85,981.68	-85,981.68	0.00	-2,120,050.32	
GRAND TOTAL						
-4,845,460.00	-4,845,460.00	-132,133.58	-132,133.58	0.00	-4,713,326.42	2.7%

** END OF REPORT - Generated by Susan Carless **

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN							
3101000 56500 INFRASTRUCTURE	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
3101000 59990 RESERVE	1,108,048.00	1,108,048.00	0.00	0.00	0.00	1,108,048.00	.0%
TOTAL CAP EXP ADMIN	1,133,048.00	1,133,048.00	0.00	0.00	0.00	1,133,048.00	.0%
TOTAL EXPENSES	1,133,048.00	1,133,048.00	0.00	0.00	0.00	1,133,048.00	
3102100 CAP EXP POLICE							
3102100 59990 RESERVE	381,503.00	381,503.00	0.00	0.00	0.00	381,503.00	.0%
TOTAL CAP EXP POLICE	381,503.00	381,503.00	0.00	0.00	0.00	381,503.00	.0%
TOTAL EXPENSES	381,503.00	381,503.00	0.00	0.00	0.00	381,503.00	
3102200 CAP EXP FIRE							
3102200 56200 BUILDING	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	.0%
3102200 59990 RESERVE	620,361.00	620,361.00	0.00	0.00	0.00	620,361.00	.0%
TOTAL CAP EXP FIRE	1,120,361.00	1,120,361.00	0.00	0.00	0.00	1,120,361.00	.0%
TOTAL EXPENSES	1,120,361.00	1,120,361.00	0.00	0.00	0.00	1,120,361.00	
3107200 CAP EXP RECREATION							
3107200 56100 LAND	900,000.00	900,000.00	0.00	0.00	0.00	900,000.00	.0%

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3107200 CAP EXP RECREATION

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 56200	BUILDING						
	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	.0%
3107200 56300	IMPROVEMENTS						
	708,000.00	708,000.00	858.80	858.80	0.00	707,141.20	.1%
3107200 59990	RESERVE						
	517,548.00	517,548.00	0.00	0.00	0.00	517,548.00	.0%
TOTAL CAP EXP RECREATION							
	2,210,548.00	2,210,548.00	858.80	858.80	0.00	2,209,689.20	.0%
TOTAL EXPENSES							
	2,210,548.00	2,210,548.00	858.80	858.80	0.00	2,209,689.20	
GRAND TOTAL							
	4,845,460.00	4,845,460.00	858.80	858.80	0.00	4,844,601.20	.0%

** END OF REPORT - Generated by Susan Carless **

Revenues	($ 132,134)
Expenses	$ 859
Net	($ 131,275)

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110	INTEREST						
	-45,000.00	-45,000.00	-4,811.65	-4,811.65	0.00	-40,188.35	10.7%
330 36120	UNREALIZED GAIN						
	0.00	0.00	263.59	263.59	0.00	-263.59	100.0%
330 38145	FROM WASTEWATER						
	-1,500,000.00	-1,500,000.00	-125,000.00	-125,000.00	0.00	-1,375,000.00	8.3%
330 38910	CASH BALANCE FORWARD						
	-6,549,066.00	-6,549,066.00	0.00	0.00	0.00	-6,549,066.00	.0%
330 59990	RESERVE						
	8,094,066.00	8,094,066.00	0.00	0.00	0.00	8,094,066.00	.0%
TOTAL WASTEWATER IMPROVEMENT							
	0.00	0.00	-129,548.06	-129,548.06	0.00	129,548.06	100.0%
	TOTAL REVENUES						
	-8,094,066.00	-8,094,066.00	-129,548.06	-129,548.06	0.00	-7,964,517.94	
	TOTAL EXPENSES						
	8,094,066.00	8,094,066.00	0.00	0.00	0.00	8,094,066.00	
	GRAND TOTAL						
	0.00	0.00	-129,548.06	-129,548.06	0.00	129,548.06	100.0%

** END OF REPORT - Generated by Susan Carless **

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 34710	GREEN FEES						
	-317,399.00	-317,399.00	-27,042.80	-27,042.80	0.00	-290,356.20	8.5%
410 34713	GOLF CARTS						
	-472,022.00	-472,022.00	-30,288.28	-30,288.28	0.00	-441,733.72	6.4%
410 34714	RANGE FEES						
	-127,926.00	-127,926.00	-931.00	-931.00	0.00	-126,995.00	.7%
410 34715	PRO SHOP SALES						
	-80,771.00	-80,771.00	-4,933.79	-4,933.79	0.00	-75,837.21	6.1%
410 34716	SNACK BAR SALES						
	-391,952.00	-391,952.00	-14,907.81	-14,907.81	0.00	-377,044.19	3.8%
410 34718	FACILITY RENTAL						
	-43,525.00	-43,525.00	-871.23	-871.23	0.00	-42,653.77	2.0%
410 34719	SCHOOL OF GOLF						
	-2,400.00	-2,400.00	LY $73,771.43	0.00	0.00	-2,400.00	.0%
410 34733	MEMBERSHIPS						
	-135,617.00	-135,617.00	-82,811.14	-82,811.14	0.00	-52,805.86	61.1%
410 36990	OTHER REVENUE						
	-24,260.00	-24,260.00	-7,749.91	-7,749.91	0.00	-16,510.09	31.9%
410 38101	FROM GENERAL FUND						
	-220,000.00	-220,000.00	-18,337.00	-18,337.00	0.00	-201,663.00	8.3%
410 38910	CASH BALANCE FORWARD						
	1,230,902.00	1,230,902.00	0.00	0.00	0.00	1,230,902.00	.0%
410 52350	OPEB COSTS						
	794.00	794.00	66.00	66.00	0.00	728.00	8.3%
410 53100	PROFESSIONAL SERVICES						
	7,525.00	7,525.00	0.00	0.00	0.00	7,525.00	.0%
410 53200	AUDITING						
	6,975.00	6,975.00	581.00	581.00	0.00	6,394.00	8.3%
410 53400	CONTRACTUAL						
	708,896.00	708,896.00	53,393.54	53,393.54	0.00	655,502.46	7.5%
410 54000	TRAINING/TRAVEL						
	1,710.00	1,710.00	146.16	146.16	0.00	1,563.84	8.5%
410 54100	COMM - PHONE/FAX/ALARM						
	1,824.00	1,824.00	0.00	0.00	0.00	1,824.00	.0%
410 54101	COMMUNICATIONS-CELLULAR						
	2,340.00	2,340.00	0.00	0.00	0.00	2,340.00	.0%
410 54103	COMMUNICATIONS-INTERNET						
	5,500.00	5,500.00	153.33	153.33	0.00	5,346.67	2.8%
410 54200	POSTAGE						
	300.00	300.00	9.19	9.19	0.00	290.81	3.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54300	UTILITIES ELECTRIC						
	66,600.00	66,600.00	5,096.84	5,096.84	0.00	61,503.16	7.7%
410 54310	UTILITIES-WATER & WASTEWATER						
	10,200.00	10,200.00	623.18	623.18	0.00	9,576.82	6.1%
410 54400	RENTALS/LEASES						
	24,000.00	24,000.00	1,012.62	1,012.62	0.00	22,987.38	4.2%
410 54500	INSURANCE						
	23,671.00	23,671.00	1,595.86	1,595.86	0.00	22,075.14	6.7%
410 54610	R/M BLDG & GROUNDS						
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
410 54611	R/M FACILITIES						
	5,300.00	5,300.00	409.15	409.15	0.00	4,890.85	7.7%
410 54620	R/M EQUIPMENT						
	27,600.00	27,600.00	1,981.66	1,981.66	0.00	25,618.34	7.2%
410 54630	R/M VEHICLES-LABOR						
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
410 54640	R/M VEHICLES-PARTS						
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
410 54800	PROMOTIONAL						
	40,200.00	40,200.00	2,949.00	2,949.00	0.00	37,251.00	7.3%
410 55100	OFFICE SUPPLIES						
	1,200.00	1,200.00	170.28	170.28	0.00	1,029.72	14.2%
410 55200	OPERATING SUPPLIES						
	194,575.00	194,575.00	35,962.47	35,962.47	0.00	158,612.53	18.5%
410 55210	UNIFORMS						
	6,000.00	6,000.00	593.59	593.59	0.00	5,406.41	9.9%
410 55230	GAS/OIL						
	33,200.00	33,200.00	1,556.54	1,556.54	0.00	31,643.46	4.7%
410 55400	BOOKS/SUBS/DUES						
	7,459.00	7,459.00	625.00	625.00	0.00	6,834.00	8.4%
410 55545	PRO SHOP COST OF SALES						
	50,078.00	50,078.00	3,093.58	3,093.58	0.00	46,984.42	6.2%
410 55550	F&B COST OF SALES						
	178,582.00	178,582.00	9,483.88	9,483.88	0.00	169,098.12	5.3%
410 55555	F&B PERSONNEL COSTS						
	132,979.00	132,979.00	8,496.29	8,496.29	0.00	124,482.71	6.4%
410 56300	IMPROVEMENTS						
	460,100.00	460,100.00	10.35	10.35	0.00	460,089.65	.0%
410 56400	MACH/EQUIP						
	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	.0%
410 57100	PRINCIPAL						
	116,931.00	116,931.00	0.00	0.00	0.00	116,931.00	.0%
410 57200	INTEREST						
	1,595.00	1,595.00	36.59	36.59	0.00	1,558.41	2.3%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 59990 RESERVE	-1,607,664.00	-1,607,664.00	0.00	0.00	0.00	-1,607,664.00	.0%
TOTAL GOLF	0.00	0.00	-59,826.86	-59,826.86	0.00	59,826.86	100.0%
TOTAL REVENUES	-584,970.00	-584,970.00	-187,872.96	-187,872.96	0.00	-397,097.04	
TOTAL EXPENSES	584,970.00	584,970.00	128,046.10	128,046.10	0.00	456,923.90	
GRAND TOTAL	0.00	0.00	-59,826.86	-59,826.86	0.00	59,826.86	100.0%

** END OF REPORT - Generated by Susan Carless **

Golf	Budget		Oct YTD	
Pro Shop Sales	82,771.00		4,933.79	
Cost of Good Sold	50,078.00		3,093.58	
Profit/(Loss)	32,693.00	66.3%	1,840.21	59.5%

Golf	Budget		Oct YTD	
F&B Sales	391,952.00		14,907.81	
Cost of Good Sold	311,561.00		17,980.17	
Profit/(Loss)	80,391.00	25.8%	(3,072.36)	(17.1%)

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220	FAA GRANT						
	-2,680,100.00	-2,680,100.00	-14,640.50	-14,640.50	0.00	-2,665,459.50	.5%
420 33323	FDOT GRANT						
	-1,042,073.00	-1,042,073.00	0.00	0.00	0.00	-1,042,073.00	.0%
420 34704	RENTALS NON-TAXABLE						
	-200.00	-200.00	-140.00	-140.00	0.00	-60.00	70.0%
420 34720	RENTALS						
	-1,200.00	-1,200.00	0.00	0.00	0.00	-1,200.00	.0%
420 34970	FUEL FLOW FEES						
	-24,800.00	-24,800.00	-1,578.96	-1,578.96	0.00	-23,221.04	6.4%
420 34971	LEASE PAYMENTS-LAND LEASE						
	-50,161.00	-50,161.00	-6,395.75	-6,395.75	0.00	-43,765.25	12.8%
420 34972	BUILDING LEASE						
	0.00	0.00	-433.33	-433.33	0.00	433.33	100.0%
420 34973	LAND LEASE- AMELIA RIVER						
	-205,960.00	-205,960.00	-14,038.33	-14,038.33	0.00	-191,921.67	6.8%
420 34974	LAND LEASE PAYMENTS-NON TAXABL						
	-42,295.00	-42,295.00	-3,163.86	-3,163.86	0.00	-39,131.14	7.5%
420 34975	RENT/LEASE PAYMENTS						
	-310,000.00	-310,000.00	-23,529.89	-23,529.89	0.00	-286,470.11	7.6%
420 34976	8 FLAGS RENT (TAXABLE)						
	-67,017.00	-67,017.00	0.00	0.00	0.00	-67,017.00	.0%
420 34978	8 FLAGS RENT NON-TAXABLE						
	-50,266.00	-50,266.00	-4,656.22	-4,656.22	0.00	-45,609.78	9.3%
420 34979	TRANSIENT REVENUE						
	0.00	0.00	-150.00	-150.00	0.00	150.00	100.0%
420 36110	INTEREST						
	0.00	0.00	-391.93	-391.93	0.00	391.93	100.0%
420 36990	OTHER REVENUE						
	-103,089.00	-103,089.00	0.00	0.00	0.00	-103,089.00	.0%
420 36991	AIRCRAFT PARKING REVENUE						
	-2,004.00	-2,004.00	0.00	0.00	0.00	-2,004.00	.0%
420 38910	CASH BALANCE FORWARD						
	-734,865.00	-734,865.00	0.00	0.00	0.00	-734,865.00	.0%
420 51200	SALARIES						
	135,272.00	135,272.00	6,248.16	6,248.16	0.00	129,023.84	4.6%
420 51350	PART-TIME						
	15,080.00	15,080.00	0.00	0.00	0.00	15,080.00	.0%
420 52100	FICA						
	11,502.00	11,502.00	430.80	430.80	0.00	11,071.20	3.7%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 52200	RETIREMENT						
	29,138.00	29,138.00	1,345.85	1,345.85	0.00	27,792.15	4.6%
420 52300	HEALTH INSUR						
	28,906.00	28,906.00	2,370.88	2,370.88	0.00	26,535.12	8.2%
420 52301	LIFE INSUR						
	744.00	744.00	62.51	62.51	0.00	681.49	8.4%
420 52350	OPEB COSTS						
	1,756.00	1,756.00	146.00	146.00	0.00	1,610.00	8.3%
420 52400	WORKERS' COMP						
	1,341.00	1,341.00	111.00	111.00	0.00	1,230.00	8.3%
420 53100	PROFESSIONAL SERVICES						
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
420 53200	AUDITING						
	6,795.00	6,795.00	566.00	566.00	0.00	6,229.00	8.3%
420 53400	CONTRACTUAL						
	49,880.00	49,880.00	991.73	991.73	0.00	48,888.27	2.0%
420 54000	TRAINING/TRAVEL						
	3,210.00	3,210.00	0.00	0.00	0.00	3,210.00	.0%
420 54100	COMM - PHONE/FAX/ALARM						
	2,388.00	2,388.00	0.00	0.00	0.00	2,388.00	.0%
420 54101	COMMUNICATIONS-CELLULAR						
	2,000.00	2,000.00	102.00	102.00	0.00	1,898.00	5.1%
420 54103	COMMUNICATIONS-INTERNET						
	5,750.00	5,750.00	185.50	185.50	0.00	5,564.50	3.2%
420 54200	POSTAGE						
	100.00	100.00	6.58	6.58	0.00	93.42	6.6%
420 54300	UTILITIES ELECTRIC						
	42,000.00	42,000.00	0.00	0.00	0.00	42,000.00	.0%
420 54310	UTILITIES-WATER & WASTEWATER						
	13,400.00	13,400.00	678.56	678.56	0.00	12,721.44	5.1%
420 54500	INSURANCE						
	66,499.00	66,499.00	5,543.00	5,543.00	0.00	60,956.00	8.3%
420 54610	R/M BLDG & GROUNDS						
	175,000.00	175,000.00	7,958.90	7,958.90	0.00	167,041.10	4.5%
420 54611	R/M FACILITIES						
	7,500.00	7,500.00	3.36	3.36	0.00	7,496.64	.0%
420 54620	R/M EQUIPMENT						
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
420 54630	R/M VEHICLES-LABOR						
	7,000.00	7,000.00	480.00	480.00	0.00	6,520.00	6.9%
420 54640	R/M VEHICLES-PARTS						
	7,000.00	7,000.00	1,778.43	1,778.43	0.00	5,221.57	25.4%
420 54700	PRINTING						
	650.00	650.00	0.00	0.00	0.00	650.00	.0%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54800	PROMOTIONAL						
	750.00	750.00	0.00	0.00	0.00	750.00	.0%
420 54910	BILLING COSTS						
	7,300.00	7,300.00	608.00	608.00	0.00	6,692.00	8.3%
420 55100	OFFICE SUPPLIES						
	4,800.00	4,800.00	0.00	0.00	0.00	4,800.00	.0%
420 55200	OPERATING SUPPLIES						
	1,940.00	1,940.00	794.80	794.80	0.00	1,145.20	41.0%
420 55210	UNIFORMS						
	400.00	400.00	0.00	0.00	0.00	400.00	.0%
420 55230	GAS/OIL						
	7,000.00	7,000.00	389.56	389.56	0.00	6,610.44	5.6%
420 55400	BOOKS/SUBS/DUES						
	525.00	525.00	330.00	330.00	0.00	195.00	62.9%
420 56300	IMPROVEMENTS						
	4,350,967.00	4,350,967.00	1,160.30	1,160.30	11,856.70	4,337,950.00	.3%
420 56400	MACH/EQUIP						
	30,000.00	30,000.00	17,945.00	17,945.00	7,055.00	5,000.00	83.3%
420 56401	EQUIP-NON CAPITAL						
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 57100	PRINCIPAL						
	82,000.00	82,000.00	0.00	0.00	0.00	82,000.00	.0%
420 57200	INTEREST						
	33,322.00	33,322.00	0.00	0.00	0.00	33,322.00	.0%
420 59990	RESERVE						
	154,615.00	154,615.00	0.00	0.00	0.00	154,615.00	.0%
TOTAL AIRPORT							
	0.00	0.00	-18,881.85	-18,881.85	18,911.70	-29.85	100.0%
TOTAL REVENUES							
	-5,314,030.00	-5,314,030.00	-69,118.77	-69,118.77	0.00	-5,244,911.23	
TOTAL EXPENSES							
	5,314,030.00	5,314,030.00	50,236.92	50,236.92	18,911.70	5,244,881.38	
GRAND TOTAL							
	0.00	0.00	-18,881.85	-18,881.85	18,911.70	-29.85	100.0%

** END OF REPORT - Generated by Susan Carless **

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 34340 GARBAGE FEES	-2,621,800.00	-2,621,800.00	-231,426.31	-231,426.31	0.00	-2,390,373.69	8.8%
440 36110 INTEREST	0.00	0.00	-25.24	-25.24	0.00	25.24	100.0%
440 36990 OTHER REVENUE	-37,000.00	-37,000.00	0.00	0.00	0.00	-37,000.00	.0%
440 38910 CASH BALANCE FORWARD	-280,287.00	-280,287.00	0.00	0.00	0.00	-280,287.00	.0%
440 53200 AUDITING	6,795.00	6,795.00	566.00	566.00	0.00	6,229.00	8.3%
440 53400 CONTRACTUAL	138,200.00	138,200.00	1,792.19	1,792.19	0.00	136,407.81	1.3%
440 53440 SANITATION SERVICES EXPENSE	2,383,216.00	2,383,216.00	0.00	0.00	0.00	2,383,216.00	.0%
440 53444 RECYCLING SERVICES	20,000.00	20,000.00	20,000.00	20,000.00	0.00	0.00	100.0%
440 54610 R/M BLDG & GROUNDS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
440 54910 BILLING COSTS	92,000.00	92,000.00	7,667.00	7,667.00	0.00	84,333.00	8.3%
440 55644 NON PROFIT KNB	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
440 56401 NON CAP EQUIP	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	.0%
440 59100 TRANSFER TO GENERAL FUND	136,000.00	136,000.00	11,337.00	11,337.00	0.00	124,663.00	8.3%
440 59990 RESERVE	140,876.00	140,876.00	0.00	0.00	0.00	140,876.00	.0%
TOTAL SANITATION	0.00	0.00	-190,089.36	-190,089.36	0.00	190,089.36	100.0%
TOTAL REVENUES	-2,939,087.00	-2,939,087.00	-231,451.55	-231,451.55	0.00	-2,707,635.45	
TOTAL EXPENSES	2,939,087.00	2,939,087.00	41,362.19	41,362.19	0.00	2,897,724.81	
GRAND TOTAL	0.00	0.00	-190,089.36	-190,089.36	0.00	190,089.36	100.0%

** END OF REPORT - Generated by Susan Carless **

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
			LY $498,469.94				
450 34345	WASTEWATER CHARGES						
	-5,289,112.00	-5,289,112.00	-449,369.30	-449,369.30	0.00	-4,839,742.70	8.5%
450 34530	SEPTIC DUMPING						
	-40,000.00	-40,000.00	-3,312.00	-3,312.00	0.00	-36,688.00	8.3%
450 34535	WASTEWATER TAP FEES						
	-31,250.00	-31,250.00	0.00	0.00	0.00	-31,250.00	.0%
450 34910	WASTEWATER MISCELLANEOUS FEES						
	-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%
450 36110	INTEREST						
	-90,000.00	-90,000.00	-6,365.57	-6,365.57	0.00	-83,634.43	7.1%
450 36120	UNREALIZED GAIN						
	0.00	0.00	263.59	263.59	0.00	-263.59	100.0%
450 36990	OTHER REVENUE						
	-3,000.00	-3,000.00	-1,100.00	-1,100.00	0.00	-1,900.00	36.7%
450 38910	CASH BALANCE FORWARD						
	-6,037,004.00	-6,037,004.00	0.00	0.00	0.00	-6,037,004.00	.0%
450 51200	SALARIES						
	594,001.00	594,001.00	27,266.36	27,266.36	0.00	566,734.64	4.6%
450 51350	PART-TIME						
	32,644.00	32,644.00	2,553.73	2,553.73	0.00	30,090.27	7.8%
450 51400	OVERTIME						
	110,000.00	110,000.00	4,072.93	4,072.93	0.00	105,927.07	3.7%
450 52100	FICA						
	56,353.00	56,353.00	2,435.65	2,435.65	0.00	53,917.35	4.3%
450 52200	RETIREMENT						
	151,643.00	151,643.00	6,577.87	6,577.87	0.00	145,065.13	4.3%
450 52300	HEALTH INSUR						
	157,043.00	157,043.00	12,637.99	12,637.99	0.00	144,405.01	8.0%
450 52301	LIFE INSUR						
	3,252.00	3,252.00	267.91	267.91	0.00	2,984.09	8.2%
450 52350	OPEB COSTS						
	15,361.00	15,361.00	1,280.00	1,280.00	0.00	14,081.00	8.3%
450 52400	WORKERS' COMP						
	9,787.00	9,787.00	816.00	816.00	0.00	8,971.00	8.3%
450 53200	AUDITING						
	14,345.00	14,345.00	1,195.00	1,195.00	0.00	13,150.00	8.3%
450 53400	CONTRACTUAL						
	251,327.00	251,327.00	2,322.73	2,322.73	0.00	249,004.27	.9%
450 54000	TRAINING/TRAVEL						
	16,375.00	16,375.00	0.00	0.00	0.00	16,375.00	.0%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54100	COMM - PHONE/FAX/ALARM						
	3,612.00	3,612.00	0.00	0.00	0.00	3,612.00	.0%
450 54101	COMMUNICATIONS-CELLULAR						
	5,000.00	5,000.00	176.11	176.11	0.00	4,823.89	3.5%
450 54103	COMMUNICATIONS-INTERNET						
	3,635.00	3,635.00	292.25	292.25	0.00	3,342.75	8.0%
450 54200	POSTAGE						
	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	.0%
450 54300	UTILITIES ELECTRIC						
	189,000.00	189,000.00	9,314.29	9,314.29	0.00	179,685.71	4.9%
450 54310	UTILITIES-WATER & WASTEWATER						
	35,000.00	35,000.00	715.87	715.87	0.00	34,284.13	2.0%
450 54320	UTILITIES-PROPANE/OTHER						
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54500	INSURANCE						
	24,246.00	24,246.00	2,021.00	2,021.00	0.00	22,225.00	8.3%
450 54610	R/M BLDG & GROUNDS						
	22,500.00	22,500.00	0.00	0.00	0.00	22,500.00	.0%
450 54611	R/M FACILITIES						
	9,500.00	9,500.00	0.00	0.00	3,500.00	6,000.00	36.8%
450 54620	R/M EQUIPMENT						
	113,500.00	113,500.00	4,334.68	4,334.68	0.00	109,165.32	3.8%
450 54630	R/M VEHICLES-LABOR						
	26,000.00	26,000.00	457.50	457.50	0.00	25,542.50	1.8%
450 54640	R/M VEHICLES-PARTS						
	40,000.00	40,000.00	229.20	229.20	0.00	39,770.80	.6%
450 54910	BILLING COSTS						
	200,000.00	200,000.00	16,667.00	16,667.00	0.00	183,333.00	8.3%
450 54920	UTILITY ADMIN COSTS						
	225,000.00	225,000.00	18,750.00	18,750.00	0.00	206,250.00	8.3%
450 55100	OFFICE SUPPLIES						
	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	.0%
450 55200	OPERATING SUPPLIES						
	198,955.00	198,955.00	11,094.98	11,094.98	0.00	187,860.02	5.6%
450 55210	UNIFORMS						
	10,525.00	10,525.00	1,167.93	1,167.93	0.00	9,357.07	11.1%
450 55220	JANITORIAL SUPPLIES						
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
450 55230	GAS/OIL						
	30,000.00	30,000.00	1,388.66	1,388.66	0.00	28,611.34	4.6%
450 55240	CHEMICALS						
	70,000.00	70,000.00	4,762.96	4,762.96	0.00	65,237.04	6.8%
450 55300	ROAD MATERIALS						
	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	.0%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 55400	BOOKS/SUBS/DUES						
	1,900.00	1,900.00	0.00	0.00	0.00	1,900.00	.0%
450 56300	IMPROVEMENTS						
	850,000.00	850,000.00	16,184.25	16,184.25	-3,282.60	837,098.35	1.5%
450 56400	MACH/EQUIP						
	104,000.00	104,000.00	0.00	0.00	0.00	104,000.00	.0%
450 56401	EQUIP-NON CAPITAL						
	23,500.00	23,500.00	0.00	0.00	0.00	23,500.00	.0%
450 59100	TRANSFER TO GENERAL FUND						
	360,000.00	360,000.00	30,000.00	30,000.00	0.00	330,000.00	8.3%
450 59230	TRANSFER TO UTIL ACQ DS						
	417,513.00	417,513.00	34,790.00	34,790.00	0.00	382,723.00	8.3%
450 59330	TRANSFER TO WW CAPITAL						
	1,500,000.00	1,500,000.00	125,000.00	125,000.00	0.00	1,375,000.00	8.3%
450 59460	TRANSFER TO WATER FUND						
	600,000.00	600,000.00	50,000.00	50,000.00	0.00	550,000.00	8.3%
450 59990	RESERVE						
	4,998,449.00	4,998,449.00	0.00	0.00	0.00	4,998,449.00	.0%
TOTAL WASTEWATER							
	0.00	0.00	-71,110.43	-71,110.43	217.40	70,893.03	100.0%
	TOTAL REVENUES						
	-11,495,366.00	-11,495,366.00	-459,883.28	-459,883.28	0.00	-11,035,482.72	
	TOTAL EXPENSES						
	11,495,366.00	11,495,366.00	388,772.85	388,772.85	217.40	11,106,375.75	
	GRAND TOTAL						
	0.00	0.00	-71,110.43	-71,110.43	217.40	70,893.03	100.0%

** END OF REPORT - Generated by Susan Carless **

FOR 2021 01

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER								
				LY $392,164.55				
460 34346	WATER CHARGES	-4,233,544.00	-4,233,544.00	-323,870.75	-323,870.75	0.00	-3,909,673.25	7.7%
460 34610	WATER TAP CHARGES	-53,560.00	-53,560.00	-1,250.00	-1,250.00	0.00	-52,310.00	2.3%
460 34620	WATER METER INSTALLATION FEES	-37,801.00	-37,801.00	-768.44	-768.44	0.00	-37,032.56	2.0%
460 34621	WATER NONPAY RECONNECT FEE	-30,000.00	-30,000.00	65.00	65.00	0.00	-30,065.00	-.2%
460 34910	MISCELLANEOUS FEES	-10,712.00	-10,712.00	0.00	0.00	0.00	-10,712.00	.0%
460 36110	INTEREST	-79,745.00	-79,745.00	-2,267.07	-2,267.07	0.00	-77,477.93	2.8%
460 36120	UNREALIZED GAIN	0.00	0.00	271.57	271.57	0.00	-271.57	100.0%
460 36323	EXTENSION CHARGES	-24,720.00	-24,720.00	0.00	0.00	0.00	-24,720.00	.0%
460 36990	OTHER REVENUE	-10,000.00	-10,000.00	0.00	0.00	0.00	-10,000.00	.0%
460 36995	LATE FEES	-16,322.00	-16,322.00	43.75	43.75	0.00	-16,365.75	-.3%
460 38145	FROM WASTEWATER	-600,000.00	-600,000.00	-50,000.00	-50,000.00	0.00	-550,000.00	8.3%
460 38910	CASH BALANCE FORWARD	-5,249,788.00	-5,249,788.00	0.00	0.00	0.00	-5,249,788.00	.0%
460 38912	RESERVE - R & R FUND	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
460 51200	SALARIES	575,137.00	575,137.00	23,246.22	23,246.22	0.00	551,890.78	4.0%
460 51400	OVERTIME	125,000.00	125,000.00	5,215.30	5,215.30	0.00	119,784.70	4.2%
460 52100	FICA	53,560.00	53,560.00	2,079.24	2,079.24	0.00	51,480.76	3.9%
460 52200	RETIREMENT	151,061.00	151,061.00	5,510.26	5,510.26	0.00	145,550.74	3.6%
460 52300	HEALTH INSUR	147,634.00	147,634.00	10,621.30	10,621.30	0.00	137,012.70	7.2%
460 52301	LIFE INSUR	3,156.00	3,156.00	231.70	231.70	0.00	2,924.30	7.3%
460 52350	OPEB COSTS	14,483.00	14,483.00	1,207.00	1,207.00	0.00	13,276.00	8.3%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52400	WORKERS' COMP						
	10,353.00	10,353.00	863.00	863.00	0.00	9,490.00	8.3%
460 52500	UNEMPLOYMENT						
	0.00	0.00	602.19	602.19	0.00	-602.19	100.0%
460 53200	AUDITING						
	9,815.00	9,815.00	818.00	818.00	0.00	8,997.00	8.3%
460 53400	CONTRACTUAL						
	149,651.00	149,651.00	9,682.44	9,682.44	0.00	139,968.56	6.5%
460 54000	TRAINING/TRAVEL						
	12,120.00	12,120.00	2,493.00	2,493.00	0.00	9,627.00	20.6%
460 54100	COMM - PHONE/FAX/ALARM						
	2,116.00	2,116.00	0.00	0.00	0.00	2,116.00	.0%
460 54101	COMMUNICATIONS-CELLULAR						
	10,000.00	10,000.00	827.45	827.45	0.00	9,172.55	8.3%
460 54103	COMMUNICATIONS-INTERNET						
	5,250.00	5,250.00	275.41	275.41	0.00	4,974.59	5.2%
460 54200	POSTAGE						
	1,825.00	1,825.00	0.00	0.00	0.00	1,825.00	.0%
460 54300	UTILITIES ELECTRIC						
	297,000.00	297,000.00	5,082.06	5,082.06	0.00	291,917.94	1.7%
460 54310	UTILITIES-WATER & WASTEWATER						
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
460 54320	UTILITIES-PROPANE/OTHER						
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
460 54440	LAND RENT						
	25,000.00	25,000.00	1,534.39	1,534.39	0.00	23,465.61	6.1%
460 54500	INSURANCE						
	16,036.00	16,036.00	1,337.00	1,337.00	0.00	14,699.00	8.3%
460 54610	R/M BLDG & GROUNDS						
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
460 54611	R/M FACILITIES						
	14,500.00	14,500.00	0.00	0.00	373.00	14,127.00	2.6%
460 54620	R/M EQUIPMENT						
	230,000.00	230,000.00	8,393.39	8,393.39	0.00	221,606.61	3.6%
460 54630	R/M VEHICLES-LABOR						
	16,000.00	16,000.00	588.75	588.75	0.00	15,411.25	3.7%
460 54640	R/M VEHICLES-PARTS						
	20,000.00	20,000.00	241.66	241.66	0.00	19,758.34	1.2%
460 54800	PROMOTIONAL						
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
460 54910	BILLING COSTS						
	200,000.00	200,000.00	16,667.00	16,667.00	0.00	183,333.00	8.3%
460 54920	UTILITY ADMIN COSTS						
	225,000.00	225,000.00	18,750.00	18,750.00	0.00	206,250.00	8.3%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55100	OFFICE SUPPLIES						
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
460 55200	OPERATING SUPPLIES						
	164,255.00	164,255.00	11,135.61	11,135.61	0.00	153,119.39	6.8%
460 55210	UNIFORMS						
	9,900.00	9,900.00	2,333.53	2,333.53	0.00	7,566.47	23.6%
460 55220	JANITORIAL SUPPLIES						
	450.00	450.00	0.00	0.00	0.00	450.00	.0%
460 55230	GAS/OIL						
	35,000.00	35,000.00	2,425.70	2,425.70	0.00	32,574.30	6.9%
460 55240	CHEMICALS						
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
460 55300	ROAD MATERIALS						
	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	.0%
460 55400	BOOKS/SUBS/DUES						
	6,140.00	6,140.00	450.00	450.00	0.00	5,690.00	7.3%
460 56200	BUILDING						
	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	.0%
460 56300	IMPROVEMENTS						
	220,000.00	220,000.00	12,705.00	12,705.00	168,227.65	39,067.35	82.2%
460 56400	MACH/EQUIP						
	107,000.00	107,000.00	0.00	0.00	95,767.00	11,233.00	89.5%
460 56401	EQUIP-NON CAPITAL						
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
460 59100	TRANSFER TO GENERAL FUND						
	180,000.00	180,000.00	15,000.00	15,000.00	0.00	165,000.00	8.3%
460 59230	TRANSFER TO UTIL ACQ DS						
	1,496,879.00	1,496,879.00	124,739.00	124,739.00	0.00	1,372,140.00	8.3%
460 59910	CONTINGENCY R & R						
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990	RESERVE						
	5,725,871.00	5,725,871.00	0.00	0.00	0.00	5,725,871.00	.0%
TOTAL WATER							
	0.00	0.00	-92,720.34	-92,720.34	264,367.65	-171,647.31	100.0%
	TOTAL REVENUES						
	-10,546,192.00	-10,546,192.00	-377,775.94	-377,775.94	0.00	-10,168,416.06	
	TOTAL EXPENSES						
	10,546,192.00	10,546,192.00	285,055.60	285,055.60	264,367.65	9,996,768.75	
	GRAND TOTAL						
	0.00	0.00	-92,720.34	-92,720.34	264,367.65	-171,647.31	100.0%

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FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33120 FEMA FED GRANT	-383,803.00	-383,803.00	0.00	0.00	0.00	-383,803.00	.0%
470 33420 FEMA STATE	-231,197.00	-231,197.00	0.00	0.00	0.00	-231,197.00	.0%
470 33700 SJRWMD GRANT	-412,945.00	-412,945.00	0.00	0.00	0.00	-412,945.00	.0%
470 34347 WATER DRAINAGE FEES	-875,000.00	-875,000.00	-73,752.10	-73,752.10	0.00	-801,247.90	8.4%
470 38410 LOAN PROCEEDS	-425,000.00	-425,000.00	0.00	0.00	0.00	-425,000.00	.0%
470 38910 CASH BALANCE FORWARD	-26,799.00	-26,799.00	0.00	0.00	0.00	-26,799.00	.0%
470 51200 SALARIES	304,844.00	304,844.00	13,239.12	13,239.12	0.00	291,604.88	4.3%
470 51210 WC REIMB	0.00	0.00	-1,109.26	-1,109.26	0.00	1,109.26	100.0%
470 51400 OVERTIME	13,000.00	13,000.00	685.44	685.44	0.00	12,314.56	5.3%
470 52100 FICA	24,315.00	24,315.00	896.72	896.72	0.00	23,418.28	3.7%
470 52200 RETIREMENT	68,463.00	68,463.00	2,719.15	2,719.15	0.00	65,743.85	4.0%
470 52300 HEALTH INSUR	70,325.00	70,325.00	5,795.47	5,795.47	0.00	64,529.53	8.2%
470 52301 LIFE INSUR	1,644.00	1,644.00	133.01	133.01	0.00	1,510.99	8.1%
470 52350 OPEB COSTS	2,194.00	2,194.00	183.00	183.00	0.00	2,011.00	8.3%
470 52400 WORKERS' COMP	4,195.00	4,195.00	350.00	350.00	0.00	3,845.00	8.3%
470 53100 PROFESSIONAL SERVICES	115,000.00	115,000.00	0.00	0.00	0.00	115,000.00	.0%
470 53200 AUDITING	6,040.00	6,040.00	503.00	503.00	0.00	5,537.00	8.3%
470 53400 CONTRACTUAL	74,037.00	74,037.00	4,717.99	4,717.99	0.00	69,319.01	6.4%
470 54000 TRAINING/TRAVEL	6,793.00	6,793.00	0.00	0.00	0.00	6,793.00	.0%
470 54100 COMM - PHONE/FAX/ALARM	216.00	216.00	0.00	0.00	0.00	216.00	.0%

LY $72,150.20

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54101	COMMUNICATIONS-CELLULAR						
	2,500.00	2,500.00	182.47	182.47	0.00	2,317.53	7.3%
470 54103	COMMUNICATIONS-INTERNET						
	1,635.00	1,635.00	62.76	62.76	0.00	1,572.24	3.8%
470 54200	POSTAGE						
	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300	UTILITIES ELECTRIC						
	3,600.00	3,600.00	398.60	398.60	0.00	3,201.40	11.1%
470 54310	UTILITIES-WATER & WASTEWATER						
	1,000.00	1,000.00	61.11	61.11	0.00	938.89	6.1%
470 54400	RENTALS/LEASES						
	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	.0%
470 54500	INSURANCE						
	5,049.00	5,049.00	421.00	421.00	0.00	4,628.00	8.3%
470 54610	R/M BLDG & GROUNDS						
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
470 54611	R/M FACILITIES						
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
470 54620	R/M EQUIPMENT						
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
470 54630	R/M VEHICLES-LABOR						
	8,500.00	8,500.00	90.00	90.00	0.00	8,410.00	1.1%
470 54640	R/M VEHICLES-PARTS						
	10,000.00	10,000.00	181.86	181.86	0.00	9,818.14	1.8%
470 54700	PRINTING						
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
470 54800	PROMOTIONAL						
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 54910	BILLING COSTS						
	35,000.00	35,000.00	2,917.00	2,917.00	0.00	32,083.00	8.3%
470 55100	OFFICE SUPPLIES						
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 55200	OPERATING SUPPLIES						
	127,565.00	127,565.00	3,532.22	3,532.22	0.00	124,032.78	2.8%
470 55210	UNIFORMS						
	3,300.00	3,300.00	319.98	319.98	0.00	2,980.02	9.7%
470 55230	GAS/OIL						
	13,000.00	13,000.00	761.74	761.74	0.00	12,238.26	5.9%
470 55400	BOOKS/SUBS/DUES						
	910.00	910.00	500.00	500.00	0.00	410.00	54.9%
470 56300	IMPROVEMENTS						
	1,107,850.00	1,107,850.00	0.00	0.00	14,686.65	1,093,163.35	1.3%
470 56400	MACH/EQUIP						
	435,000.00	435,000.00	0.00	0.00	0.00	435,000.00	.0%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 57100	PRINCIPAL						
	118,497.00	118,497.00	0.00	0.00	0.00	118,497.00	.0%
470 57200	INTEREST						
	13,716.00	13,716.00	0.00	0.00	0.00	13,716.00	.0%
470 59990	RESERVE						
	-241,994.00	-241,994.00	0.00	0.00	0.00	-241,994.00	.0%
TOTAL STORMWATER							
	0.00	0.00	-36,209.72	-36,209.72	14,686.65	21,523.07	100.0%
	TOTAL REVENUES						
	-2,354,744.00	-2,354,744.00	-73,752.10	-73,752.10	0.00	-2,280,991.90	
	TOTAL EXPENSES						
	2,354,744.00	2,354,744.00	37,542.38	37,542.38	14,686.65	2,302,514.97	
	GRAND TOTAL						
	0.00	0.00	-36,209.72	-36,209.72	14,686.65	21,523.07	100.0%

** END OF REPORT - Generated by Susan Carless **

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		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA								
480 33120	FEMA GRANT	-5,754,873.00	-5,754,873.00	0.00	0.00	0.00	-5,754,873.00	.0%
480 33400	STATE GRANT	-375,000.00	-375,000.00	0.00	0.00	0.00	-375,000.00	.0%
480 33420	FEMA STATE	-959,145.00	-959,145.00	0.00	0.00	0.00	-959,145.00	.0%
480 34750	SLIP RENTALS - PERMANENT	-350,000.00	-350,000.00	-21,432.43	-21,432.43	0.00	-328,567.57	6.1%
480 34755	SLIP RENTALS - TRANSIENT	-550,000.00	-550,000.00	-51,399.11	-51,399.11	0.00	-498,600.89	9.3%
480 34757	SLIP RENTALS - NON-TAXABLE	-36,000.00	-36,000.00	0.00	0.00	0.00	-36,000.00	.0%
480 34759	DOCK STORE RENT	0.00	0.00	-100.00	-100.00	0.00	100.00	100.0%
480 34760	BUSINESS RENTALS	-26,500.00	-26,500.00	-2,122.06	-2,122.06	0.00	-24,377.94	8.0%
480 34762	MOORINGS-TAXABLE	-32,000.00	-32,000.00	-1,125.00	-1,125.00	0.00	-30,875.00	3.5%
480 34763	MOORINGS - NON TAXABLE	0.00	0.00	-50.00	-50.00	0.00	50.00	100.0%
480 34766	SERVICES-NON TAXABLE	-100.00	-100.00	0.00	0.00	0.00	-100.00	.0%
480 34767	SERVICES-TAXABLE	-1,200.00	-1,200.00	-213.08	-213.08	0.00	-986.92	17.8%
480 34770	FUEL-DIESEL	-1,350,000.00	-1,350,000.00	0.00	0.00	0.00	-1,350,000.00	.0%
480 34771	FUEL-GAS	-275,000.00	-275,000.00	0.00	0.00	0.00	-275,000.00	.0%
480 34773	FUEL-DIESEL NON-TAXABLE	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
480 34775	FUEL-DISCOUNTS DIESEL	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	.0%
480 34776	FUEL-DISCOUNTS GAS	900.00	900.00	0.00	0.00	0.00	900.00	.0%
480 36215	NON-TAXABLE RENT	-9,300.00	-9,300.00	-622.22	-622.22	0.00	-8,677.78	6.7%
480 36990	OTHER REVENUE	-3,100.00	-3,100.00	0.00	0.00	0.00	-3,100.00	.0%
480 38101	FROM GENERAL FUND	-300,000.00	-300,000.00	-25,000.00	-25,000.00	0.00	-275,000.00	8.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 38410	LOAN PROCEEDS						
	0.00	-95,900.00	0.00	0.00	0.00	-95,900.00	.0%
480 38910	CASH BALANCE FORWARD						
	2,656,656.00	2,656,656.00	0.00	0.00	0.00	2,656,656.00	.0%
480 51300	SEASONAL/TEMPORARY						
	0.00	0.00	1,200.00	1,200.00	0.00	-1,200.00	100.0%
480 52100	FICA						
	0.00	0.00	91.80	91.80	0.00	-91.80	100.0%
480 53100	PROFESSIONAL SERVICES						
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
480 53200	AUDITING						
	6,795.00	6,795.00	566.00	566.00	0.00	6,229.00	8.3%
480 53400	CONTRACTUAL						
	491,498.00	491,498.00	39,062.21	39,062.21	0.00	452,435.79	7.9%
480 54000	TRAINING/TRAVEL						
	650.00	650.00	0.00	0.00	0.00	650.00	.0%
480 54100	COMM - PHONE/FAX/ALARM						
	3,708.00	3,708.00	0.00	0.00	0.00	3,708.00	.0%
480 54101	COMMUNICATIONS-CELLULAR						
	2,410.00	2,410.00	139.67	139.67	0.00	2,270.33	5.8%
480 54103	COMMUNICATIONS-INTERNET						
	10,250.00	10,250.00	174.42	174.42	0.00	10,075.58	1.7%
480 54300	UTILITIES ELECTRIC						
	48,500.00	48,500.00	-1,305.86	-1,305.86	0.00	49,805.86	-2.7%
480 54310	UTILITIES-WATER & WASTEWATER						
	39,500.00	39,500.00	0.00	0.00	0.00	39,500.00	.0%
480 54400	RENTALS/LEASES						
	6,840.00	6,840.00	0.00	0.00	0.00	6,840.00	.0%
480 54500	INSURANCE						
	236,236.00	236,236.00	36,777.00	36,777.00	0.00	199,459.00	15.6%
480 54610	R/M BLDG & GROUNDS						
	20,750.00	20,750.00	687.47	687.47	0.00	20,062.53	3.3%
480 54611	R/M FACILITIES						
	20,300.00	20,300.00	430.55	430.55	0.00	19,869.45	2.1%
480 54620	R/M EQUIPMENT						
	7,700.00	7,700.00	0.00	0.00	0.00	7,700.00	.0%
480 54630	R/M VEHICLES-LABOR						
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
480 54640	R/M VEHICLES-PARTS						
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
480 54675	R/M MOORING FIELD						
	19,950.00	19,950.00	0.00	0.00	0.00	19,950.00	.0%
480 54700	PRINTING						
	2,825.00	2,825.00	0.00	0.00	0.00	2,825.00	.0%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 54800	PROMOTIONAL						
	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	.0%
480 55100	OFFICE SUPPLIES						
	4,500.00	4,500.00	347.36	347.36	0.00	4,152.64	7.7%
480 55200	OPERATING SUPPLIES						
	53,365.00	53,365.00	3,209.53	3,209.53	0.00	50,155.47	6.0%
480 55210	UNIFORMS						
	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	.0%
480 55220	JANITORIAL SUPPLIES						
	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	.0%
480 55230	GAS/OIL						
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
480 55400	BOOKS/SUBS/DUES						
	825.00	825.00	0.00	0.00	0.00	825.00	.0%
480 55510	FUEL FOR RESALE						
	1,150,000.00	1,150,000.00	0.00	0.00	0.00	1,150,000.00	.0%
480 56200	BUILDING						
	0.00	95,900.00	17,262.49	17,262.49	-17,000.00	95,637.51	.3%
480 56300	IMPROVEMENTS						
	725,000.00	725,000.00	0.00	0.00	8,500.00	716,500.00	1.2%
480 57100	PRINCIPAL						
	7,332,171.00	7,332,171.00	0.00	0.00	0.00	7,332,171.00	.0%
480 57200	INTEREST						
	194,132.00	194,132.00	5,990.00	5,990.00	0.00	188,142.00	3.1%
480 59990	RESERVE						
	-3,037,543.00	-3,037,543.00	0.00	0.00	0.00	-3,037,543.00	.0%
TOTAL MARINA							
	0.00	0.00	2,568.74	2,568.74	-8,500.00	5,931.26	100.0%
	TOTAL REVENUES						
	-7,361,162.00	-7,457,062.00	-102,063.90	-102,063.90	0.00	-7,354,998.10	
	TOTAL EXPENSES						
	7,361,162.00	7,457,062.00	104,632.64	104,632.64	-8,500.00	7,360,929.36	
	GRAND TOTAL						
	0.00	0.00	2,568.74	2,568.74	-8,500.00	5,931.26	100.0%

** END OF REPORT - Generated by Susan Carless **

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36110 INTEREST	0.00	0.00	-9.94	-9.94	0.00	9.94	100.0%
510 36990 OTHER REVENUE	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
510 36992 GAIN ON SALE OF ASSET	-65,000.00	-65,000.00	0.00	0.00	0.00	-65,000.00	.0%
510 36994 LOANER VEHICLE REVENUE	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
510 38045 LABOR	0.00	0.00	-337.50	-337.50	0.00	337.50	100.0%
510 38053 GAS/OIL	-346,000.00	-346,000.00	-21,504.05	-21,504.05	0.00	-324,495.95	6.2%
510 38144 FROM SANITATION	-20,000.00	-20,000.00	-20,000.00	-20,000.00	0.00	0.00	100.0%
510 38910 CASH BALANCE FORWARD	-45,302.00	-45,302.00	0.00	0.00	0.00	-45,302.00	.0%
TOTAL FLEET	-481,802.00	-481,802.00	-41,851.49	-41,851.49	0.00	-439,950.51	8.7%
TOTAL REVENUES	-481,802.00	-481,802.00	-41,851.49	-41,851.49	0.00	-439,950.51	
5101000 GENERAL FUND							
5101000 38040 PARTS	-266,500.00	-266,500.00	-20,824.44	-20,824.44	0.00	-245,675.56	7.8%
5101000 38045 LABOR	-183,000.00	-183,000.00	-15,213.00	-15,213.00	0.00	-167,787.00	8.3%
TOTAL GENERAL FUND	-449,500.00	-449,500.00	-36,037.44	-36,037.44	0.00	-413,462.56	8.0%
TOTAL REVENUES	-449,500.00	-449,500.00	-36,037.44	-36,037.44	0.00	-413,462.56	
5102400 FLEET BUILDING/PERMITTING							
5102400 38040 PARTS	0.00	0.00	-2,879.58	-2,879.58	0.00	2,879.58	100.0%

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5102400 FLEET BUILDING/PERMITTING	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-2,879.58	-2,879.58	0.00	2,879.58	100.0%
TOTAL REVENUES	0.00	0.00	-2,879.58	-2,879.58	0.00	2,879.58	
5102401 FLEET BUILDING/PERMITTING							
5102401 38040 PARTS	-3,500.00	-3,500.00	0.00	0.00	0.00	-3,500.00	.0%
5102401 38045 LABOR	-4,000.00	-4,000.00	-622.50	-622.50	0.00	-3,377.50	15.6%
TOTAL FLEET BUILDING/PERMITTING	-7,500.00	-7,500.00	-622.50	-622.50	0.00	-6,877.50	8.3%
TOTAL REVENUES	-7,500.00	-7,500.00	-622.50	-622.50	0.00	-6,877.50	
5103900 CEMETERY							
5103900 38040 PARTS	-2,000.00	-2,000.00	-590.31	-590.31	0.00	-1,409.69	29.5%
5103900 38045 LABOR	-2,500.00	-2,500.00	-112.50	-112.50	0.00	-2,387.50	4.5%
TOTAL CEMETERY	-4,500.00	-4,500.00	-702.81	-702.81	0.00	-3,797.19	15.6%
TOTAL REVENUES	-4,500.00	-4,500.00	-702.81	-702.81	0.00	-3,797.19	
5104100 GOLF COURSE							
5104100 38040 PARTS	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%
5104100 38045 LABOR	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%
TOTAL GOLF COURSE	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
TOTAL REVENUES	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	

FOR 2021 01

5104200 AIRPORT

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104200 AIRPORT							
5104200 38040 PARTS	-7,000.00	-7,000.00	-1,778.43	-1,778.43	0.00	-5,221.57	25.4%
5104200 38045 LABOR	-7,000.00	-7,000.00	-480.00	-480.00	0.00	-6,520.00	6.9%
TOTAL AIRPORT	-14,000.00	-14,000.00	-2,258.43	-2,258.43	0.00	-11,741.57	16.1%
TOTAL REVENUES	-14,000.00	-14,000.00	-2,258.43	-2,258.43	0.00	-11,741.57	
5104500 WASTEWATER							
5104500 38040 PARTS	-40,000.00	-40,000.00	-229.20	-229.20	0.00	-39,770.80	.6%
5104500 38045 LABOR	26,000.00	26,000.00	-457.50	-457.50	0.00	26,457.50	-1.8%
TOTAL WASTEWATER	-14,000.00	-14,000.00	-686.70	-686.70	0.00	-13,313.30	4.9%
TOTAL REVENUES	-14,000.00	-14,000.00	-686.70	-686.70	0.00	-13,313.30	
5104600 WATER							
5104600 38040 PARTS	-20,000.00	-20,000.00	-241.66	-241.66	0.00	-19,758.34	1.2%
5104600 38045 LABOR	-16,000.00	-16,000.00	-588.75	-588.75	0.00	-15,411.25	3.7%
TOTAL WATER	-36,000.00	-36,000.00	-830.41	-830.41	0.00	-35,169.59	2.3%
TOTAL REVENUES	-36,000.00	-36,000.00	-830.41	-830.41	0.00	-35,169.59	
5104700 STORMWATER							
5104700 38040 PARTS	-10,000.00	-10,000.00	-181.86	-181.86	0.00	-9,818.14	1.8%

FOR 2021 01

5104700 STORMWATER ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104700 38045 LABOR						
-8,500.00	-8,500.00	-90.00	-90.00	0.00	-8,410.00	1.1%
TOTAL STORMWATER						
-18,500.00	-18,500.00	-271.86	-271.86	0.00	-18,228.14	1.5%
TOTAL REVENUES						
-18,500.00	-18,500.00	-271.86	-271.86	0.00	-18,228.14	
5104800 MARINA						
5104800 38040 PARTS						
-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
5104800 38045 LABOR						
-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
TOTAL MARINA						
-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%
TOTAL REVENUES						
-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	
GRAND TOTAL						
-1,028,802.00	-1,028,802.00	-86,141.22	-86,141.22	0.00	-942,660.78	8.4%

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FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200 SALARIES	129,578.00	129,578.00	6,034.54	6,034.54	0.00	123,543.46	4.7%
510 51210 WC REIMB	0.00	0.00	-608.53	-608.53	0.00	608.53	100.0%
510 51350 PART-TIME	30,268.00	30,268.00	988.64	988.64	0.00	29,279.36	3.3%
510 51400 OVERTIME	8,500.00	8,500.00	154.25	154.25	0.00	8,345.75	1.8%
510 52100 FICA	12,878.00	12,878.00	507.40	507.40	0.00	12,370.60	3.9%
510 52200 RETIREMENT	29,742.00	29,742.00	1,279.31	1,279.31	0.00	28,462.69	4.3%
510 52300 HEALTH INSUR	27,451.00	27,451.00	2,262.41	2,262.41	0.00	25,188.59	8.2%
510 52301 LIFE INSUR	720.00	720.00	59.93	59.93	0.00	660.07	8.3%
510 52400 WORKERS' COMP	2,385.00	2,385.00	199.00	199.00	0.00	2,186.00	8.3%
510 53200 AUDITING	2,265.00	2,265.00	189.00	189.00	0.00	2,076.00	8.3%
510 53400 CONTRACTUAL	20,060.00	20,060.00	8,784.91	8,784.91	0.00	11,275.09	43.8%
510 54000 TRAINING/TRAVEL	3,250.00	3,250.00	240.97	240.97	0.00	3,009.03	7.4%
510 54100 COMM - PHONE/FAX/ALARM	288.00	288.00	0.00	0.00	0.00	288.00	.0%
510 54101 COMMUNICATIONS-CELLULAR	1,150.00	1,150.00	52.00	52.00	0.00	1,098.00	4.5%
510 54103 COMMUNICATIONS-INTERNET	1,635.00	1,635.00	112.08	112.08	0.00	1,522.92	6.9%
510 54300 UTILITIES ELECTRIC	4,225.00	4,225.00	452.68	452.68	0.00	3,772.32	10.7%
510 54310 UTILITIES-WATER & WASTEWATER	2,100.00	2,100.00	137.96	137.96	0.00	1,962.04	6.6%
510 54500 INSURANCE	13,150.00	13,150.00	1,095.00	1,095.00	0.00	12,055.00	8.3%
510 54610 R/M BLDG & GROUNDS	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 54611 R/M FACILITIES	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54620	R/M EQUIPMENT						
	7,500.00	7,500.00	546.61	546.61	0.00	6,953.39	7.3%
510 54630	R/M VEHICLES-LABOR						
	2,500.00	2,500.00	337.50	337.50	0.00	2,162.50	13.5%
510 54640	R/M VEHICLES-PARTS						
	3,000.00	3,000.00	554.88	554.88	0.00	2,445.12	18.5%
510 55100	OFFICE SUPPLIES						
	200.00	200.00	33.99	33.99	0.00	166.01	17.0%
510 55200	OPERATING SUPPLIES						
	9,390.00	9,390.00	1,082.55	1,082.55	0.00	8,307.45	11.5%
510 55210	UNIFORMS						
	1,150.00	1,150.00	300.00	300.00	0.00	850.00	26.1%
510 55230	GAS/OIL						
	5,000.00	5,000.00	332.26	332.26	0.00	4,667.74	6.6%
510 55240	CHEMICALS						
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 55400	BOOKS/SUBS/DUES						
	200.00	200.00	0.00	0.00	0.00	200.00	.0%
510 56400	MACH/EQUIP						
	28,000.00	28,000.00	0.00	0.00	0.00	28,000.00	.0%
510 56401	EQUIP-NON CAPITAL						
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
510 58600	GAS/OIL COSTS						
	295,000.00	295,000.00	16,389.63	16,389.63	0.00	278,610.37	5.6%
510 58700	VEHICLE PARTS/SRVS COSTS						
	305,000.00	305,000.00	27,214.01	27,214.01	0.00	277,785.99	8.9%
510 59990	RESERVE						
	70,717.00	70,717.00	0.00	0.00	0.00	70,717.00	.0%
TOTAL FLEET							
	1,028,802.00	1,028,802.00	68,732.98	68,732.98	0.00	960,069.02	6.7%
TOTAL EXPENSES							
	1,028,802.00	1,028,802.00	68,732.98	68,732.98	0.00	960,069.02	
GRAND TOTAL							
	1,028,802.00	1,028,802.00	68,732.98	68,732.98	0.00	960,069.02	6.7%

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Revenues	($ 86,141.22)
Expenses	68,732.98
Net (Rev)Exp	($ 17,408.24)

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300 UB ADMIN FEES	-32,000.00	-32,000.00	-1,622.50	-1,622.50	0.00	-30,377.50	5.1%
520 36110 INTEREST	0.00	0.00	-133.99	-133.99	0.00	133.99	100.0%
520 38910 CASH BALANCE FORWARD	-226,948.00	-226,948.00	0.00	0.00	0.00	-226,948.00	.0%
TOTAL UTILITY BILLING	-258,948.00	-258,948.00	-1,756.49	-1,756.49	0.00	-257,191.51	.7%
TOTAL REVENUES	-258,948.00	-258,948.00	-1,756.49	-1,756.49	0.00	-257,191.51	
5204200 AIRPORT							
5204200 38052 CHARGES FOR UB SERVICES	-7,300.00	-7,300.00	-608.00	-608.00	0.00	-6,692.00	8.3%
TOTAL AIRPORT	-7,300.00	-7,300.00	-608.00	-608.00	0.00	-6,692.00	8.3%
TOTAL REVENUES	-7,300.00	-7,300.00	-608.00	-608.00	0.00	-6,692.00	
5204400 SANITATION							
5204400 38052 CHARGES FOR UB SERVICES	-92,000.00	-92,000.00	-7,667.00	-7,667.00	0.00	-84,333.00	8.3%
TOTAL SANITATION	-92,000.00	-92,000.00	-7,667.00	-7,667.00	0.00	-84,333.00	8.3%
TOTAL REVENUES	-92,000.00	-92,000.00	-7,667.00	-7,667.00	0.00	-84,333.00	
5204500 WASTE WATER							
5204500 38052 CHARGES FOR UB SERVICES	-200,000.00	-200,000.00	-16,667.00	-16,667.00	0.00	-183,333.00	8.3%

FOR 2021 01

5204500 WASTE WATER ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER						
-200,000.00	-200,000.00	-16,667.00	-16,667.00	0.00	-183,333.00	8.3%
TOTAL REVENUES						
-200,000.00	-200,000.00	-16,667.00	-16,667.00	0.00	-183,333.00	
5204600 WATER						
5204600 38052 CHARGES FOR UB SERVICES						
-200,000.00	-200,000.00	-16,667.00	-16,667.00	0.00	-183,333.00	8.3%
TOTAL WATER						
-200,000.00	-200,000.00	-16,667.00	-16,667.00	0.00	-183,333.00	8.3%
TOTAL REVENUES						
-200,000.00	-200,000.00	-16,667.00	-16,667.00	0.00	-183,333.00	
5204700 STORMWATER						
5204700 38052 CHARGES FOR UB SERVICES						
-35,000.00	-35,000.00	-2,917.00	-2,917.00	0.00	-32,083.00	8.3%
TOTAL STORMWATER						
-35,000.00	-35,000.00	-2,917.00	-2,917.00	0.00	-32,083.00	8.3%
TOTAL REVENUES						
-35,000.00	-35,000.00	-2,917.00	-2,917.00	0.00	-32,083.00	
GRAND TOTAL						
-793,248.00	-793,248.00	-46,282.49	-46,282.49	0.00	-746,965.51	5.8%

** END OF REPORT - Generated by Susan Carless **

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200 SALARIES	268,108.00	268,108.00	12,193.42	12,193.42	0.00	255,914.58	4.5%
520 51400 OVERTIME	2,000.00	2,000.00	24.31	24.31	0.00	1,975.69	1.2%
520 52100 FICA	20,664.00	20,664.00	873.78	873.78	0.00	19,790.22	4.2%
520 52200 RETIREMENT	58,182.00	58,182.00	2,504.42	2,504.42	0.00	55,677.58	4.3%
520 52300 HEALTH INSUR	47,027.00	47,027.00	3,099.16	3,099.16	0.00	43,927.84	6.6%
520 52301 LIFE INSUR	1,500.00	1,500.00	89.30	89.30	0.00	1,410.70	6.0%
520 52400 WORKERS' COMP	350.00	350.00	29.00	29.00	0.00	321.00	8.3%
520 53400 CONTRACTUAL	33,054.00	33,054.00	17,002.52	17,002.52	0.00	16,051.48	51.4%
520 54000 TRAINING/TRAVEL	3,575.00	3,575.00	4.23	4.23	0.00	3,570.77	.1%
520 54100 COMM - PHONE/FAX/ALARM	888.00	888.00	0.00	0.00	0.00	888.00	.0%
520 54103 COMMUNICATIONS-INTERNET	1,635.00	1,635.00	112.08	112.08	0.00	1,522.92	6.9%
520 54200 POSTAGE	40,000.00	40,000.00	7,998.00	7,998.00	0.00	32,002.00	20.0%
520 54300 UTILITIES ELECTRIC	3,675.00	3,675.00	317.15	317.15	0.00	3,357.85	8.6%
520 54310 UTILITIES-WATER & WASTEWATER	1,100.00	1,100.00	53.60	53.60	0.00	1,046.40	4.9%
520 54610 R/M BLDG & GROUNDS	750.00	750.00	0.00	0.00	0.00	750.00	.0%
520 54611 R/M FACILITIES	11,750.00	11,750.00	601.58	601.58	3,250.00	7,898.42	32.8%
520 54620 R/M EQUIPMENT	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700 PRINTING	6,652.00	6,652.00	0.00	0.00	0.00	6,652.00	.0%
520 54902 BAD DEBT EXPENSE	1,500.00	1,500.00	58.05	58.05	0.00	1,441.95	3.9%
520 55100 OFFICE SUPPLIES	3,332.00	3,332.00	180.91	180.91	0.00	3,151.09	5.4%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55200	OPERATING SUPPLIES						
	55,515.00	55,515.00	3,362.49	3,362.49	0.00	52,152.51	6.1%
520 55210	UNIFORMS						
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 55220	JANITORIAL SUPPLIES						
	685.00	685.00	52.12	52.12	0.00	632.88	7.6%
520 59300	TRANSFER TO CAP IMP						
	10,700.00	10,700.00	891.67	891.67	0.00	9,808.33	8.3%
520 59990	RESERVE						
	219,206.00	219,206.00	0.00	0.00	0.00	219,206.00	.0%
TOTAL UTILITY BILLING							
	793,248.00	793,248.00	49,447.79	49,447.79	3,250.00	740,550.21	6.6%
TOTAL EXPENSES							
	793,248.00	793,248.00	49,447.79	49,447.79	3,250.00	740,550.21	
GRAND TOTAL							
	793,248.00	793,248.00	49,447.79	49,447.79	3,250.00	740,550.21	6.6%

** END OF REPORT - Generated by Susan Carless **

Revenues	($ 46,282.49)
Expenses	49,447.79
Net (Rev)Exp	$ 3,165.30

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 36110 INTEREST	0.00	0.00	-101.18	-101.18	0.00	101.18	100.0%
530 38910 CASH BALANCE FORWARD	-134,408.00	-134,408.00	0.00	0.00	0.00	-134,408.00	.0%
TOTAL UTILITY ADMIN	-134,408.00	-134,408.00	-101.18	-101.18	0.00	-134,306.82	.1%
TOTAL REVENUES	-134,408.00	-134,408.00	-101.18	-101.18	0.00	-134,306.82	
5304500 WASTE WATER							
5304500 38054 CHARGES FOR UTIL ADM	-225,000.00	-225,000.00	-18,750.00	-18,750.00	0.00	-206,250.00	8.3%
TOTAL WASTE WATER	-225,000.00	-225,000.00	-18,750.00	-18,750.00	0.00	-206,250.00	8.3%
TOTAL REVENUES	-225,000.00	-225,000.00	-18,750.00	-18,750.00	0.00	-206,250.00	
5304600 WATER							
5304600 38054 CHARGES FOR UTIL ADM	-225,000.00	-225,000.00	-18,750.00	-18,750.00	0.00	-206,250.00	8.3%
TOTAL WATER	-225,000.00	-225,000.00	-18,750.00	-18,750.00	0.00	-206,250.00	8.3%
TOTAL REVENUES	-225,000.00	-225,000.00	-18,750.00	-18,750.00	0.00	-206,250.00	
GRAND TOTAL	-584,408.00	-584,408.00	-37,601.18	-37,601.18	0.00	-546,806.82	6.4%

** END OF REPORT - Generated by Susan Carless **

FOR 2021 01

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN								
530 51200	SALARIES	345,099.00	345,099.00	10,004.68	10,004.68	0.00	335,094.32	2.9%
530 51400	OVERTIME	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
530 52100	FICA	25,444.00	25,444.00	719.32	719.32	0.00	24,724.68	2.8%
530 52200	RETIREMENT	68,497.00	68,497.00	2,155.01	2,155.01	0.00	66,341.99	3.1%
530 52300	HEALTH INSUR	48,694.00	48,694.00	3,227.79	3,227.79	0.00	45,466.21	6.6%
530 52301	LIFE INSUR	1,578.00	1,578.00	101.99	101.99	0.00	1,476.01	6.5%
530 52400	WORKERS' COMP	3,405.00	3,405.00	284.00	284.00	0.00	3,121.00	8.3%
530 53400	CONTRACTUAL	3,655.00	3,655.00	634.36	634.36	0.00	3,020.64	17.4%
530 54000	TRAINING/TRAVEL	6,460.00	6,460.00	0.00	0.00	0.00	6,460.00	.0%
530 54100	COMM - PHONE/FAX/ALARM	792.00	792.00	0.00	0.00	0.00	792.00	.0%
530 54101	COMMUNICATIONS-CELLULAR	3,000.00	3,000.00	81.86	81.86	0.00	2,918.14	2.7%
530 54103	COMMUNICATIONS-INTERNET	1,635.00	1,635.00	114.33	114.33	0.00	1,520.67	7.0%
530 54200	POSTAGE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 54300	UTILITIES ELECTRIC	3,000.00	3,000.00	317.15	317.15	0.00	2,682.85	10.6%
530 54310	UTILITIES-WATER & WASTEWATER	800.00	800.00	53.59	53.59	0.00	746.41	6.7%
530 54610	R/M BLDG & GROUNDS	500.00	500.00	183.97	183.97	0.00	316.03	36.8%
530 54611	R/M FACILITIES	12,000.00	12,000.00	628.91	628.91	3,250.00	8,121.09	32.3%
530 54620	R/M EQUIPMENT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
530 55100	OFFICE SUPPLIES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
530 55200	OPERATING SUPPLIES	8,518.00	8,518.00	49.85	49.85	0.00	8,468.15	.6%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55210	UNIFORMS						
	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	.0%
530 55220	JANITORIAL SUPPLIES						
	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
530 55400	BOOKS/SUBS/DUES						
	2,100.00	2,100.00	0.00	0.00	0.00	2,100.00	.0%
530 59990	RESERVE						
	34,431.00	34,431.00	0.00	0.00	0.00	34,431.00	.0%
TOTAL UTILITY ADMIN							
	584,408.00	584,408.00	18,556.81	18,556.81	3,250.00	562,601.19	3.7%
TOTAL EXPENSES							
	584,408.00	584,408.00	18,556.81	18,556.81	3,250.00	562,601.19	
GRAND TOTAL							
	584,408.00	584,408.00	18,556.81	18,556.81	3,250.00	562,601.19	3.7%

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Revenues	**($ 37,601.18)**
Expenses	**18,556.81**
Net (Rev)Exp	**($ 19,044.37)**

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL							
610 36110	INTEREST						
	-375,000.00	-375,000.00	0.00	0.00	0.00	-375,000.00	.0%
610 36120	UNREALIZED GAIN						
	-55,000.00	-55,000.00	0.00	0.00	0.00	-55,000.00	.0%
610 36130	INCOME/LOSS/REALIZED G/L						
	-60,000.00	-60,000.00	0.00	0.00	0.00	-60,000.00	.0%
610 36700	GAIN/LOSS ON INVESTMENT						
	-500,000.00	-500,000.00	0.00	0.00	0.00	-500,000.00	.0%
610 36840	CONTRIBUTIONS FROM CITY						
	-1,575,000.00	-1,575,000.00	0.00	0.00	0.00	-1,575,000.00	.0%
610 36850	CONTRIBUTIONS FROM EMPLOYEES						
	-390,000.00	-390,000.00	0.00	0.00	0.00	-390,000.00	.0%
610 38910	CASH BALANCE FORWARD						
	-22,816,829.00	-22,816,829.00	0.00	0.00	0.00	-22,816,829.00	.0%
610 53400	CONTRACTUAL						
	77,435.00	77,435.00	0.00	0.00	0.00	77,435.00	.0%
610 53401	CONTRACTUAL AMERICAN CORE REA						
	26,400.00	26,400.00	0.00	0.00	0.00	26,400.00	.0%
610 53404	INVESTMENT EXPENSE						
	35,765.00	35,765.00	0.00	0.00	0.00	35,765.00	.0%
610 53600	RETIREE BENEFITS						
	1,790,000.00	1,790,000.00	129,280.75	129,280.75	0.00	1,660,719.25	7.2%
610 59990	RESERVE						
	23,842,229.00	23,842,229.00	0.00	0.00	0.00	23,842,229.00	.0%
TOTAL PENSION - GENERAL							
	0.00	0.00	129,280.75	129,280.75	0.00	-129,280.75	100.0%
	TOTAL REVENUES						
	-25,771,829.00	-25,771,829.00	0.00	0.00	0.00	-25,771,829.00	
	TOTAL EXPENSES						
	25,771,829.00	25,771,829.00	129,280.75	129,280.75	0.00	25,642,548.25	
	GRAND TOTAL						
	0.00	0.00	129,280.75	129,280.75	0.00	-129,280.75	100.0%

** END OF REPORT - Generated by Susan Carless **

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 31251 STATE/FIRE INSURANCE TAX	-115,000.00	-115,000.00	0.00	0.00	0.00	-115,000.00	.0%
620 31252 STATE/POLICE INSURANCE TAX	-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%
620 36110 INTEREST	-450,000.00	-450,000.00	0.00	0.00	0.00	-450,000.00	.0%
620 36120 UNREALIZED GAIN	-55,000.00	-55,000.00	0.00	0.00	0.00	-55,000.00	.0%
620 36130 INCOME/LOSS/REALIZED G/L	-70,000.00	-70,000.00	0.00	0.00	0.00	-70,000.00	.0%
620 36700 GAIN/LOSS ON INVESTMENT	-500,000.00	-500,000.00	0.00	0.00	0.00	-500,000.00	.0%
620 36850 CONTRIBUTIONS FROM EMPLOYEES	-315,000.00	-315,000.00	0.00	0.00	0.00	-315,000.00	.0%
620 38910 CASH BALANCE FORWARD	-27,034,324.00	-27,034,324.00	0.00	0.00	0.00	-27,034,324.00	.0%
TOTAL PENSION - POLICE/FIRE	-28,649,324.00	-28,649,324.00	0.00	0.00	0.00	-28,649,324.00	.0%
TOTAL REVENUES	-28,649,324.00	-28,649,324.00	0.00	0.00	0.00	-28,649,324.00	
6202100 POLICE							
6202100 36840 CONTRIBUTIONS FROM CITY	-700,000.00	-700,000.00	0.00	0.00	0.00	-700,000.00	.0%
TOTAL POLICE	-700,000.00	-700,000.00	0.00	0.00	0.00	-700,000.00	.0%
TOTAL REVENUES	-700,000.00	-700,000.00	0.00	0.00	0.00	-700,000.00	
6202200 FIRE							
6202200 36840 CONTRIBUTIONS FROM CITY	-590,000.00	-590,000.00	0.00	0.00	0.00	-590,000.00	.0%

FOR 2021 01

6202200 FIRE

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE	-590,000.00	-590,000.00	0.00	0.00	0.00	-590,000.00	.0%
TOTAL REVENUES	-590,000.00	-590,000.00	0.00	0.00	0.00	-590,000.00	
GRAND TOTAL	-29,939,324.00	-29,939,324.00	0.00	0.00	0.00	-29,939,324.00	.0%

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FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 53400 CONTRACTUAL	80,700.00	80,700.00	0.00	0.00	0.00	80,700.00	.0%
620 53401 CONTRACTUAL-AMERICAN CORE REA	21,630.00	21,630.00	0.00	0.00	0.00	21,630.00	.0%
620 53404 INVESTMENT EXPENSE	53,000.00	53,000.00	0.00	0.00	0.00	53,000.00	.0%
620 53600 RETIREE BENEFITS	1,868,000.00	1,868,000.00	126,855.62	126,855.62	0.00	1,741,144.38	6.8%
620 59990 RESERVE	27,915,994.00	27,915,994.00	0.00	0.00	0.00	27,915,994.00	.0%
TOTAL PENSION - POLICE/FIRE	29,939,324.00	29,939,324.00	126,855.62	126,855.62	0.00	29,812,468.38	.4%
TOTAL EXPENSES	29,939,324.00	29,939,324.00	126,855.62	126,855.62	0.00	29,812,468.38	
GRAND TOTAL	29,939,324.00	29,939,324.00	126,855.62	126,855.62	0.00	29,812,468.38	.4%

** END OF REPORT - Generated by Susan Carless **

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 11/4/2020



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

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Discussion
Waterfront Development

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 11/4/2020



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

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Discussion
Marina

ITEM TYPE: Discussion

REQUESTED ACTION:

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

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

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 11/4/2020



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

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Discussion
Ocean Highway and Port Authority (OHPA)

ITEM TYPE: Discussion

REQUESTED ACTION:

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

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

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 11/4/2020



Submitted By: Nicole Bednar, Administrative Services Manager Date: February 24, 2020

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Discussion
COVID-19

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 11/9/2020



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

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-171
Historic District Council Appeal -First Presbyterian Church

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-171.

SYNOPSIS: The Land Development Code provides in Section 8.03.09 that an applicant may appeal a decision of the Historic District Council (HDC) to the City Commission within thirty days of the HDC's decision. Rice Architect, agent for First Presbyterian Church is appealing on the basis set forth in Rice Architect's written request for appeal. The standard of review for the City Commission is called "strict scrutiny" and requires that the Commission find that the HDC did three things to support its decision:

1) Procedural Due Process: HDC is required to afford procedural due process to the parties (Page and City) which means that there was a hearing where evidence and testimony was taken and considered by the HDC, and the hearing must be conducted so that the applicant (Mr. and Mrs. David Page) and the public are given a reasonable opportunity to present the application and rebut information presented by persons appearing at the hearing; and

2) Applied the Correct Law: HDC is equired to apply the correct law, and in this case that is the City's Comprehensive Plan, Land Development Code, including the Downtown Historic District Design Guidelines, and the Secretary of the Interior's Standards for Rehabilitation; and

3) Competent, Substantial Evidence: HDC must have based its decision on competent, substantial evidence. What does this mean? In *DeGroot v. Sheffield*, 95 So.2d 912 (Fla. 1957), the Florida Supreme Court defined "competent substantial evidence" as "such relevant evidence as a reasonable mind would accept as adequate to support a conclusion." A further elaboration of this definition was presented by the Fifth District Court of Appeal in *Lonergan v. Estate of Budahazi*, 669 So. 2d 1062 (Fla. 5th DCA 1996): "the term "competent substantial evidence" does not relate to the quality, character, convincing power, probative value or weight of the evidence but refers to the existence of some evidence (quantity) as to each essential element and as to the legality and admissibility of that evidence. Competency of evidence refers to its admissibility under legal rules of evidence. "Substantial" requires that there be some (more than a mere iota or scintilla), real, material, pertinent, and relevant evidence (as distinguished from ethereal, metaphysical, speculative or merely theoretical evidence or hypothetical possibilities) having definite probative value (that is, "tending to prove") as to each essential element of the offense charged . . . ircumstantial evidence is sufficient. Direct evidence is not required."

If the HDC did all of these three things listed above in its hearing on September 17, 2020, the City Commission must affirm the HDC's decision. The City Commission must not allow any new evidence during its review. If the City Commission believes that the HDC should hear further evidence, the Commission can remand the case back to the HDC. The City Commission's decision must be based on the record of the September 17, 2020, HDC hearing. *See Section 8.03.09 Land Development Code.* This procedure is akin to a first-tier certiorari review in the Circuit Court for land use decisions.

The appellant, First Presbyterian Church, is entitled to a hearing for the City Commission to review the record of the HDC quasi-judicial hearing on November 17, 2020. Any appeal of the City Commission's decision would be to the Circuit Court within thirty days of the Commission's decision which shall be in writing and signed by the Mayor.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): No recommendation.

Salvatore Cumella, Senior Planner	10/28/2020
Kelly Gibson, AICP, Planning Director	11/4/2020
Nicole Bednar, Administrative Services Manager	11/4/2020
Dale L. Martin, City Manager	11/9/2020

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

Tammi E. Bach, City Attorney	11/9/2020
Katie Newton, Legal Assistant	11/9/2020

Caroline Best

Date: October 16, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2020-171

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING/DENYING THE APPEAL FILED BY RICE ARCHITECT, AGENT FOR FIRST PRESBYTERIAN CHURCH, REGARDING THE DECISION OF THE HISTORIC DISTRICT COUNCIL FOR CASE #2019-37, IN ACCORDANCE WITH CITY LAND DEVELOPMENT CODE SECTION 8.03.09; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Land Development Code contains an appeals procedure for an applicant aggrieved by any decision of the Historic District Council (HDC), which is set forth in Section 8.03.09; and

WHEREAS, the petition for appeal shall be submitted in writing to the City Clerk, stating the basis for the appeal in clear and precise terms, and shall be filed within thirty (30) days after the decision of the Historic District Council; and

WHEREAS, the City Clerk has reviewed the petition for appeal and determined the applicant met the requirements for seeking an appeal by the City Commission having filed an appeal within 30 days of the HDC's decision; and

WHEREAS, the City Clerk directed this petition be presented to the City Commission for consideration and has provided the applicant a minimum of ten (10) days' written notice of the scheduled hearing date of November 17, 2020.

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

SECTION 1. The record of the proceedings of the Historic District Council's hearing of case HDC #2019-37, conducted on September 17, 2020, has been reviewed and considered by the City Commission. No evidence was taken by the Commission at this appeal hearing as provided in Section 8.03.09 of the Land Development Code. The City Commission has reviewed the issues of procedural due process, application of the correct law and whether the HDC had competent, substantial evidence to support its decision on September 17, 2020.

SECTION 2. The petition for appeal filed by Rice Architect, HDC Case #2019-37, is hereby approved/denied. [*Alternatively, the City Commission remands this case back to the HDC to hear further evidence and make findings of fact and conclusions of law*].

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

ADOPTED this 17th day of November, 2020.

CITY OF FERNANDINA BEACH

_____

JOHN A. MILLER
COMMISSIONER-MAYOR

ATTEST:

CAROLINE BEST
CITY CLERK

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
CITY ATTORNEY

RICE
ARCHITECT

CITY CLERK'S OFFICE
OCT 16 2020 PM 2:20
CITY OF FERNANDINA BEACH

October 15, 2020

City of Fernandina Beach
City Commission
City Clerk
Fernandina Beach, Florida

Re: Appeal; Fernandina Beach Historic District Sept. 17, 2020 decision to reject alterations to 515 Centre St.; HDC Case Number HDC 2019-37

Dear Commissioners,

With and on behalf of our clients, the members and leaders of the First Presbyterian Church, write to appeal the HDC decision to reject alterations to their property.

Since the fall of 2019, our clients have invested considerable time and treasure in efforts to improve their building/property at 515 Centre Street. The proposed alterations to the building offer a fresh, compelling upgrade to a mid-century modern structure which is being used as a youth center for their church. The proposed improvements are distinctly rooted in the vernacular of post-modern architectural design.

While we appreciate the work and efforts of the City to provide careful guidance in preservation efforts and future construction, we believe that the decision of the HDC in this matter is in error, and reflects and arbitrary and capricious application of guiding documents.

It is important to note that the property and building are NOT listed by the city as historically contributing. In fact the Historic District itself does not recognize buildings and/or developments during the post-modern era as historically significant.

At least in part, this fact has created considerable difficulty and uncertainty among HDC members and staff with respect to this property.

Rice Architect LLC AR0017749 ‹ 961687 Gateway Blvd Suite 201H Amelia Island, FL 32034 › 904-491-0072 *rrice@ricearchitect.com*

This is exemplified by HDC member Michael Harrison's comments the Sept. 17 meeting:

"The question for me is, setting aside the bulk of Fernandina's architecture is...turn of the 19th and 20th century...and then we have a number of examples of buildings that came in subsequent to that, in the fifties (there is) the case of the Bank of America building, the building opposite that then got converted to...Peppers. So, the question is, do you want to make Fernandina a Victorian town? Do you want to recognize that people did make changes that they thought were improvements and developed 1950's styles, and if that is a valid case, then we shouldn't be messing with it. We should keep it as it was and as it was apparently intended. Or, you take the view that the city, the town is a place to be lived in and needs to be brought up to date using modern techniques and materials and you fit it for its current use but you hold to the basic tenant – that I think is valuable – that form follows function, and so as the function changes, so perhaps you should allow the form to change."

HDC Administrative Procedures Section III. Roles and Responsibilities of the Historic District Council:

C. Review and approve or deny applications for a certificate of appropriateness for construction, alteration, demolition, or removal of historic landmarks, historic sites, or properties in historic districts and the CRA Overlay based upon interpretation of The Secretary of Interior's Standards for Rehabilitation, locally adopted design guidelines and the City's Land Development Code.

The Secretary of Interior's Standards for Treatment of Historic Properties, Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings:

Introduction: The Secretary of the Interior's Standards for the Treatment of Historic Properties are regulatory only for projects receiving Historic Preservation Fund grant assistance and other federally-assisted projects. Otherwise, these Guidelines are intended to provide general guidance for work on any historic building.

Rehabilitation, Introduction: Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

Alterations: Some exterior and interior alterations to a historic building are generally needed as part of a Rehabilitation project to ensure its continued use, but it is most important that such alterations do not radically change, obscure, or destroy character-defining spaces, materials, features, or finishes. Alterations may include changes to the site or setting, such as the selective removal of buildings or other features of the building site or setting that are intrusive, not character defining, or outside the building's period of significance.

The Secretary of Interior Standards for Rehabilitation are applied in the case of this structure as "general guidance" and not regulatory. As such, this offers the

Rice Architect LLC AR0017749 ‹ 961687 Gateway Blvd Suite 201H Amelia Island, FL 32034 › 904-491-0072 rrice@ricearchitect.com

greatest amount of latitude and freedom not to the HDC but to the property owner with respect to use and alteration.

Our clients are within their rights to demolish the existing structure. Paradoxically, the HDC and its regulatory guidelines would not permit a mid-century modern structure to replace it. Instead, a contrived imitation of an 1880's structure would be take its place, cheapening the true historicity of our town.

Despite the fact this building is not a historically contributing structure and lies outside of the "period of significance" for historic designation in the city, the proposed alterations do not abandon or conceal its mid-century modern roots. The newly renovated building would pay homage to its origins and contribute to the story of historic Fernandina Beach.

We respectfully appeal the decision of the HDC and request that our clients proceed with plans to improve their property without delay.

Kind regards,



Randolph L. Rice, RA
Rice Architect, LLC
Fl License AR0017749

Rice Architect LLC AR0017749 ‹ 961687 Gateway Blvd Suite 201H Amelia Island, FL 32034 › 904-491-0072 *rrice@ricearchitect.com*

FINDINGS OF FACT

Historic District Council

Department of Planning & Conservation
204 Ash St Fernandina Beach, Florida 32034
904 310-3480 | www.fbfl.us/Planning

Whereas, the Fernandina Beach Historic District Council shall in all cases heard by the Council make written findings of fact and conclusions of law that support the Council's decisions in accordance with Section 8.01.01 of the Land Development Code, STANDARDS FOR DEVELOPMENT IN THE HISTORIC DISTRICT OVERLAYS;

Whereas, the **FERNANDINA BEACH HISTORIC DISTRICT COUNCIL** has held a public hearing on 09/17/2020 and has given consideration to the following application:

Case Number:	HDC 2019-37
Applicant:	Mark Akins, Rice Architects, agent for First Presbyterian Church of Fernandina Beach
Property Location:	515 Centre Street
Requested Action:	Certificate of Approval (COA) to renovate the south and east elevations and add a rooftop terrace with canopy.

Whereas, the Fernandina Beach Historic District Council, having given consideration to the application as per Section 8.03.03 of the Land Development Code, makes the following findings of fact and conclusions of law based on the following:
WHEREAS after closing the public hearing and additional discussion, a motion was made:

Made by Board Member Kosack and
Seconded by Board Member Conway that:
Application HDC 2019-37 be:

☐ **Approved as presented and granted a Certificate of Approval (COA)**
☐ **Approved as presented and granted a Certificate of Approval with the following conditions:**

☐ **Conceptually approved as presented**
☐ **Conceptually approved as presented with the following conditions:**

☑ **Denied for the following reasons:**

Not substantially compliant with the City of Fernandina Beach Land Development Code, Downtown Historic District Guidelines, and the City of Fernandina Beach Comprehensive Plan.

☐ See staff findings.

☐ **Continued to Date Certain:**

The basis for this decision was:

The proposed project ☐ meets / ☑ does not meet the:

- ☑ **Secretary of the Interior's Standards**
- ☑ **Downtown Historic District Guidelines**
- ☐ **Old Town Guidelines**
- ☐ **Waterfront Community Redevelopment Area Guidelines**
- ☑ **City of Fernandina Beach Comprehensive Plan**
- ☑ **City of Fernandina Beach Land Development Code**

Voting Record

Member	For	Against
Michael Spino, Chair	✓	
James Pozzetta, Vice Chair		✓
Michael Harrison	✓	
Benjamin Morrison (ABSENT)		
Angela Conway	✓	
Tammi Kosack, Alternate #1	✓	
Alternate #2 (VACANT)		
TOTALS	4	1

The Motion ■ **PASSED** ☐ **FAILED**

Michael Spino

Michael Spino, Chair

9-22-20

Date

revised 9/07/2020

MINUTES - AMENDED
HISTORIC DISTRICT COUNCL
REGULAR MEETING (VIRTUAL)
THURSDAY, SEPTEMBER 17, 2020

The Regular Historic District Council 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 at 5:01 p.m.
ROLL CALL DETERMINATION OF QUORUM

MEMBERS PRESENT:

Michael Spino (Chair)	(Physical)
James Pozzetta (Vice-Chair)	(Physical)
Michael Harrison	(Virtual)
Angela Conway	(Virtual)
Tammi Kosack	(Virtual)

MEMBERS ABSENT:

Benjamin Morrison

OTHERS PRESENT:

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

2. PLEDGE OF ALLEGIANCE

Chair Spino seated Member Kosack as a voting member.

ACTION TAKEN: A motion was made by Member Pozetta, seconded by Member Harrison to approve the seating of Member Kosack as a voting member. Approval was given unanimously by voice vote. Motion carried.

Member Harrison disclosed one ex parte communication regarding a conversation about design with Mr. Joel Miklas three (3) weeks ago. No other members had any ex parte communications.

City Attorney Tammi Bach explained the Quasi-Judicial hearing and the approval and denial process regarding variances.

Ms. McCann administered the oath for all parties that wished to speak at tonight's meeting.

3. APPROVAL OF MEETING MINUTES

No Minutes were presented for approval.

4. OLD BUSINESS

4.1 HDC 2019-37 - MARK AKINS, RICE ARCHITECTS, AGENT FOR FIRST PRESBYTERIAN CHURCH OF FERNANDINA BEACH, 515 CENTRE STREET

Certificate of Approval (COA) to renovate the south and east elevations and add a rooftop terrace with canopy. *(Quasi-Judicial)*

Mr. Cumella mentioned that this case was originally applied for in 2019 and presented during the January 16, 2020 Regular Meeting and was continued. Mr. Cumella mentioned that the same issues were still present with this case and again recommended denial.

Mark Akins, Rice Architects, 961687 Gateway Blvd., asked Mr. Cumella to restate the objections of staff and bases for denial. Mr. Cumella mentioned the impact on the brick, the painting of the brick, conflicts with the Secretary of the Interior's Standards such as character and integrity of the building, along with the level of alteration. He noted that staff did not object in the rooftop canopy. Mr. Akins presented some amended design and pictures to the Board and explained the changes which included whitewashing of the brick instead of painting and commented on pictures showing midcentury modern examples.

Member Harrison asked about the expected lifetime of whitewashing. Mr. Akins answered it could be indefinite and can be reapplied depending on the products utilized. Members asked and discussed about any reversibility of using whitewashing and its potential causes. Member Kosack asked about any possible television screens being installed on the rooftop to which Mr. Akins answered in the negative. Members asked Mr. Akins to explain the addition of the round window. Member Kosack voiced her concern about paint or whitewashing the brick. Chair Spino asked Mr. Akins to expand on comments given during the meeting back in January 2020 regarding having children on the rooftop. Mr. Akins explained the distance between the edge of the roof and the location of the railing.

Member Pozetta thanked Mr. Akins for presenting numerous drawing so members can analyze the case accordingly and did voice concerns about losing the historicity of the building.

Public Hearing was opened and then closed with no speakers wishing to comment.

Board discussion was opened. Member Harrison asked if Fernandina Beach Historic District should include different historic architectural eras and member gave their comments about modernizing structures. Chair Spino added his concerns with the rooftop and Member Pozzetta comments regarding exterior wall mass, whitewashing and the circular window.

ACTION TAKEN: A motion was made by Member Kosack, seconded by Member Conway to deny HDC case number 2019-0037 as presented; AND that the HDC make the following findings of fact and conclusions of law part of the record: that HDC case 2019-007, as presented, is not substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

Mr. Akins asked Mr. Cumella to expand on the Secretary of the Interior's Standards as they apply to this structure and to the HDC purview over whether it applies to mid-century modern design. Mr. Cumella explained which standards applied to this structure and noted that this is a non-contributing structure.

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

Member Harrison Aye
Member Conway Aye
Member Pozzetta Nay

Member Kosack Aye
Chair Spino Aye

4.2 HDC 2020-0025 - JOEL MIKLAS, 821 GARDEN STREET

Amendment to previously approved COA HDC 2019-31 for after the fact alterations to front and rear porches, gable roof vent and the addition of foundation vents. (*Quasi-Judicial)*

Ms. Gibson presented the case. She mentioned that this is an after-the-fact revision. It included change to foundation requirements and vent addition, removal of gable detailing on 3 different elevation and removal of railing and stairs. Ms. Gibson recommended approval with condition that false venting be removed from the foundation and that the gable detailing be incorporated as originally approved

Member Pozzetta asked about the process of inspection mechanism in place to review accuracy in the approved drawings and noted that the loss also included the appearance of piers.

Joel Miklas, 1917 St. Marco Boulevard, Jacksonville, explained that they wanted to include a porch in the front without railing. He also mentioned that the house is on a slab which is uneven from rear to front. He also spoke about the removal of the gable.

Member Harrison asked about the change in elevation. Mr. Miklas answered he did not know how the changes happened since he was not the builder. Member Kosack commented on the change of the vents and Member Pozzetta commented and emphasized that approval of a design should not be changed unless it is re-presented to the Board for revision. Further discussion ensued regarding how to avoid after the fact alterations to keep on happening and which changes to this project can be rectified.

Public Hearing was opened and closed with no speakers wishing to comment.

ACTION TAKEN: A motion was made by Member Kosack, seconded by Member Pozetta to approve the after the fact revision to HDC case number 2020-0025 with the following conditions: that the false venting be removed from the foundation, that the gable detailing be incorporated as originally approved, and that the applicant returns and present a mitigation plan to create the appearance of a raised, articulated foundation as originally approved and this subject to staff-level approval; AND that the HDC make the following findings of fact and conclusions of law part of the record: that the after the fact revision to the HDC case 2020-0025, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old town Preservation Development Guidelines to warrant approval at this time.

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

4.3 HDC 2020-0027 - SCOTT JONES, 908 WHITE STREET

After-the-Fact amendment to previously approved COA HDC 2019-0047 for roof height, relocation of a window & modified plans replacing covered carport with wood pressure treated deck. *(Quasi-Judicial)*

Mr. Cumella noted that this case was originally presented at the January 16, 2020 HDC meeting and was approved with conditions. This applicant has returned with several after-the-fact modifications to the original approved plans. Mr. Cumella recommended approval of these modifications.

Chair Spino clarified with Mr. Cumella that these changes would have originally been approved under the Old Town Preservation Development Guidelines. Mr. Cumella answered in the affirmative.

Member Kosack inquired about the modification of the carport or enclosed structure, the grade of the

structures and then asked which structure is higher. Member Pozetta commented on the elevations and the importance of accuracy in drawings.

Public Hearing was opened.

Mrs. Gaines, neighboring resident, inquired asked if the applicant planned to run business out of this workshop. Mr. Jones answered that this is not a business but a personal workshop where he would be working.

Board Discussion was opened. Ms. Gibson addressed the difference in the height of the buildings and explained the reason for changes.

ACTION TAKEN: A motion was made by Member Kosack, seconded by Member Harrison to approve HDC case number 2020-0027 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: that HDC case 2020-0027, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old town Preservation Development Guidelines to warrant approval at this time.

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

4.4 HDC 2020-0029 - JILL COOK, 211 S. 6TH STREET

Amendment to previously approved STAFF COA HDCSA 2019-0065 to modify roofing material on small rear section not seen from the street. *(Quasi-Judicial)*

Mr. Cumella presented the case and explained that this is an after-the-fact amendment request. Mr. Cumella recommended approval.

Jill + Dan Cook, 211 S. 6th Street and Angelo Roof Crafters, applicants, explained that they did not recommend a metal roof and recommended a TPO roof and discussed the pitch of the roof.

ACTION TAKEN: A motion was made by Member Kosack, seconded by Member Pozzetta to approve after-the-fact HDC case number 2020-0029 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: that HDC case 2020-0029, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Historic District Downtown Guidelines to warrant approval at this time.

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

5. NEW BUSINESS

5.1 HDCV2020-0007 - LANCE JONES, AGENT FOR DENNIS M. & MARY J. LITTLE, 115 S. 6TH STREET

Variance request from LDC Section 4.02.03(E) side setback. *(Quasi-Judicial)*

Mr. Platt presented the case to reduce the principal structure's side yard side back to five (5) feet, and explained that all 6 criteria were being met, that Staff recommended approval.

ACTION TAKEN: A motion was made by Member Pozzetta, seconded by Member Kosack to approve HDC case number V2020-0007 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: that HDC case V2020-0007, as presented, is substantially compliant with the Land Development Code, and the Comprehensive plan to warrant approval at this time.

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

5.2 HDC 2020-0004 - LANCE JONES, AGENT FOR DENNIS M. & MARY J. LITTLE, 115 S. 6TH STREET

Certificate of Approval (COA) for Final Approval of the construction of a single-family home and accessory structure. *(Quasi-Judicial)*

Mr. Platt presented the case and noted some changes to the front elevation, including the foundation, screen porch detailing and columns and railing detailing. Staff recommended approval.

Member Kosack asked about Trex decking approval and windows. She also asked about recommended bridge footers because of substantial root presence. Mr. Cumella noted that Jeld Wen windows were on the approved window list and that trek decking was also permissible on this project.

Lance Jones, 115 S. 6th Street, commented about the retention of the tree on the property.

Member Kosack thanked Mr. Jones with providing adequate site drawings and attention to trees and inquired about exterior window raised grills.

Public hearing was opened and then closed with no speakers wishing to comment.

Board Discussion was opened. Members had no comments.

ACTION TAKEN: A motion was made by Member Pozzetta, seconded by Member Kosack approve HDC case number 2020-0004 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: that HDC case 2020-0004, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

6. BOARD BUSINESS

Chair Spino asked about Mr. Tilson working on the revision of the Old Town Guidelines. Mr. Cumella explained that Mr. Tilson is working with his team on these revisions and will be reporting to him.

STAFF REPORT

6.1 Staff Certificate of Approval for August 2020

7. PUBLIC COMMENT

No comments from the public.

8. ADJOURNMENT 7:38 p.m.

Sylvie McCann, Recording Secretary **Michael Spino, Chair**

HISTORIC DISTRICT COUNCIL STAFF REPORT
HDC 2019-37
SEPTEMBER 17, 2020

Owner/Applicant:	Rice Architect, agent for First Presbyterian Church Fernandina Beach
Property Address:	515 Centre Street
Requested action:	Certificate of Approval (COA) to renovate the south and east elevations and add a rooftop terrace with canopy.
Current zoning:	C-3
FLUM land use category:	Central Business District
Existing uses on the site:	Commercial
FL Master Site File #	8NA01098
Year Built:	1957 (FMSF)
Contributing Status:	Non-Contributing

All required application materials have been received. All fees have been paid. All required notices have been made.





SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is proposing to renovate the south and east elevations and add a rooftop terrace with canopy. Proposed alterations to the structure include: painting structure including brick, installation of railings at front landscape bed, conversion of landscape beds to reflecting pond, installation of boat shaped window at center street elevation, replacement of storefront windows, creation of round windows at east elevation, expansion of existing doorway at east elevation, and addition of a rooftop canopy with mechanical shaft and cable railing.

This case was continued from the January 2019 Regular HDC Meeting to allow the applicant time to address staff and board concerns raised.

September Update:
The applicant has submitted revisions to the previous proposal.

APPLICABLE GUIDELINES:

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION
CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE
DOWNTOWN HISTORIC DISTRICT GUIDELINES
CITY OF FERNANDINA BEACH COMPREHENSIVE PLAN

ANALYSIS:

Constructed in 1957, this one-story mid-century modern commercial structure represents a shift in architectural styles in downtown Fernandina Beach and is indicative of architectural trends in the post WWII era.

The Florida Master Site File (8NA01098) indicates that this "…resource retains much of its historic integrity and stands within the historic district, it appears to be potentially eligible to the district." Although the building could not currently be included in the district because it falls outside the current period of significance, the opportunity exists to explore a second period of significance for downtown. This would take into account all of the mid-century resources that are indicative of this period of development. When assessing structures, integrity is a key factor in whether or not a structure contributes.

Staff is concerned that the level of alterations being proposed undermine the structures historic integrity. Many elements are being added to the structure which do not have any basis in the original design, which featured simple lines and emphasis on the horizontality. Utilizing the rooftop is allowable, but the proposed canopy does not relate to the architecture of the building and will be highly visible from multiple sides of the building. As designed, the rooftop canopy will be a visual detraction to the building and the district as a whole.

The applicant has applied for final approval of this project, but staff is recommending that the board take this

opportunity to discuss this project, and our mid-century resources in general, allowing the applicant time to address the concerns and resubmit for final approval at a future date.

The Fernandina Beach 2030 Comprehensive Plan states in *Policy 11.08.01* that "the City shall encourage protection, preservation, and revitalization of historic non-designated structures and neighborhoods.

January Update:
The applicant has made several changes to the proposed design including:

1. Elimination of the reflecting pond and railings at front entrance;
2. Reduction to the number of circular windows on the east elevation from three to one larger one;
3. Change in roof form of rooftop canopy from hipped to flat roof; and
4. Change in rooftop railing design.

Staff finds that the proposed changes are an improvement to the design and better reflect the original design intent of the building. Being a mid-century commercial structure, this building features a number of character-defining features/ materials, such as the aluminum and glass storefront, cantilevered awnings, decorative red brick walls. As had been noted at the November HDC meeting, this structure is unique in that it "retains much of its historic integrity." The building represents an important shift in the story of Downtown Fernandina Beach's development, as well as the broader cultural influences that shaped its design. Care should be taken to ensure that the property does not lose its historic integrity that makes it a good example of this period of architecture.

While the reduction of some of the circular windows lessens the impact to the historic brick, the round shape is not something that would commonly be seen on a building of this style and period. In addition, the novelty window proposed at the south (front) elevation is not in keeping with the original design of the building. The proposal calls for the replacement of the aluminum/ glass storefront with black anodized aluminum. As the natural color aluminum is a character defining material of this period, it is recommended that if the storefront needs replacement, it utilize the same materials as the original.

The proposal calls for the whitewashing of all the brick surfaces on the building. Painting or coating historically unpainted brick is also not recommended.[i]

When considering these proposed changes staff finds that a number of them are in conflict with the following Secretary of the Interior's Standards:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be

compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

September Update:
Staff continues to raise the same concerns discussed at the January meeting (see above).

Mid-century commercial architecture resources:

Midcentury Commercial Design Evaluation and Preservation: An Opportunity for Commissions. Carol J. Dyson, AIA. The Alliance Review. Spring 2017.

How to Work with Storefronts of the Mid-Twentieth Century: A Mid-Twentieth Century Storefronts Components Guide, from a presentation by Carol J. Dyson, AIA, entitled *What to do when a Storefront is Younger than You Are: How to Work with Storefronts of the Mid-Twentieth Century,* prepared for the 2008 National Main Street Meeting in Philadelphia.

STAFF RECOMMENDATION:

Staff finds that the requested action, as presented, is not consistent with the Comprehensive Plan, Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines.

Staff recommends:
Denial of HDC 2019-37

MOTION TO CONSIDER:

I move to **approve or deny** HDC case number 2019-37 **with or without** conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

That HDC case 2019-37, as presented, **is or is not** substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

LIST OF EXHIBITS:

EXHIBIT 1 **Updated Plans & Elevations** (dated July 2020)

EXHIBIT 2 **Plans & Elevations** (dated Dec 2019)

EXHIBIT 3 **Plans & Elevations** (dated Nov 2019)

EXHIBIT 4 **Application**

EXHIBIT 5 **Florida Master Site File 8NA01098**

Respectfully Submitted,

Salvatore J. Cumella
Historic Preservation Planner

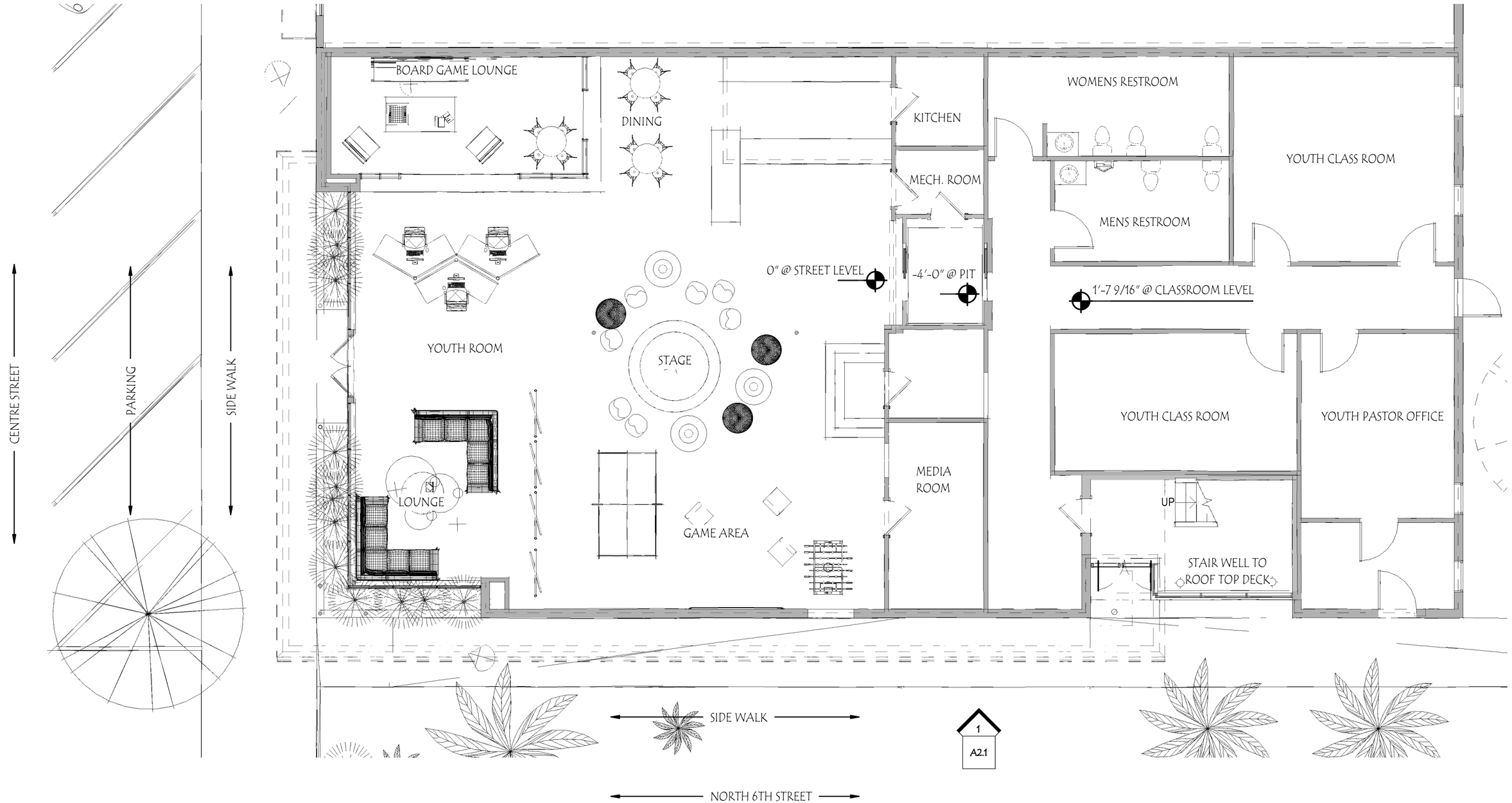
[i] *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings.* Page 80. https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf.

HDC 2019-37

EXHIBIT 1

Updated Plans & Elevations

(dated July 2020)



PROPOSED - FLOOR PLAN

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: JULY 2020

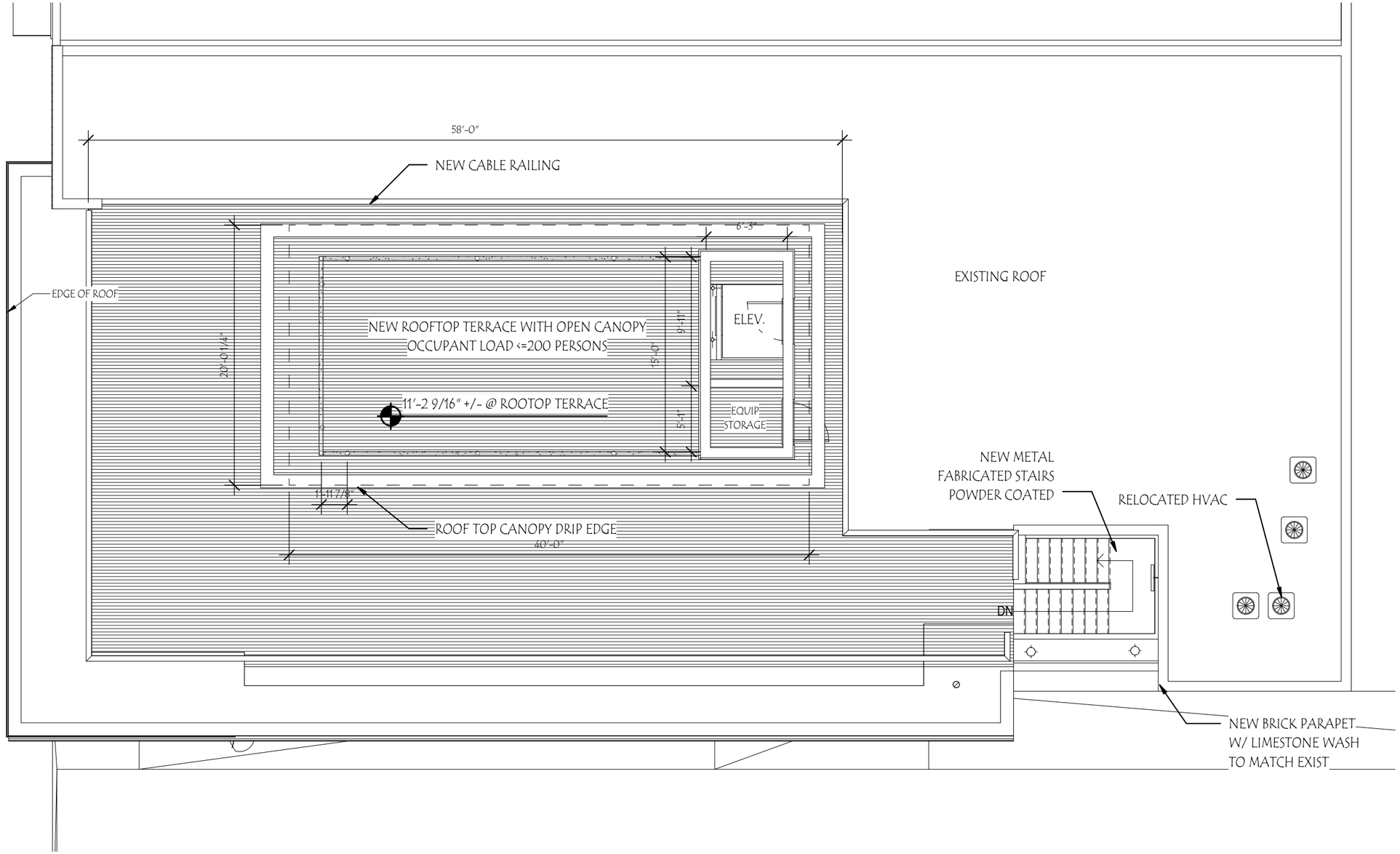
515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034

B4.0



PROPOSED - ROOF PLAN

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

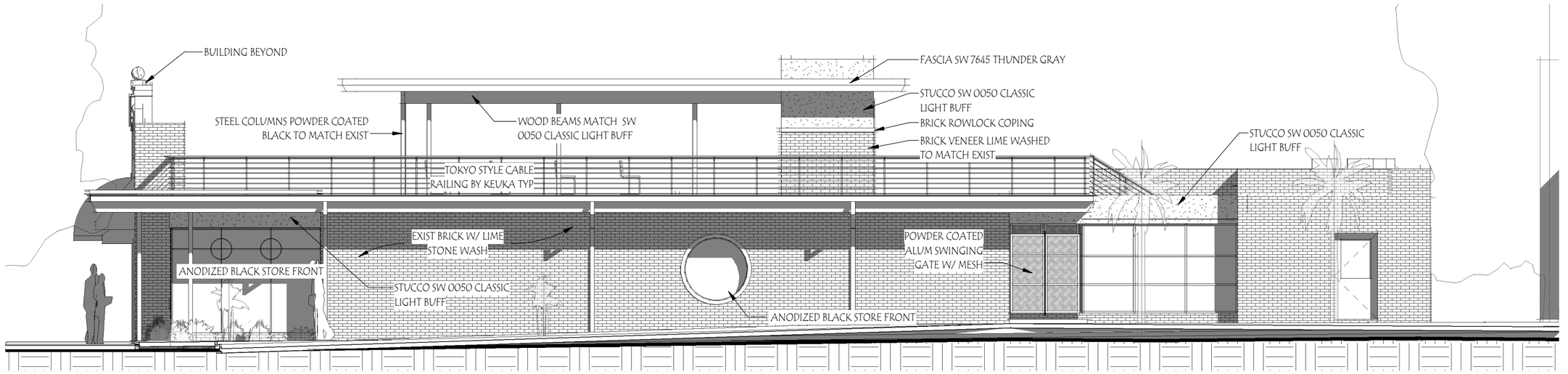
ISSUE DATE: JULY 2020

515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

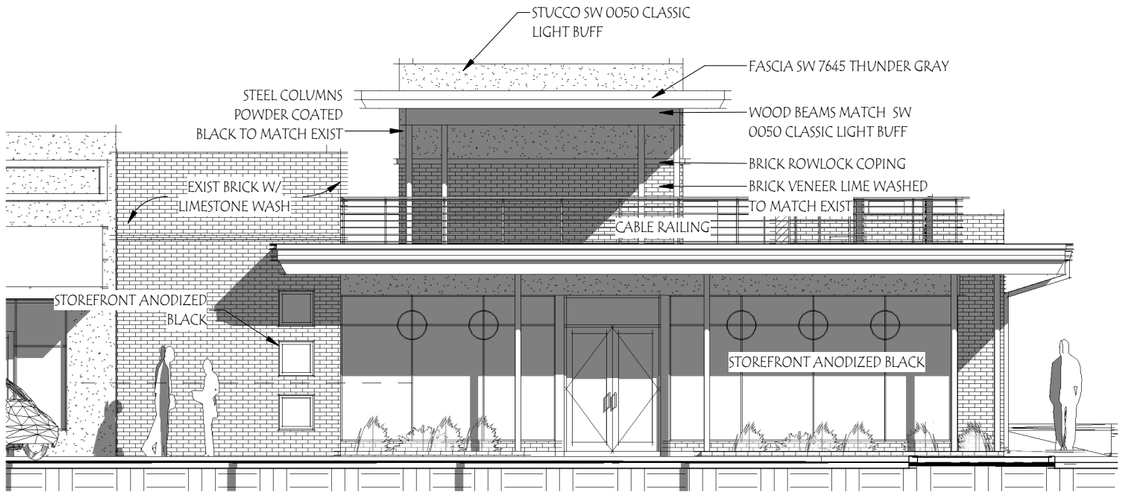
PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



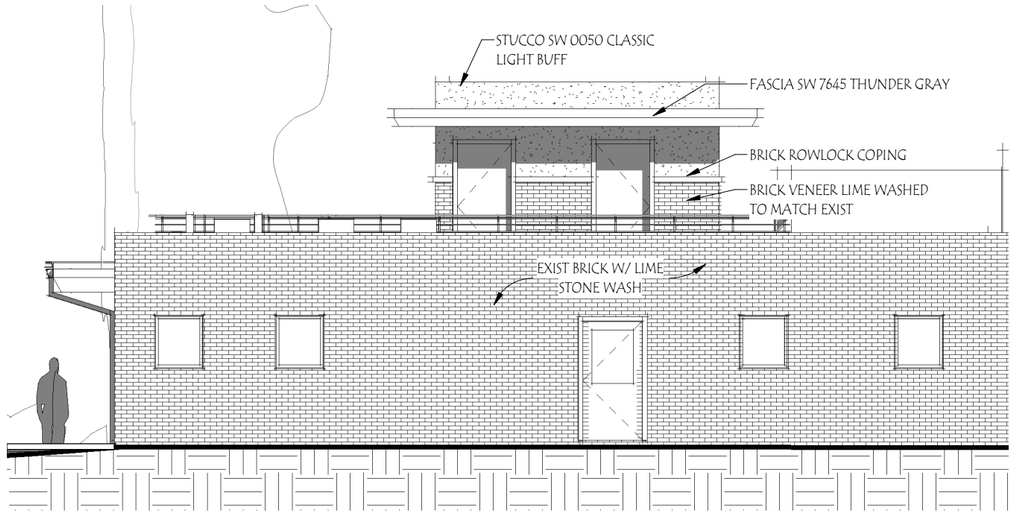
PROPOSED - NORTH 6TH STREET ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED - CENTRE STREET ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED - REAR ELEVATION

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: JULY 2020

515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

B6.0

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034









EXISTING BUILDING PHOTOS

THE ANCHOR YOUTH CENTER

ISSUE DATE: JULY 2020

515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

B7.0

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



PROPOSED VIEW A

THE ANCHOR YOUTH CENTER

ISSUE DATE: JULY 2020

515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

B8.0

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



PROPOSED VIEW B

THE ANCHOR YOUTH CENTER

ISSUE DATE: JULY 2020

515 CENTRE ST FERNANDINA BEACH, FL 32034

B9.0

ARCHITECT

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



PROPOSED VIEW C

THE ANCHOR YOUTH CENTER

ISSUE DATE: JULY 2020

515 CENTRE ST FERNANDINA BEACH, FL 32034

B10.0

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

ARCHITECT

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



PROPOSED VIEW D

THE ANCHOR YOUTH CENTER

ISSUE DATE: JULY 2020

515 CENTRE ST FERNANDINA BEACH, FL 32034

B11.0

RICE ARCHITECT

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034

HDCV 2019-37

EXHIBIT 2

Plans & Elevations

(dated Dec 2019)



THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

ARCHITECT RICE

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034

B12.0



THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT RICE

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

B11.0



PROPOSED VIEW D

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

RICE ARCHITECT

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



PROPOSED VIEW C

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

RICE ARCHITECT

B9.0

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



PROPOSED VIEW B

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

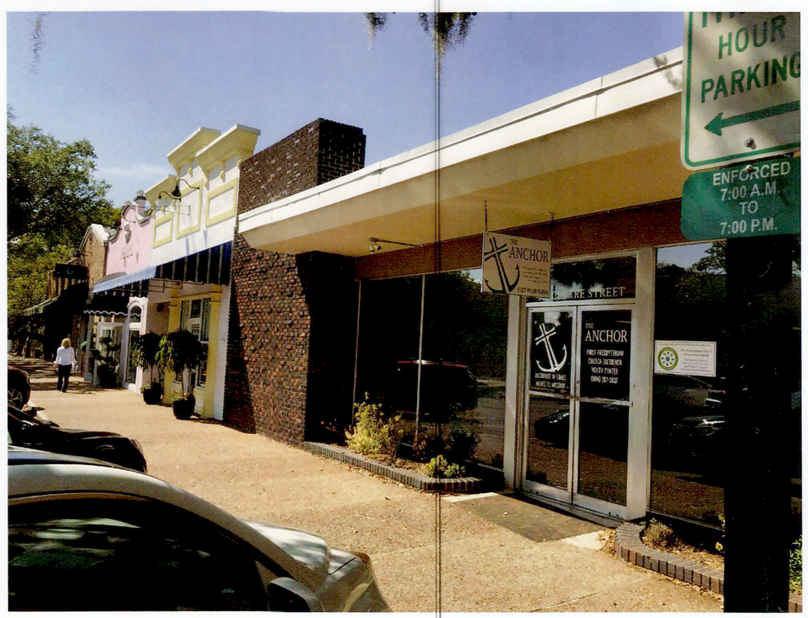
PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

RICE ARCHITECT

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034









EXISTING BUILDING PHOTOS

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

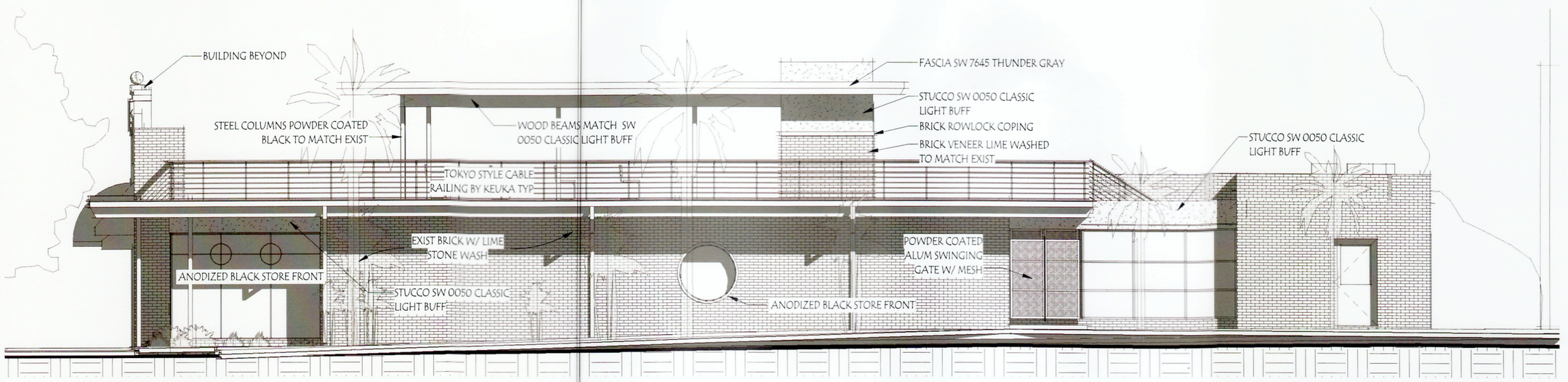
515 CENTRE ST FERNANDINA BEACH, FL 32034

RICE ARCHITECT

B7.0

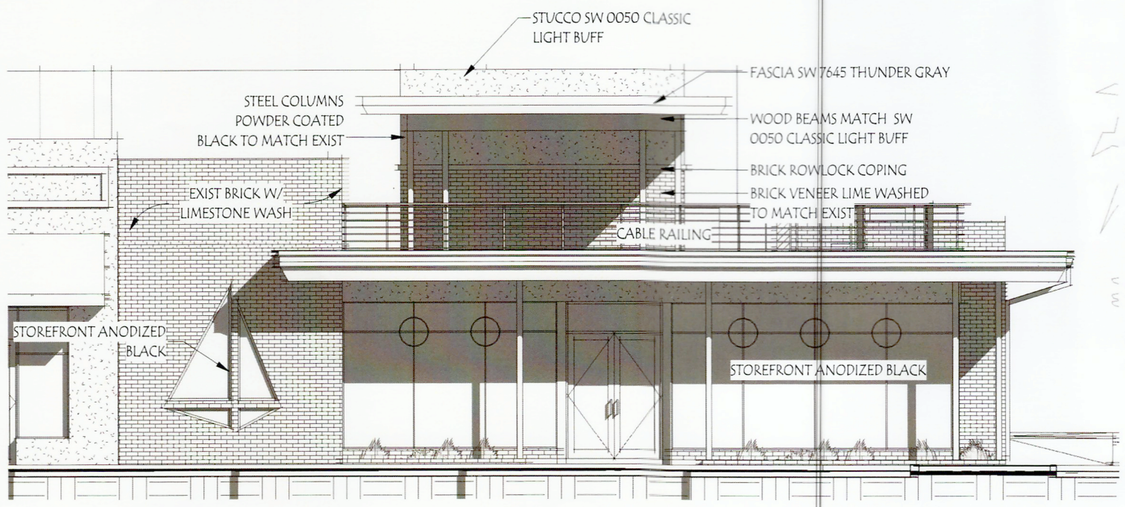
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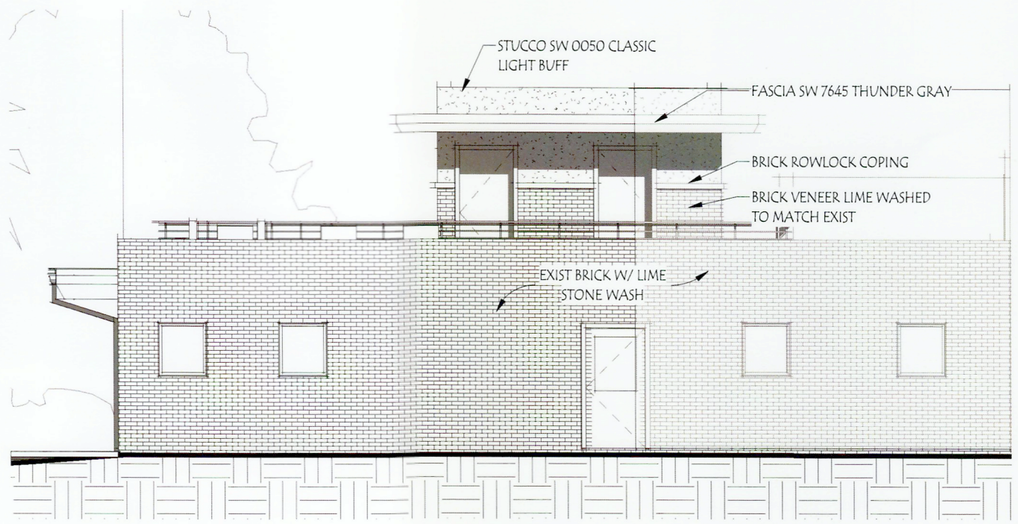
PROPOSED - NORTH 6TH STREET ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED - CENTRE STREET ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED - REAR ELEVATION

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

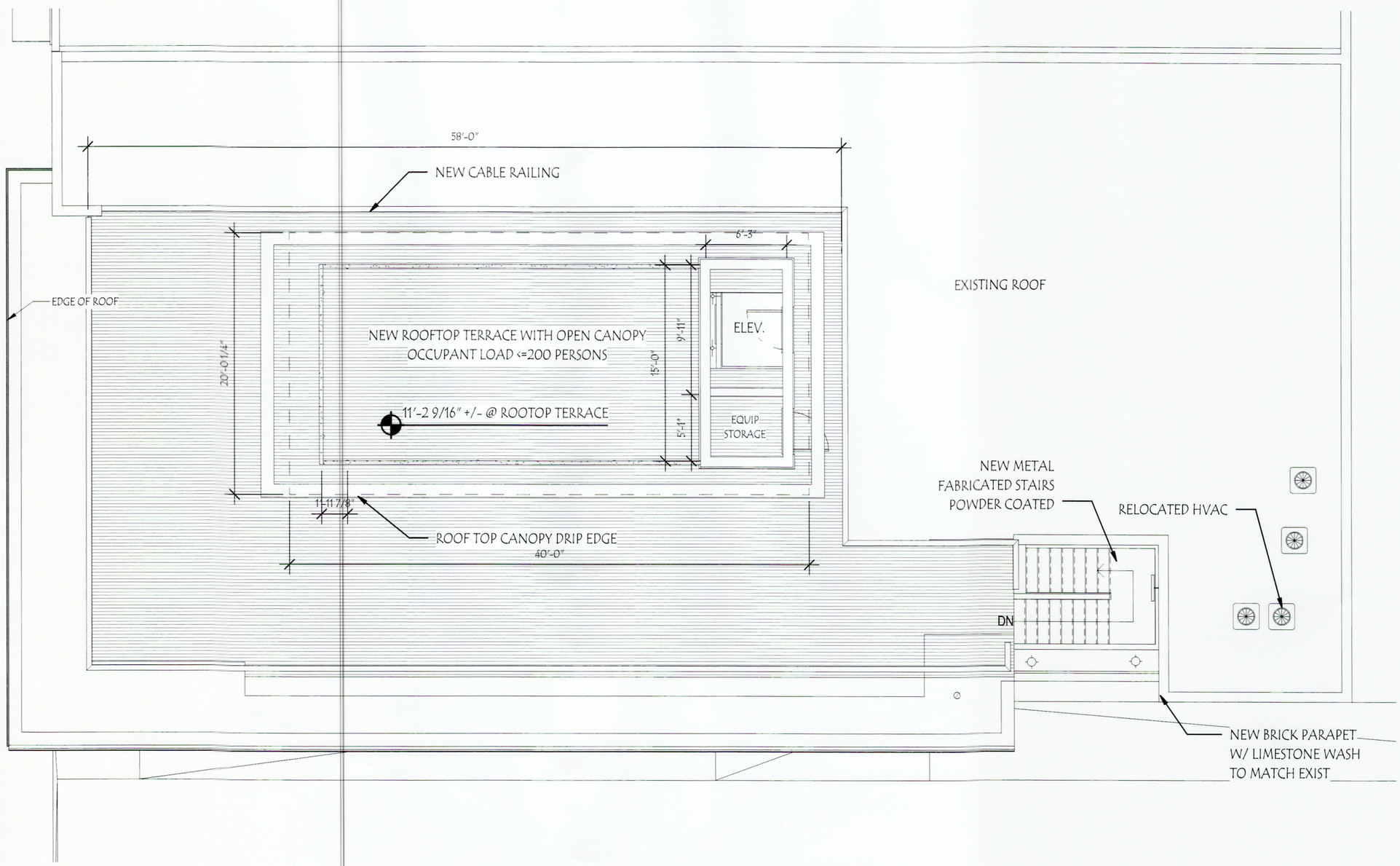
ISSUE DATE: 12/19/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

ARCHITECT

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PROPOSED - ROOF PLAN

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

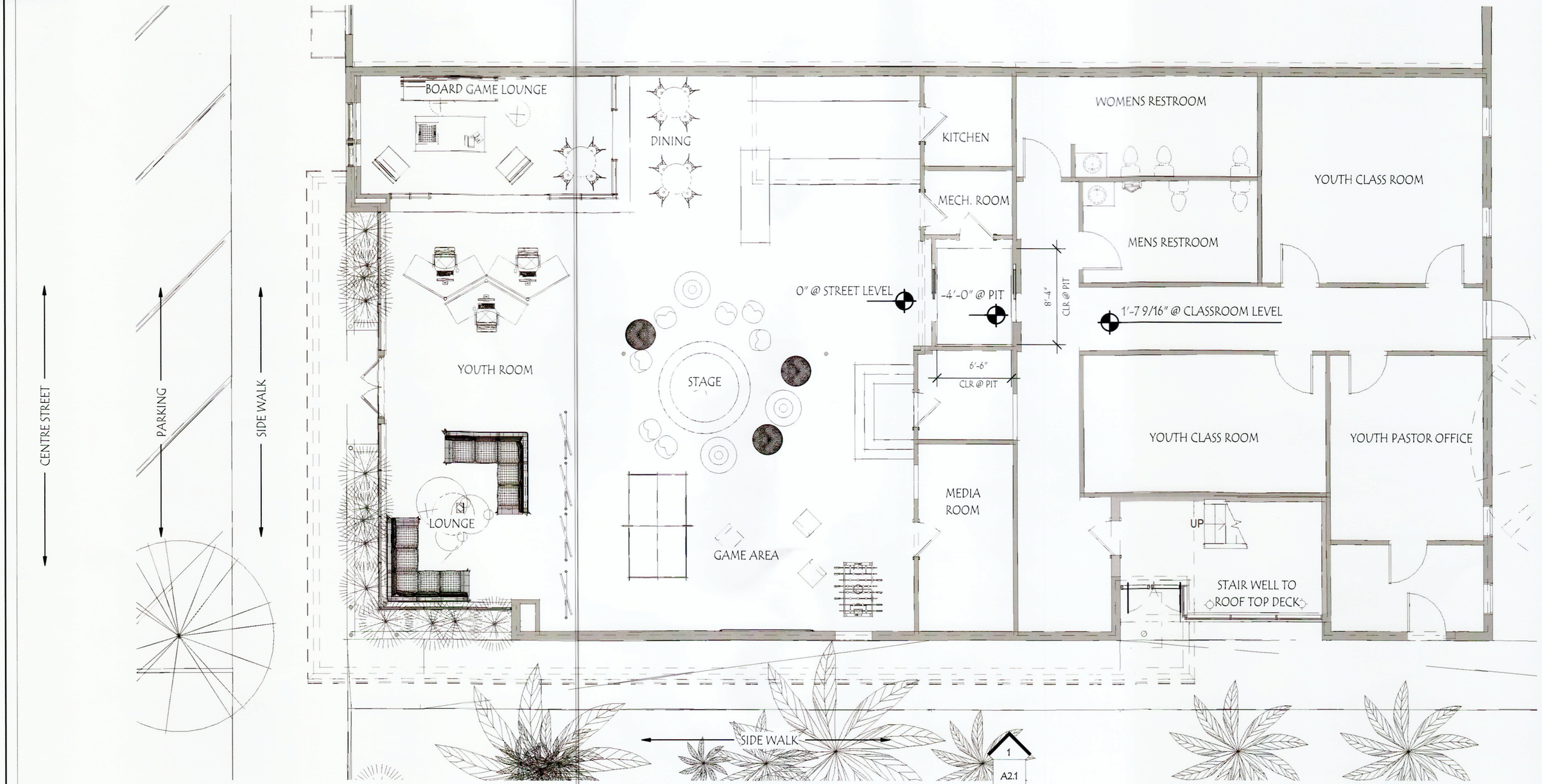
515 CENTRE ST FERNANDINA BEACH, FL 32034

B5.0

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

RICE ARCHITECT

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



PROPOSED - FLOOR PLAN

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

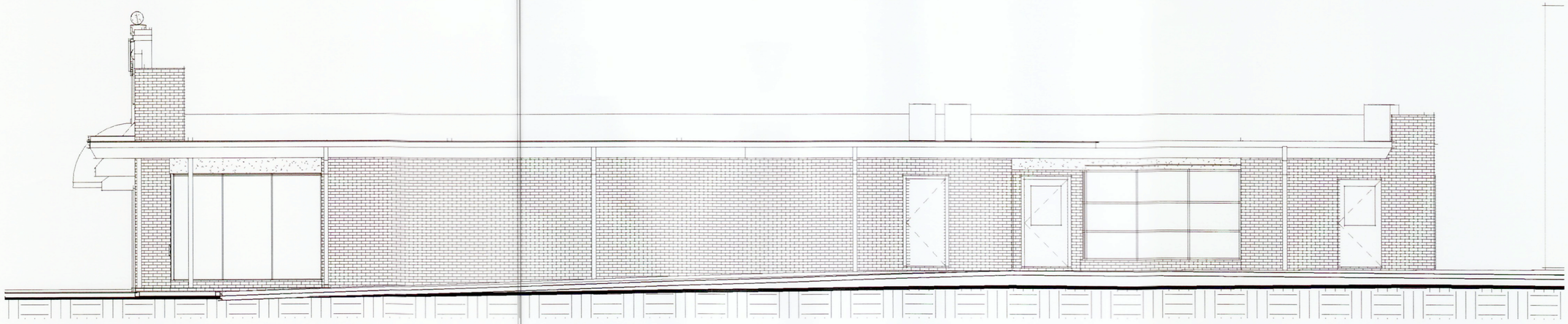
ISSUE DATE: 12/19/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

RICE ARCHITECT

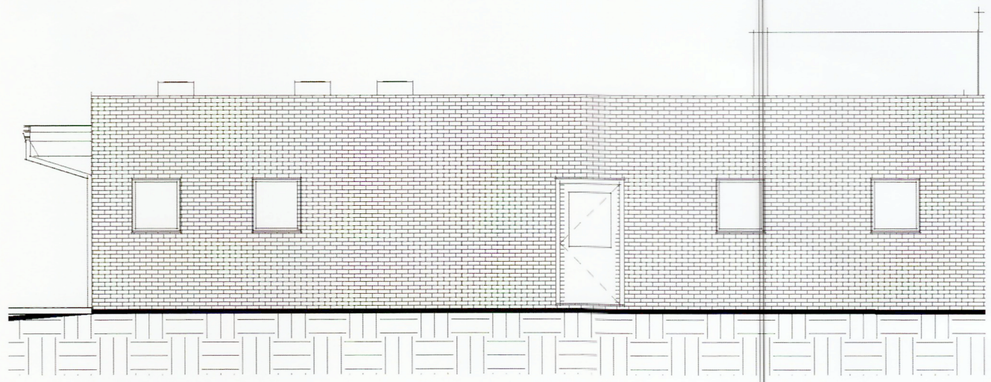
PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



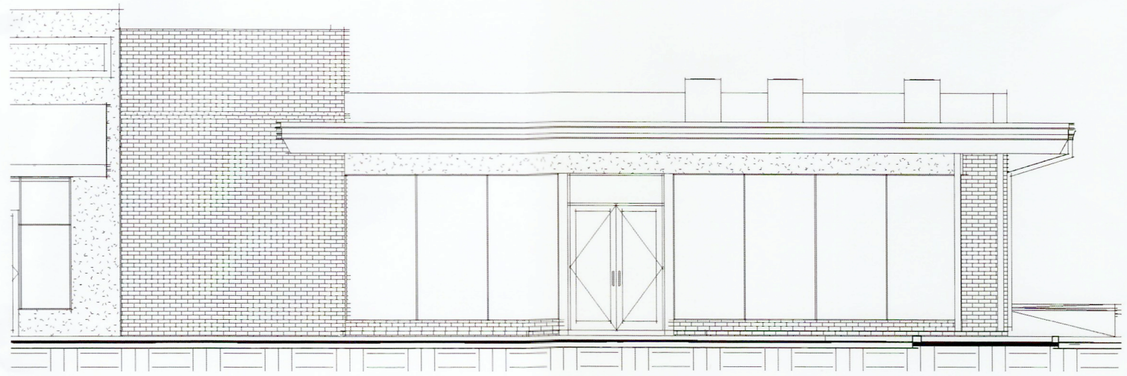
EXIST - NORTH 6TH STREET ELEVATION

SCALE: 1/8" = 1'-0"



EXIST - NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EXIST - CENTRE STREET ELEVATION

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

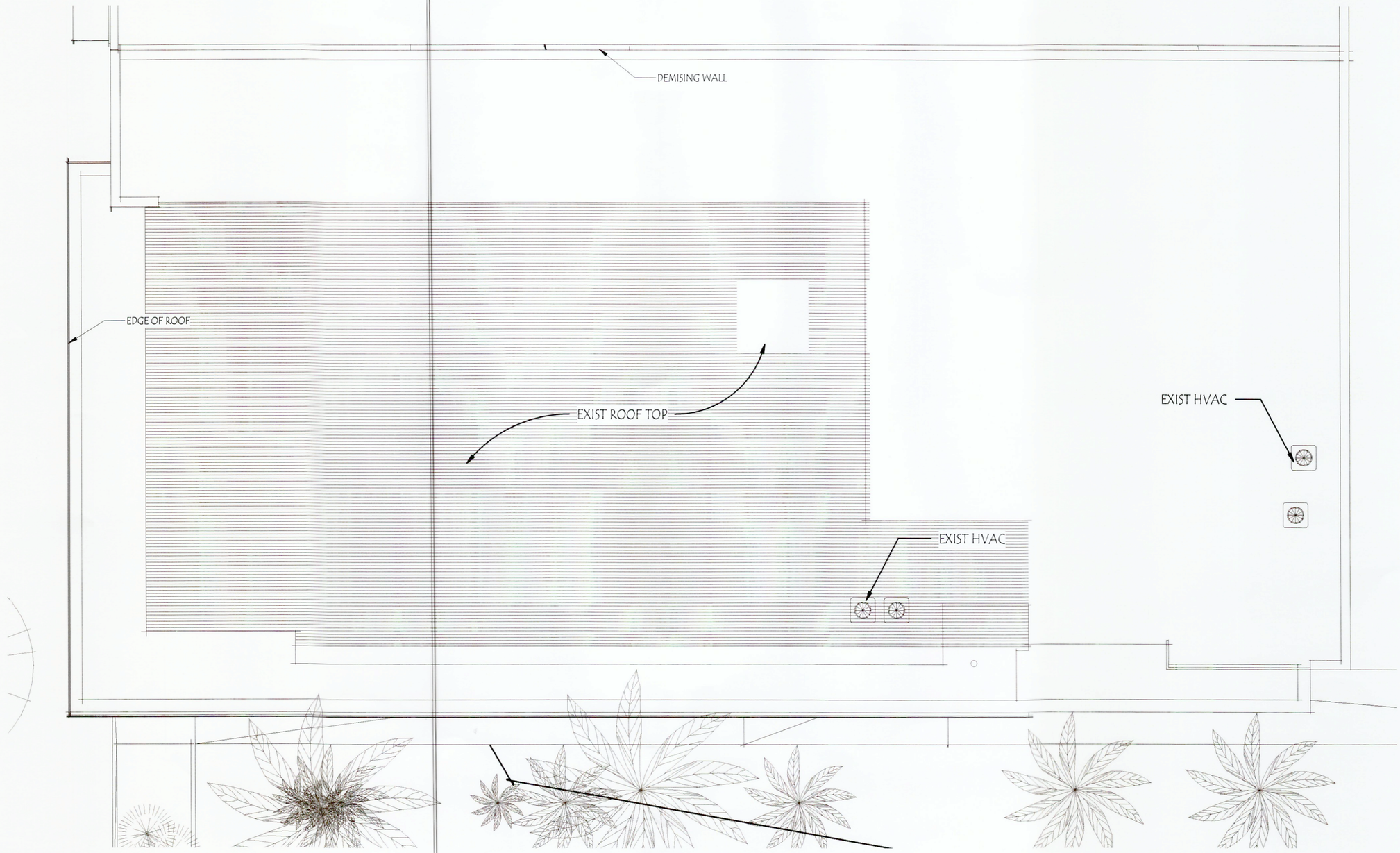
515 CENTRE ST FERNANDINA BEACH, FL 32034

RICE ARCHITECT

B3.0

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



EXISTING - ROOF PLAN M

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

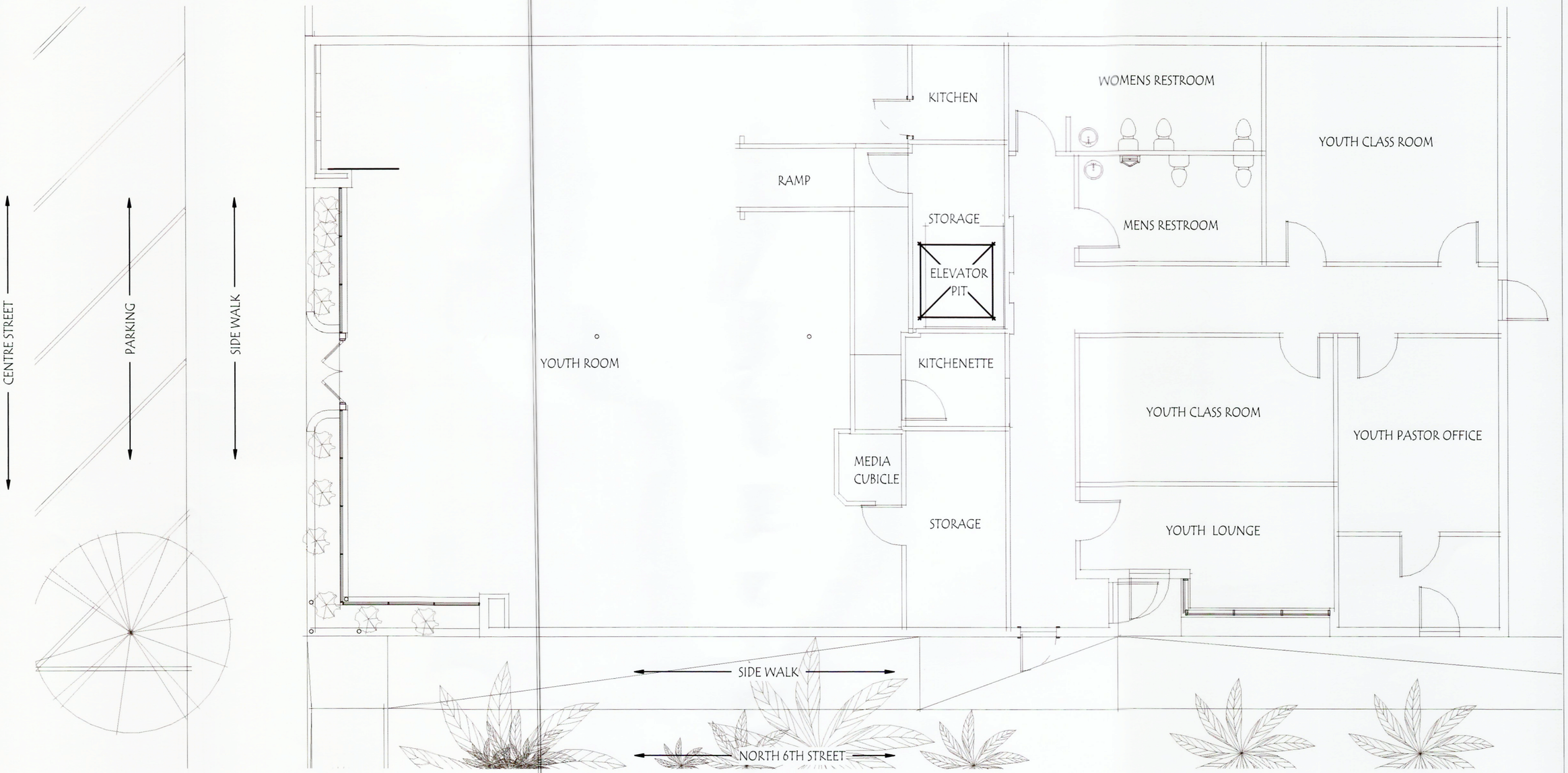
515 CENTRE ST FERNANDINA BEACH, FL 32034

B2.0

ARCHITECT

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



EXISTING - FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT RICE

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



CITY OF FERNANDINA BEACH

HISTORIC DISTRICT COMMITTEE SUBMITTAL

FIRST PRESBYTERIAN CHURCH

ANCHOR YOUTH CENTER

515 CENTRE ST FERNANDINA BEACH, FL 32034

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

B0.0

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034

HDC 2019-37

EXHIBIT 3

Plans & Elevations

(dated Nov 2019)



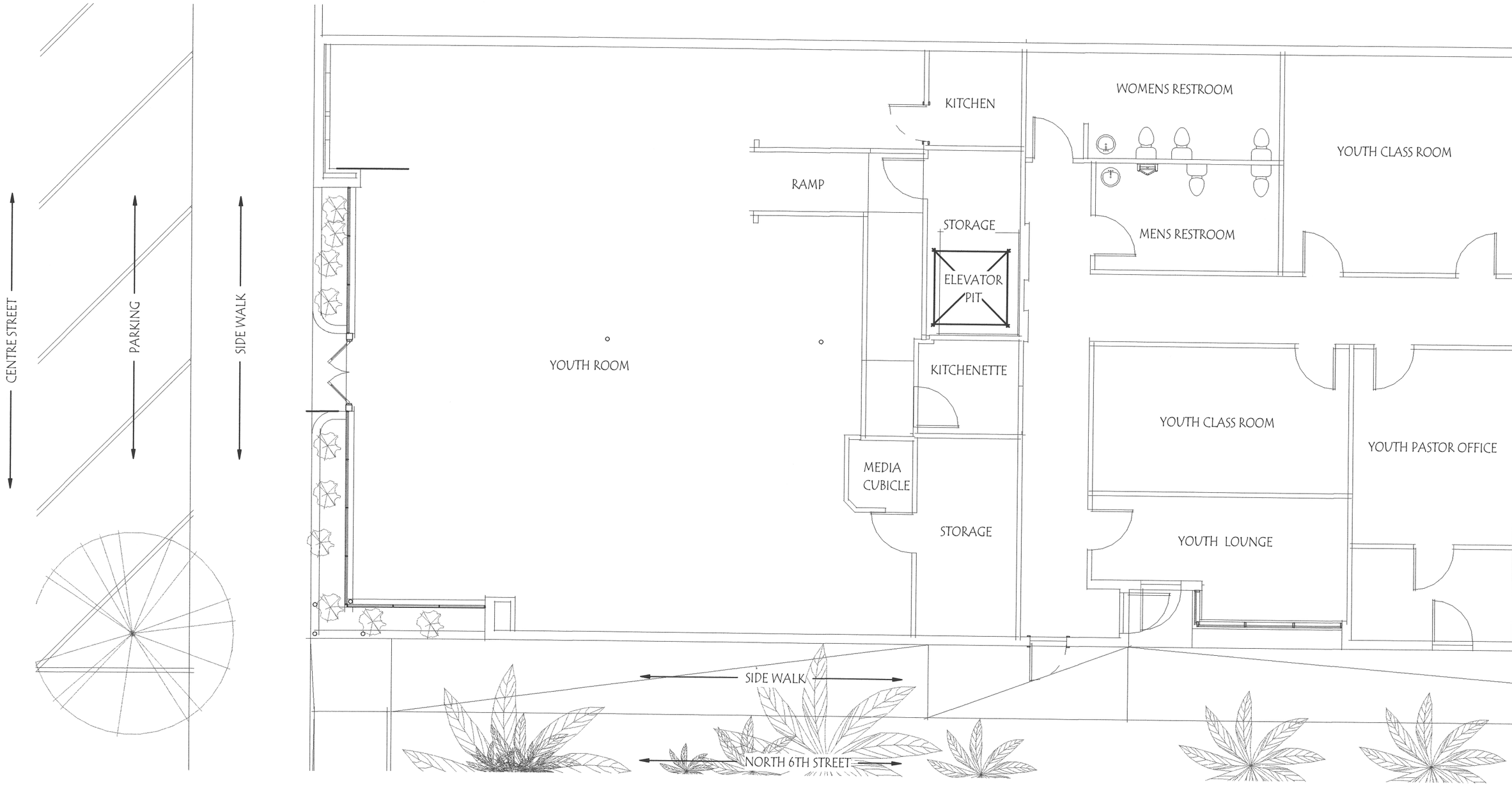
CITY OF FERNANDINA BEACH

HISTORIC DISTRICT COMMITTEE SUBMITTAL

FIRST PRESBYTERIAN CHURCH

ANCHOR YOUTH CENTER

515 CENTRE ST FERNANDINA BEACH, FL 32034



EXISTING - FIRST FLOOR PLAN

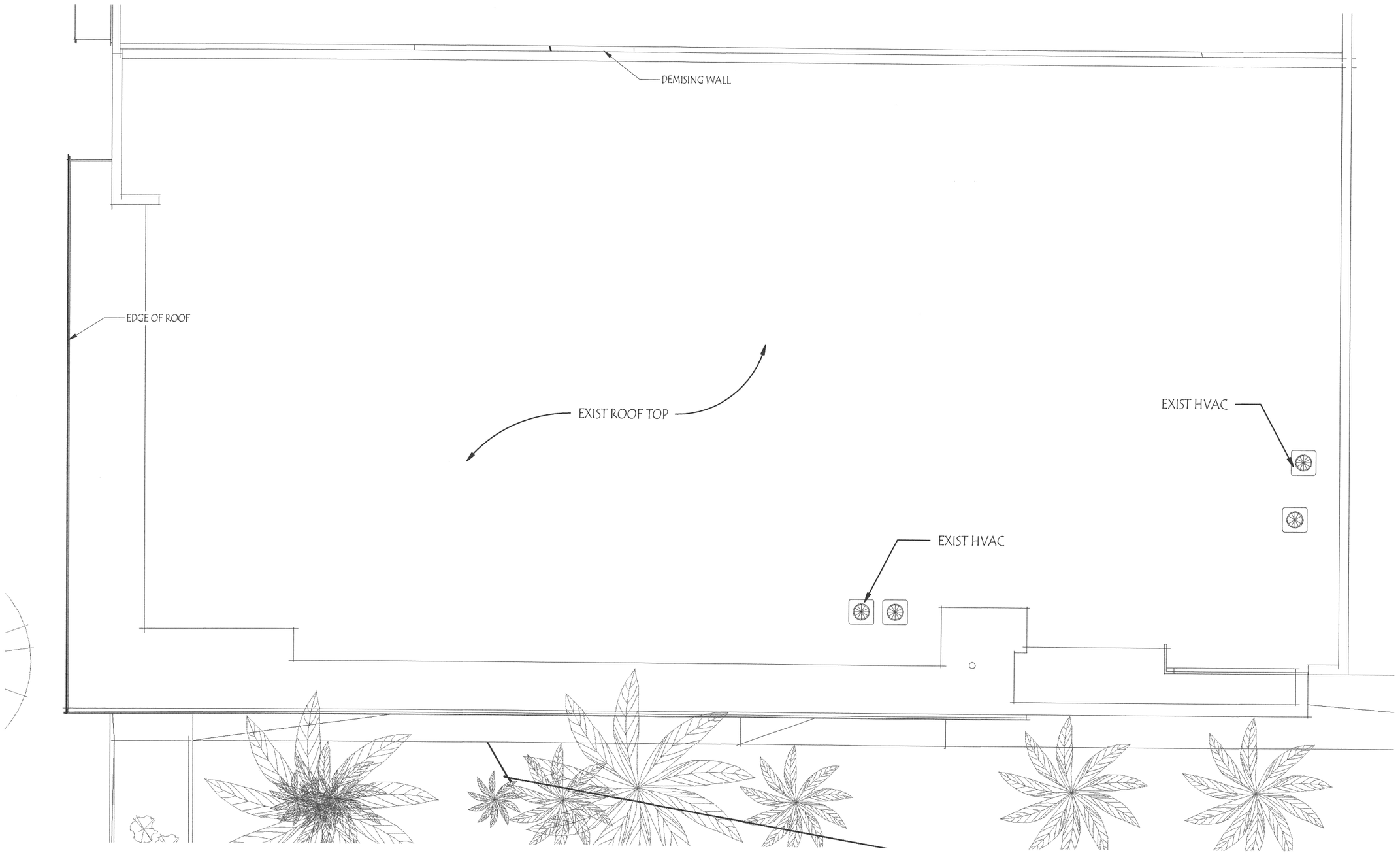
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THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

ARCHITECT

515 CENTRE ST FERNANDINA BEACH, FL 32034



EXISTING - ROOF PLAN M

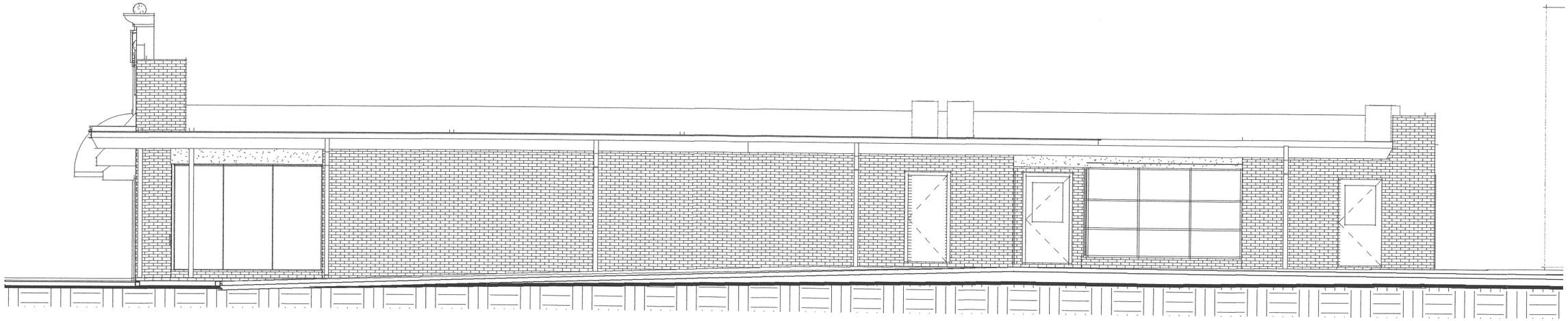
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THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

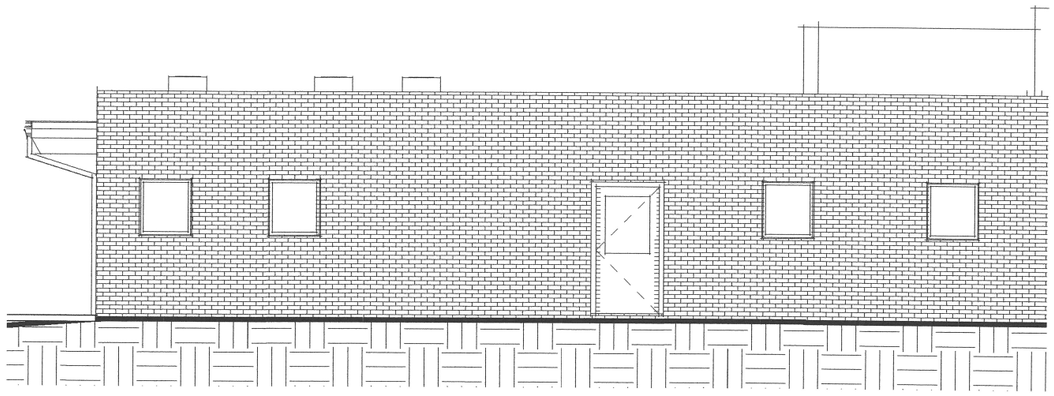
ARCHITECT

515 CENTRE ST FERNANDINA BEACH, FL 32034



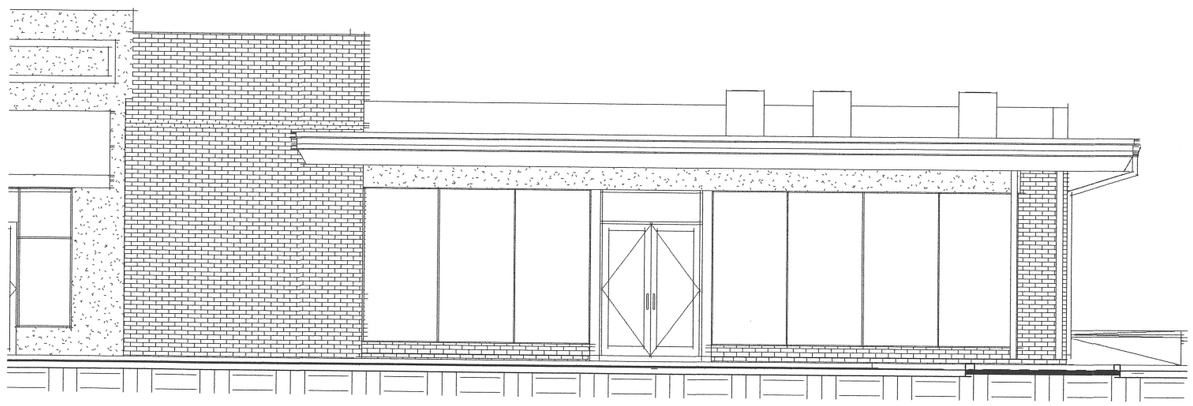
EXIST - NORTH 6TH STREET ELEVATION

SCALE: 1/8" = 1'-0"



EXIST - NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EXIST - CENTRE STREET ELEVATION

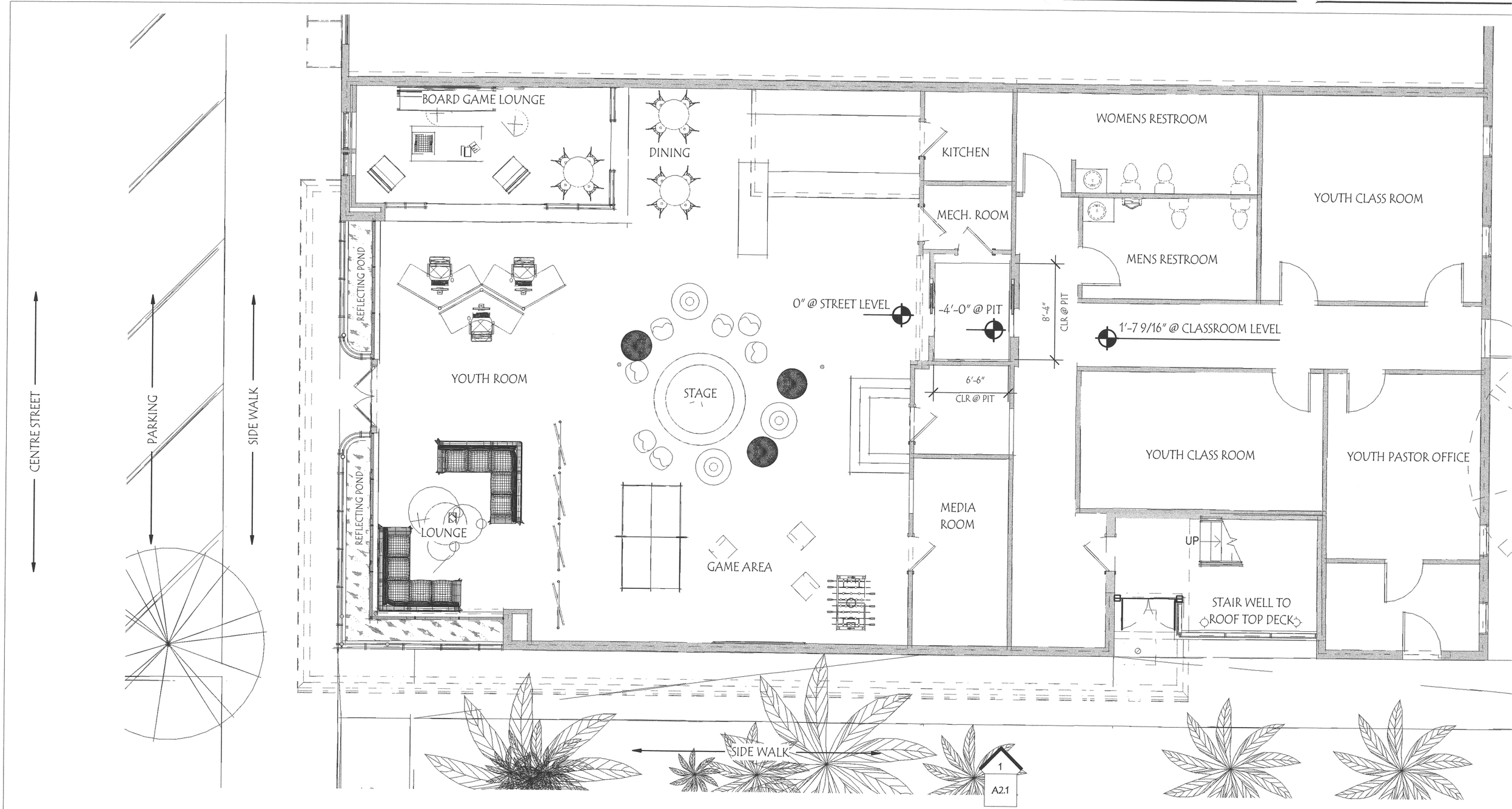
SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

ARCHITECT

515 CENTRE ST FERNANDINA BEACH, FL 32034



PROPOSED - FLOOR PLAN

SCALE: 1/8" = 1'-0"

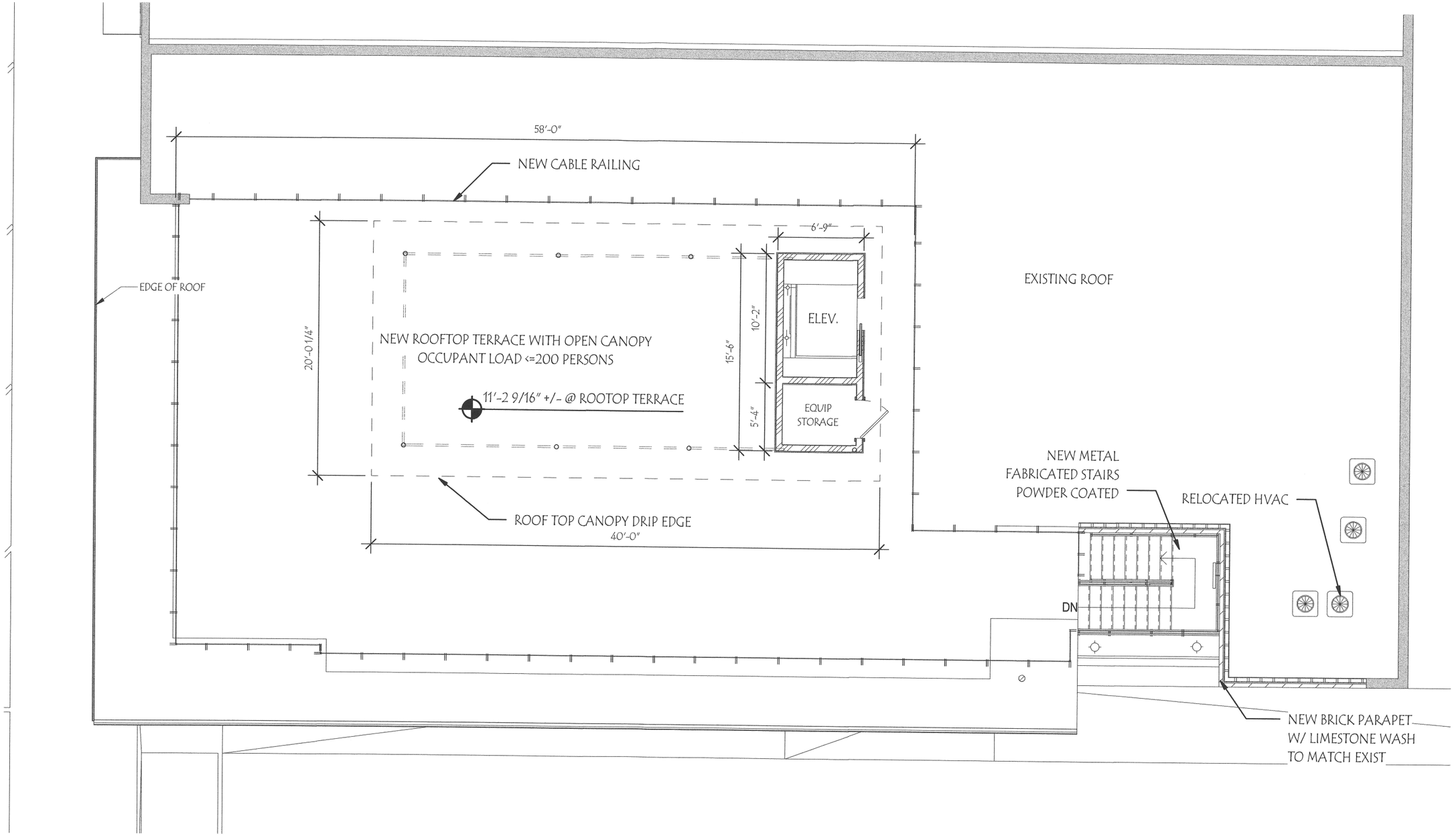
THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

ARCHITECT

515 CENTRE ST FERNANDINA BEACH, FL 32034

B4.0



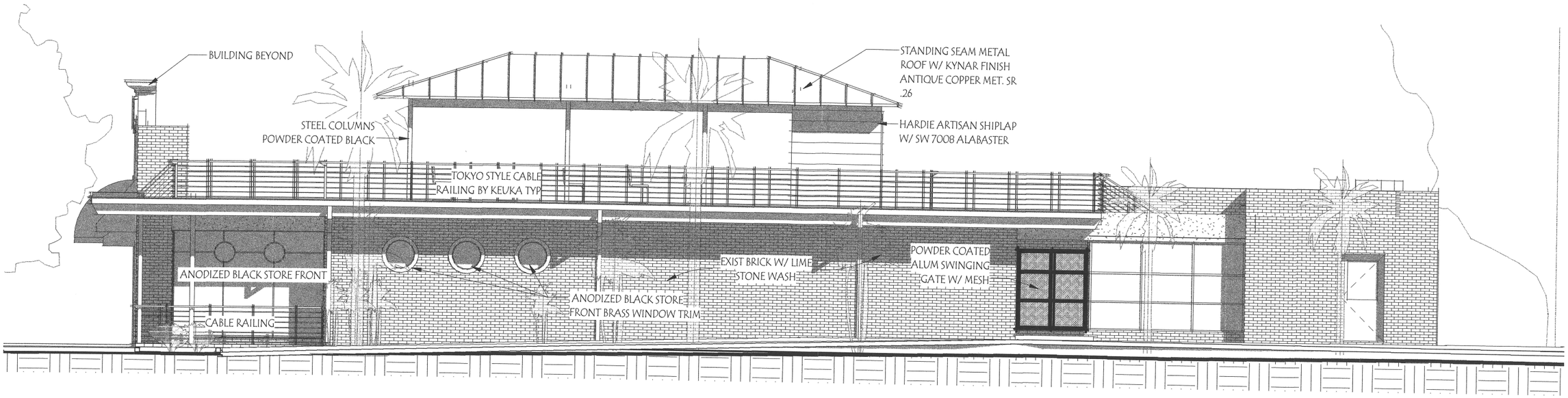
PROPOSED - ROOF PLAN

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

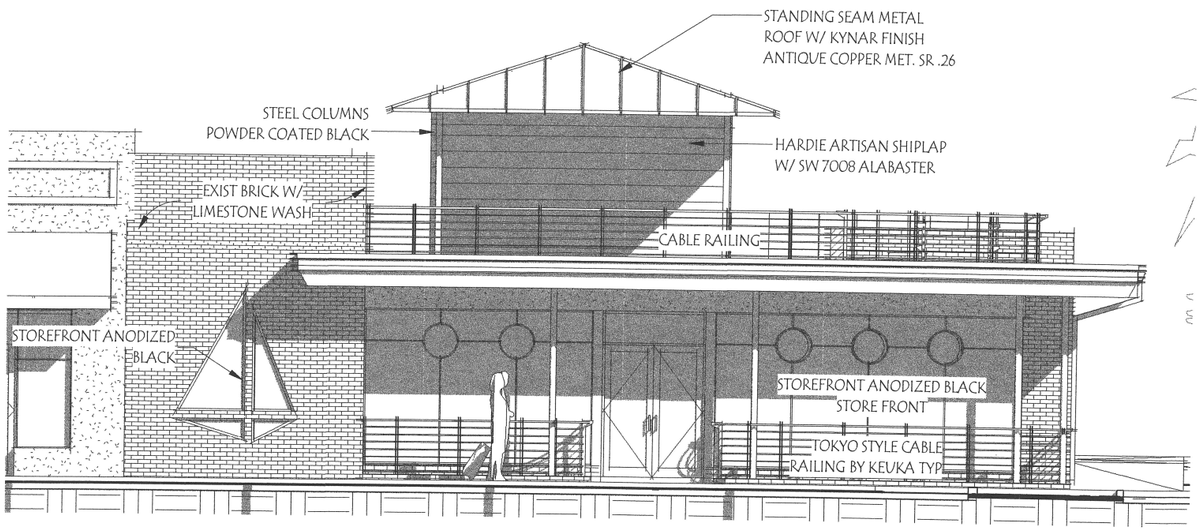
ISSUE DATE: 11/20/2019

ARCHITECT
515 CENTRE ST FERNANDINA BEACH, FL 32034



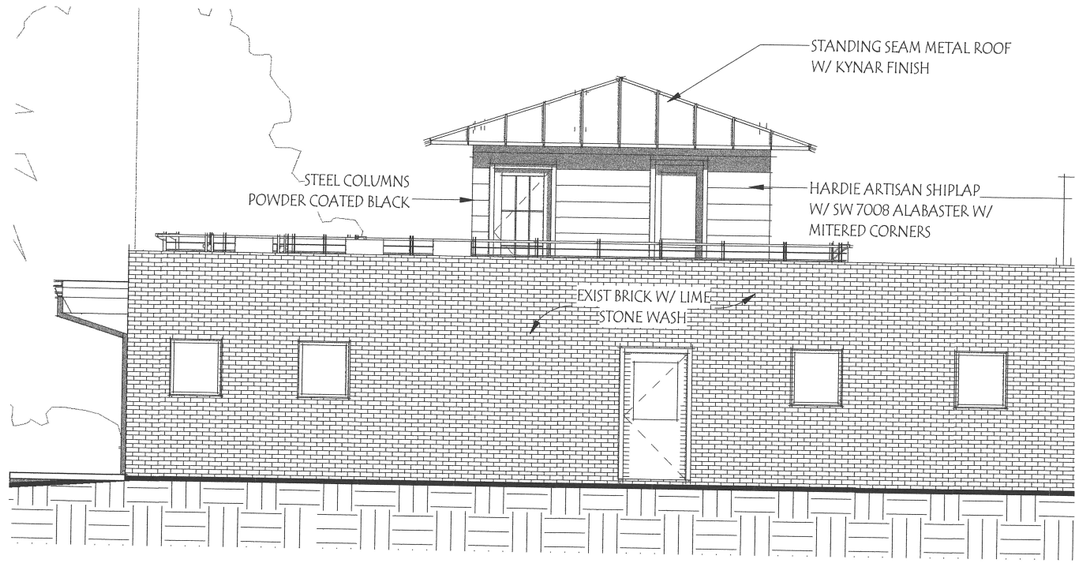
PROPOSED - NORTH 6TH STREET ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED - CENTRE STREET ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED - REAR ELEVATION

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

ARCHITECT

515 CENTRE ST FERNANDINA BEACH, FL 32034

B6.0

HDC 2019-37

EXHIBIT 4

Application

HDC 2019-0037

REC'D: 10/17/19 BY:

INVOICE #: 4914

PAYMENT: 250.00 TYPE: CK#3348

APPLICATION COMPLETE: Y____ N____

PRE-CONFRENCE: Y____ N____ DATE _____

BOARD MEETING DATE: _____

PLANNER: _____ DATE: _____

____ **APPROVED** ____ **DENIED**

APPLICATION FOR HISTORIC DISTRICT COUNCIL CERTIFICATE OF APPROVAL (COA)

APPROVAL TYPE:
- ☐ Staff Approval
- ☑ Board Approval: Conceptual _____ or Final ✓

PROJECT TYPE:

☐ New Construction ☑ Addition ☑ Alteration ☐ Relocation ☑ Demolition ☐ Variance

☐ Repair ☐ Paint ☐ Fence ☐ Sign ☐ Re-roof ☐ Other: _____

PROPERTY INFORMATION *Property information can be found at the Nassau County Property Appraiser's Website → Map Search*

Street Address: _____

Historic District: ☑ Downtown ☐ Old Town ☐ CRA Waterfront

Parcel Identification Number(s): 00-00-31-1800-0030-0140

Zoning District: C-3 Lot / Block Number (optional) BLOCK 30

Owner of Record	As recorded with the Nassau County Property Appraiser
Owner(s) Name	FIRST PRESBYTERIAN CHURCH FERNANDINA BEACH
Company (if applicable)	
Street Address	515 CENTRE ST
City State Zip	FERNANDINA BEACH, FL 32034
Telephone Number	904-261-3837
Email Address	

Applicant or Agent	If other than owner. If an agent will be representing the owner, an *Owner's Authorization For Agent Representation* form must be included
Applicant Name	MARK H. AKINS
Company (if applicable)	RICE ARCHITECT
Street Address	961687 GATEWAY BLVD SUITE 201H
City State Zip	AMELIA ISLAND, FLORIDA 32034
Telephone Number	904-491-0072
Email Address	MHAKINS@RICEARCHITECT.COM

PROJECT DESCRIPTION (REQUIRED)

Part 1. Describe The Existing Conditions and Materials. Describe the existing structure(s) on the subject property in terms of the construction materials and site conditions, as well as the surrounding context.

The Current building is mid-century style with a brick finish, glass facade and corner common to the MCM movement.
Neighboring buildings include various styles such as Spanish Revival, Neo-Classical and Mediterranean Influence

Part 2. Describe The Proposed Project and Materials. Describe the proposed project in terms of size, affected architectural elements, materials, and relationship to the existing structure(s). Attach further description sheets, if needed.

The youth center (The Anchor) will be renovated, a new elevator will be installed with (3) stops main floor, classroom floor, rooftop terrace.
The new rooftop terrace is envisioned with an open canopy with steel columns and a metal roof giving a covered area of roughly 800 square feet. The staircase will be added within the existing footprint with a glass enclosure and steel railing in the interest of continuing the MCM style.

List proposed materials and colors, as applicable (use additional sheet if necessary):

Project Scope	Manufacturer	Product Description	FL Product Approval #	Color (Name/Number)
Exterior Fabric				
Doors	ANDERSON	ARCHITECTURAL SERIES		Black Anodized
Windows	ANDERSON	ARCHITECTURAL SERIES		Black Anodized
Roofing	1ST COAST METAL ROOF	STANDING SEAM		
Fascia/Trim				
Foundation				
Shutters				
Porch/Deck				
Fencing				
Driveways/Sidewalks				
Signage				
Other				

PLEASE SUBMIT ALL PRODUCT BROCHURES, PAINT COLOR SAMPLES, AND MATERIAL SAMPLES WITH YOUR APPLICATION.

HISTORIC DISTRICT COUNCIL APPLICATION CHECKLIST

These requirements are not inclusive of the requirements for the proposed work. The Department of Planning & Conservation may require additional drawings, specifications or information in order to complete the application review.

CONCEPTUAL APPROVALS

Conceptual approvals are provided by the HDC as a courtesy to the applicant in an effort to allow comment from the historic district council and citizens during the conceptual design process. The HDC will provide the applicant with feedback and guidance relating to the proposal and take a vote to indicate whether the board feels the proposal is adequately appropriate to proceed. In all cases, the applicant must return to the HDC to seek final approval of their projects. There is no additional fee for this review above the Certificate of Approval fee.

STAFF REVIEW OR BOARD REVIEW FINAL APPROVAL

THE FOLLOWING MUST BE PROVIDED IN ORDER TO BE A COMPLETE APPLICATION FOR STAFF APPROVAL OR FINAL APPROVAL BY THE BOARD:

Applicant (Initials)	Please submit 1 copy of each of the following:	Staff (Initials)
	Proof of ownership (copy of deed or tax statement)	
	11x17 signed, sealed, scaled survey of property. Completed within the last 2 years.	
	11x17 scaled site plan of the proposed work, including lot dimensions, setbacks, finished floor elevations, and any changes as a result of proposed building footprints	
	Site plan **must** show all trees greater than 5" diameter at breast height (DBH) and indicate any trees that are to be removed as part of the scope of work.	
	Photographs of the existing site and existing buildings if any, including views from the street. EMAILED	
	11x17 drawings to scale showing ALL existing and proposed exterior elevations of primary and/or accessory buildings. Existing vs. proposed features should be clearly delineated with labels, shading, and/or hatching.	
	Elevations **must** include specific material and detail information with call outs that define all visible exterior elements, such as (but not limited to): wall finishes, foundation wall finish, corner-boards, water-tables, barge-boards, cornice trim, door trim, window trim, column elements, railings, roof fascia, balcony trim elements, supporting/decorative brackets, gable end decorative elements, shutters, roof finishes, chimney finish, privacy fences, picket fences, gates, utility yard screens, gazebos, outdoor shower screens, etc. Provide specific detail views of features that cannot be called out with notes on the elevations. Examples include porch details, pier elements, lattice infill components, soffit and cornice trim detailing, etc.	
	Elevations and/or site plan **must** show all proposed mechanical and plumbing equipment (HVAC, hood vents, backflow preventers, etc.)	
	Product/material details and specifications, including brochures or printouts, for any proposed material as applicable and not limited to: doors, windows, roofing, exterior fabric, fascia/trim, shutters, fencing, sidewalk/driveway, landscaping, foundation, porch/deck, sheds, and proposed colors for ALL surfaces to be painted/stained/treated.	
	New construction applications **must** show context of project within existing streetscape.	
	For any fencing proposed to be located on a common property line, written consent of the adjacent property owners shall be provided as required by LDC 5.01.10(B).	

CERTIFICATION (REQUIRED)

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and have read and understand the following:

1. I/We hereby attest to the fact that the above supplied property address(es), parcel number(s) and legal description(s) is (are) the true and proper identification of the area of this petition.

2. I/We authorize staff from the Community Development Department to enter onto the property in question during regular city business hours in order to take photos which will be placed in the permanent file.

3. I/We understand that the COA review time period will not commence until the application is deemed complete by staff and may take up to 10 days to process. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

4. I/We understand that, for Board review cases, an agenda and staff report will be available on the City's website approximately one week before the Historic District Council meeting.

5. I/We understand that the Historic District Council meetings are conducted in a quasi-judicial hearing and as such, ex-parte communications are prohibited (Communication about your project with a Historic District Council member).

6. I/We understand that the approval of this application by the Historic District Council or staff in no way constitutes approval of a Building Permit for construction from the City of Fernandina Beach Building Department.

7. I/We understand that all changes to the approved scope of work stated in a COA have to be approved by the HDC before work commences on those changes. There will be no charge for a revision to a COA. Making changes that have not been approved can result in a Stop Work Order being placed on the entire project and/or additional fees/penalties.

8. I/We understand that any decision of the HDC may be appealed to the City Commission, with the exception of variances, which may be appealed to a court of record as outlined in Section 10.02.04(D) of the Land Development Code. Petitions to appeal shall be presented within thirty (30) days after the decision of the HDC; otherwise the decision of the HDC will be final.

*9. I/We understand that Certificates of Approval are only valid for **one year** from issuance. They are renewable for six months without cause, and for an additional six months, upon showing of good cause by the applicant. The applicant must submit all requests for extensions in writing and provide appropriate support documentation, if needed.*

10/16/2019
Date

Signature of Applicant

TARAN R JACKSON
Notary Public - State of Florida
Commission # GG 354841
My Comm. Expires Aug 17, 2023
Bonded through National Notary Assn.

STATE OF FLORIDA
ss
COUNTY OF NASSAU

Subscribed and sworn to in my presence this 17th day of October, 2019, by Mark Atkins.

Notary Public Signature

Taran Jackson
Printed Name

08/17/23
My Commission Expires

Personally Known ____ OR Produced Identification ____ ID Produced: ____

USE THIS FORM TO: Authorize an agent to make application and represent the owner of record.

OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE FIRST PRESBYTERIAN CHURCH FERNANDINA BEACH – JOHN R. HAWLEY
(print name of property owner(s))

hereby authorize: MARK H AKINS (RICE ARCHITECT LLC.)
(print name of agent)

to represent me/us in processing an application for: HDC COA
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

(Signature of owner)

John R. Hawley
(Print name of owner)

(Signature of owner)

John R. Hawley
(Print name of owner)

STATE OF FLORIDA
COUNTY OF NASSAU } ss

MERENA C. JONES
MY COMMISSION # FF 944191
EXPIRES: January 29, 2020
Bonded Thru Notary Public Underwriters

Subscribed and sworn to in my presence this 17th day of October, 2019, by John R. Hawley.

Merena C. Jones
Notary Public: Signature

Merena C. Jones
Printed Name

My Commission Expires

Personally Known _____ OR Produced Identification ✓ ID Produced: Drivers Lic.

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BLOCK 30 LOT 14                    FIRST PRESBYTERIAN CHURCH OF   00-00-31-1800-0030-0140          Nassau County  2019 R
IN OR 914/1992                     FERNANDINA BEACH INC                                                    CARD 001 of 002
CITY OF FDNA BEACH                 9 NORTH 6TH ST                          PRINTED  7/23/2019 11:25          BY  MIKEH
                                   FERNANDINA BEACH, FL 32034              APPR    12/06/2018 KK
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BUSE	009200	ED RELIGOS		AE? N		3203	HTD AREA	95.059	INDEX	1002.00	FB CENTRE STREE		PUSE	007100	CHURCHES
MOD	4	COMMERCIAL	BATH			3247	EFF AREA	65.876	E-RATE	110.000	INDX	STR 22- 3N- 28			
EXW	05	AVERAGE	FIXT		5	213,898	RCN			1957	AYB	MKT AREA 01			262,957 BLDG
50%	19	COMMON BRK	BDRM			81.00	%GOOD	173,257	B BLDG VAL	1980	EYB	APPR 7			0 XFOB
RSTR	04	WOOD TRUSS	RMS		2							AC			175,000 LAND
RCVR	04	BUILT-UP	UNTS			◆FIELD CK:	12/06/2018 KK				◆	NTCD			0 CLAS
%		.	C-W%		21	◆LOC:	515 CENTRE ST FERNANDINA BEACH				◆	APPR CD			0 MKTUSE
INTW	05	DRYWALL	HGHT		14	◆					◆	CNDO			437,957 JUST
%		.	PMTR			◆	+----------50----------+				◆	SUBD			437,957 APPR
FLOR	07	CORK/VTILE	STYS		1.0	◆	IBAS1993 I				◆	BLK			
20%	14	CARPET	ECON			◆	I I				◆	LOT			0 SOHD
HTTP	04	AIR DUCTED	FUNC			◆	I I				◆	MAP# 6C/23S			437,957 ASSD
A/C	04	ROOF TOP	SPCD			◆	I I				◆	02			437,957 EXPT
Q	03	CLASS	DEPR	03		◆	I I				◆	TXDT 002			0 COTXBL
F		.	SPRK	.		◆	I I				◆				
SIZE	02	L-SHAPED	UD-2	.		◆	I 5				◆	BLDG TRAVERSE			
CEIL	01	FIN.SUSPD	UD-3	.		◆	I 2				◆	BAS1993= W50 S67 E13 CAN1993= E37 N15 W3 S			
ARCH		N/A	UD-4	.		◆	I I				◆	12 W34 S3$ N3 E34 N12 E3 N52$.			
FRME	03	MASONRY	UD-5	.		◆	6 I				◆				
KTCH		.	UD-6	.		◆	7 I				◆				
WNDO		.	UD-7	.		◆	I I				◆				
CLAS		.	UD-8	02	DIST F	◆	I I				◆				
OCC		.	UD-9		.	◆	I I				◆				
COND		.	%		.	◆	I +-+				◆	PERMITS			
SUB	A-AREA	%	E-AREA		SUB VALUE	◆	I I I				◆	NUMBER	DESC	AMT	ISSUED
BAS93	3203	100	3203		170909	◆	I 1 1				◆	20053028	REPAIR/RRF	43,000	11/15/2005
CAN93	147	30	44		2348	◆	I 2 5				◆	2003940	REMODEL	180,000	9/11/2000
						◆	I +---------34--------+ I				◆	SALE			
						◆	+---13--+CAN1993---37---------+				◆	BOOK	PAGE	DATE	PRICE
						◆					◆	914	1992	1/11/2000 U I	425000
						◆					◆	GRANTOR PAW PRINT PROPERTIES INC			
						◆					◆	GRANTEE FIRST PRESBYTERIAN CHURCH OF FDNA			
						◆					◆	897	1766	9/01/1999 U I	100
						◆					◆	GRANTOR GOSETTO ALEX & J DENNIS POLLACK			
TOTAL	3350		3247		173257							GRANTEE PAW PRINT PROPERTIES INC			

---EXTRA FEATURES---------- FIELD CK: ----------

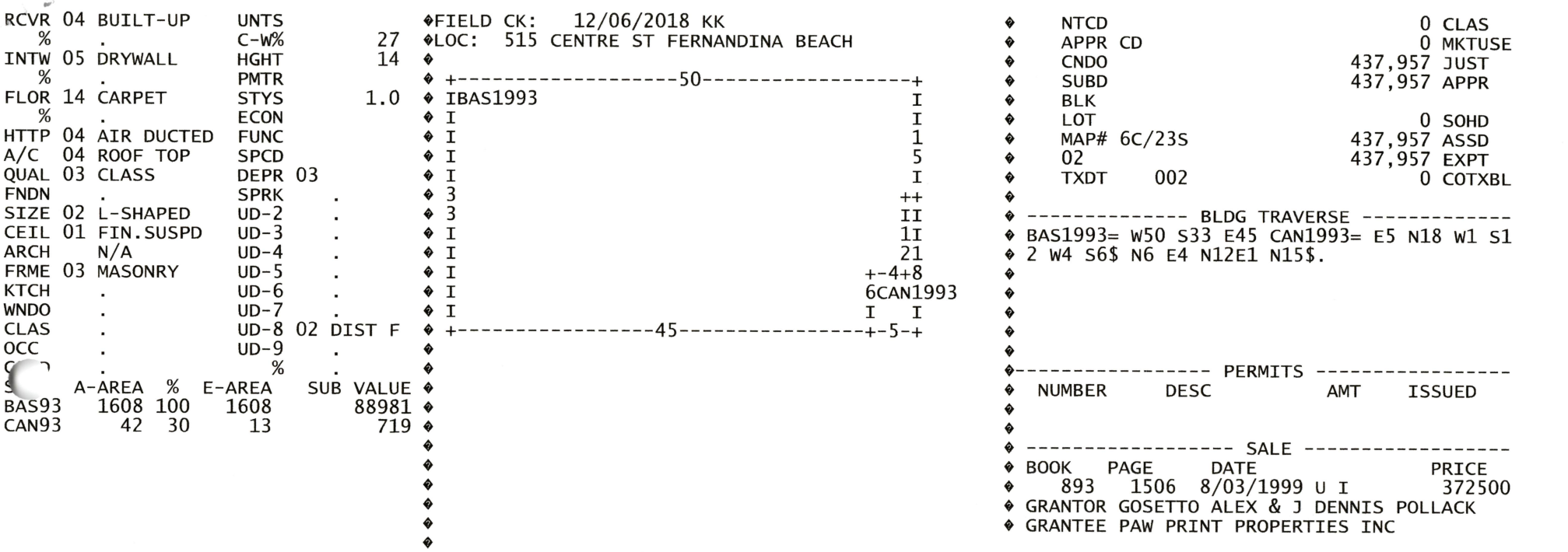
AE	BN	CODE	DESC	LEN	WID	HGHT	QTY	QL	YR	ADJ	UNITS	UT	PRICE	ADJ UT PR	SPCD %	%GOOD	XFOB VALUE

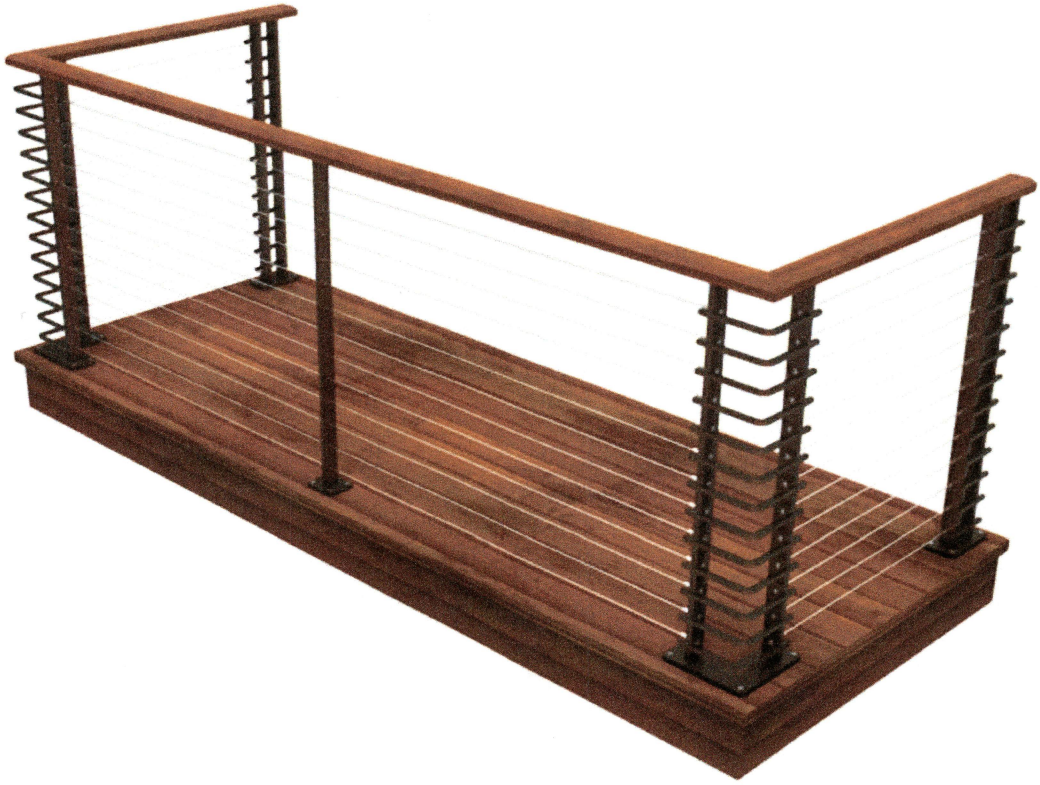
	LAND	DESC	ZONE	ROAD	{UD1	{UD3	FRONT	DEPTH	FIELD CK: 12/06/2018 KK					
AE	CODE		TOPO	UTIL	{UD2	{UD4	BACK	DT	ADJUSTMENTS	UNITS	UT	PRICE	ADJ UT PR	LAND VALUE
N	007100	CHURCH	C-3	0003			50	100	1.00 1.00 1.00 1.00	5000.000	SF	35.000	35.00	175,000

B001 - 515 CENTRE
L001 - FAR 0.5549
B001 - THE ANCHOR FIRST PRESBYTERIAN CHURCH
L001 - OWNS ADJ PARCEL
PRMT - 9/200 INT.REMODEL / NO ADDITIONAL RESTROOMS

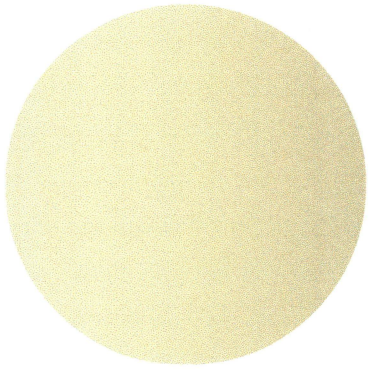
```
BLOCK 30 LOT 14                    FIRST PRESBYTERIAN CHURCH OF   00-00-31-1800-0030-0140          Nassau County  2019 R
IN OR 914/1992                     FERNANDINA BEACH INC                                                    CARD 002 of 002
CITY OF FDNA BEACH                 9 NORTH 6TH ST                          PRINTED  7/23/2019 11:25          BY  MIKEH
                                   FERNANDINA BEACH, FL 32034              APPR    12/06/2018 KK
```

BUSE	009200	ED RELIGOS		AE? N		1608	HTD AREA	98.581	INDEX	1002.00	FB CENTRE STREE		PUSE	007100	CHURCHES
MOD	4	COMMERCIAL	BATH			1621	EFF AREA	68.316	E-RATE	110.000	INDX	STR 22- 3N- 28			
EXW	15	CONC BLOCK	FIXT		3	110,741	RCN			1957	AYB	MKT AREA 01			262,957 BLDG
50%	19	COMMON BRK	BDRM			81.00	%GOOD	89,700	B BLDG VAL	1980	EYB	APPR 7			0 XFOB
RSTR	04	WOOD TRUSS	RMS		9							AC			175,000 LAND

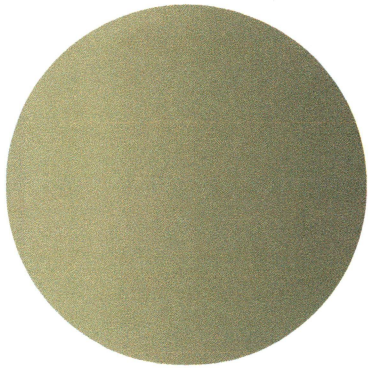

RCVR 04 BUILT-UP
% .
INTW 05 DRYWALL
% .
FLOR 14 CARPET
% .
HTTP 04 AIR DUCTED
A/C 04 ROOF TOP
QUAL 03 CLASS
FNDN .
SIZE 02 L-SHAPED
CEIL 01 FIN.SUSPD
ARCH N/A
FRME 03 MASONRY
KTCH .
WNDO .
CLAS .
OCC .
C .
S A-AREA % E-AREA SUB VALUE
BAS93 1608 100 1608 88981
CAN93 42 30 13 719
UNTS
C-W% 27
HGHT 14
PMTR
STYS 1.0
ECON
FUNC
SPCD
DEPR 03
SPRK .
UD-2 .
UD-3 .
UD-4 .
UD-5 .
UD-6 .
UD-7 .
UD-8 02 DIST F
UD-9 .
% .
FIELD CK: 12/06/2018 KK
LOC: 515 CENTRE ST FERNANDINA BEACH
50
IBAS1993
45
+-4+8
6CAN1993
+-5-+
NTCD 0 CLAS
APPR CD 0 MKTUSE
CNDO 437,957 JUST
SUBD 437,957 APPR
BLK
LOT 0 SOHD
MAP# 6C/23S 437,957 ASSD
02 437,957 EXPT
TXDT 002 0 COTXBL
BLDG TRAVERSE
BAS1993= W50 S33 E45 CAN1993= E5 N18 W1 S1
2 W4 S6$ N6 E4 N12E1 N15$.
PERMITS
NUMBER DESC AMT ISSUED
SALE
BOOK PAGE DATE PRICE
893 1506 8/03/1999 U I 372500
GRANTOR GOSETTO ALEX & J DENNIS POLLACK
GRANTEE PAW PRINT PROPERTIES INC



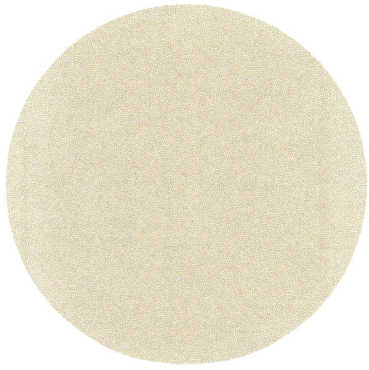
Metal Panels Inc.



Champagne Met. SR .37

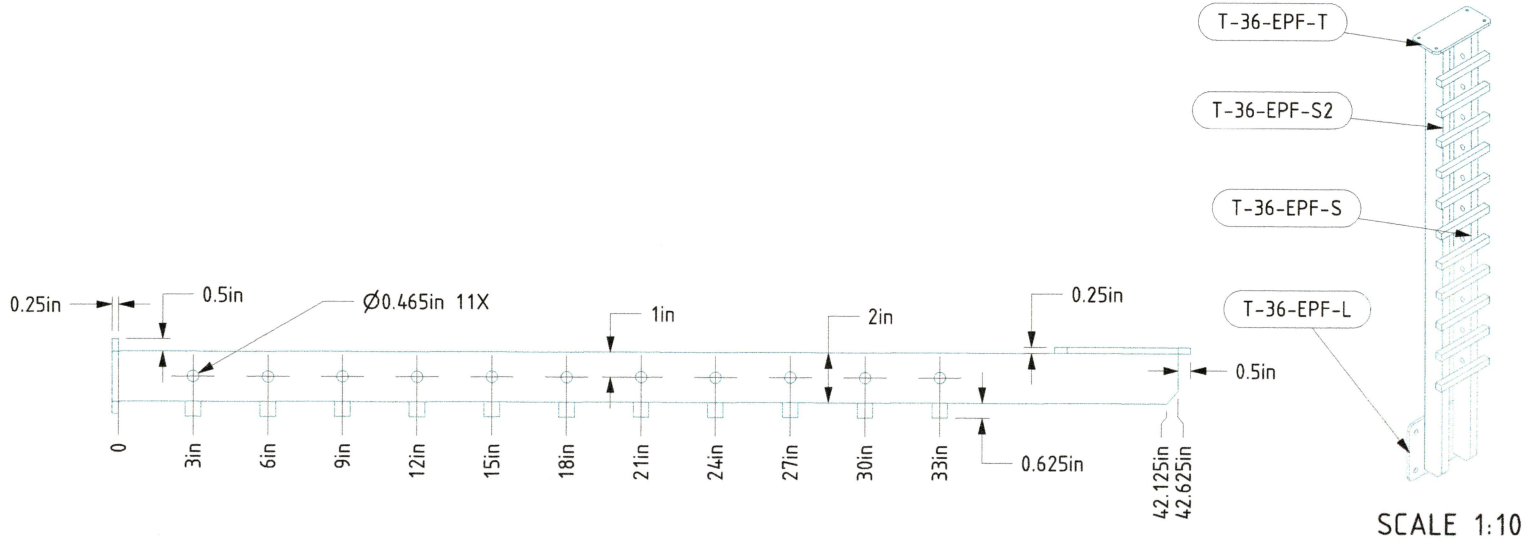


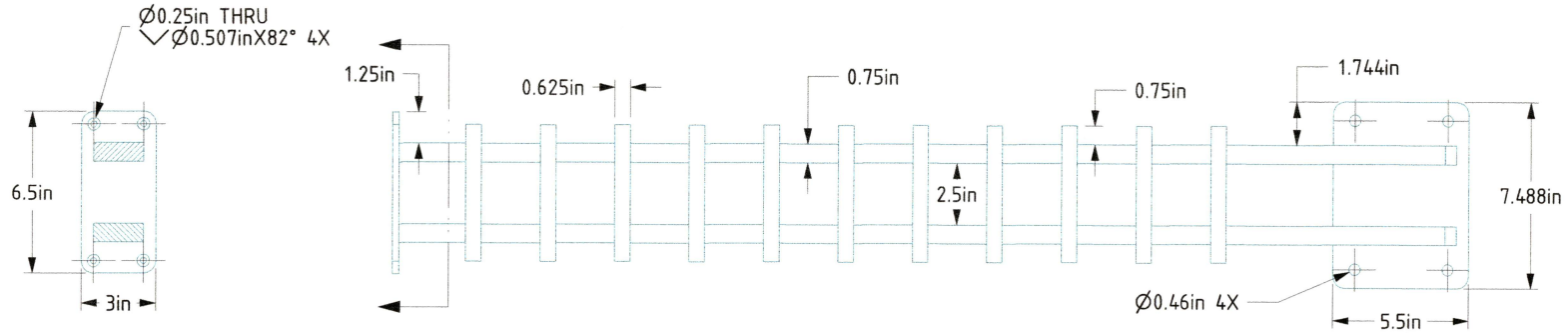
Antique Copper Met. SR .26



Ash Gray SR .39

ITEM NO.	PART NUMBER	QTY
1	Bars	1
2	T-36-EPF-L	1
3	T-36-EPF-S	1
4	T-36-EPF-S2	1
5	T-36-EPF-T	1





NOTES:
STANDARD MATERIAL & FINISH:
- A-36 STEEL POWDER COATED

ADDITIONAL MATERIAL OPTIONS:
- A-36 STEEL GALVINIZED
- TYPE 304 STAINLESS STEEL
- TYPE 316 STAINLESS STEEL

MATERIAL: SEE NOTE
FINISH: SEE NOTE
COLOR:
LOCATION:
QUANTITY:

KEUKA STUDIOS
FINE ARCHITECTURAL METAL WORK

1011 Rush Henrietta Townline Road
Rush, NY 14543
P 585-467-4570
F 585-427-8598
www.keuka-studios.com

PROJECT: T-36-EPF-RH
PART: T-36-EPF
DRAWN BY: JT
DATE: 12/9/14
SCALE: 1:5
REVISION:
SIZE: B
SHEET: 1 OF: 1

PROPRIETARY DATA BY KEUKA STUDIOS INC. ALL RIGHTS RESERVED. THESE DOCUMENTS ARE THE PROPERTY OF KEUKA STUDIOS INC. NO REPRODUCTION OF DESIGNS WITHOUT WRITTEN APPROVAL FROM KEUKA STUDIOS INC.

HDC 2019-37

EXHIBIT 5

FMSF 8NA01098

Florida Master Site File

HISTORICAL STRUCTURE FORM

Electronic Version 1.1.0

Site #8 NA01098
Recorder # 1
Field Date 3/20/2007
Form Date 3/30/2007
FormNo 200703
FormNo = Field Date (YYYYMM)

YCJ

First Site Form Recorded for this Site? NO

GENERAL INFORMATION

Site Name (address if none) 1st Presbyterian Youth Center Multiple Listing (DHR only)
Other Names >>
Survey or Project Name Survey#
National Register Category Building(s)

LOCATION & IDENTIFICATION

Address

Street No.	Direction	Street Name	Street Type	Direction Suffix
515		Centre	Street	

Cross Streets (nearest/ between)
City / Town (within 3 miles) Fernandina Beach In Current City Limits? YES
County Nassau Tax Parcel #(s)
Subdivision Name Block Lot
Ownership
Name of Public Tract (e.g., park)
Route to (especially if no street address)

MAPPING

USGS 7.5' Map Name Publication Date >> FERNANDINA BEACH;2003
Township: Range: Section: 1/4 section: >> 3N ;28E ;22;UNSP
Irregular Section Name:
Landgrant
UTM: Zone Easting Northing
Plat or Other Map (map's name, location)

DESCRIPTION

Style Other Other Style contemporary
Exterior Plan Rectangular Other Exterior Plan
Number of Stories 1
Structural System(s) >> Post and beam
Other Structural System(s)
Foundation Type(s) >> Slab
Other Foundation Types
Foundation Material(s) >> Poured Concrete Footing
Other Foundation Material(s)
Exterior Fabric(s) >> Brick
Other Exterior Fabric(s)
Roof Type(s) >> Flat
Other Roof Type(s)
Roof Material(s) >> Tar & gravel
Other Roof Material(s)
Roof Secondary Structure(s) (dormers etc) >>
Other Roof Secondary Structure(s)
Number of Chimneys
Chimney Material
Other Chimney Material(s)
Chimney Location(s)

HISTORICAL STRUCTURE FORM

8NA01098

DESCRIPTION (continued)

Window Descriptions: fixed

Main Entrance Description (stylistic details):

Porches: #open: #closed: #incised: Location(s):

Porch Roof Types(s):

Exterior Ornament:

Interior Plan: Other Interior Plan:

Condition: Good

Structure Surroundings

Commercial: MOSTly this category Residential:

Institutional: Undeveloped:

Ancillary Features (Number / type of outbuildings, major landscape features):

Archaeological Remains (describe): none

If archaeological remains are present, was an Archaeological Site Form completed?

Narrative Description (optional):

HISTORY

Construction year: 1957

Architect (last name first): Builder (last name first):

Changes in Locations or Conditions

Type of Change	Year of Change	Date Change Noted	Description of Changes
>>			

Structure Use History

Use: Year Use Started: Year Use Ended: >> Private residence;1957;

Other Structure Uses:

Ownership History (especially original owner, dates, profession, etc.):

RESEARCH METHODS

Research Methods: >> FL Master Site File-Cultural Resources

Other research methods:

SURVEYOR'S EVALUATION OF SITE

Potentially Eligible for a Local Register?: Name of Local Register if Eligible:

Idividually Eligible for National Register?: NO

Potential Contributor to NR District?: YES

Area(s) of historical significance: >> Community planning & development

Other Historical Associations:

Explanation of Evaluation (required): Because the resource retains much of its historic integrity and stands within the historic district, it appears to be potentially eligible as a contributor to the historic district.

HISTORICAL STRUCTURE FORM

8NA01098

DOCUMENTATION (Photos, Plans, etc.)

Photographic Negatives or Other Collections Not Filed with FMSF, Including Field Notes, Plans, other Important Documents.

Document type: _____ Maintaining Organization: _____

File or Accession #: _____ Descriptive Information: _____

>> _____

RECORDER INFORMATION

Recorder Name (Last, First) Bland, Myles

Recorder Address / Phone 7035 Phillips HWY Ste. 5-129 Jacksonville, Fl 904-448-4429

Recorder Affiliation Bland & Associates, Inc Other Affiliation _____

Is a Text-Only Supplement File Attached (Surveyor Only)? NO

****** MASTER SITE FILE USE ONLY ******

SHPO's Evaluation of Resource

_____ Date _____

Cultural Resource Type: SS

Electronic Form Used: S110

Form Type Code: NORM

Form Quality Ranking: NEW

Form Status Code: SCAT

Supplement Information Status: NO SUPPLEMENT

Supplement File Status: NO SUPPLEMENT FILE

FMSF Staffer: _____

Computer Entry Date: 6/14/2007

Form Comments: _____

REQUIRED PAPER ATTACHMENTS

(1) USGS 7.5" MAP WITH STRUCTURE PINPOINTED IN RED

(2) LARGE SCALE STREET OR PLAT MAP

(3) PHOTO OF MAIN FACADE, B&W, AT LEAST 3"X5"

NA01098-200703

Supplementary Printout

> **USGS map name/year of publication or revision:**
FERNANDINA BEACH;2003

> **Township/Range/Section/Qtr:**
3N ;28E ;22;UNSP

> **Structural system(s):**
Post and beam

> **Foundation types:**
Slab

> **Foundation materials:**
Poured Concrete Footing

> **Exterior fabrics:**
Brick
Stucco

> **Roof types:**
Flat

> **Roof materials:**
Tar & gravel

> **Roof secondary structures (dormers etc):**

> **Change status/year changed/date noted/nature:**

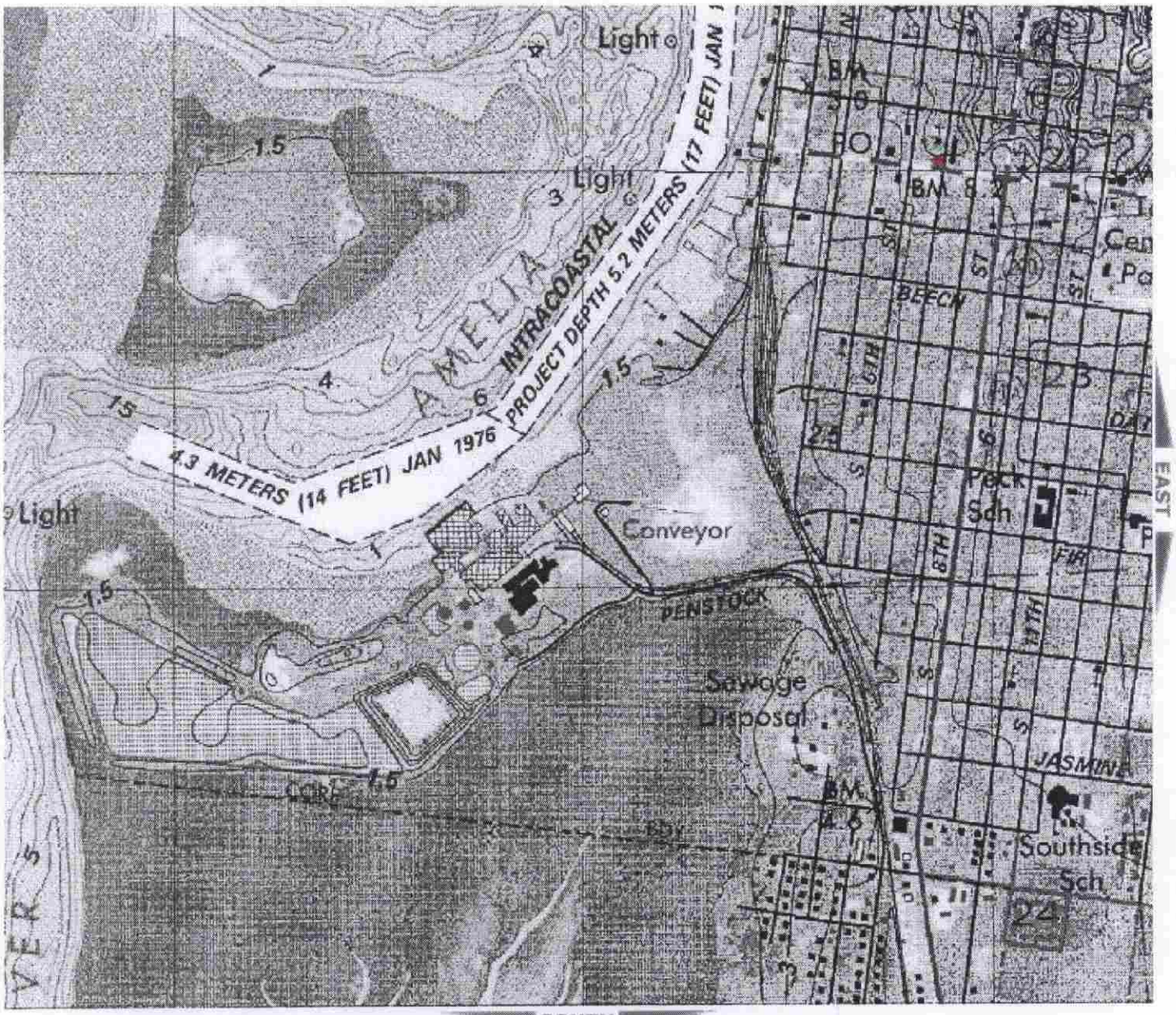
> **Original, intermediate, present uses/year started/year ended:**
Private residence;1957;

> **Research methods:**
FL Master Site File-Cultural Resources
Examine local property records
Pedestrian

> **Area(s) of historical significance:**
Community planning & development

> **Repositories: Collection/Housed/Accession#/Describe**

> **[Other name(s)]:**


Light
1.5
Light
3
AMELIA
INTRACOASTAL
PROJECT DEPTH 5.2 METERS (17 FEET) JAN
4.3 METERS (14 FEET) JAN 1976
4
6
1.5
1.5
Light
Conveyor
PENSTOCK
1.5
Sewage
Disposal
1.5
CORE
BM
BM 8.2
BEECH
5TH
6TH
11TH
FIR
JASMINE
Peck
Sch
Southside
Sch
24
EAST
SOUTH

NA1098

1

1

NA1098



PARCEL INFORMATION TABLE	
Selected Parcel	00-00-31-1800-0030-0140
GIS CALCULATED ACREAGE	0.11
Property Use	CHURCHES
Land Use	CHURCH
OWNERSHIP INFORMATION	
Name	FIRST PRESBYTERIAN CHURCH OF
Mailing Address	FERNANDINA BEACH INC 9 NORTH 6TH ST; FERNANDINA BEACH, FL 32034
Situs/Physical Address	515 CENTRE ST
2006 PROPOSED VALUES	
Land Value	357,500

Page 1

☐ Original
☒ Update

HISTORICAL STRUCTURE FORM
FLORIDA MASTER SITE FILE
Version 4.0 1/07

Site #8 NA01098
Field Date 1-31-2018
Form Date 1-31-2018
Recorder # 1330

Shaded Fields represent the minimum acceptable level of documentation.
Consult the *Guide to Historical Structure Forms* for detailed instructions.

Site Name(s) (address if none) The Anchor (1st Presb. Youth Center) Multiple Listing (DHR only) _____
Survey Project Name Fernandina Beach Historic Resource Survey Update Survey # (DHR only) _____
National Register Category (please check one) ☒ building ☐ structure ☐ district ☐ site ☐ object
Ownership: ☐ private-profit ☒ private-nonprofit ☐ private-individual ☐ private-nonspecific ☐ city ☐ county ☐ state ☐ federal ☐ Native American ☐ foreign ☐ unknown

LOCATION & MAPPING

	Street Number	Direction	Street Name	Street Type	Suffix Direction
Address:	515		Centre	Street	

Cross Streets (nearest / between) _____
USGS 7.5 Map Name FERNANDINA BEACH USGS Date _____ Plat or Other Map _____
City / Town (within 3 miles) Fernandina Beach In City Limits? ☒ yes ☐ no ☐ unknown **County** Nassau
Township 3N **Range** 28E **Section** 22 ¼ section: ☐ NW ☐ SW ☐ SE ☐ NE Irregular-name: _____
Tax Parcel # 00-00-31-1800-0030-0140 Landgrant _____
Subdivision Name _____ Block _____ Lot _____
UTM Coordinates: Zone ☐ 16 ☐ 17 Easting ☐☐☐☐☐☐ Northing ☐☐☐☐☐☐☐
Other Coordinates: X: _____ Y: _____ Coordinate System & Datum _____
Name of Public Tract (e.g., park) _____

HISTORY

Construction Year: 1957 ☐ approximately ☐ year listed or earlier ☐ year listed or later
Original Use Commercial **From (year):** _____ **To (year):** _____
Current Use Church/Temple/Synagogue **From (year):** _____ **To (year):** _____
Other Use _____ From (year): _____ To (year): _____
Moves: ☐ yes ☒ no ☐ unknown Date: _____ **Original address** _____
Alterations: ☒ yes ☐ no ☐ unknown Date: _____ **Nature** Signage
Additions: ☐ yes ☒ no ☐ unknown Date: _____ **Nature** _____
Architect (last name first): _____ **Builder** (last name first): _____
Ownership History (especially original owner, dates, profession, etc.) _____

Is the Resource Affected by a Local Preservation Ordinance? ☒ yes ☐ no ☐ unknown **Describe** Downtown historic district

DESCRIPTION

Style Mid-Century Modern **Exterior Plan** Rectangular **Number of Stories** 1
Exterior Fabric(s) 1. Brick 2. _____ 3. _____
Roof Type(s) 1. Flat 2. _____ 3. _____
Roof Material(s) 1. Tar & gravel 2. _____ 3. _____
Roof secondary strucs. (dormers etc.) 1. _____ 2. _____
Windows (types, materials, etc.) Fixed storefront

Distinguishing Architectural Features (exterior or interior ornaments) Art brick surfacing; wide overhang; horizontal design w multiple material types/textures

Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed.) _____

DHR USE ONLY	OFFICIAL EVALUATION	DHR USE ONLY
NR List Date _____ ☐ Owner Objection	SHPO – Appears to meet criteria for NR listing: ☐ yes ☐ no ☐ insufficient info Date _____ Init. _____ KEEPER – Determined eligible: ☐ yes ☐ no Date _____ NR Criteria for Evaluation: ☐ a ☐ b ☐ c ☐ d (see *National Register Bulletin 15*, p. 2)	

HISTORICAL STRUCTURE FORM

Site #8 NA01098

DESCRIPTION (continued)

Chimney: No. 0 Chimney Material(s): 1. _____ 2. _____
Structural System(s): 1. Masonry - General 2. _____ 3. _____
Foundation Type(s): 1. Slab 2. _____
Foundation Material(s): 1. Concrete, Generic 2. _____
Main Entrance (stylistic details) Storefront window wall w glass & metal frame double doors w transom

Porch Descriptions (types, locations, roof types, etc.) _____

Condition (overall resource condition): ☒excellent ☐good ☐fair ☐deteriorated ☐ruinous
Narrative Description of Resource _____

Archaeological Remains _____ ☐Check if Archaeological Form Completed

RESEARCH METHODS (check all that apply)

☒FMSF record search (sites/surveys)	☒library research	☐building permits	☒Sanborn maps
☐FL State Archives/photo collection	☐city directory	☐occupant/owner interview	☒plat maps
☐property appraiser / tax records	☒newspaper files	☐neighbor interview	☐Public Lands Survey (DEP)
☒cultural resource survey (CRAS)	☒historic photos	☐interior inspection	☒HABS/HAER record search

☐other methods (describe) _____
Bibliographic References (give FMSF manuscript # if relevant, use continuation sheet if needed) _____

OPINION OF RESOURCE SIGNIFICANCE

Appears to meet the criteria for National Register listing individually? ☐yes ☒no ☐insufficient information
Appears to meet the criteria for National Register listing as part of a district? ☐yes ☒no ☐insufficient information
Explanation of Evaluation (required, whether significant or not; use separate sheet if needed) This is an update-the building is an average example of a common resource type in the region.

Area(s) of Historical Significance (see *National Register Bulletin 15*, p. 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)
1. _____ 3. _____ 5. _____
2. _____ 4. _____ 6. _____

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type _____ Maintaining organization _____
Document description _____ File or accession #'s _____

2) Document type _____ Maintaining organization _____
Document description _____ File or accession #'s _____

RECORDER INFORMATION

Recorder Name Sheldon Owens Affiliation Brockington and Assc. Inc.
Recorder Contact Information 498 Wando Park Blvd. Suite 700, Mt. Pleasant SC 29464; 843-881-3128
(address / phone / fax / e-mail)

Required Attachments

- **USGS 7.5' MAP WITH STRUCTURE LOCATION PINPOINTED IN RED**
- **LARGE SCALE STREET, PLAT OR PARCEL MAP** (available from most property appraiser web sites)
- **PHOTO OF MAIN FACADE, ARCHIVAL B&W PRINT OR DIGITAL IMAGE FILE**

If submitting an image file, it must be included on disk or CD AND in hard copy format (plain paper is acceptable).
Digital image must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.


N
Brockington
Fernandina Beach
Survey Update 2018
Historic Resource
0
50
100 Feet
* All numbers start with NA****.
Alachua St
Centre St
N 5th St
N 6th St
N 7th St
S 5th St
S 6th St
S 7th St
322
578
1104
356
1103
101
355
353
1329
1098
663
103
1232
1125
1126
1127
665
369
438
1105
370
439
371
372
441
440
373
442
585


515
FREE


THE
ANCHOR
FIRST PRESBYTERIAN
FREE
FREE

APPROVED

MINUTES
HISTORIC DISTRICT COUNCIL
REGULAR MEETING
JANUARY 16, 2020

1. CALL TO ORDER: 5:00 pm

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

James Pozzetta
Michael Spino (Chair)
Michael Harrison
Benjamin Morrison
Angela Conway
Tammi Kosack (Alt 1)

MEMBERS ABSENT:

OTHERS PRESENT:
Tammi Bach, City Attorney
Sal Cumella, Historic Preservation Planner
Samantha Rogic, Recording Secretary

As part of ex parte communications, Chair Spino explained that he spoke with Pat Taylor regarding the Jones case. (HDCV 2019-04 & HDC 2019-47)

2. APPROVAL OF MEETING MINUTES

2.1 **March 27, 2019 Workshop**
Member Harrison offered spelling corrections under public input: 'Lehosit' and 'Gass' are spelled incorrectly.

2.2 **May 6, 2019 Special Meeting**

2.3 **September 19, 2019 Regular Meeting**

2.4 **December 19, 2019 Regular Meeting**

ACTON TAKEN: A motion was made by Member Morrison, seconded by Member Pozzetta, to approve all minutes as amended.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

3.1 **HDC 2019-37: RICE ARCHITECT, AGENT FOR FIRST PRESBYTERIAN CHURCH OF FERNANDINA BEACH, 515 CENTRE STREET**
Certificate of Approval (COA) to renovate the south and east elevations and add a rooftop terrace with canopy. *(Quasi-Judicial)*

Mr. Cumella presented the Staff Report and recommended denial.

Mark Akins of Rice Architect, 96187 Gateway Blvd, agent to the applicant, provided information and details specific to the request.

ACTION TAKEN: A motion was made by Member Harrison, seconded by Member Conway, to continue HDC case number 2019-37 to the March 19, 2020 regular meeting.

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

3.2 **HDC 2019-42: John Stokes, agent for George & Cynthia Cairns, Lot 1 & 2 Block 16 White Street**
Certificate of Approval (COA) to construct one-story single-family residence. *(Quasi-Judicial)*

Mr. Cumella presented the Staff Report and recommended approval.

John Stokes, 96096 Victorias Place, provided information and details specific to the request.

ACTION TAKEN: A motion was made by Member Pozzetta, seconded by Member Harrison, to approve HDC case number 2019-42 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-42, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant approval at this time.

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

4. NEW BUSINESS

4.1 **HDC 2019-45: MIRANDA ARCHITECTS, AGENT FOR THE HEIRLOOM LAWN, LLC, 20 S. 10TH STREET**
Certificate of Approval (COA) to construct a 1 1/2 story commercial structure. *(Quasi-Judicial)*

Mr. Cumella presented the Staff Report and recommended approval.

Jose Miranda, 309 ½ Center St, provided information and details specific to the request.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Pozzetta, to approve HDC case number 2019-45 with the condition that the chip and dale style detail illustrated on the fence detail would be an acceptable detail for the rail on the primary structure; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-45, with condition, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

4.2 **HDC 2019-46: R4 DEVELOPMENT CO., LLC, AGENT FOR PEPPER'S MEXICAN GRILL & CANTINA, 530 CENTRE STREET**
Certificate of Approval (COA) to restripe parking lot and construct accessory structure (storage room), dumpster enclosure, masonry privacy wall, and addition to east and west elevations. *(Quasi-Judicial)*

Mr. Cumella presented the Staff Report and recommended approval with the

Joel Reitzer of R4 Development, agent to the applicant, 1365 Manucy Rd, provided a sample of the proposed block color for Board consideration and answered questions from the Board.

Blake Harden, 3HL LLC, representing the owners of 508 Centre Street, raised concerns with the wall color and the proposed dumpster location.

Teresa Prince, 406 Ash Street, representing Marla McDaniel, raised concern with the proposed dumpster location and wall color.

The applicant was advised to return to TRC for review of the storage room and dumpster.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Pozzetta, to continue HDC case number 2019-46 to the February 20, 2020 regular meeting of the HDC.

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

4.3 **HDCV 2019-04: SCOTT & JULIE JONES, 908 WHITE STREET**
Variance from Land Development Code Section 8.01.01.02(I) Specific Requirements within the OT1 and OT2 Zoning Districts. *(Quasi-Judicial)*

Mr. Cumella presented the Staff Report and recommended denial.

Scott Jones, 2057 Highland Dr, provided information and details specific to the request, including height calculations.

The following individuals spoke to the item: *Tim Green, 1119 Someruelus Street; Alex Seefried, 902 Ladies Street; Beverly Treyeye; Jennifer Harrison, 820 Someruelus Street.*

ACTION TAKEN: A motion was made by Member Conway, seconded by Member Harrison, to deny HDC case number HDCV 2019-04 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case HDCV 2019-04, as presented, is not substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

4.4 **HDC 2019-47: SCOTT & JULIE JONES, 908 WHITE STREET**
After-the-Fact Certificate of Approval (COA) for increased height of primary and accessory structure. *(Quasi-Judicial)*

The Board recognized that upon denial of Case # HDCV 2019-04.

Scott Jones, 2057 Highland Dr, provided information and details specific to the request.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Harrison, to approve case number HDC 2019-47 (previously HDC 2018-33) with the conditions that; 1) Approval of primary structure at 29' 7", as constructed; and 2) Accessory structure be brought

into compliance with maximum approved height of 24'; and 3) Work to commence on bringing the accessory structure into compliance within 60 days or case will be referred to Code Enforcement & Appeals Board. AND I move that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case HDC 2019-47 (previously HDC 2018-33), as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant approval at this time.

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

5. STAFF APPROVED CERTIFICATE OF APPROVALS

5.1 November 2019 Staff Approvals

5.2 December 2019 Staff Approvals

6. BOARD BUSINESS

6.1 **Application for Alternate #2 Vacancy:** Kates Robinson

The Board voted unanimously to forward the recommendation for appointment to the HDC of Kates Robinson to the City Commission.

7. STAFF REPORT

7.1 **End of Year Summary**

7.2 **Administrative Procedures**

7.3 **Contributing Structure List**

7.4 **2020 Properties of Concern**

7.5 **Fernandina Beach City Hall: History in Photos**

8. PUBLIC COMMENT

The following individuals spoke: *Jennifer Harrison, 820 Someruelus Street; Alex Seefried, 902 Ladies Street.*

9. ADJOURNMENT: 8:18 PM

Samantha Rogic, Recording Secretary

Michael Spino, Chair 3.11.20

HISTORIC DISTRICT COUNCIL STAFF REPORT
HDC 2019-37
JANUARY 16, 2020

Owner/Applicant:	Rice Architect, agent for First Presbyterian Church Fernandina Beach
Property Address:	515 Centre Street
Requested action:	Certificate of Approval (COA) to renovate the south and east elevations and add a rooftop terrace with canopy.
Current zoning:	C-3
FLUM land use category:	Central Business District
Existing uses on the site:	Commercial
FL Master Site File #	8NA01098
Year Built:	1957 (FMSF)
Contributing Status:	Non-Contributing

All required application materials have been received. All fees have been paid. All required notices have been made.





SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is proposing to renovate the south and east elevations and add a rooftop terrace with canopy. Proposed alterations to the structure include: painting structure including brick, installation of railings at front landscape bed, conversion of landscape beds to reflecting pond, installation of boat shaped window at center street elevation, replacement of storefront windows, creation of round windows at east elevation, expansion of existing doorway at east elevation, and addition of a rooftop canopy with mechanical shaft and cable railing.

This case was continued from the November 21, 2019 Regular HDC Meeting to allow the applicant time to address staff and board concerns raised.

APPLICABLE GUIDELINES:

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION
CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE
DOWNTOWN HISTORIC DISTRICT GUIDELINES
CITY OF FERNANDINA BEACH COMPREHENSIVE PLAN

ANALYSIS:

Constructed in 1957, this one-story mid-century modern commercial structure represents a shift in architectural styles in downtown Fernandina Beach and is indicative of architectural trends in the post WWII era.

The Florida Master Site File (8NA01098) indicates that this "…resource retains much of its historic integrity and stands within the historic district, it appears to be potentially eligible to the district." Although the building could not currently be included in the district because it falls outside the current period of significance, the opportunity exists to explore a second period of significance for downtown. This would take into account all of the mid-century resources that are indicative of this period of development. When assessing structures, integrity is a key factor in whether or not a structure contributes.

Staff is concerned that the level of alterations being proposed undermine the structures historic integrity. Many elements are being added to the structure which do not have any basis in the original design, which featured simple lines and emphasis on the horizontality. Utilizing the rooftop is allowable, but the proposed canopy does not relate to the architecture of the building and will be highly visible from multiple sides of the building. As designed, the rooftop canopy will be a visual detraction to the building and the district as a whole.

The applicant has applied for final approval of this project, but staff is recommending that the board take this opportunity to discuss this project, and our mid-century resources in general, allowing the applicant time to address the concerns and resubmit for final approval at a future date.

The Fernandina Beach 2030 Comprehensive Plan states in *Policy 11.08.01* that "the City shall encourage protection, preservation, and revitalization of historic non-designated structures and neighborhoods.

January Update:
The applicant has made several changes to the proposed design including:

1. Elimination of the reflecting pond and railings at front entrance;
2. Reduction to the number of circular windows on the east elevation from three to one larger one;
3. Change in roof form of rooftop canopy from hipped to flat roof; and
4. Change in rooftop railing design.

Staff finds that the proposed changes are an improvement to the design and better reflect the original design intent of the building. Being a mid-century commercial structure, this building features a number of character-defining features/ materials, such as the aluminum and glass storefront, cantilevered awnings, decorative red brick walls. As had been noted at the November HDC meeting, this structure is unique in that it "retains much of its historic integrity." The building represents an important shift in the story of Downtown Fernandina Beach's development, as well as the broader cultural influences that shaped its design. Care should be taken to ensure that the property does not lose its historic integrity that makes it a good example of this period of architecture.

While the reduction of some of the circular windows lessens the impact to the historic brick, the round shape is not something that would commonly be seen on a building of this style and period. In addition, the novelty window proposed at the south (front) elevation is not in keeping with the original design of the building. The proposal calls for the replacement of the aluminum/ glass storefront with black anodized aluminum. As the natural color aluminum is a character defining material of this period, it is recommended that if the storefront needs replacement, it utilize the same materials as the original.

The proposal calls for the whitewashing of all the brick surfaces on the building. Painting or coating historically unpainted brick is also not recommended.[i]

When considering these proposed changes staff finds that a number of them are in conflict with the following Secretary of the Interior's Standards:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if

removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

STAFF RECOMMENDATION:

Staff finds that the requested action, as presented, is not consistent with the Comprehensive Plan, Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines.

Staff recommends:
Denial of HDC 2019-37

MOTION TO CONSIDER:

I move to **approve or deny** HDC case number 2019-37 **with or without** conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

That HDC case 2019-37, as presented, **is or is not** substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

LIST OF EXHIBITS:

EXHIBIT 1 **HDC 2019-37 Application and Backup Materials** (as presented November 21, 2019)

EXHIBIT 2 **Updated Plans & Elevations**

EXHIBIT 3 **Florida Master Site File 8NA01098**

EXHIBIT 4 ***Midcentury Commercial Design Evaluation and Preservation: An Opportunity for Commissions*. Carol J. Dyson, AIA. The Alliance Review. Spring 2017.**

Respectfully Submitted,

Salvatore J. Cumella
Historic Preservation Planner

[i] *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings.* Page 80. https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf.

HDC 2019-37

EXHIBIT 1

Application & Backup Materials
(as presented November 21, 2019)

HDC 2019-0037

REC'D: 10/17/19 BY:

INVOICE #: 4914

PAYMENT: 250.00 TYPE: CK#3348

APPLICATION COMPLETE: Y____ N____

PRE-CONFRENCE: Y____ N____ DATE _____

BOARD MEETING DATE: _____

PLANNER: _____ DATE: _____

____ **APPROVED** ____ **DENIED**

APPLICATION FOR HISTORIC DISTRICT COUNCIL CERTIFICATE OF APPROVAL (COA)

APPROVAL TYPE:
- ☐ Staff Approval
- ☑ Board Approval: Conceptual _____ or Final ✓

PROJECT TYPE:

☐ New Construction ☑ Addition ☑ Alteration ☐ Relocation ☑ Demolition ☐ Variance

☐ Repair ☐ Paint ☐ Fence ☐ Sign ☐ Re-roof ☐ Other: _____

PROPERTY INFORMATION *Property information can be found at the Nassau County Property Appraiser's Website → Map Search*

Street Address: _____

Historic District: ☑ Downtown ☐ Old Town ☐ CRA Waterfront

Parcel Identification Number(s): 00-00-31-1800-0030-0140

Zoning District: C-3 Lot / Block Number (optional) BLOCK 30

Owner of Record	As recorded with the Nassau County Property Appraiser
Owner(s) Name	FIRST PRESBYTERIAN CHURCH FERNANDINA BEACH
Company (if applicable)	
Street Address	515 CENTRE ST
City State Zip	FERNANDINA BEACH, FL 32034
Telephone Number	904-261-3837
Email Address	

Applicant or Agent	If other than owner. If an agent will be representing the owner, an *Owner's Authorization For Agent Representation* form must be included
Applicant Name	MARK H. AKINS
Company (if applicable)	RICE ARCHITECT
Street Address	961687 GATEWAY BLVD SUITE 201H
City State Zip	AMELIA ISLAND, FLORIDA 32034
Telephone Number	904-491-0072
Email Address	MHAKINS@RICEARCHITECT.COM

PROJECT DESCRIPTION (REQUIRED)

Part 1. Describe The Existing Conditions and Materials. Describe the existing structure(s) on the subject property in terms of the construction materials and site conditions, as well as the surrounding context.

The Current building is mid-century style with a brick finish, glass facade and corner common to the MCM movement.
Neighboring buildings include various styles such as Spanish Revival, Neo-Classical and Mediterranean Influence

Part 2. Describe The Proposed Project and Materials. Describe the proposed project in terms of size, affected architectural elements, materials, and relationship to the existing structure(s). Attach further description sheets, if needed.

The youth center (The Anchor) will be renovated, a new elevator will be installed with (3) stops main floor, classroom floor, rooftop terrace.
The new rooftop terrace is envisioned with an open canopy with steel columns and a metal roof giving a covered area of roughly 800 square feet. The staircase will be added within the existing footprint with a glass enclosure and steel railing in the interest of continuing the MCM style.

List proposed materials and colors, as applicable (use additional sheet if necessary):

Project Scope	Manufacturer	Product Description	FL Product Approval #	Color (Name/Number)
Exterior Fabric				
Doors	ANDERSON	ARCHITECTURAL SERIES		Black Anodized
Windows	ANDERSON	ARCHITECTURAL SERIES		Black Anodized
Roofing	1ST COAST METAL ROOF	STANDING SEAM		
Fascia/Trim				
Foundation				
Shutters				
Porch/Deck				
Fencing				
Driveways/Sidewalks				
Signage				
Other				

PLEASE SUBMIT ALL PRODUCT BROCHURES, PAINT COLOR SAMPLES, AND MATERIAL SAMPLES WITH YOUR APPLICATION.

HISTORIC DISTRICT COUNCIL APPLICATION CHECKLIST

These requirements are not inclusive of the requirements for the proposed work. The Department of Planning & Conservation may require additional drawings, specifications or information in order to complete the application review.

CONCEPTUAL APPROVALS

Conceptual approvals are provided by the HDC as a courtesy to the applicant in an effort to allow comment from the historic district council and citizens during the conceptual design process. The HDC will provide the applicant with feedback and guidance relating to the proposal and take a vote to indicate whether the board feels the proposal is adequately appropriate to proceed. In all cases, the applicant must return to the HDC to seek final approval of their projects. There is no additional fee for this review above the Certificate of Approval fee.

STAFF REVIEW OR BOARD REVIEW FINAL APPROVAL

THE FOLLOWING MUST BE PROVIDED IN ORDER TO BE A COMPLETE APPLICATION FOR STAFF APPROVAL OR FINAL APPROVAL BY THE BOARD:

Applicant (Initials)	Please submit 1 copy of each of the following:	Staff (Initials)
	Proof of ownership (copy of deed or tax statement)	
	11x17 signed, sealed, scaled survey of property. Completed within the last 2 years.	
	11x17 scaled site plan of the proposed work, including lot dimensions, setbacks, finished floor elevations, and any changes as a result of proposed building footprints	
	Site plan **must** show all trees greater than 5" diameter at breast height (DBH) and indicate any trees that are to be removed as part of the scope of work.	
	Photographs of the existing site and existing buildings if any, including views from the street. EMAILED	
	11x17 drawings to scale showing ALL existing and proposed exterior elevations of primary and/or accessory buildings. Existing vs. proposed features should be clearly delineated with labels, shading, and/or hatching.	
	Elevations **must** include specific material and detail information with call outs that define all visible exterior elements, such as (but not limited to): wall finishes, foundation wall finish, corner-boards, water-tables, barge-boards, cornice trim, door trim, window trim, column elements, railings, roof fascia, balcony trim elements, supporting/decorative brackets, gable end decorative elements, shutters, roof finishes, chimney finish, privacy fences, picket fences, gates, utility yard screens, gazebos, outdoor shower screens, etc. Provide specific detail views of features that cannot be called out with notes on the elevations. Examples include porch details, pier elements, lattice infill components, soffit and cornice trim detailing, etc.	
	Elevations and/or site plan **must** show all proposed mechanical and plumbing equipment (HVAC, hood vents, backflow preventers, etc.)	
	Product/material details and specifications, including brochures or printouts, for any proposed material as applicable and not limited to: doors, windows, roofing, exterior fabric, fascia/trim, shutters, fencing, sidewalk/driveway, landscaping, foundation, porch/deck, sheds, and proposed colors for ALL surfaces to be painted/stained/treated.	
	New construction applications **must** show context of project within existing streetscape.	
	For any fencing proposed to be located on a common property line, written consent of the adjacent property owners shall be provided as required by LDC 5.01.10(B).	

CERTIFICATION (REQUIRED)

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and have read and understand the following:

1. I/We hereby attest to the fact that the above supplied property address(es), parcel number(s) and legal description(s) is (are) the true and proper identification of the area of this petition.

2. I/We authorize staff from the Community Development Department to enter onto the property in question during regular city business hours in order to take photos which will be placed in the permanent file.

3. I/We understand that the COA review time period will not commence until the application is deemed complete by staff and may take up to 10 days to process. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

4. I/We understand that, for Board review cases, an agenda and staff report will be available on the City's website approximately one week before the Historic District Council meeting.

5. I/We understand that the Historic District Council meetings are conducted in a quasi-judicial hearing and as such, ex-parte communications are prohibited (Communication about your project with a Historic District Council member).

6. I/We understand that the approval of this application by the Historic District Council or staff in no way constitutes approval of a Building Permit for construction from the City of Fernandina Beach Building Department.

7. I/We understand that all changes to the approved scope of work stated in a COA have to be approved by the HDC before work commences on those changes. There will be no charge for a revision to a COA. Making changes that have not been approved can result in a Stop Work Order being placed on the entire project and/or additional fees/penalties.

8. I/We understand that any decision of the HDC may be appealed to the City Commission, with the exception of variances, which may be appealed to a court of record as outlined in Section 10.02.04(D) of the Land Development Code. Petitions to appeal shall be presented within thirty (30) days after the decision of the HDC; otherwise the decision of the HDC will be final.

9. I/We understand that Certificates of Approval are only valid for ***one year*** *from issuance. They are renewable for six months without cause, and for an additional six months, upon showing of good cause by the applicant. The applicant must submit all requests for extensions in writing and provide appropriate support documentation, if needed.*

10/16/2019 _____
Date

_____
Signature of Applicant

TARAN R JACKSON
Notary Public - State of Florida
Commission # GG 354841
My Comm. Expires Aug 17, 2023
Bonded through National Notary Assn.

STATE OF FLORIDA
COUNTY OF NASSAU } ss

Subscribed and sworn to in my presence this 17th day of October, 2019, by Mark Atkins.

_____ Taran Jackson 08/17/23
Notary Public Signature | Printed Name | My Commission Expires

Personally Known _____ OR Produced Identification _____ ID Produced: _____

USE THIS FORM TO: Authorize an agent to make application and represent the owner of record.

OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE FIRST PRESBYTERIAN CHURCH FERNANDINA BEACH – JOHN R. HAWLEY
(print name of property owner(s))

hereby authorize: MARK H AKINS (RICE ARCHITECT LLC.)
(print name of agent)

to represent me/us in processing an application for: HDC COA
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

(Signature of owner)

John R. Hawley
(Print name of owner)

(Signature of owner)

John R. Hawley
(Print name of owner)

MERENA C. JONES
MY COMMISSION # FF 944191
EXPIRES: January 29, 2020
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF NASSAU } ss

Subscribed and sworn to in my presence this 17th day of October, 2019, by John R. Hawley.

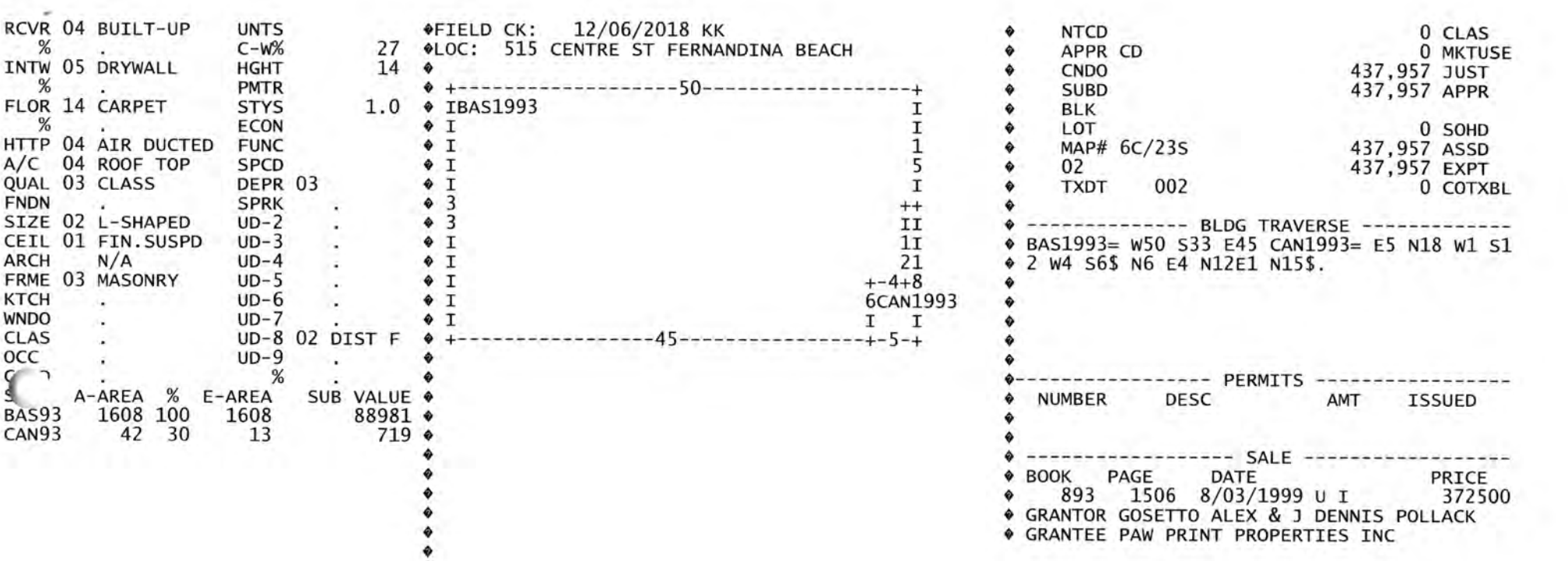
Merena C Jones
Notary Public: Signature

Merena C. Jones
Printed Name

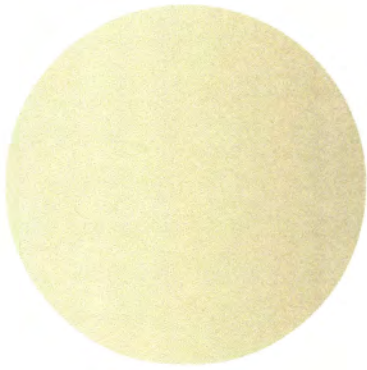
My Commission Expires

Personally Known _____ OR Produced Identification ✓ ID Produced: Drivers Lic.

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BLOCK 30 LOT 14                    FIRST PRESBYTERIAN CHURCH OF   00-00-31-1800-0030-0140          Nassau County  2019 R
IN OR 914/1992                     FERNANDINA BEACH INC                                                    CARD 001 of 002
CITY OF FDNA BEACH                 9 NORTH 6TH ST                          PRINTED  7/23/2019 11:25          BY  MIKEH
                                   FERNANDINA BEACH, FL 32034              APPR    12/06/2018 KK
-------------------------------------------------------------------------------------------------------------------------
BUSE 009200 ED RELIGOS       AE? N      3203 HTD AREA     95.059 INDEX     1002.00 FB CENTRE STREE   PUSE  007100 CHURCHES
MOD   4 COMMERCIAL  BATH              3247 EFF AREA     65.876 E-RATE     110.000 INDX   STR  22- 3N- 28
EXW  05 AVERAGE     FIXT         5   213,898 RCN                          1957 AYB    MKT AREA 01              262,957 BLDG
 50% 19 COMMON BRK  BDRM            81.00 %GOOD     173,257 B BLDG VAL    1980 EYB    APPR  7                        0 XFOB
RSTR 04 WOOD TRUSS  RMS          2  ------------------------------------------------  AC                     175,000 LAND
RCVR 04 BUILT-UP    UNTS            ◆FIELD CK:   12/06/2018 KK                    ◆   NTCD                         0 CLAS
   %    .          C-W%        21  ◆LOC:  515 CENTRE ST FERNANDINA BEACH        ◆   APPR CD                     0 MKTUSE
INTW 05 DRYWALL     HGHT        14  ◆                                             ◆   CNDO                   437,957 JUST
   %    .          PMTR            ◆ +--------------50-------------+            ◆   SUBD                   437,957 APPR
FLOR 07 CORK/VTILE  STYS       1.0  ◆ IBAS1993                      I            ◆   BLK
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HTTP 04 AIR DUCTED  FUNC            ◆ I                             I            ◆   MAP# 6C/23S               437,957 ASSD
A/C  04 ROOF TOP    SPCD            ◆ I                             I            ◆   02                        437,957 EXPT
C    03 CLASS       DEPR 03         ◆ I                             I            ◆   TXDT    002                   0 COTXBL
F    .              SPRK    .       ◆ I                             I            ◆
SIZE 02 L-SHAPED    UD-2    .       ◆ I                             5            ◆ -------------- BLDG TRAVERSE -------------
CEIL 01 FIN.SUSPD   UD-3    .       ◆ I                             2            ◆ BAS1993= W50 S67 E13 CAN1993= E37 N15 W3 S
ARCH    N/A         UD-4    .       ◆ I                             I            ◆ 12 W34 S3$ N3 E34 N12 E3 N52$.
FRME 03 MASONRY     UD-5    .       ◆ 6                             I            ◆
KTCH    .           UD-6    .       ◆ 7                             I            ◆
WNDO    .           UD-7    .       ◆ I                             I            ◆
CLAS    .           UD-8 02 DIST F  ◆ I                             I            ◆
OCC     .           UD-9    .       ◆ I                             I            ◆
COND    .             %     .       ◆ I                           +-+            ◆----------------- PERMITS -----------------
SUB    A-AREA  %  E-AREA   SUB VALUE ◆ I                           I I            ◆  NUMBER     DESC          AMT    ISSUED
BAS93    3203 100   3203      170909 ◆ I                           1 1            ◆ 20053028 REPAIR/RRF     43,000 11/15/2005
CAN93     147  30     44        2348 ◆ I                           2 5            ◆ 2003940  REMODEL       180,000  9/11/2000
                                    ◆ I       +---------34--------+ I           ◆ ------------------ SALE ------------------
                                    ◆ +---13--+CAN1993---37---------+            ◆ BOOK   PAGE     DATE                 PRICE
                                    ◆                                            ◆   914   1992  1/11/2000 U I          425000
                                    ◆                                            ◆ GRANTOR PAW PRINT PROPERTIES INC
                                    ◆                                            ◆ GRANTEE FIRST PRESBYTERIAN CHURCH OF FDNA
                                    ◆                                            ◆   897   1766  9/01/1999 U I            100
                                    ◆                                            ◆ GRANTOR GOSETTO ALEX & J DENNIS POLLACK
TOTAL   3350       3247      173257  ------------------------------------------------ GRANTEE PAW PRINT PROPERTIES INC
---EXTRA FEATURES---------------------------------- FIELD CK:  ------------------------------------------------------------
AE BN  CODE      DESC       LEN   WID HGHT QTY QL   YR  ADJ        UNITS UT      PRICE   ADJ UT PR   SPCD %    %GOOD  XFOB VALUE
-------------------------------------------------------------------------------------------------------------------------
    LAND   DESC      ZONE  ROAD {UD1 {UD3 FRONT DEPTH  FIELD CK:  12/06/2018   KK
AE  CODE             TOPO  UTIL {UD2 {UD4  BACK   DT     ADJUSTMENTS          UNITS UT      PRICE   ADJ UT PR    LAND VALUE
N 007100 CHURCH     C-3    0003              50   100 1.00 1.00 1.00 1.00   5000.000 SF      35.000       35.00      175,000
B001 - 515 CENTRE                                    B001 - THE ANCHOR  FIRST PRESBYTERIAN CHURCH
L001 - FAR 0.5549                                    L001 - OWNS ADJ PARCEL
PRMT - 9/200 INT.REMODEL / NO ADDITIONAL RESTROOMS
BLOCK 30 LOT 14                    FIRST PRESBYTERIAN CHURCH OF   00-00-31-1800-0030-0140          Nassau County  2019 R
IN OR 914/1992                     FERNANDINA BEACH INC                                                    CARD 002 of 002
CITY OF FDNA BEACH                 9 NORTH 6TH ST                          PRINTED  7/23/2019 11:25          BY  MIKEH
                                   FERNANDINA BEACH, FL 32034              APPR    12/06/2018 KK
-------------------------------------------------------------------------------------------------------------------------
BUSE 009200 ED RELIGOS       AE? N      1608 HTD AREA     98.581 INDEX     1002.00 FB CENTRE STREE   PUSE  007100 CHURCHES
MOD   4 COMMERCIAL  BATH              1621 EFF AREA     68.316 E-RATE     110.000 INDX   STR  22- 3N- 28
EXW  15 CONC BLOCK  FIXT         3   110,741 RCN                          1957 AYB    MKT AREA 01              262,957 BLDG
 50% 19 COMMON BRK  BDRM            81.00 %GOOD      89,700 B BLDG VAL    1980 EYB    APPR  7                        0 XFOB
RSTR 04 WOOD TRUSS  RMS          9  ------------------------------------------------  AC                     175,000 LAND
```


RCVR 04 BUILT-UP
% .
INTW 05 DRYWALL
% .
FLOR 14 CARPET
% .
HTTP 04 AIR DUCTED
A/C 04 ROOF TOP
QUAL 03 CLASS
FNDN .
SIZE 02 L-SHAPED
CEIL 01 FIN.SUSPD
ARCH N/A
FRME 03 MASONRY
KTCH .
WNDO .
CLAS .
OCC .
UNTS
C-W%
HGHT
PMTR
STYS
ECON
FUNC
SPCD
DEPR
SPRK
UD-2
UD-3
UD-4
UD-5
UD-6
UD-7
UD-8
UD-9
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02 DIST F
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A-AREA % E-AREA SUB VALUE
BAS93 1608 100 1608 88981
CAN93 42 30 13 719
FIELD CK: 12/06/2018 KK
LOC: 515 CENTRE ST FERNANDINA BEACH
50
IBAS1993
45
+-4+8
6CAN1993
+-5-+
NTCD 0 CLAS
APPR CD 0 MKTUSE
CNDO 437,957 JUST
SUBD 437,957 APPR
BLK
LOT 0 SOHD
MAP# 6C/23S 437,957 ASSD
02 437,957 EXPT
TXDT 002 0 COTXBL
BLDG TRAVERSE
BAS1993= W50 S33 E45 CAN1993= E5 N18 W1 S1
2 W4 S6$ N6 E4 N12E1 N15$.
PERMITS
NUMBER DESC AMT ISSUED
SALE
BOOK PAGE DATE PRICE
893 1506 8/03/1999 U I 372500
GRANTOR GOSETTO ALEX & J DENNIS POLLACK
GRANTEE PAW PRINT PROPERTIES INC





Champagne Met. SR .37



Antique Copper Met. SR .26



Ash Gray SR .39



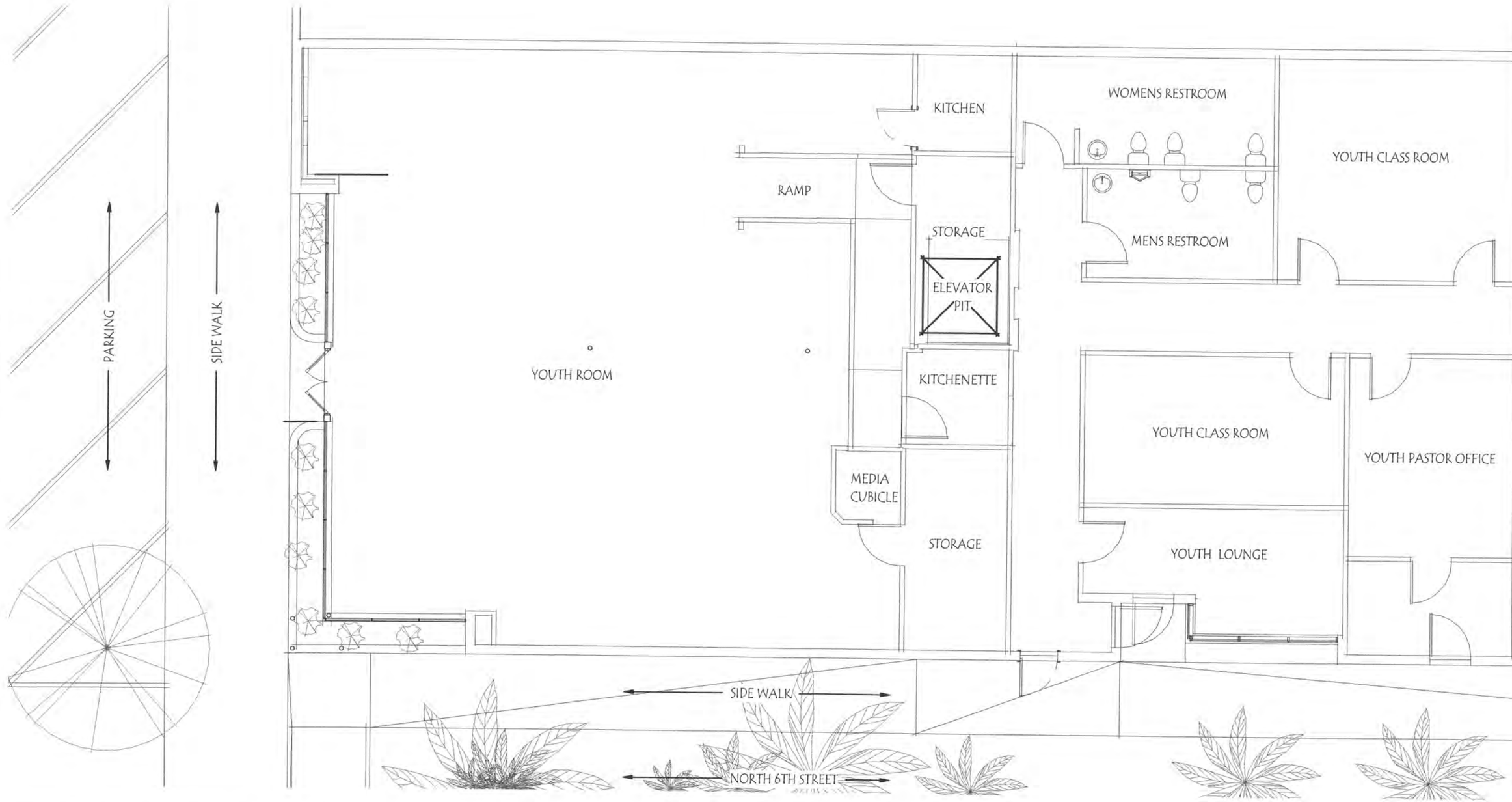
CITY OF FERNANDINA BEACH

HISTORIC DISTRICT COMMITTEE SUBMITTAL

FIRST PRESBYTERIAN CHURCH

ANCHOR YOUTH CENTER

515 CENTRE ST FERNANDINA BEACH, FL 32034



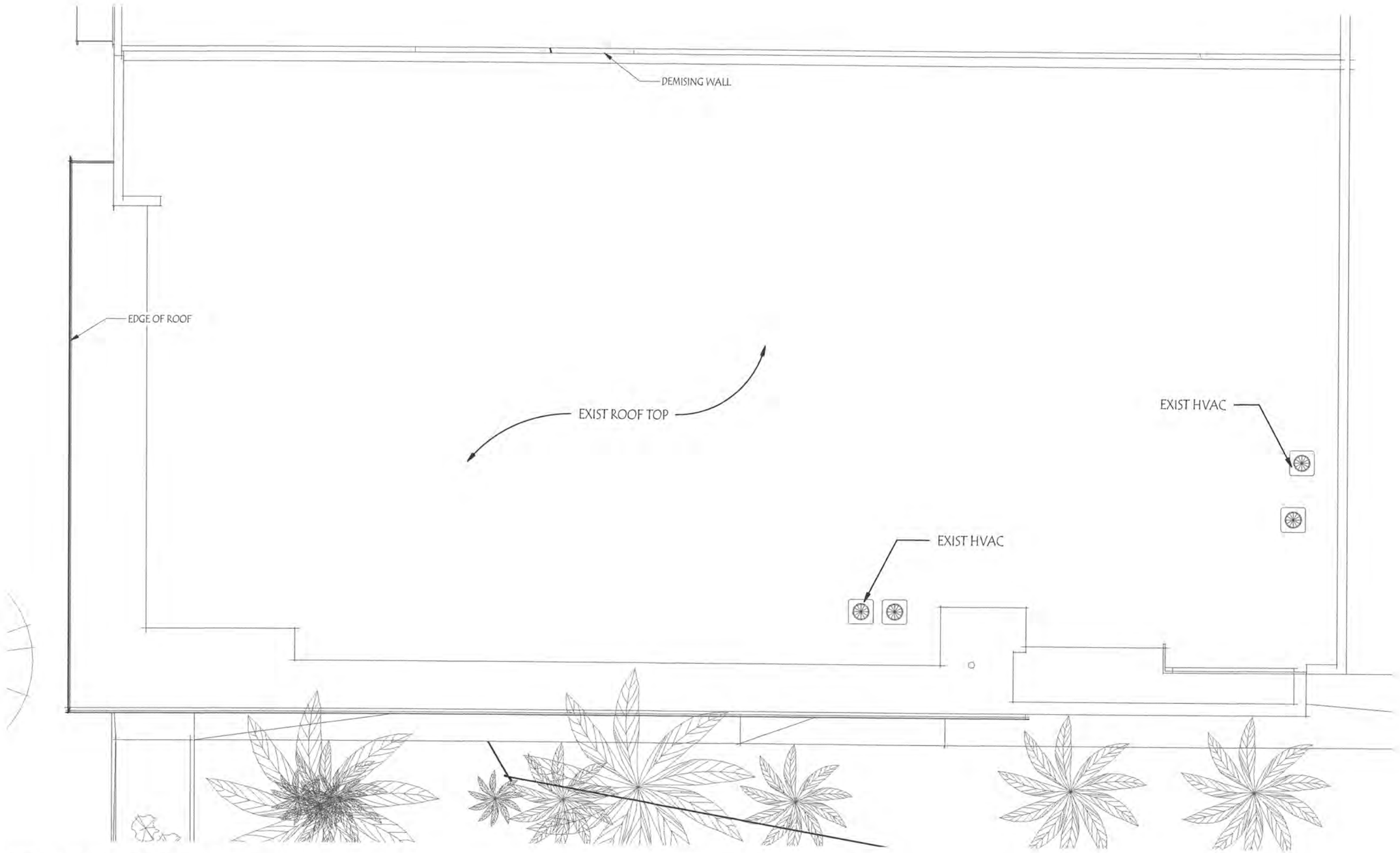
EXISTING - FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

ARCHITECT
515 CENTRE ST FERNANDINA BEACH, FL 32034



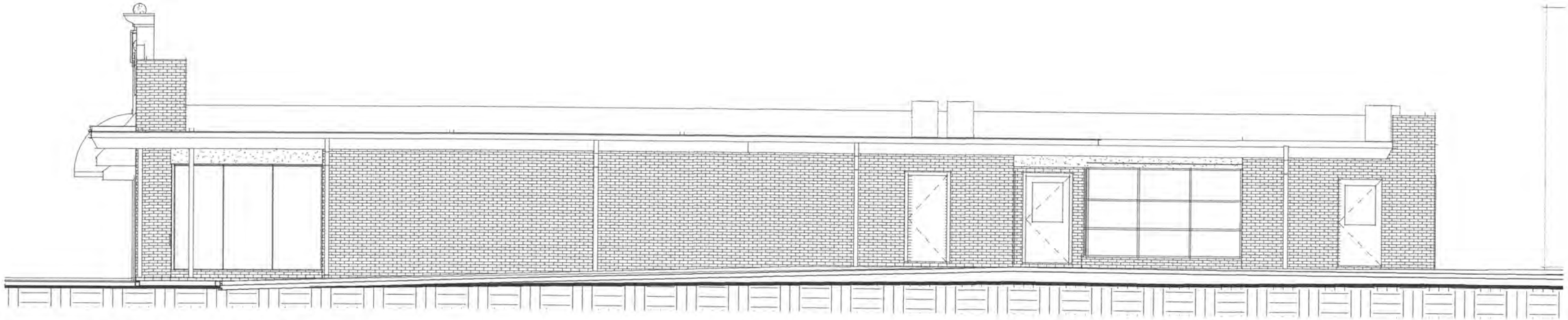
EXISTING - ROOF PLAN M

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

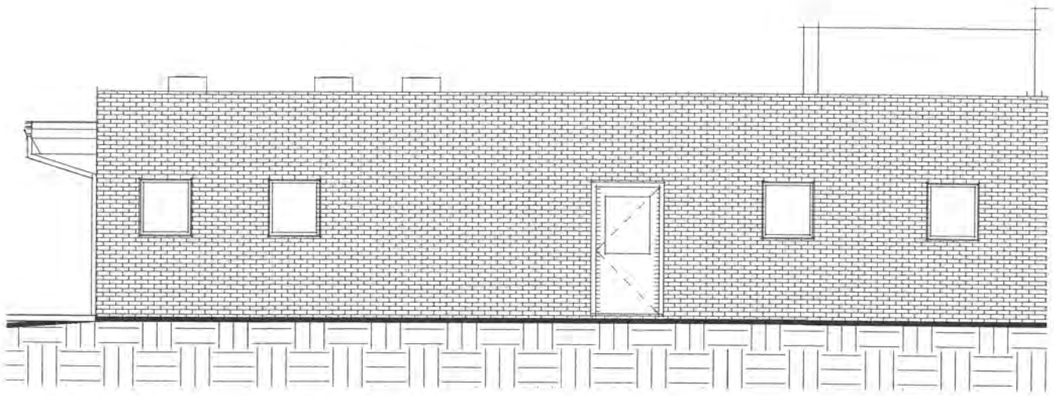
ISSUE DATE: 11/20/2019

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515 CENTRE ST FERNANDINA BEACH, FL 32034



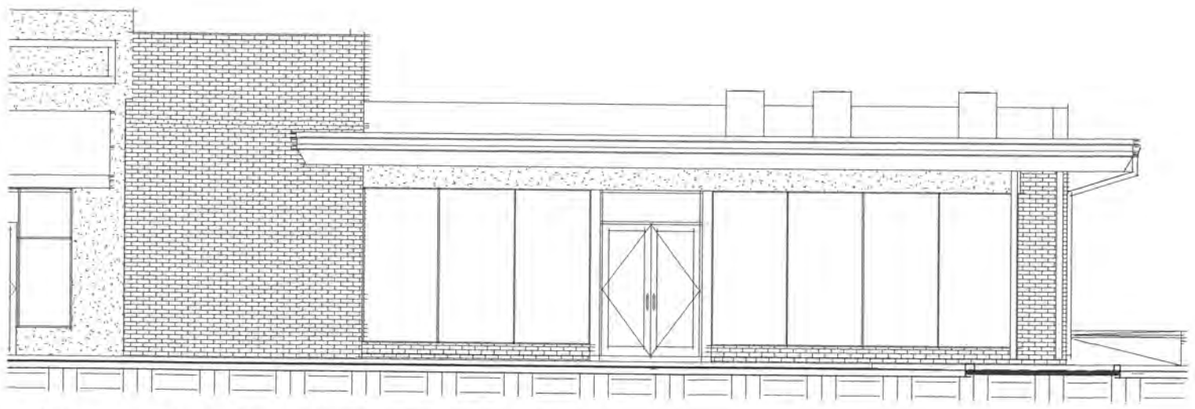
EXIST - NORTH 6TH STREET ELEVATION

SCALE: 1/8" = 1'-0"



EXIST - NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EXIST - CENTRE STREET ELEVATION

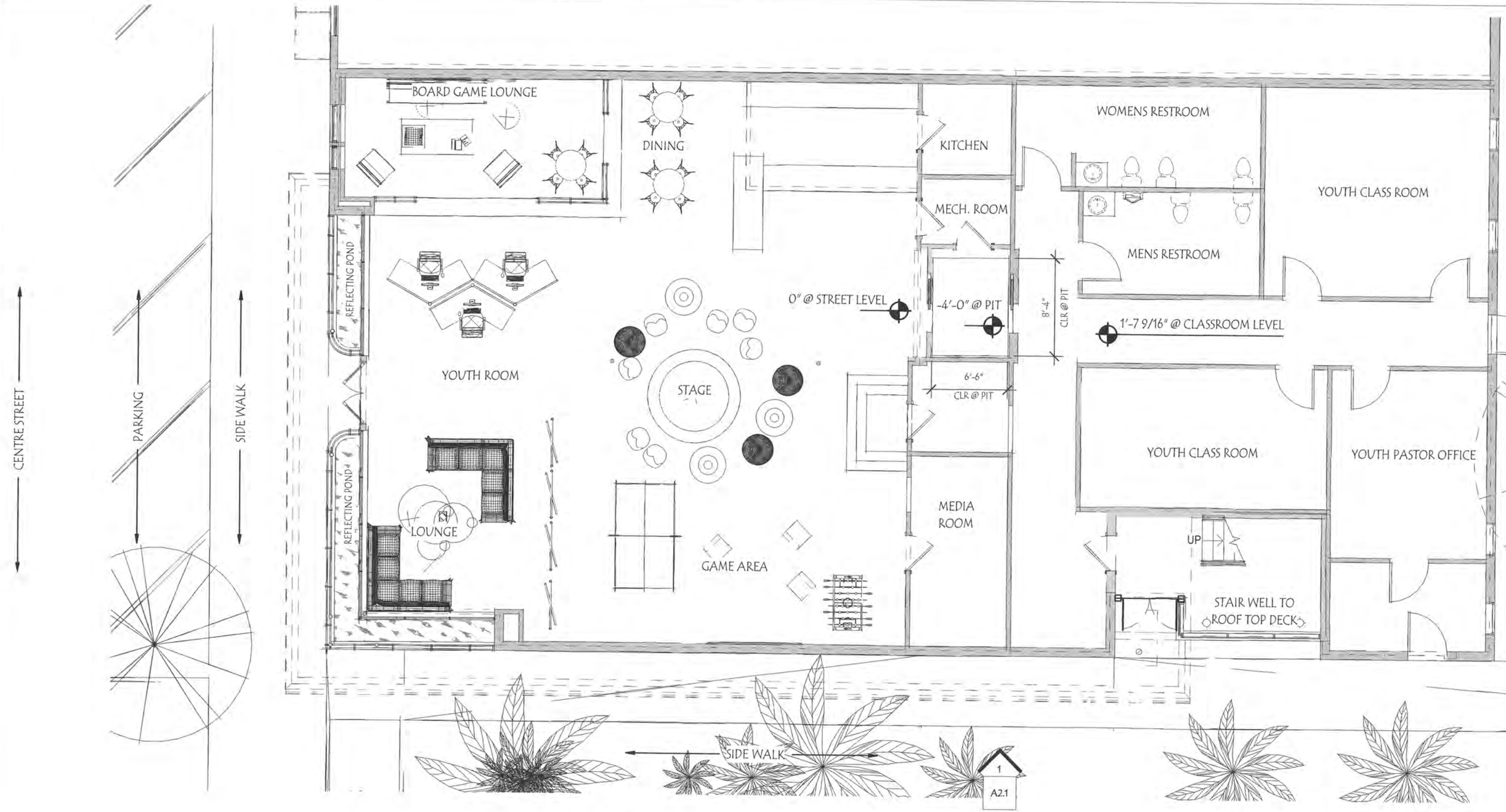
SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

A R C H I T E C T

515 CENTRE ST FERNANDINA BEACH, FL 32034



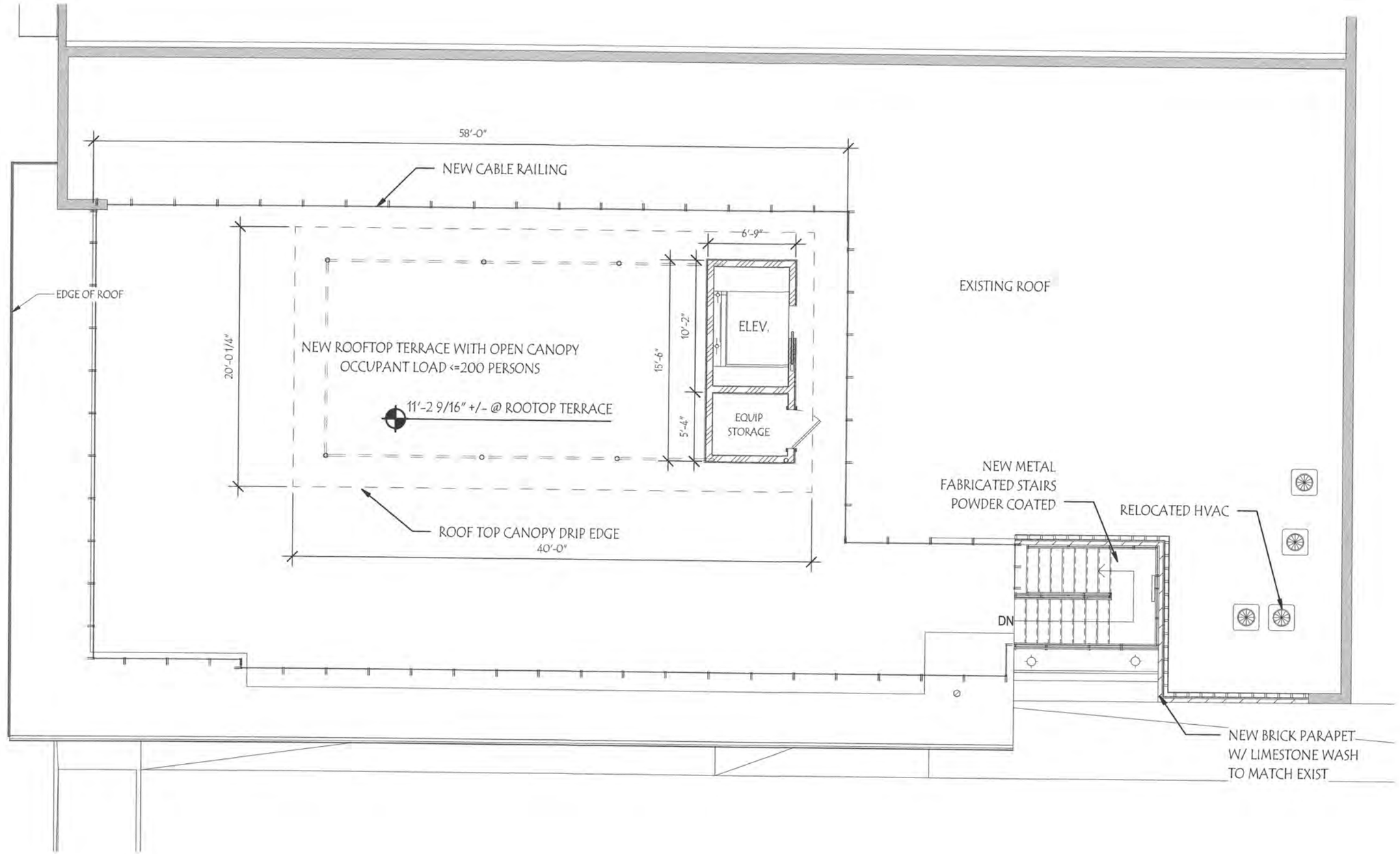
PROPOSED - FLOOR PLAN

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034



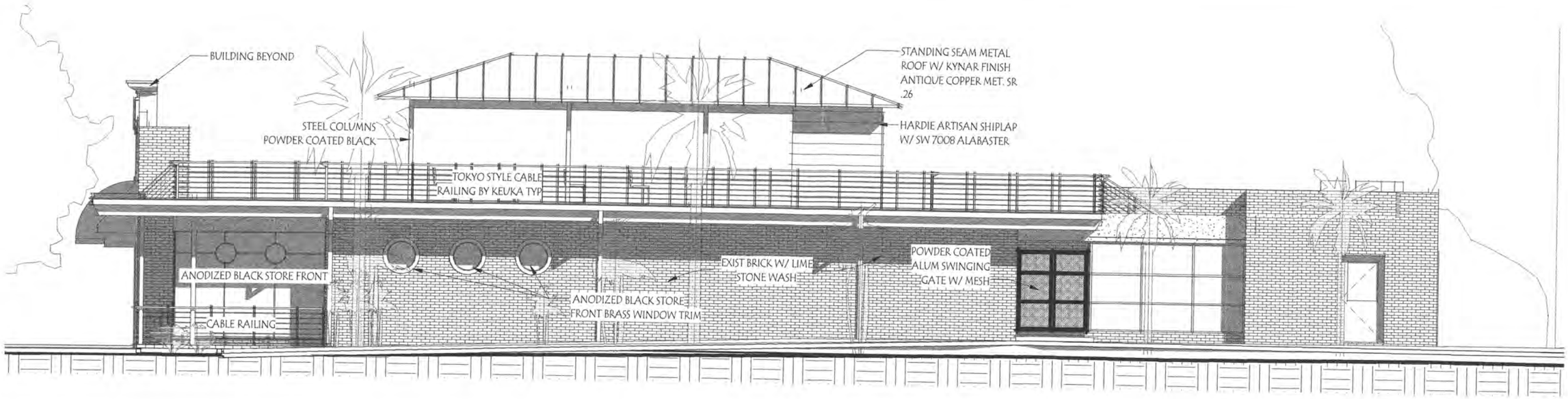
PROPOSED - ROOF PLAN

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

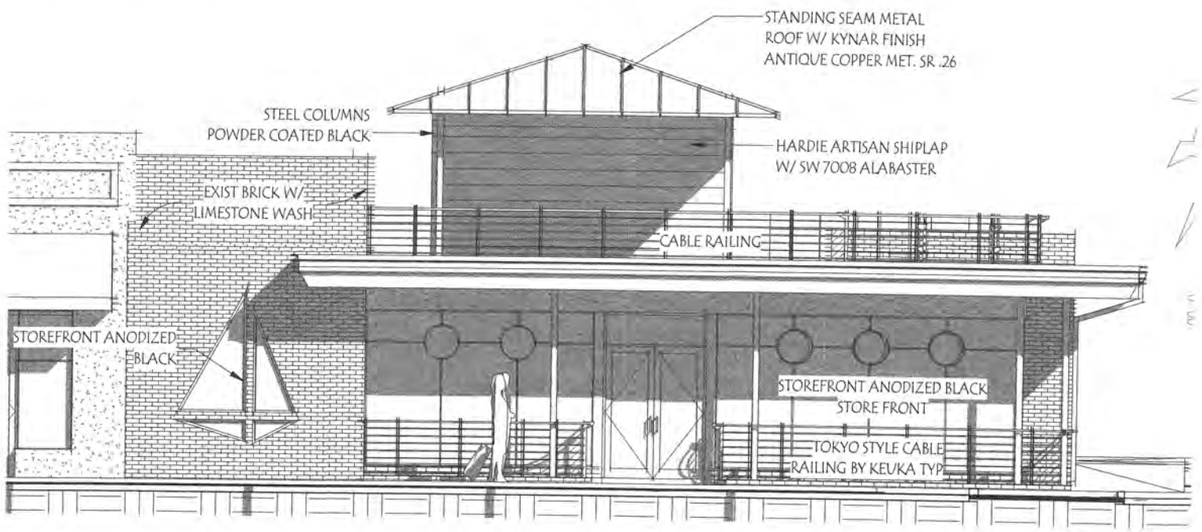
ISSUE DATE: 11/20/2019

ARCHITECT
515 CENTRE ST FERNANDINA BEACH, FL 32034



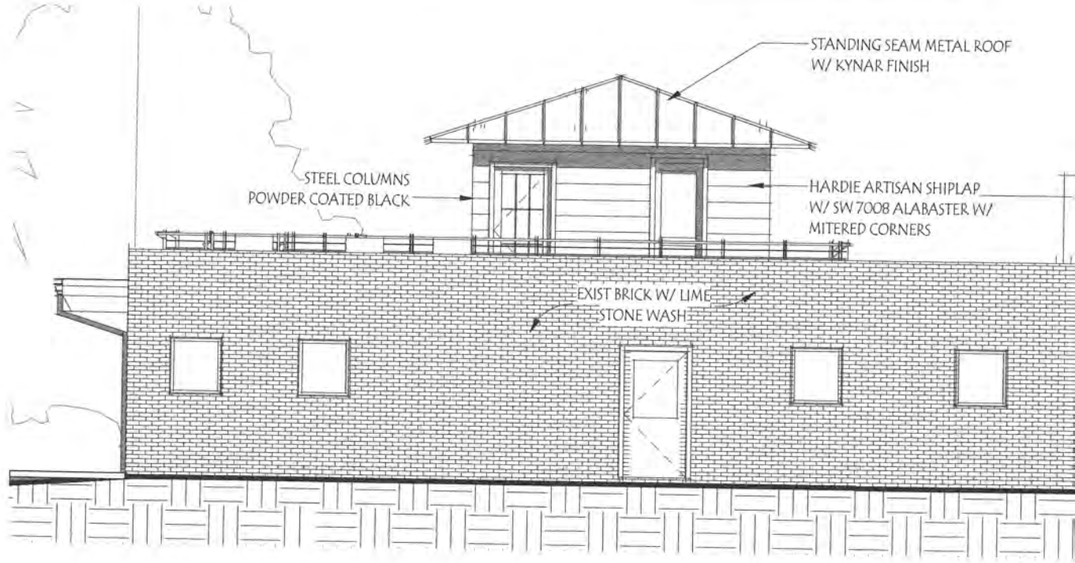
PROPOSED - NORTH 6TH STREET ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED - CENTRE STREET ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED - REAR ELEVATION

SCALE: 1/8" = 1'-0"

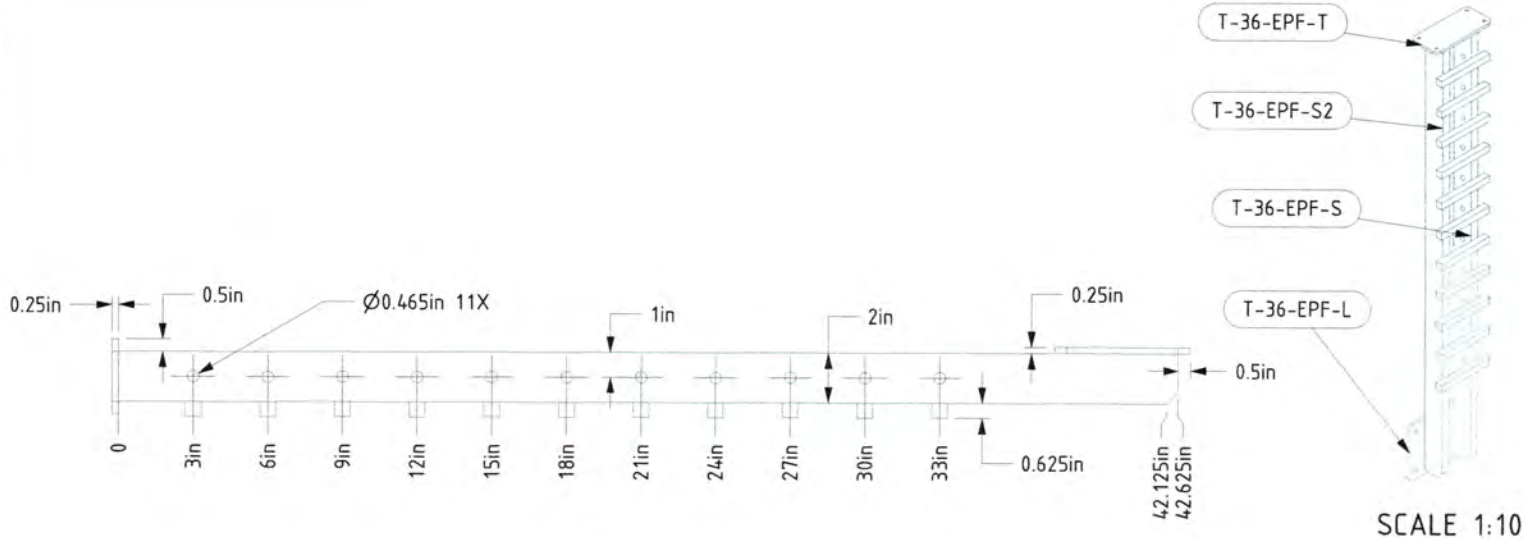
THE ANCHOR YOUTH CENTER

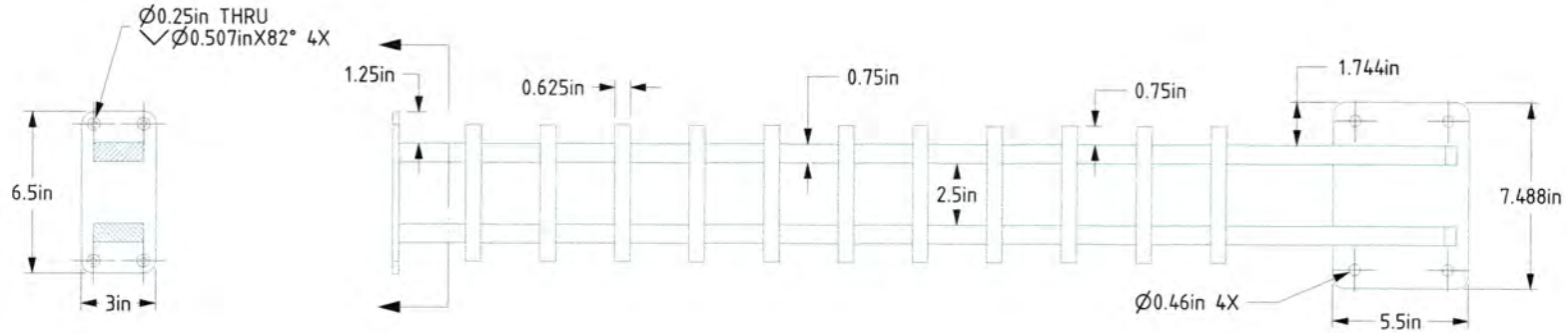
ISSUE DATE: 11/20/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

ITEM NO.	PART NUMBER	QTY
1	Bars	1
2	T-36-EPF-L	1
3	T-36-EPF-S	1
4	T-36-EPF-S2	1
5	T-36-EPF-T	1





NOTES:
STANDARD MATERIAL & FINISH:
- A-36 STEEL POWDER COATED

ADDITIONAL MATERIAL OPTIONS:
- A-36 STEEL GALVINIZED
- TYPE 304 STAINLESS STEEL
- TYPE 316 STAINLESS STEEL

MATERIAL: SEE NOTE
FINISH: SEE NOTE
COLOR:
LOCATION:
QUANTITY:

KEUKA STUDIOS
FINE ARCHITECTURAL METAL WORK
1011 Rush Henrietta Townline Road
Rush, NY 14543
P 1.585.427.8190
F 1.585.427.8195
www.keuka-studios.com

PROJECT: T-36-EPF-RH
PART: T-36-EPF
DRAWN BY: JT
DATE: 12/9/14
SCALE: 1:5
REVISION:
SIZE: B
SHEET: 1 OF: 1

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EXISTING BUILDING PHOTOS

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



PROPOSED VIEW A

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

B7.0

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PROPOSED VIEW B

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

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B8.0

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PROPOSED VIEW C

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

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B9.0

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PROPOSED VIEW D

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

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PROPOSED VIEW E

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

B10.1

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

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HDC 2019-37

EXHIBIT 2

Updated Plans & Elevations



THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

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B12.0



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ISSUE DATE: 12/19/2019

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B11.0

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PROPOSED VIEW D

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

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PROPOSED VIEW C

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

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B9.0

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PROPOSED VIEW B

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

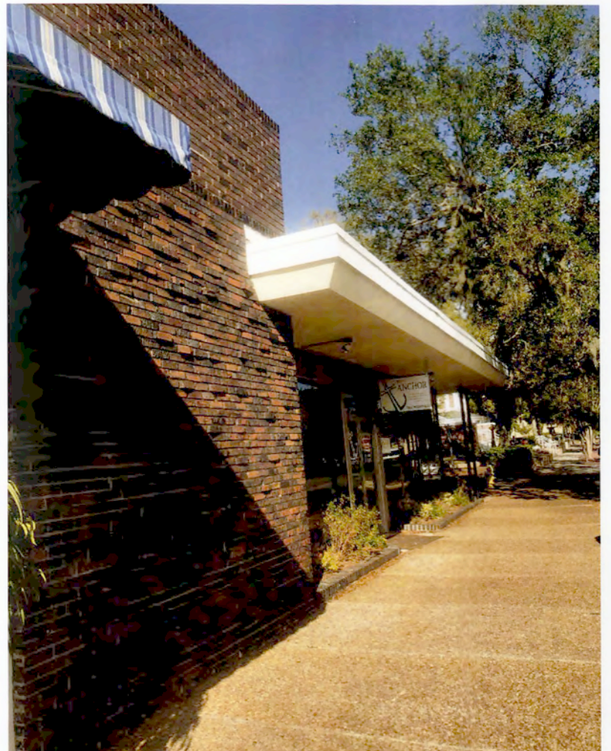
515 CENTRE ST FERNANDINA BEACH, FL 32034

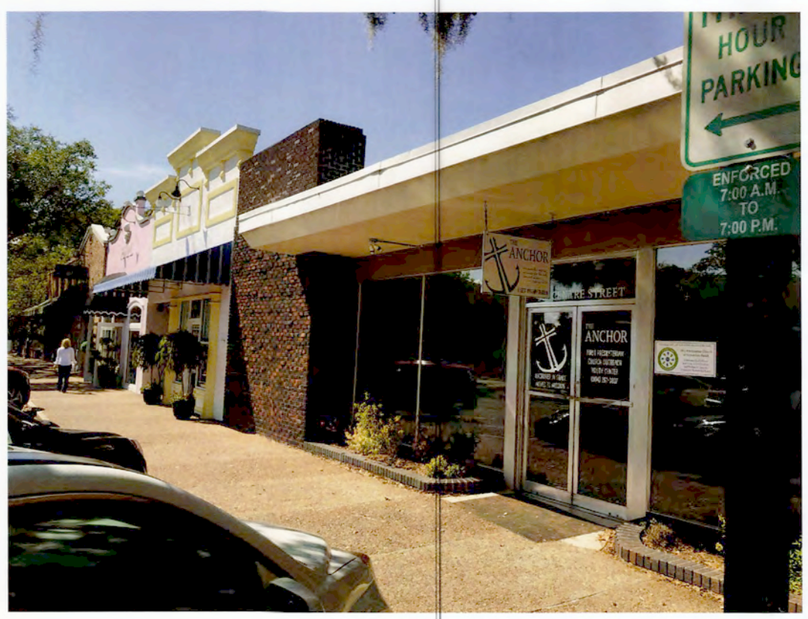
PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

ARCHITECT RICE

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EXISTING BUILDING PHOTOS

THE ANCHOR YOUTH CENTER

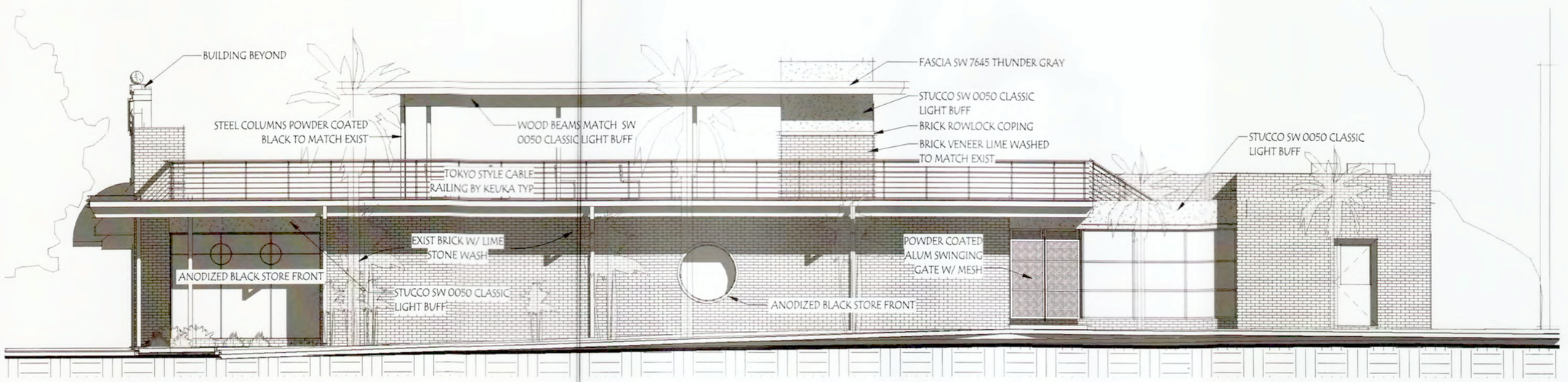
ISSUE DATE: 12/19/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

RICE ARCHITECT

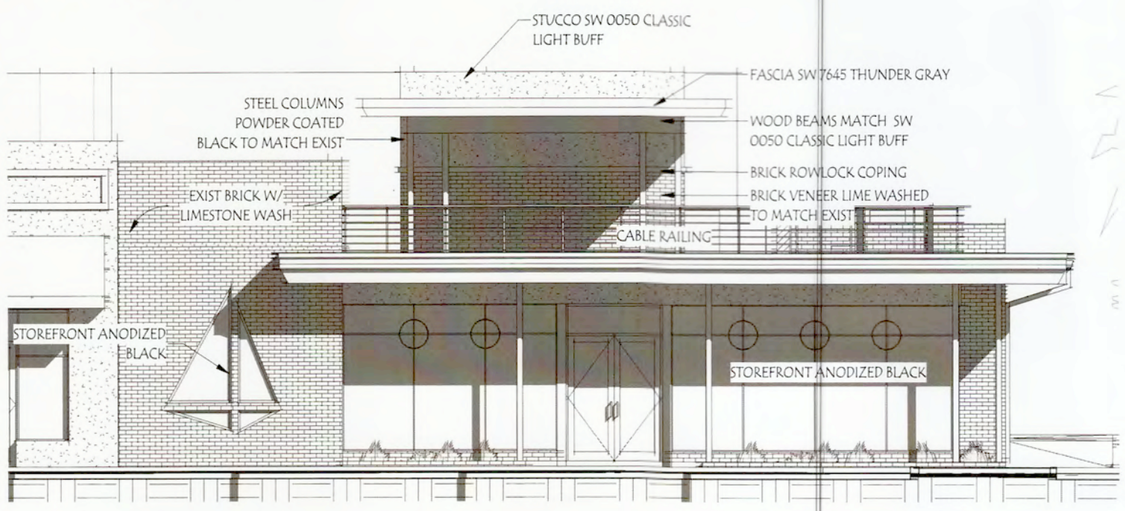
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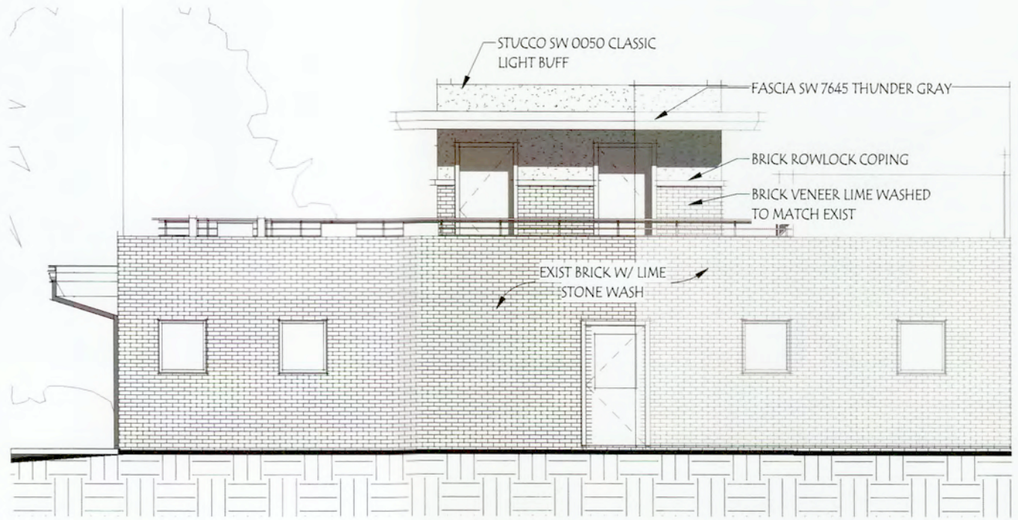
PROPOSED - NORTH 6TH STREET ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED - CENTRE STREET ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED - REAR ELEVATION

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

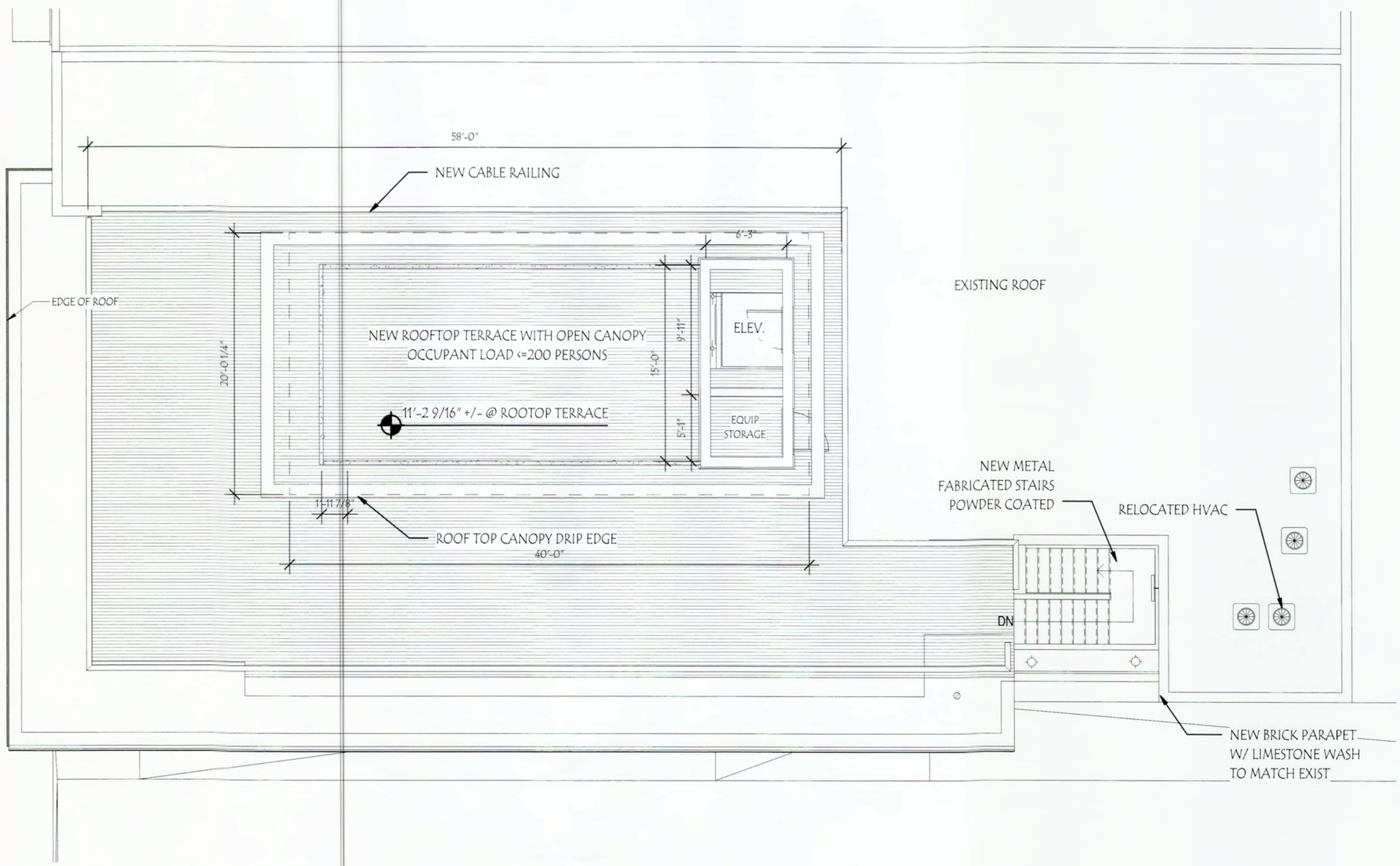
515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

B6.0

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

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PROPOSED - ROOF PLAN

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

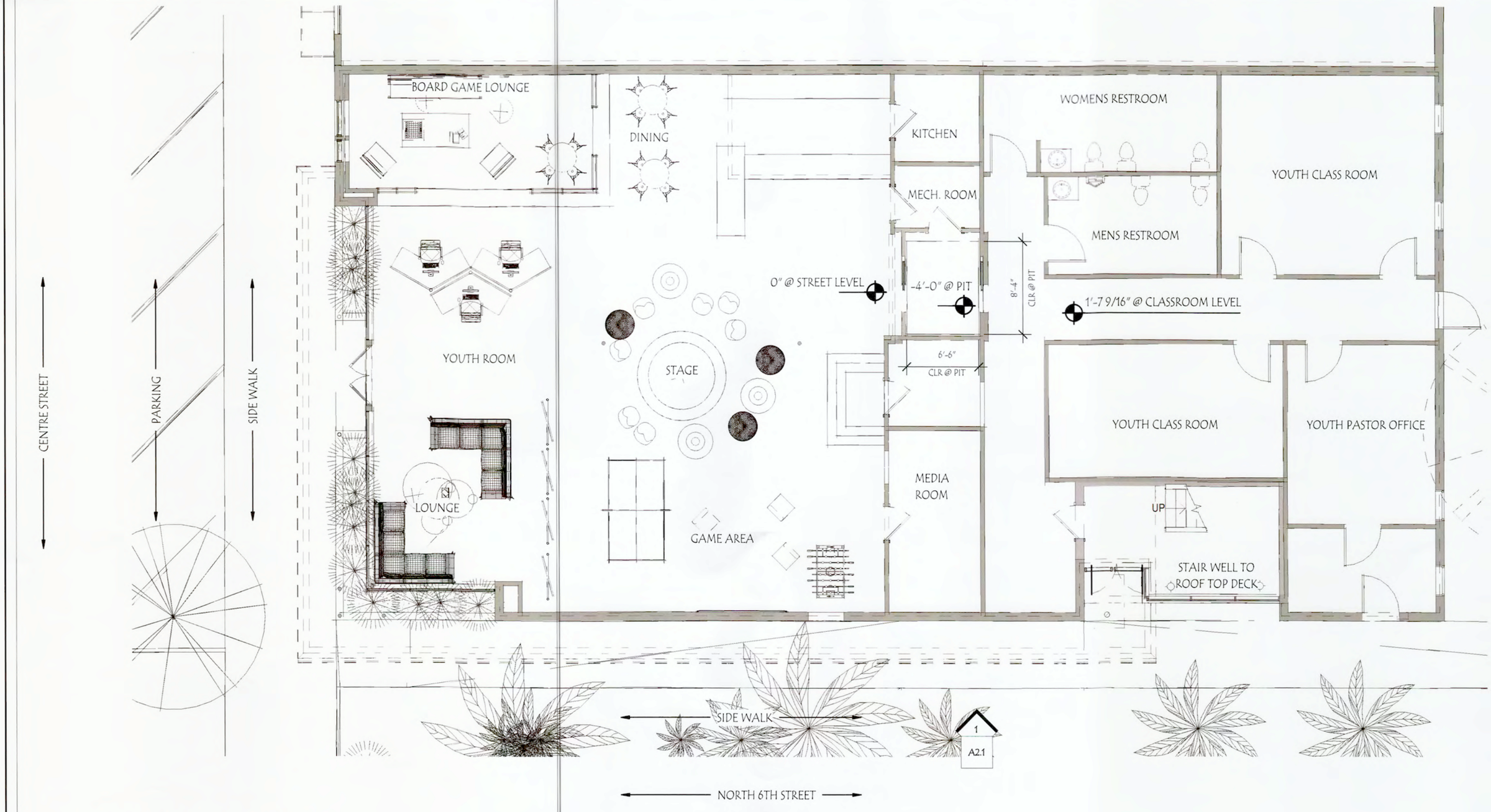
ISSUE DATE: 12/19/2019

RICE ARCHITECT

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PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

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PROPOSED - FLOOR PLAN

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

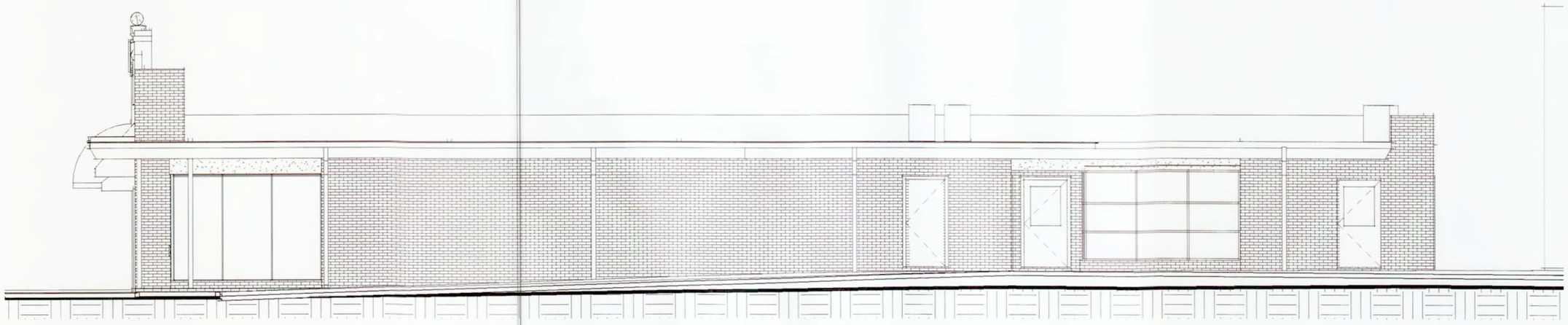
515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

B4.0

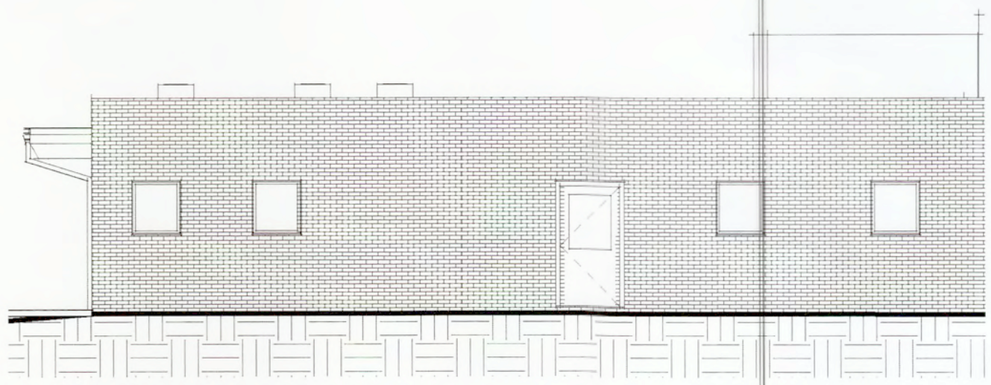
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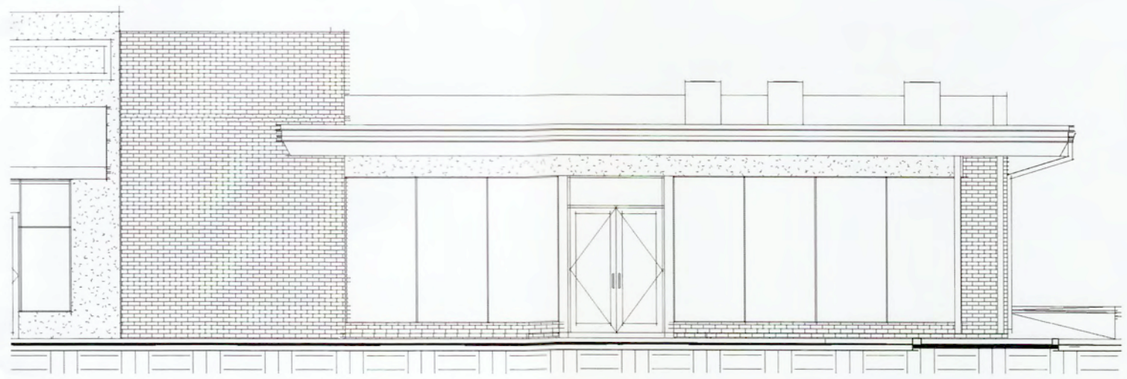
EXIST - NORTH 6TH STREET ELEVATION

SCALE: 1/8" = 1'-0"



EXIST - NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EXIST - CENTRE STREET ELEVATION

SCALE: 1/8" = 1'-0"

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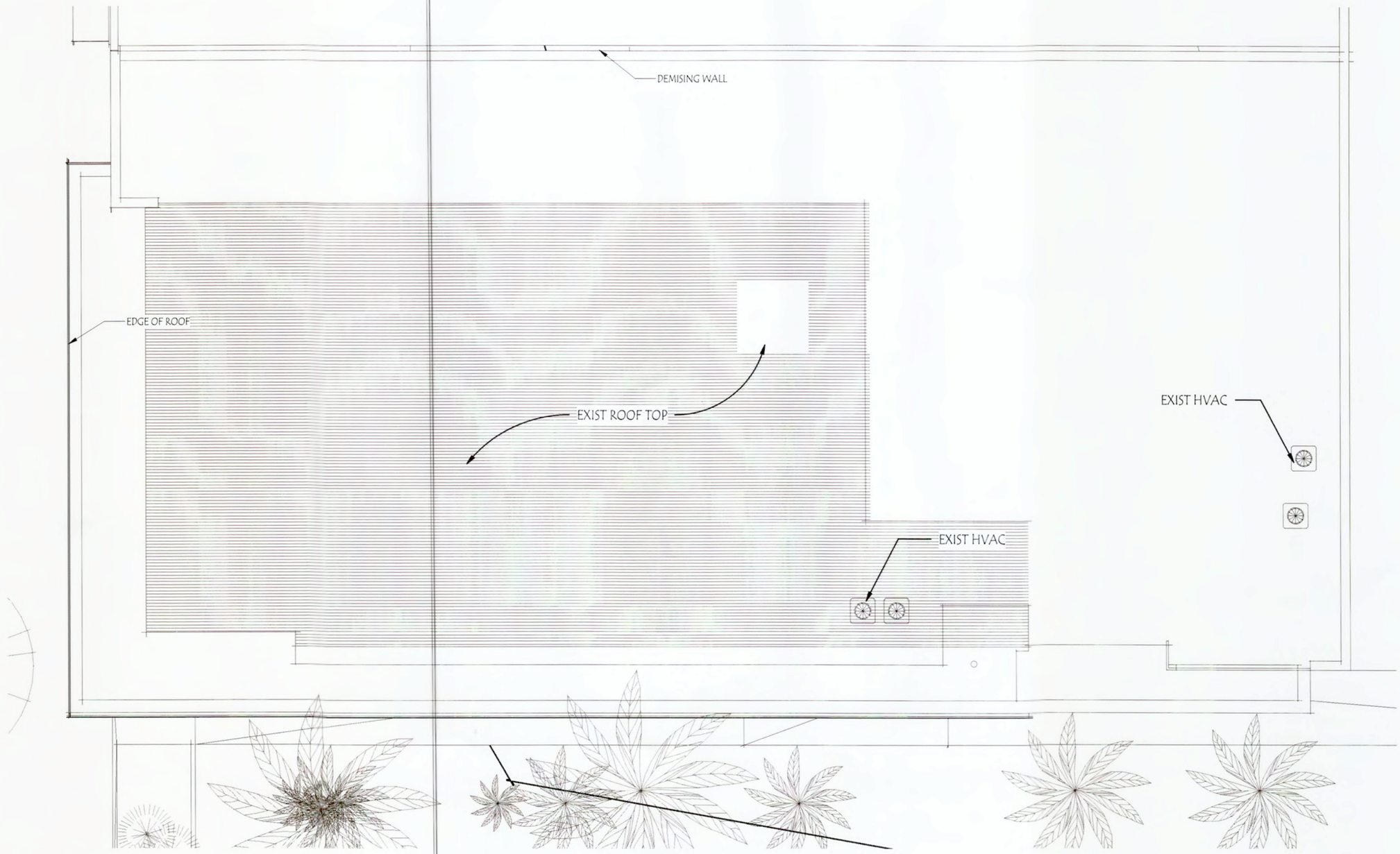
ISSUE DATE: 12/19/2019

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PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com



EXISTING - ROOF PLAN M

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

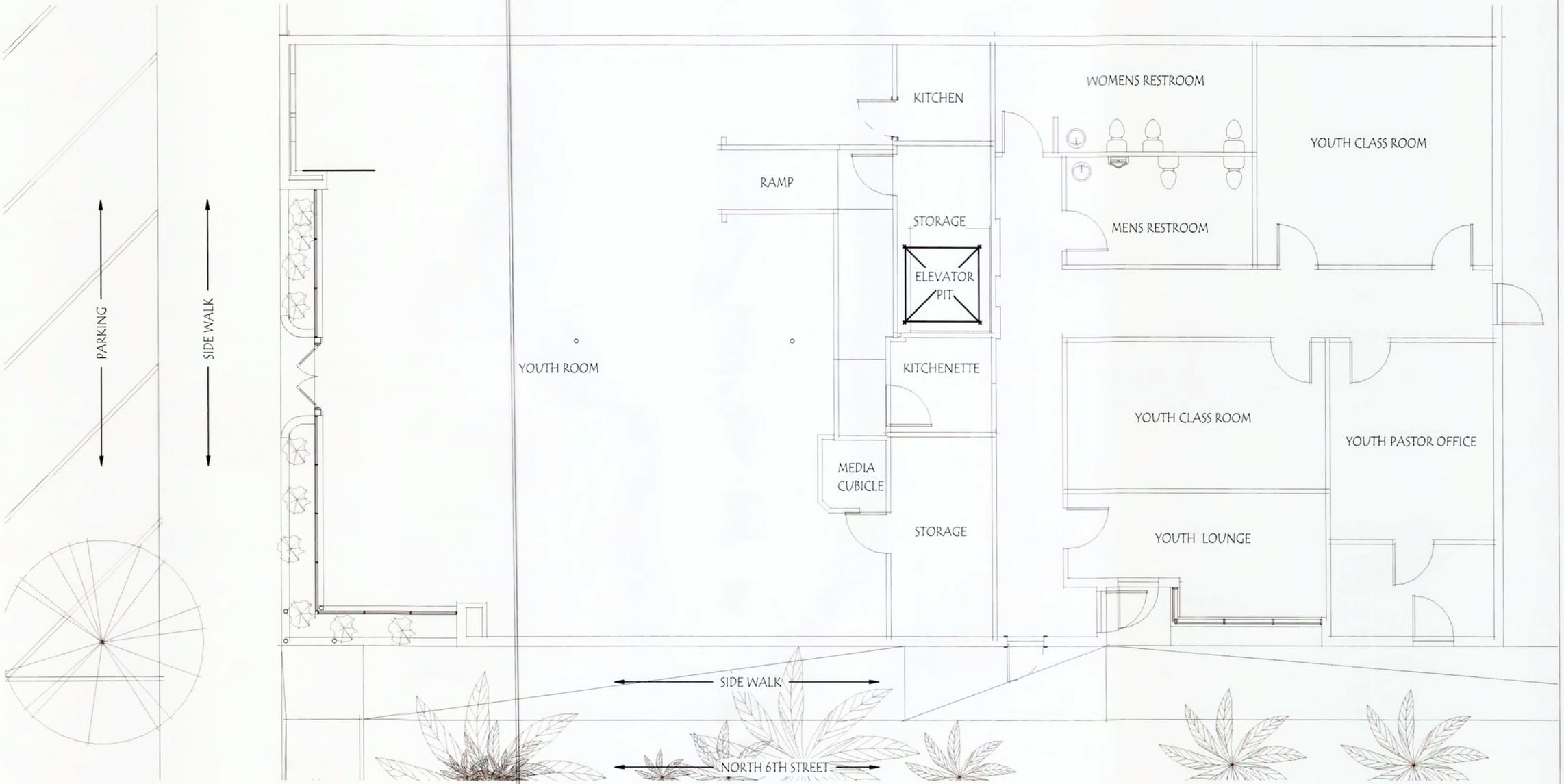
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B2.0

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

ARCHITECT

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EXISTING - FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

B1.0

ARCHITECT RICE

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



CITY OF FERNANDINA BEACH

HISTORIC DISTRICT COMMITTEE SUBMITTAL

FIRST PRESBYTERIAN CHURCH

ANCHOR YOUTH CENTER

515 CENTRE ST FERNANDINA BEACH, FL 32034

THE ANCHOR YOUTH CENTER

ISSUE DATE: 12/19/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

B0.0

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HDC 2019-37

EXHIBIT 3

FMSF 8NA01098

Florida Master Site File

HISTORICAL STRUCTURE FORM

Electronic Version 1.1.0

Site #8 NA01098
Recorder # 1
Field Date 3/20/2007
Form Date 3/30/2007
FormNo 200703
FormNo = Field Date (YYYYMM)

YCJ

First Site Form Recorded for this Site? NO

GENERAL INFORMATION

Site Name (address if none) 1st Presbyterian Youth Center Multiple Listing (DHR only)
Other Names >>
Survey or Project Name Survey#
National Register Category Building(s)

LOCATION & IDENTIFICATION

Address

Street No.	Direction	Street Name	Street Type	Direction Suffix
515		Centre	Street	

Cross Streets (nearest/ between)
City / Town (within 3 miles) Fernandina Beach In Current City Limits? YES
County Nassau Tax Parcel #(s)
Subdivision Name Block Lot
Ownership
Name of Public Tract (e.g., park)
Route to (especially if no street address)

MAPPING

USGS 7.5' Map Name Publication Date >> FERNANDINA BEACH;2003
Township: Range: Section: 1/4 section: >> 3N ;28E ;22;UNSP
Irregular Section Name:
Landgrant
UTM: Zone Easting Northing
Plat or Other Map (map's name, location)

DESCRIPTION

Style Other Other Style contemporary
Exterior Plan Rectangular Other Exterior Plan
Number of Stories 1
Structural System(s) >> Post and beam
Other Structural System(s)
Foundation Type(s) >> Slab
Other Foundation Types
Foundation Material(s) >> Poured Concrete Footing
Other Foundation Material(s)
Exterior Fabric(s) >> Brick
Other Exterior Fabric(s)
Roof Type(s) >> Flat
Other Roof Type(s)
Roof Material(s) >> Tar & gravel
Other Roof Material(s)
Roof Secondary Structure(s) (dormers etc) >>
Other Roof Secondary Structure(s)
Number of Chimneys
Chimney Material
Other Chimney Material(s)
Chimney Location(s)

HISTORICAL STRUCTURE FORM

8NA01098

DESCRIPTION (continued)

Window Descriptions fixed

Main Entrance Description (stylistic details)

Porches: #open ____ #closed ____ #incised ____ Location(s)

Porch Roof Types(s)

Exterior Ornament

Interior Plan Other Interior Plan

Condition Good

Structure Surroundings

Commercial: MOSTly this category Residential:

Institutional: Undeveloped:

Ancillary Features (Number / type of outbuildings, major landscape features)

Archaeological Remains (describe): none

If archaeological remains are present, was an Archaeological Site Form completed? ____

Narrative Description (optional)

HISTORY

Construction year 1957

Architect (last name first): Builder (last name first):

Changes in Locations or Conditions

Type of Change	Year of Change	Date Change Noted	Description of Changes
>>			

Structure Use History

Use Year Use Started Year Use Ended >> Private residence;1957;

Other Structure Uses

Ownership History (especially original owner, dates, profession, etc.)

RESEARCH METHODS

Research Methods >> FL Master Site File-Cultural Resources

Other research methods

SURVEYOR'S EVALUATION OF SITE

Potentially Eligible for a Local Register? Name of Local Register if Eligible

Idividually Eligible for National Register? NO

Potential Contributor to NR District? YES

Area(s) of historical significance >> Community planning & development

Other Historical Associations

Explanation of Evaluation (required) Because the resource retains much of its historic integrity and stands within the historic district, it appears to be potentially eligible as a contributor to the historic district.

HISTORICAL STRUCTURE FORM

8NA01098

DOCUMENTATION (Photos, Plans, etc.)

Photographic Negatives or Other Collections Not Filed with FMSF, Including Field Notes, Plans, other Important Documents.

Document type: _____ Maintaining Organization: _____

File or Accession #: _____ Descriptive Information: _____

>> _____

RECORDER INFORMATION

Recorder Name (Last, First) Bland, Myles

Recorder Address / Phone 7035 Phillips HWY Ste. 5-129 Jacksonville, Fl 904-448-4429

Recorder Affiliation Bland & Associates, Inc Other Affiliation _____

Is a Text-Only Supplement File Attached (Surveyor Only)? NO

****** MASTER SITE FILE USE ONLY ******

SHPO's Evaluation of Resource

_____ Date _____

Cultural Resource Type: SS

Electronic Form Used: S110

Form Type Code: NORM

Form Quality Ranking: NEW

Form Status Code: SCAT

Supplement Information Status: NO SUPPLEMENT

Supplement File Status: NO SUPPLEMENT FILE

FMSF Staffer: _____

Computer Entry Date: 6/14/2007

Form Comments: _____

REQUIRED PAPER ATTACHMENTS

(1) USGS 7.5" MAP WITH STRUCTURE PINPOINTED IN RED

(2) LARGE SCALE STREET OR PLAT MAP

(3) PHOTO OF MAIN FACADE, B&W, AT LEAST 3"X5"

NA01098-200703

Supplementary Printout

> **USGS map name/year of publication or revision:**
FERNANDINA BEACH;2003

> **Township/Range/Section/Qtr:**
3N ;28E ;22;UNSP

> **Structural system(s):**
Post and beam

> **Foundation types:**
Slab

> **Foundation materials:**
Poured Concrete Footing

> **Exterior fabrics:**
Brick
Stucco

> **Roof types:**
Flat

> **Roof materials:**
Tar & gravel

> **Roof secondary structures (dormers etc):**

> **Change status/year changed/date noted/nature:**

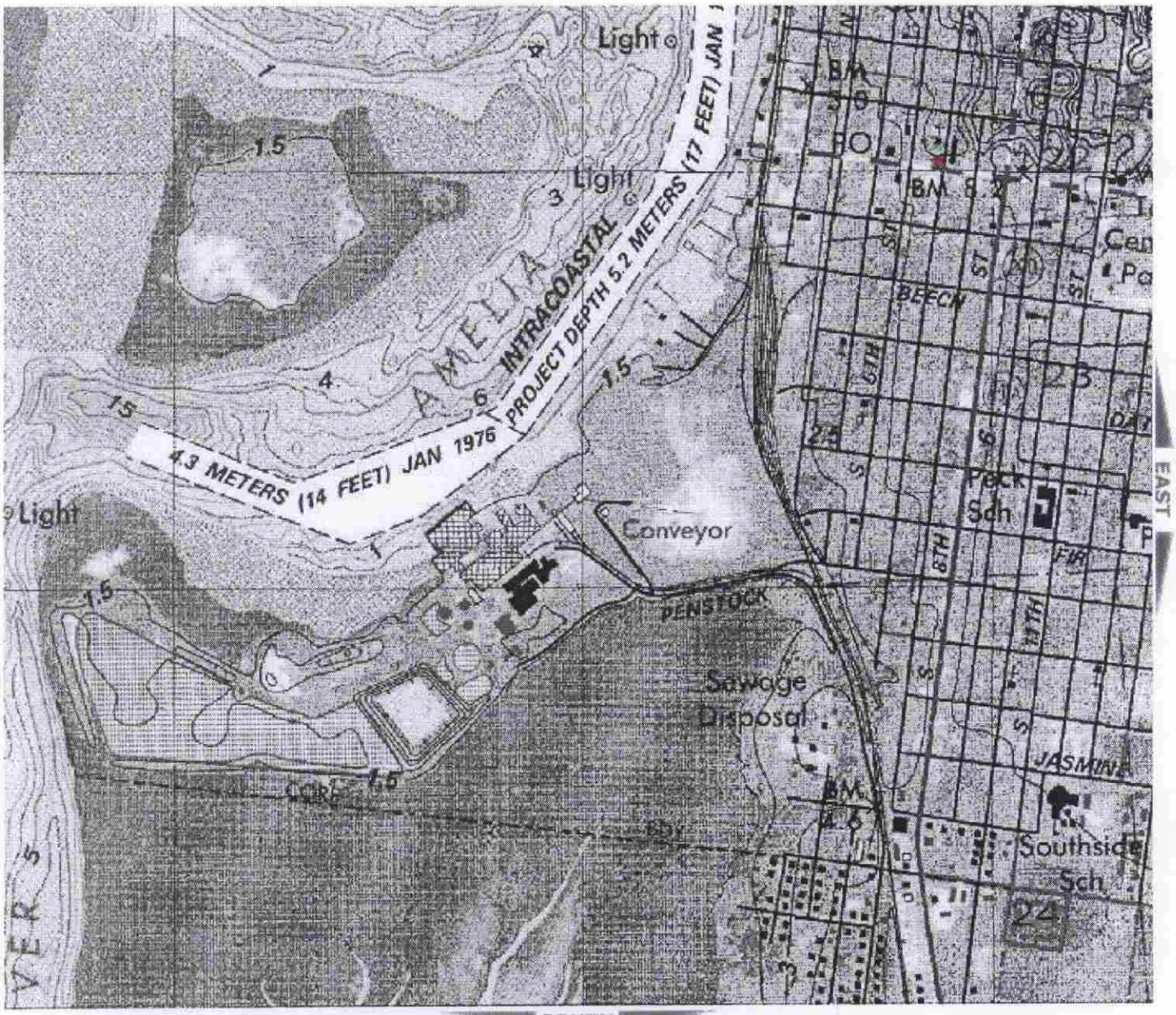
> **Original, intermediate, present uses/year started/year ended:**
Private residence;1957;

> **Research methods:**
FL Master Site File-Cultural Resources
Examine local property records
Pedestrian

> **Area(s) of historical significance:**
Community planning & development

> **Repositories: Collection/Housed/Accession#/Describe**

> **[Other name(s)]:**


Light
1.5
Light
3
AMELIA
INTRACOASTAL
PROJECT DEPTH 5.2 METERS (17 FEET) JAN
4.3 METERS (14 FEET) JAN 1976
4
6
1.5
1.5
Light
Conveyor
PENSTOCK
1.5
Sewage
Disposal
1.5
CORE
BM
BM 8.2
BEECH
5TH
6TH
11TH
FIR
JASMINE
Peck
Sch
Southside
Sch
24
EAST
SOUTH

NA1098

1

1

NA1098



PARCEL INFORMATION TABLE	
Selected Parcel	00-00-31-1800-0030-0140
GIS CALCULATED ACREAGE	0.11
Property Use	CHURCHES
Land Use	CHURCH
OWNERSHIP INFORMATION	
Name	FIRST PRESBYTERIAN CHURCH OF
Mailing Address	FERNANDINA BEACH INC 9 NORTH 6TH ST; FERNANDINA BEACH, FL 32034
Situs/Physical Address	515 CENTRE ST
2006 PROPOSED VALUES	
Land Value	357,500

Page 1

☐ Original
☒ Update



HISTORICAL STRUCTURE FORM
FLORIDA MASTER SITE FILE
Version 4.0 1/07

Site #8 NA01098
Field Date 1-31-2018
Form Date 1-31-2018
Recorder # 1330

Shaded Fields represent the minimum acceptable level of documentation.
Consult the *Guide to Historical Structure Forms* for detailed instructions.

Site Name(s) (address if none) The Anchor (1st Presb. Youth Center) Multiple Listing (DHR only) _____
Survey Project Name Fernandina Beach Historic Resource Survey Update Survey # (DHR only) _____
National Register Category (please check one) ☒ building ☐ structure ☐ district ☐ site ☐ object
Ownership: ☐ private-profit ☒ private-nonprofit ☐ private-individual ☐ private-nonspecific ☐ city ☐ county ☐ state ☐ federal ☐ Native American ☐ foreign ☐ unknown

LOCATION & MAPPING

	Street Number	Direction	Street Name	Street Type	Suffix Direction
Address:	515		Centre	Street	

Cross Streets (nearest / between) _____
USGS 7.5 Map Name FERNANDINA BEACH USGS Date _____ Plat or Other Map _____
City / Town (within 3 miles) Fernandina Beach In City Limits? ☒ yes ☐ no ☐ unknown **County** Nassau
Township 3N **Range** 28E **Section** 22 ¼ section: ☐ NW ☐ SW ☐ SE ☐ NE Irregular-name: _____
Tax Parcel # 00-00-31-1800-0030-0140 Landgrant _____
Subdivision Name _____ Block _____ Lot _____
UTM Coordinates: Zone ☐ 16 ☐ 17 Easting ☐☐☐☐☐☐ Northing ☐☐☐☐☐☐☐
Other Coordinates: X: _____ Y: _____ Coordinate System & Datum _____
Name of Public Tract (e.g., park) _____

HISTORY

Construction Year: 1957 ☐ approximately ☐ year listed or earlier ☐ year listed or later
Original Use Commercial **From (year):** _____ **To (year):** _____
Current Use Church/Temple/Synagogue **From (year):** _____ **To (year):** _____
Other Use _____ From (year): _____ To (year): _____
Moves: ☐ yes ☒ no ☐ unknown Date: _____ **Original address** _____
Alterations: ☒ yes ☐ no ☐ unknown Date: _____ **Nature** Signage
Additions: ☐ yes ☒ no ☐ unknown Date: _____ **Nature** _____
Architect (last name first): _____ **Builder** (last name first): _____
Ownership History (especially original owner, dates, profession, etc.) _____

Is the Resource Affected by a Local Preservation Ordinance? ☒ yes ☐ no ☐ unknown **Describe** Downtown historic district

DESCRIPTION

Style Mid-Century Modern **Exterior Plan** Rectangular **Number of Stories** 1
Exterior Fabric(s) 1. Brick 2. _____ 3. _____
Roof Type(s) 1. Flat 2. _____ 3. _____
Roof Material(s) 1. Tar & gravel 2. _____ 3. _____
Roof secondary strucs. (dormers etc.) 1. _____ 2. _____
Windows (types, materials, etc.) Fixed storefront

Distinguishing Architectural Features (exterior or interior ornaments) Art brick surfacing; wide overhang; horizontal design w multiple material types/textures

Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed.) _____

DHR USE ONLY	OFFICIAL EVALUATION	DHR USE ONLY
NR List Date _____ ☐ Owner Objection	SHPO – Appears to meet criteria for NR listing: ☐ yes ☐ no ☐ insufficient info Date _____ Init. _____ KEEPER – Determined eligible: ☐ yes ☐ no Date _____ NR Criteria for Evaluation: ☐ a ☐ b ☐ c ☐ d (see *National Register Bulletin 15*, p. 2)	

HISTORICAL STRUCTURE FORM

Site #8 NA01098

DESCRIPTION (continued)

Chimney: No. 0 Chimney Material(s): 1. _____ 2. _____
Structural System(s): 1. Masonry - General 2. _____ 3. _____
Foundation Type(s): 1. Slab 2. _____
Foundation Material(s): 1. Concrete, Generic 2. _____
Main Entrance (stylistic details) Storefront window wall w glass & metal frame double doors w transom

Porch Descriptions (types, locations, roof types, etc.) _____

Condition (overall resource condition): ☒excellent ☐good ☐fair ☐deteriorated ☐ruinous
Narrative Description of Resource _____

Archaeological Remains _____ ☐Check if Archaeological Form Completed

RESEARCH METHODS (check all that apply)

☒FMSF record search (sites/surveys)	☒library research	☐building permits	☒Sanborn maps
☐FL State Archives/photo collection	☐city directory	☐occupant/owner interview	☒plat maps
☐property appraiser / tax records	☒newspaper files	☐neighbor interview	☐Public Lands Survey (DEP)
☒cultural resource survey (CRAS)	☒historic photos	☐interior inspection	☒HABS/HAER record search

☐other methods (describe) _____
Bibliographic References (give FMSF manuscript # if relevant, use continuation sheet if needed) _____

OPINION OF RESOURCE SIGNIFICANCE

Appears to meet the criteria for National Register listing individually? ☐yes ☒no ☐insufficient information
Appears to meet the criteria for National Register listing as part of a district? ☐yes ☒no ☐insufficient information
Explanation of Evaluation (required, whether significant or not; use separate sheet if needed) This is an update-the building is an average example of a common resource type in the region.

Area(s) of Historical Significance (see *National Register Bulletin 15*, p. 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)
1. _____ 3. _____ 5. _____
2. _____ 4. _____ 6. _____

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type _____ Maintaining organization _____
Document description _____ File or accession #'s _____

2) Document type _____ Maintaining organization _____
Document description _____ File or accession #'s _____

RECORDER INFORMATION

Recorder Name Sheldon Owens Affiliation Brockington and Assc. Inc.
Recorder Contact Information 498 Wando Park Blvd. Suite 700, Mt. Pleasant SC 29464; 843-881-3128
(address / phone / fax / e-mail)

Required Attachments

- **USGS 7.5' MAP WITH STRUCTURE LOCATION PINPOINTED IN RED**
- **LARGE SCALE STREET, PLAT OR PARCEL MAP** (available from most property appraiser web sites)
- **PHOTO OF MAIN FACADE, ARCHIVAL B&W PRINT OR DIGITAL IMAGE FILE**

If submitting an image file, it must be included on disk or CD AND in hard copy format (plain paper is acceptable).
Digital image must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.


N
Brockington
Fernandina Beach
Survey Update 2018
Historic Resource
0
50
100 Feet
* All numbers start with NA****.
Alachua St
Centre St
N 5th St
N 6th St
N 7th St
S 5th St
S 6th St
S 7th St
322
578
1104
356
1103
101
355
353
1329
1098
663
103
1232
1125
1126
1127
665
369
438
1105
370
439
371
372
441
440
373
442
585


515
FREE


THE
ANCHOR
FIRST PRESBYTERIAN
FREE
FREE

HDC 2019-37

EXHIBIT 4

Midcentury Commercial Design Evaluation and Preservation: An Opportunity for Commissions

Carol J. Dyson, AIA *is the Chief Architect and a Deputy State Historic Preservation Officer for the Illinois SHPO. Since 1999 she has also co-taught a course on the Recent Past for the School of the Art Institute of Chicago's Historic Preservation program. Carol has given frequent presentations on this topic and has written several articles on midcentury modernism.*

Midcentury Commercial Design Evaluation and Preservation: An Opportunity for Commissions

By Carol J. Dyson, AIA

Commercial building design of the mid-20th century expressed a period of American optimism and economic prosperity. Sleek new materials and structural systems represented post-war America's unwavering belief in new technology and materials; glassy open storefronts showcased the 20th century's more open relationship between consumers and products; modern designs promised customers up-to-date goods and service within.

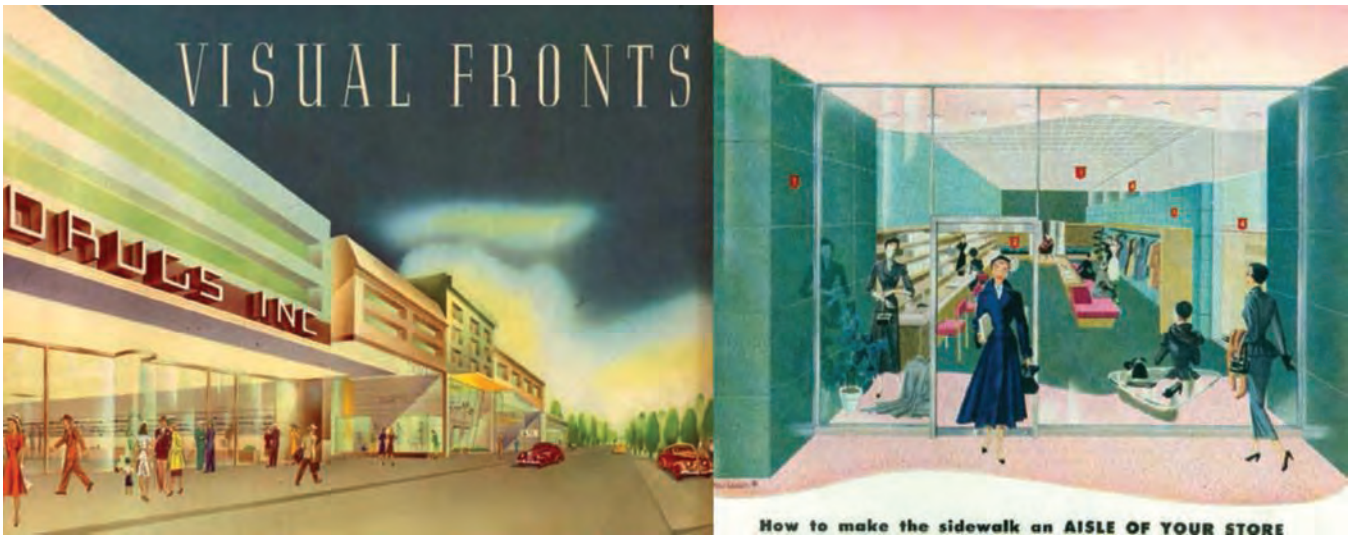


Figure 1: In the mid-20th century, the commercial facade was no longer two-dimensional, rather it combined an open glazed front with dynamic three-dimensional features to create a 'deconstructed' front facade. Steel lintels now easily spanned across an entire facade, transparent "open fronts" replaced earlier opaquely-backed display windows, and the well-lit store, theater lobby or restaurant seating itself became the display. Left, a Libbey Owens Ford Glass Co. brochure: Visual Fronts, 1942. Right, a Libbey Owens Ford advertisement in the Saturday Evening Post, October 15, 1949.



Photos: IHPA archives

Figure 2: Other postwar design components that occurred parallel with, or as part of open-front designs were asymmetrical and angled fronts. On the left in Freeport, Illinois, angled rustic-stone pylons combine with a deep overhang to shield the open storefront windows from glare. On the right, in Moline, Illinois, is an example of a common postwar open storefront plan, shown here with structural glass surrounding large plate glass display windows that asymmetrically angle into the entrance.

Yet these once-elegant buildings may now be showing their age. Although the aluminum, steel and glass components may still be sound, minor damage from signage alterations or impact damage to bulkheads may discourage building owners. Designs may be hard to appreciate because they were once heavily integrated with dramatic script, neon or individual cast letter signs long gone due to business changes. Finally, the aesthetic may still be too new for some owners, preservationists or commissioners to fully appreciate. Yet to consider a postwar bank as an intrusion into the historic fabric of an older downtown is no different than how an Italianate building was negatively viewed in the 1920s, or how Romanesque Revival Buildings were reviled in the 1940s, or an Art Deco post office was ignored in the 1960s. The full appreciation of more recent resources has always taken time and the time to recognize our midcentury has arrived.

Today, historic preservation commissions, state historic preservation review staff, and the National Park Service are all learning to evaluate resources from the mid-20th century. This is appropriate, for most of the commercial buildings of the 1950s and 1960s are now over fifty years old, and are really no longer our "recent" past. These commercial resources may include downtown buildings built in the midcentury, such as savings and loans or automobile dealerships, as well as earlier commercial buildings with postwar modernizations. The commercial building with a midcentury shopfront on the first floor or the entire facade "slipcovered" can provide preservation challenges related to periods of significance and physical integrity.

These buildings tell an important story about architecture, commerce and 20th century mercantile history and as preservationists we should strive to make sure these resources do not disappear from our downtowns. Yet, too often owners may wish to scrape away an authentic midcentury modernization from their building to return to a "historicized" recreation of an older type of storefront.

When commissions evaluate these resources it is important to remember that downtowns were never static. Downtowns were dependent on style, and diversity prevailed, particularly at the ground level. If we strive to have downtowns uniformly fit a picturesque nineteenth century aesthetic, we can create a static appearance that never existed. At the end of World War II, as a post-war economy burst into action, modern commercial designs utilizing new materials vigorously filled architectural journals, design books, and storefront manufacturers' advertising. Dramatic commercial building and storefront designs by well-known designers such as Raymond Loewy, Morris Lapidus, Victor Gruen, and Morris Ketchum Jr., were widely published and promoted to architects and building owners. These advances in materials and design, combined with intense material marketing all had a decisive impact on downtowns. Downtowns changed; new buildings were built; business



Illustration: Kawneer publication, 1946. Photo: Carol Dyson

Figure 3: Signage was often a critical component of midcentury commercial design. The Ramble's Hardware Store design by Ketchum, Gina and Sharp combines dramatic signage with linear display boxes that run from the exterior through the open front and on into the store. The Hub Clothiers, formerly in Springfield, Illinois, displayed equally dramatic porcelain enamel graphics and signage on a granite-textured porcelain enamel backdrop above a stone veneer and plate glass lower floor.

owners updated their buildings; retailers wanted the latest styles; downtown service businesses became more customer-focused. Midcentury changed Main Street and those changes deserve evaluation.

WHAT DO YOUR DESIGN GUIDELINES SAY?

Most local preservation ordinances, particularly in Certified Local Government communities, are based on the Secretary of the Interior's Standards for Rehabilitation. Standard 4 is the most relevant standard cited in evaluating later changes to historic buildings: "Changes to a property that have acquired historic significance in their own right will be retained and preserved." Basically, a feature does not have to be original to be significant, and in fact those changes may tell an important story about the building's history and the timeline of your community. Standard 5 tells also tells us that "Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved." Thus, we need to look at mid-20th century design, materials, and alterations that have acquired significance.

But every community and its resources are different. A not atypical situation is when a building owner comes to a commission with a request to demolish a midcentury storefront and create an earlier-appearing historically-inspired storefront. Has the midcentury storefront acquired significance? The next section discusses factors that commissioners may find useful to consider



Irene Burke photo: Design for Modern Merchandizing, April 1948. Other photos: IHPA archives

Figure 4: Cantilevered display cases in outdoor lobbies helped deconstruct the front plane of retail buildings. On the left is a 1948 design in Long Beach, California. In the center are similar displays in Bloomington, Illinois. On the right, the former Bakers Shoes in Chicago had a free-standing display "table," well-lit cantilevered display cases, and a curved open-front display window on the second floor.

when evaluating the significance of midcentury resources.

WHAT IS THIS BUILDING'S HISTORY?

When was the building built? Was it constructed during the post-war period or was it an earlier building with post-war updates? Does the date of the midcentury resource or alteration fall within the period of significance of the historic district? If not, is it over 50 years old or of exceptional significance? Is it time to evaluate, and perhaps expand the period of significance for the historic district? Or might the building be individually eligible to become a local landmark as a good example of midcentury design?

Was this commercial structure built in the post-war period? If so, then it is real and authentic. Evaluate its significance and integrity, and promote retention of what makes it historic. It's true to its time, tells the story of the downtown's continuum of change and makes your Main Street much livelier. Commissions may wish to promote that these buildings be kept true to their midcentury nature.

If a building is a midcentury modernization of an earlier building, was most of the earlier storefront or front facade removed or damaged during installation? If so, consider whether it follows Standards 4 and 5 to demolish an authentic 1950s design only to put back a reconstruction of an earlier period style storefront in new materials? Did the midcentury design carry through to the interior? If so, does any of that continuity of design remain? That can be an important factor for tax credit projects where designation and review includes interiors, but may be a less important one for local commissions whose consideration may be limited to the exterior.

WHAT IS THE CONDITION OF MATERIALS?

Are the materials in good, or easily repairable, condition? In most cases, the structural glass, tile, spandrel, stone-panel systems, and plate-glass storefronts, are relatively durable. However, materials used at bulkheads and near door frames were often susceptible to impact damage. Those areas in the signage zone are also subject to damage from alterations. When these materials are impacted, business owners are often at a loss with how to deal with these materials. There is a growing amount of information out there regarding the repair of modern-era materials. Commissions



Photos: l. - IHPA archives; m. – Ann V. Swallow; r. – John Van Scheltema

Figure 5: Structural innovations and dramatic space-age-inspired design also appeared on Main Street in a style named Exaggerated Modern by Chester Leibs in his seminal book Main Street to Miracle Mile. On the left the Taylorville, Illinois cinema was completely refaced in the mid-century with polychrome porcelain enamel panels, swooping stainless steel and aluminum canopy and cornice, and dramatic pylon. In the middle, the elegant Oklahoma City Central Motor Bank drive-up, built in 1959, combines a thin-shell concrete roof with bright blue mosaic tile encased piers. On the right, precast concrete columns surround a darkly glazed curtain wall on this Moline, Illinois bank, designed by John Van Scheltema, of the Illinois Bank Building Corporation in the 1970s.



Photos: IHPA archives

Figure 6: On the left is "The Art of Refacing the New Art in Architecture" Julius Blum & Co.'s JB Curtainscreen, 1965. On the right, Burnside and Co., in Danville, Illinois, is an excellent example of an unusually intact design with gold anodized aluminum slipcover, cantilevered display case, decoratively tiled storefront, and period signage and deserves preservation.

can assist property owners with materials and methods for repair.

WHAT IS THE DESIGN?

What is the integrity of midcentury design? Can you still understand the design intent? Does the building still tell the story with most components, display windows, and materials still remaining? For many of these buildings loss of design impact may be due to the loss of the historic signage. Business or aesthetic changes may have caused removal of the original postwar signage and replaced it with either neutral or incompatibly designed signage. Many of these building designs were co-dependent on their midcentury modern signage. It is likely that the period signage does not remain and should not be given undue weight in evaluation. If it is missing, new signs can usually be designed that work with the midcentury storefront and help revive the design aesthetic (See Figures 8 and 9).

Is this an older building with a midcentury shopfront at the ground level? This is a relatively common feature in downtowns. It reflects the dynamic nature of downtown design history. Buildings, especially storefronts, were periodically refreshed. Or is this an older building with an entirely new facade. Some commercial building refacings completely removed or irretrievably altered the entire original front facade of the building (such as the Taylorville, Illinois cinema in Figure 5). The midcentury tile, glass, metal, or masonry facades may be the only significant features of the facade with nothing other than structure beneath. If the facade is a good example of the later period with most elements intact or repairable, then it has significance. Retention of this authentic historic midcentury facade would be more in keeping with Standards 4 and 5 than demolition and replacement with a completely new neo-historic facade. The midcentury facade is real, authentic and a part of the history of the building. It will always have more historic integrity

than a recreation of something that is long-gone.

Is the building merely "slipcovered?" Rather than completely refaced was the building covered with a lightweight aluminum, plastic or steel facade, often with a screen or panelized motif? Does this building represent a good example of a midcentury design (such as the Danville, Illinois example in Figure 6)? Many slipcovers or facade alterations were well thought out designs to showcase an up-to-date style. In contrast, some buildings were inexpensively covered in the last part of the 20th century with panels or corrugated siding devoid of design or signage simply to avoid repainting or repointing, and may retain little significance. If it appears that this situation exists, first try to determine what the original slipcover (complete with signage) looked like before making an evaluation. Historic photos, or ghosting of earlier signage on the facade can be very useful.

What is the condition of the slipcover itself? If damaged can it be repaired? Does the associated midcentury storefront remain as well? It is also important to once again study what is hidden beneath the slipcover. Is there any original historic fabric left? Even with slipcovers often much of the facade was severely damaged or removed to flatten the original facade during installation of the later design. The owner may not have the economic resources necessary to repair demolished cornices, windows, and belt-courses, and any slipcover may be better than what is left behind after some removals. An additional factor should be the intended use of the building. If a building is being rehabilitated for upper floor housing then the removal or at least alteration of a midcentury slipcover that covers the windows may become necessary.

WHAT IS THE CONTEXT?

Is this building a stand-alone design, or is it a post-war modernization of only one bay of a multi-bay building? If so, are the proposed changes part of an integrated effort to restore the entire building across multiple bays to its original design? How much of that original building fabric exists beneath the newer midcentury design?

WHAT ARE SOME DESIGN SOLUTIONS?

These buildings often reflect high quality materials, design and cohesive display and lighting. If an owner or his architect works with signage and lighting that accentuates the modern aesthetic, the overall design can work better. Often with a return to historic colors, compatible signage, or original materials, these commercial buildings can be refreshed to their midcentury design intent with a minimum of cost. There is the added bonus that business owners can also be content they have "updated" their buildings.



Photos: IHPA archives

Figure 7: This black mid-twentieth century structural glass storefront was the third modernizing storefront for this mid-nineteenth century building in Rockford Illinois. The storefront was originally slated for demolition and replacement with an earlier neo-historic-style storefront. However, as part of the historic tax credit project the structural glass midcentury storefront was deemed a significant alteration and was retained, the sign damage was repaired and where necessary replaced by salvaged glass. The recessed terrazzo entrance lobby flooring was also retained. New signage was installed onto the storefront clear glass and did not damage the newly repaired structural glass transoms.



Photos: IHPA archives

Figure 8: These before and after images show a design solution for a midcentury storefront in Springfield, Illinois. IHPA Project Designer, Anna Margaret Barris' design transformed this storefront with compatible signage and a new paint scheme. The original design intent became clear and attractive once more, and the owners now agree that it is worthy of retention.

EDUCATION AND OUTREACH

Education is also key to building a recognition of midcentury resources. Often the more people learn about these midcentury facades, the easier it is for them to appreciate these resources. Commissions can be instrumental in encouraging the study of midcentury designs using examples from period advertising, contemporary design books, or current secondary sources. The elegance and beauty of these designs becomes more recognizable once one understands the aesthetic, historic and stylistic sources. Examples of rehabilitation designs that work with the resources can also be shared by the commission.

Furthermore, some commissions are looking for ways to connect with the next generation of preservationists. Many people in their teens, twenties and thirties demonstrate an appreciation for midcentury design. Midcentury furniture, facades and designs are all old enough to feel historic to them. Local educational efforts, building tours and public recognition of midcentury resources may serve as a bridge to a new generation of preservationists.

CONCLUSION

In the midcentury there was a desire to create fresh new building styles that reflected the post war's growing economy and manufacturing



Photos: IHPA archives

Figure 9: This angled, white-metal midcentury storefront in Vandalia, Illinois was surrounded by simple (now painted) brick but embellished with a spectacular neon sign that advertised a mid-century jewelry store complete with a neon-illuminated diamond. Although the new tenant, Celebrations, initially wanted to remove the neon sign and storefront, they realized that the sign had community significance and that it could also reinforce the location identity for their new business. The new Celebrations signage was applied to the glass based on a drawing by IHPA Project Designers Darius Bryjka and Anthony Rubano and kept at the pedestrian level, so it that didn't have to compete with the historic neon "Jane Isbell" sign up in the transom area.

prowess. The commercial buildings and storefront modifications of the midcentury exhibited an exuberance, drama, and elegance, as they showcased up-to-date businesses within. These modifications were just one more step in the continuum of change exhibited in our dynamic downtowns. They are an important part of our past, and are old enough to no longer be our "recent past." As such they deserve our study, survey, careful evaluation, and in many cases, preservation

FOR MORE INFORMATION:

- Dyson, C.J. "How to Work With Storefronts of the Mid-Twentieth Century: A Mid-Twentieth Century Storefronts Components Guide," published for National Main Street Meeting, Philadelphia, PA, April 2, 2008, and on the web: https://www.illinois.gov/ihpa/Preserve/mid-century/Documents/modern-storefront-glossary.pdf.
- Dyson, C.J. "Mid-Century Commercial Modernism: Materials and Design," in Proceedings of the Mid-Century Modern Structures: Materials and Preservation Symposium, Doyle, K., Ferrell, A., Sanchis III, F.E., Striegel, M.F., Eds., NCPTT, St. Louis, Missouri, April 13-16, 2015.
- Dyson, C.J. "Selling to the Future: Preservation of the Post-War Downtown Commercial Building," in Symposium: Identification, Advocacy and Protection of Post-World War II Heritage, Proceedings of ICOMOS Joint Scientific Committee Meeting, Kelley, S.J. and Harboe, T.G., Eds. IIT, Chicago, IL, 21-23 June 2007, 65-113.
- Espardy, G. Modernizing Main Street: Architecture and Consumer Culture in the New Deal, University of Chicago Press, Chicago IL, 2008.
- Gruen, V., Ketchum, M., Lapidus, M., Welch, K., Schwartzman, D. "The Vanishing Store Front," Architectural Forum, 1950, v7, 64-66.
- Heller, S. "Essay," Shop America: Midcentury Storefront Design 1938-1950, Heimann, J. Ed., Taschen Press, Koln, 2007.
- Illinois Historic Preservation Agency. Recent Past on Main Street: Mid-Century Modern Commercial Resources: https://www2.illinois.gov/ihpa/Preserve/mid-century/Pages/midcentury.aspx.
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Photo: Illinois Historic Preservation Agency Archives

Figure 3: The early 20th century Booth Building in Springfield, Illinois received an elegant stone midcentury storefront ca. 1955.



Photo: Illinois Historic Preservation Agency Archives

Figure 4: The Booth Building was clad in a panelized slipcover by the early 1970s concealing part of the storefront.



Photo: Illinois Historic Preservation Agency Archives

Figure 5: As part of an historic preservation tax credit project, the non-historic-period slipcover was removed to expose the original upper floors, and the midcentury storefront was preserved and retained.



Photo: Illinois Historic Preservation Agency Archives

Figure 6: This ca. 1890 building in Rockford, Illinois received a number of alterations during the period of significance of the historic district, including the installation of an angled midcentury stone veneer storefront. Sometime after the period of significance the midcentury storefront window frames were painted dark and a later door installed.



Illustration: Illinois Historic Preservation Agency Archives

Figure 7: The rendering shows the design the owner first proposed, which included demolition of the historic midcentury storefront and installation of a completely new storefront.



Photo: Google Street View

Figure 8: For purposes of the federal historic tax credit project the SHPO explained that the midcentury storefront was historic and required its retention. The owner kept the midcentury storefront and installed a compatible clear-view door, restored the white metal window framing and added a canvas awning.

A Quarterly Journal of
the National Alliance of
Preservation Commissions
Spring 2017

the Alliance review



Evaluating Newer Facades and Storefronts

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APPROVED

MINUTES
HISTORIC DISTRICT COUNCIL
REGULAR MEETING
NOVEMBER 21, 2019

1. CALL TO ORDER: 5:02

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

James Pozzetta
Michael Spino (Chair)
Tammi Kosack (Alt 1)
Benjamin Morrison
Angela Conway
Michael Harrison

MEMBERS ABSENT:

OTHERS PRESENT
Tammi Bach, City Attorney
Samantha Rogic, Recording Secretary
Salvatore Cumella, Historic Preservation Planner

As part of ex-parte communications Chair Spino disclosed that he spoke to Commissioner Ross about the fence issue downtown and to the owners of 105 S 5th Street who are neighbors of the Blackmores (applicants for HDC 2019-36 & HDCV 2019-03).
Member Kosack disclosed that she also spoke to Commissioner Ross.

2. APPROVAL OF MEETING MINUTES

2.1 October 17, 2019 Regular Meeting

Member Kosack requested an amendment to the minutes. She would like included under item 3.2 HDC case# 2017-03 the discussion about down spouts and the applicant's agreeance to paint them.

ACTION TAKEN: A motion was made by Member Pozzetta, seconded by Member Morrison, to approve the minutes as amended.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

3.1 **HDC 2019-09: CMR ISLAND PROPERTIES, LLC, AGENT FOR BEVERLY FREEMAN CREWS, JAMES K. FREEMAN JR., GEORGE T. MORGAN, & ANGELA KAREN MORGAN, 116 N 2ND STREET**
Certificate of Approval (COA) to construct four, two-story mixed-use town homes. *(Quasi-Judicial)*

Postponed to December 19, 2019 Regular Meeting

3.2 **HDC 2017-03: TIM RICH, AGENT FOR ARTISAN HOMES, N. 2ND STREET**

Amendment to previously approved COA to alter roof forms from flat to gabled and alter brick detailing. *(Quasi-Judicial)*

Mr. Cumella presented the Staff Report and recommended denial.

Sara Johanns, 247 Beech Street, stated that they are removing the request for gabled roofs.

ACTION TAKEN: A motion was made by Member Pozzetta, seconded by Member Conway, to continue amendment to HDC case number 2017-03 to the December 19, 2019 regular meeting; AND that the HDC make the following findings of fact and conclusions of law part of the record: That this amendment to HDC case 2017-03, as presented, is not substantially compliant with the Land Development Code, the Community Redevelopment Area Guidelines, and the Secretary of the Interior's Standards to warrant approval at this time.

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

Ms. Johanns returned to the podium to provide an update on the gutters. She explained that the gutters are being redesigned to drain in a different direction so they will likely be changing and will be painted at that time.

3.3 **HDC 2019-15: CITY OF FERNANDINA BEACH, 102 CENTRE STREET**
Amendment to previously approved Certificate of Approval (COA) for design changes related to the construction of a 4ft aluminum fence with rusticated block columns. *(Quasi-Judicial)*

Mr. Cumella presented the Staff Report and recommended approval.

Chip Ross, 210 N 3rd St, suggested a rider be included in the motion that approval be contingent upon railroad approval.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Pozzetta, to approve amendment to HDC case number 2019-15 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That this amendment to HDC case 2019-15, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

Member Harrison: Nay
Member Conway: Aye
Member Pozzetta: Aye
Member Morrison: Aye
Chair Spino: Aye

Motion passed.

3.4 **HDC 2019-20: RICHARD SASSER, AGENT FOR CMR ISLAND PROPERTIES LLC, 22 S 8TH STREET**
Amendment to previously approved Certificate of Approval (COA) to add mechanical screening at north and east elevations. *(Quasi-Judicial)*

Mr. Cumella presented the Staff Report and recommended approval.

Mike McCloskey, CMR Island Properties, was present to answer questions from the Board.

David Coalson, 111 S 4th Street, spoke against the proposed amendment.

ACTION TAKEN: A motion was made by Member Harrison, seconded by Member Pozzetta, to continue HDC case number 2019-20 to the December 19 regular meeting; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-20, as presented, is not substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

3.5 **HDC 2019-32: CITY OF FERNANDINA BEACH, AGENT FOR AMELIA ISLAND MUSEUM OF HISTORY, 233 S 3RD STREET**
Downtown Historic District Boundary Expansion to include the Nassau County Jail/Amelia Island Museum of History. *(Quasi-Judicial)*

Mr. Cumella presented the Staff Report and recommended approval.

ACTION TAKEN: A motion was made by Member Harrison, seconded by Member Conway, to approve HDC case number 2019-32.

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

Upon further discussion, there was consensus that the motion should include more information.

ACTION TAKEN: A motion was made by Member Harrison, seconded by Member Conway, to approve HDC 2019-32 which has already been heard, which covers a building which is already on the national register of historic places, which will form a valuable addition to the Historic District of the City of Fernandina Beach, without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-32, as presented, is substantially compliant with the Comprehensive Plan and the Land Development Code to warrant approval at this time.

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

4. NEW BUSINESS

4.1 **HDCV 2019-03: RIVERSIDE HOMES, AGENT FOR HAROLD & ROZELL BLACKMORE, 105 S 5TH STREET**
Variance from Land Development Code section 4.05.12(B) Types and Plant Requirements for Buffers. *(Quasi-Judicial)*

Chair Spino explained that HDCV 2019-03 and HDC 2019-36 would be heard together but voted on separately.

Rozell Blackmore, Corner of Cedar and 5th, the applicant, provided information and details specific to the request.

Lou Goldman, 23 S 6th Street, stated that he is opposed to the variance and believes the solution is rezoning the property to R-2.

ACTION TAKEN: A motion was made by Member Conway, seconded by Member Morrison, to approve HDCV case number 2019-03 based on the applicants demonstration that there are a number of unique factors that exist on the property, that this request is the minimum variance needed to provide a parking space on site, and that granting the variance would not harm the character of this district; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDCV case 2019-03, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

Upon further discussion, there was consensus to include the allowance for the relocation of the shed.

Member Conway amended the motion to allow for the applicant to relocate the shed to the south side of the property. Member Morrison seconded the amended motion.

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

4.2 **HDC 2019-36: RIVERSIDE HOMES, AGENT FOR HAROLD & ROZELL BLACKMORE, 105 S 5TH STREET**

Certificate of Approval (COA) to construct a one-story single-family residence. *(Quasi-Judicial)*

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Harrison, to approve HDC case number 2019-36 with the following conditions: 1) that the owner work with Staff to have a window approved that meets the Downtown Historic District Guidelines; 2) that the A/C on exterior be located outside of the 15 ft required buffer; 3) that the geometry of the staircase be reconfigured to be outside of the required 15 ft buffer; 4) that paint colors be approved by Staff; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-36, with conditions, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

4.3 **HDC 2019-37: RICE ARCHITECT, AGENT FOR FIRST PRESBYTERIAN CHURCH OF FERNANDINA BEACH, 515 CENTRE STREET**

Certificate of Approval (COA) to renovate the south and east elevations and add a rooftop terrace with canopy. *(Quasi-Judicial)*

Mr. Cumella presented the Staff Report and recommended either denial or continuation to date certain.

Mark Akins, 961687 Gateway Blvd, agent to the applicant, offered information and details specific to the request.

Randy Rice, 961687 Gateway Blvd, offered additional information and details.

Drenda Vijuk, 29 Salt Marsh Drive, owns the building next door, raised concerns with the roof top deck.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Pozzetta, to continue HDC case number 2019-37 to the January 2020 regular meeting without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-37, as presented, is not substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

4.4 **HDC 2019-38: MIRANDA ARCHITECTS, AGENT FOR ST. MICHAEL CATHOLIC CHURCH, 201 N 4TH STREET**
Certificate of Approval (COA) to add ADA-compliant parking, ramp; relocate existing rear porch steps; and replace door. *(Quasi-Judicial)*

CM Mayer, 4670 Carlton Dunes Dr, was present to answer questions from the Board.

ACTION TAKEN: A motion was made by Member Harrison, seconded by Member Morrison, to approve HDC case number 2019-38 with the condition that the applicant provide a plan to landscape the ramp and achieve historical approval for it; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-38, with condition, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

4.5 **HDC 2019-39: JOEL V. REITZER JR & JUDITH L. REITZER, 1132 WHITE STREET**
Certificate of Approval (COA) to construct a one-story single-family residence with accessory structure. *(Quasi-Judicial)*

Ms. Rogic presented the Staff Report and recommended approval.

Joel Reitzer, 1365 Manucy Rd, the applicant, provided information and details specific to the request.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Harrison, to approve HDC case number 2019-39 with the condition that the side porch be relocated to meet the standards of the Land Development Code; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-39, with conditions, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant conceptual approval at this time.

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

4.6 **HDC 2019-40: STEVE JOHNSON, AGENT FOR 418 S 6TH STREET LLC, 818 SAN FERNANDO STREET**
Certificate of Approval (COA) to construct porches at north and east elevations. *(Quasi-Judicial)*

Steve Johnson, 96091 Estate Drive, agent, provided information and details specific to the proposal.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Harrison, to approve HDC case number 2019-40 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-40, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant approval at this time.

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

4.7 **PRESENTATION: Marvin Windows**
Neal Steiner, Coastal Sash & Door

5. STAFF APPROVED CERTIFICATE OF APPROVALS

5.1 **October 2019**
There were no comments or questions regarding October staff approvals.

6. BOARD BUSINESS

6.1 **Consideration of Reappointment: Mike Spino**
Member Harrison motioned to reappoint Mike Spino, seconded by Member Morrison. There being no objections. Motion passed.

6.2 **Amelia Waterfront Park update**

7. STAFF REPORT

7.1 **Approved Window List**
The Board agreed to schedule a window workshop.

7.2 **Master Fee Schedule**

7.3 **Side-Yard Corridors in Old Town**
Mr. Cumella presented the recommended change to the Land Development Code.

ACTION TAKEN: A motion was made by Member Conway, seconded by Member Morrison, to strike the language recommended by Staff from the Land Development Code.

Upon further discussion, it was consensus among the Board to make no change until the time when the guidelines are rewritten by grant funding.

Vote upon passage of the motion was taken by ayes and nays and being all nays, failed.

7.4 **Material Salvage**

7.5 **Streetscape Context Requirement**

7.6 **Building Official Bulletins**

8. PUBLIC COMMENT
No members of the public wished to speak.

9. ADJOURNMENT – 9:22 PM

Samantha Rogic, Recording Secretary

Michael Spino, Chair

HISTORIC DISTRICT COUNCIL STAFF REPORT
HDC 2019-37
NOVEMBER 21, 2019

Owner/Applicant:	Rice Architect, agent for First Presbyterian Church Fernandina Beach
Property Address:	515 Centre Street
Requested action:	Certificate of Approval (COA) to renovate the south and east elevations and add a rooftop terrace with canopy.
Current zoning:	C-3
FLUM land use category:	Central Business District
Existing uses on the site:	Commercial
FL Master Site File #	8NA01098
Year Built:	1957 (FMSF)
Contributing Status:	Non-Contributing

All required application materials have been received. All fees have been paid. All required notices have been made.





SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is proposing to renovate the south and east elevations and add a rooftop terrace with canopy. Proposed alterations to the structure include: painting structure including brick, installation of railings at front landscape bed, conversion of landscape beds to reflecting pond, installation of boat shaped window at center street elevation, replacement of storefront windows, creation of round windows at east elevation, expansion of existing doorway at east elevation, and addition of a rooftop canopy with mechanical shaft and cable railing.

APPLICABLE GUIDELINES:

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION
CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE
DOWNTOWN HISTORIC DISTRICT GUIDELINES
CITY OF FERNANDINA BEACH COMPREHENSIVE PLAN

ANALYSIS:

Constructed in 1957, this one-story mid-century modern commercial structure represents a shift in architectural styles in downtown Fernandina Beach and is indicative of architectural trends in the post WWII era.

The Florida Master Site File (8NA01098) indicates that this "…resource retains much of its historic integrity and stands within the historic district, it appears to be potentially eligible to the district." Although the building could not currently be included in the district because it falls outside the current period of significance, the opportunity exists to explore a second period of significance for downtown. This would take into account all of the mid-century resources that are indicative of this period of development. When assessing structures, integrity is a key factor in whether or not a structure contributes.

Staff is concerned that the level of alterations being proposed undermine the structures historic integrity. Many elements are being added to the structure which do not have any basis in the original design, which featured simple lines and emphasis on the horizontality. Utilizing the rooftop is allowable, but the proposed canopy does not relate to the architecture of the building and will be highly visible from multiple sides of the building. As designed, the rooftop canopy will be a visual detraction to the building and the district as a whole.

The applicant has applied for final approval of this project, but staff is recommending that the board take this opportunity to discuss this project, and our mid-century resources in general, allowing the applicant time to address the concerns and resubmit for final approval at a future date.

The Fernandina Beach 2030 Comprehensive Plan states in *Policy 11.08.01* that "the City shall encourage protection, preservation, and revitalization of historic non-designated structures and neighborhoods.

STAFF RECOMMENDATION:

Staff finds that the requested action, as presented, is not consistent with the Comprehensive Plan, Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines.

Staff recommends:
Denial of HDC 2019-37
Or
Continuation to Date Certain

MOTION TO CONSIDER:

I move to **approve or deny** HDC case number 2019-37 **with or without** conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

That HDC case 2019-37, as presented, **is or is not** substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

LIST OF EXHIBITS:

EXHIBIT 1 **HDC 2019-37 Application and Backup Materials**

EXHIBIT 2 **Florida Master Site File 8NA01098**

EXHIBIT 3 ***Midcentury Commercial Design Evaluation and Preservation: An Opportunity for Commissions*. Carol J. Dyson, AIA. The Alliance Review. Spring 2017.**

Respectfully Submitted,

Salvatore J. Cumella
Historic Preservation Planner

HDC 2019-37

EXHIBIT 1

Application & Backup Materials

HDC 2019-0037

REC'D: 10/17/19 BY:

INVOICE #: 4914

PAYMENT: 250.00 TYPE: CK#3348

APPLICATION COMPLETE: Y____ N____

PRE-CONFRENCE: Y____ N____ DATE _____

BOARD MEETING DATE: _____

PLANNER: _____ DATE: _____

____ **APPROVED** ____ **DENIED**

APPLICATION FOR HISTORIC DISTRICT COUNCIL CERTIFICATE OF APPROVAL (COA)

APPROVAL TYPE:
- ☐ Staff Approval
- ☑ Board Approval: Conceptual _____ or Final ✓

PROJECT TYPE:

☐ New Construction ☑ Addition ☑ Alteration ☐ Relocation ☑ Demolition ☐ Variance

☐ Repair ☐ Paint ☐ Fence ☐ Sign ☐ Re-roof ☐ Other: _____

PROPERTY INFORMATION *Property information can be found at the Nassau County Property Appraiser's Website → Map Search*

Street Address: _____

Historic District: ☑ Downtown ☐ Old Town ☐ CRA Waterfront

Parcel Identification Number(s): 00-00-31-1800-0030-0140

Zoning District: C-3 Lot / Block Number (optional) BLOCK 30

Owner of Record	As recorded with the Nassau County Property Appraiser
Owner(s) Name	FIRST PRESBYTERIAN CHURCH FERNANDINA BEACH
Company (if applicable)	
Street Address	515 CENTRE ST
City State Zip	FERNANDINA BEACH, FL 32034
Telephone Number	904-261-3837
Email Address	

Applicant or Agent	If other than owner. If an agent will be representing the owner, an *Owner's Authorization For Agent Representation* form must be included
Applicant Name	MARK H. AKINS
Company (if applicable)	RICE ARCHITECT
Street Address	961687 GATEWAY BLVD SUITE 201H
City State Zip	AMELIA ISLAND, FLORIDA 32034
Telephone Number	904-491-0072
Email Address	MHAKINS@RICEARCHITECT.COM

PROJECT DESCRIPTION (REQUIRED)

Part 1. Describe The Existing Conditions and Materials. Describe the existing structure(s) on the subject property in terms of the construction materials and site conditions, as well as the surrounding context.

The Current building is mid-century style with a brick finish, glass facade and corner common to the MCM movement.
Neighboring buildings include various styles such as Spanish Revival, Neo-Classical and Mediterranean Influence

Part 2. Describe The Proposed Project and Materials. Describe the proposed project in terms of size, affected architectural elements, materials, and relationship to the existing structure(s). Attach further description sheets, if needed.

The youth center (The Anchor) will be renovated, a new elevator will be installed with (3) stops main floor, classroom floor, rooftop terrace.
The new rooftop terrace is envisioned with an open canopy with steel columns and a metal roof giving a covered area of roughly 800 square feet. The staircase will be added within the existing footprint with a glass enclosure and steel railing in the interest of continuing the MCM style.

List proposed materials and colors, as applicable (use additional sheet if necessary):

Project Scope	Manufacturer	Product Description	FL Product Approval #	Color (Name/Number)
Exterior Fabric				
Doors	ANDERSON	ARCHITECTURAL SERIES		Black Anodized
Windows	ANDERSON	ARCHITECTURAL SERIES		Black Anodized
Roofing	1ST COAST METAL ROOF	STANDING SEAM		
Fascia/Trim				
Foundation				
Shutters				
Porch/Deck				
Fencing				
Driveways/Sidewalks				
Signage				
Other				

PLEASE SUBMIT ALL PRODUCT BROCHURES, PAINT COLOR SAMPLES, AND MATERIAL SAMPLES WITH YOUR APPLICATION.

HISTORIC DISTRICT COUNCIL APPLICATION CHECKLIST

These requirements are not inclusive of the requirements for the proposed work. The Department of Planning & Conservation may require additional drawings, specifications or information in order to complete the application review.

CONCEPTUAL APPROVALS

Conceptual approvals are provided by the HDC as a courtesy to the applicant in an effort to allow comment from the historic district council and citizens during the conceptual design process. The HDC will provide the applicant with feedback and guidance relating to the proposal and take a vote to indicate whether the board feels the proposal is adequately appropriate to proceed. In all cases, the applicant must return to the HDC to seek final approval of their projects. There is no additional fee for this review above the Certificate of Approval fee.

STAFF REVIEW OR BOARD REVIEW FINAL APPROVAL

THE FOLLOWING MUST BE PROVIDED IN ORDER TO BE A COMPLETE APPLICATION FOR STAFF APPROVAL OR FINAL APPROVAL BY THE BOARD:

Applicant (Initials)	Please submit 1 copy of each of the following:	Staff (Initials)
	Proof of ownership (copy of deed or tax statement)	
	11x17 signed, sealed, scaled survey of property. Completed within the last 2 years.	
	11x17 scaled site plan of the proposed work, including lot dimensions, setbacks, finished floor elevations, and any changes as a result of proposed building footprints	
	Site plan **must** show all trees greater than 5" diameter at breast height (DBH) and indicate any trees that are to be removed as part of the scope of work.	
	Photographs of the existing site and existing buildings if any, including views from the street. EMAILED	
	11x17 drawings to scale showing ALL existing and proposed exterior elevations of primary and/or accessory buildings. Existing vs. proposed features should be clearly delineated with labels, shading, and/or hatching.	
	Elevations **must** include specific material and detail information with call outs that define all visible exterior elements, such as (but not limited to): wall finishes, foundation wall finish, corner-boards, water-tables, barge-boards, cornice trim, door trim, window trim, column elements, railings, roof fascia, balcony trim elements, supporting/decorative brackets, gable end decorative elements, shutters, roof finishes, chimney finish, privacy fences, picket fences, gates, utility yard screens, gazebos, outdoor shower screens, etc. Provide specific detail views of features that cannot be called out with notes on the elevations. Examples include porch details, pier elements, lattice infill components, soffit and cornice trim detailing, etc.	
	Elevations and/or site plan **must** show all proposed mechanical and plumbing equipment (HVAC, hood vents, backflow preventers, etc.)	
	Product/material details and specifications, including brochures or printouts, for any proposed material as applicable and not limited to: doors, windows, roofing, exterior fabric, fascia/trim, shutters, fencing, sidewalk/driveway, landscaping, foundation, porch/deck, sheds, and proposed colors for ALL surfaces to be painted/stained/treated.	
	New construction applications **must** show context of project within existing streetscape.	
	For any fencing proposed to be located on a common property line, written consent of the adjacent property owners shall be provided as required by LDC 5.01.10(B).	

CERTIFICATION (REQUIRED)

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and have read and understand the following:

1. I/We hereby attest to the fact that the above supplied property address(es), parcel number(s) and legal description(s) is (are) the true and proper identification of the area of this petition.

2. I/We authorize staff from the Community Development Department to enter onto the property in question during regular city business hours in order to take photos which will be placed in the permanent file.

3. I/We understand that the COA review time period will not commence until the application is deemed complete by staff and may take up to 10 days to process. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

4. I/We understand that, for Board review cases, an agenda and staff report will be available on the City's website approximately one week before the Historic District Council meeting.

5. I/We understand that the Historic District Council meetings are conducted in a quasi-judicial hearing and as such, ex-parte communications are prohibited (Communication about your project with a Historic District Council member).

6. I/We understand that the approval of this application by the Historic District Council or staff in no way constitutes approval of a Building Permit for construction from the City of Fernandina Beach Building Department.

7. I/We understand that all changes to the approved scope of work stated in a COA have to be approved by the HDC before work commences on those changes. There will be no charge for a revision to a COA. Making changes that have not been approved can result in a Stop Work Order being placed on the entire project and/or additional fees/penalties.

8. I/We understand that any decision of the HDC may be appealed to the City Commission, with the exception of variances, which may be appealed to a court of record as outlined in Section 10.02.04(D) of the Land Development Code. Petitions to appeal shall be presented within thirty (30) days after the decision of the HDC; otherwise the decision of the HDC will be final.

*9. I/We understand that Certificates of Approval are only valid for **one year** from issuance. They are renewable for six months without cause, and for an additional six months, upon showing of good cause by the applicant. The applicant must submit all requests for extensions in writing and provide appropriate support documentation, if needed.*

10/16/2019
Date

Signature of Applicant

TARAN R JACKSON
Notary Public - State of Florida
Commission # GG 354841
My Comm. Expires Aug 17, 2023
Bonded through National Notary Assn.

STATE OF FLORIDA
ss
COUNTY OF NASSAU

Subscribed and sworn to in my presence this 17th day of October, 2019, by Mark Atkins.

Notary Public Signature

Taran Jackson
Printed Name

08/17/23
My Commission Expires

Personally Known ____ OR Produced Identification ____ ID Produced: ____

USE THIS FORM TO: Authorize an agent to make application and represent the owner of record.

OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE FIRST PRESBYTERIAN CHURCH FERNANDINA BEACH – JOHN R. HAWLEY
(print name of property owner(s))

hereby authorize: MARK H AKINS (RICE ARCHITECT LLC.)
(print name of agent)

to represent me/us in processing an application for: HDC COA
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

(Signature of owner)

John R. Hawley
(Print name of owner)

(Signature of owner)

John R. Hawley
(Print name of owner)

STATE OF FLORIDA
COUNTY OF NASSAU } ss

MERENA C. JONES
MY COMMISSION # FF 944191
EXPIRES: January 29, 2020
Bonded Thru Notary Public Underwriters

Subscribed and sworn to in my presence this 17th day of October, 2019, by John R. Hawley.

Merena C. Jones
Notary Public: Signature

Merena C. Jones
Printed Name

My Commission Expires

Personally Known _____ OR Produced Identification ✓ ID Produced: Drivers Lic.

```
BLOCK 30 LOT 14                    FIRST PRESBYTERIAN CHURCH OF   00-00-31-1800-0030-0140          Nassau County  2019 R
IN OR 914/1992                     FERNANDINA BEACH INC                                                    CARD 001 of 002
CITY OF FDNA BEACH                 9 NORTH 6TH ST                          PRINTED  7/23/2019 11:25          BY  MIKEH
                                   FERNANDINA BEACH, FL 32034              APPR    12/06/2018 KK
```

BUSE	009200	ED RELIGOS		AE? N		3203	HTD AREA	95.059	INDEX	1002.00	FB CENTRE STREE		PUSE	007100	CHURCHES
MOD	4	COMMERCIAL	BATH			3247	EFF AREA	65.876	E-RATE	110.000	INDX	STR 22- 3N- 28			
EXW	05	AVERAGE	FIXT		5	213,898	RCN			1957	AYB	MKT AREA 01			262,957 BLDG
50%	19	COMMON BRK	BDRM			81.00	%GOOD	173,257	B BLDG VAL	1980	EYB	APPR 7			0 XFOB
RSTR	04	WOOD TRUSS	RMS		2							AC			175,000 LAND
RCVR	04	BUILT-UP	UNTS			◆FIELD CK:	12/06/2018 KK				◆	NTCD			0 CLAS
%		.	C-W%		21	◆LOC:	515 CENTRE ST FERNANDINA BEACH				◆	APPR CD			0 MKTUSE
INTW	05	DRYWALL	HGHT		14	◆					◆	CNDO			437,957 JUST
%		.	PMTR			◆	+----------50----------+				◆	SUBD			437,957 APPR
FLOR	07	CORK/VTILE	STYS		1.0	◆	IBAS1993 I				◆	BLK			
20%	14	CARPET	ECON			◆	I I				◆	LOT			0 SOHD
HTTP	04	AIR DUCTED	FUNC			◆	I I				◆	MAP# 6C/23S			437,957 ASSD
A/C	04	ROOF TOP	SPCD			◆	I I				◆	02			437,957 EXPT
Q	03	CLASS	DEPR	03		◆	I I				◆	TXDT 002			0 COTXBL
F		.	SPRK	.		◆	I I				◆				
SIZE	02	L-SHAPED	UD-2	.		◆	I 5				◆	BLDG TRAVERSE			
CEIL	01	FIN.SUSPD	UD-3	.		◆	I 2				◆	BAS1993= W50 S67 E13 CAN1993= E37 N15 W3 S			
ARCH		N/A	UD-4	.		◆	I I				◆	12 W34 S3$ N3 E34 N12 E3 N52$.			
FRME	03	MASONRY	UD-5	.		◆	6 I				◆				
KTCH		.	UD-6	.		◆	7 I				◆				
WNDO		.	UD-7	.		◆	I I				◆				
CLAS		.	UD-8	02	DIST F	◆	I I				◆				
OCC		.	UD-9		.	◆	I I				◆				
COND		.	%		.	◆	I +-+				◆	PERMITS			
SUB	A-AREA	%	E-AREA		SUB VALUE	◆	I I I				◆	NUMBER	DESC	AMT	ISSUED
BAS93	3203	100	3203		170909	◆	I 1 1				◆	20053028	REPAIR/RRF	43,000	11/15/2005
CAN93	147	30	44		2348	◆	I 2 5				◆	2003940	REMODEL	180,000	9/11/2000
						◆	I +---------34--------+ I				◆	SALE			
						◆	+---13--+CAN1993---37---------+				◆	BOOK	PAGE	DATE	PRICE
						◆					◆	914	1992	1/11/2000 U I	425000
						◆					◆	GRANTOR PAW PRINT PROPERTIES INC			
						◆					◆	GRANTEE FIRST PRESBYTERIAN CHURCH OF FDNA			
						◆					◆	897	1766	9/01/1999 U I	100
						◆					◆	GRANTOR GOSETTO ALEX & J DENNIS POLLACK			
TOTAL	3350		3247		173257							GRANTEE PAW PRINT PROPERTIES INC			

---EXTRA FEATURES---------- FIELD CK: ----------

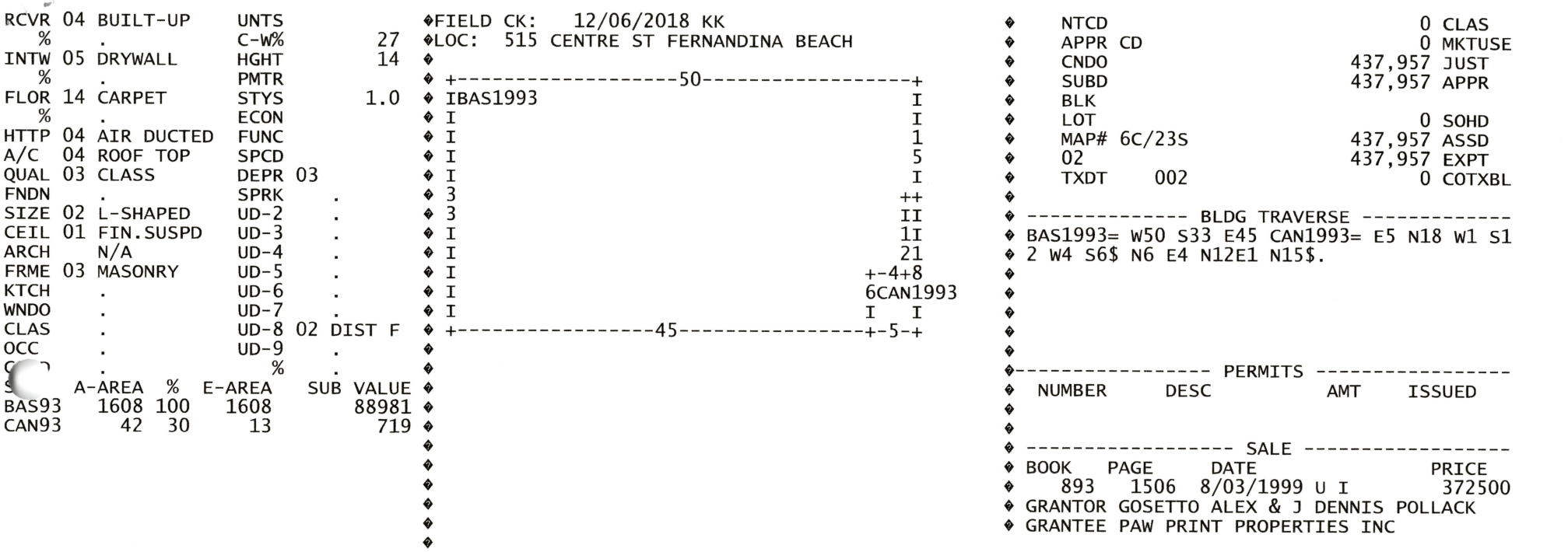
AE	BN	CODE	DESC	LEN	WID	HGHT	QTY	QL	YR	ADJ	UNITS	UT	PRICE	ADJ UT PR	SPCD %	%GOOD	XFOB VALUE

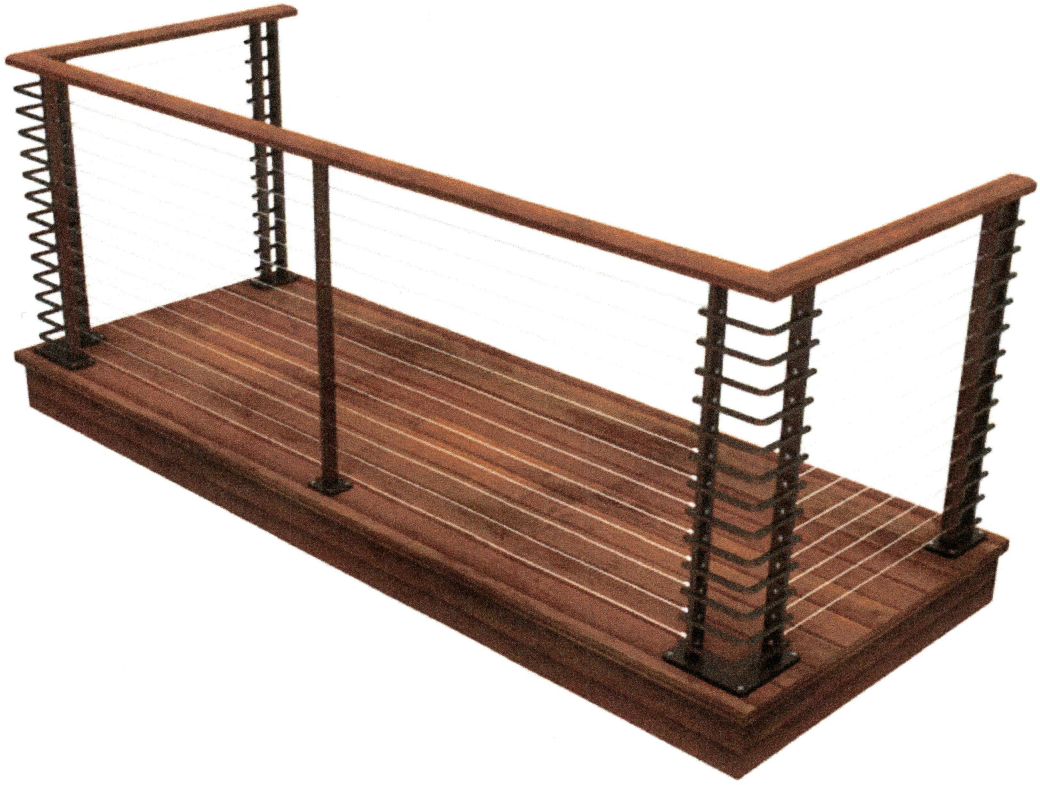
	LAND	DESC	ZONE	ROAD	{UD1	{UD3	FRONT	DEPTH	FIELD CK: 12/06/2018 KK					
AE	CODE		TOPO	UTIL	{UD2	{UD4	BACK	DT	ADJUSTMENTS	UNITS	UT	PRICE	ADJ UT PR	LAND VALUE
N	007100	CHURCH	C-3	0003			50	100	1.00 1.00 1.00 1.00	5000.000	SF	35.000	35.00	175,000

B001 - 515 CENTRE
L001 - FAR 0.5549
B001 - THE ANCHOR FIRST PRESBYTERIAN CHURCH
L001 - OWNS ADJ PARCEL
PRMT - 9/200 INT.REMODEL / NO ADDITIONAL RESTROOMS

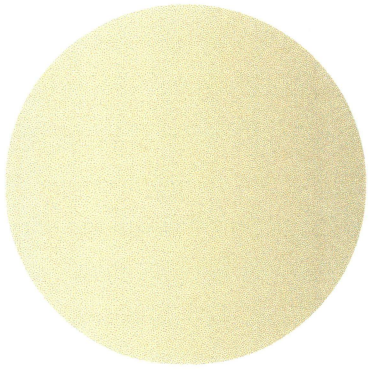
```
BLOCK 30 LOT 14                    FIRST PRESBYTERIAN CHURCH OF   00-00-31-1800-0030-0140          Nassau County  2019 R
IN OR 914/1992                     FERNANDINA BEACH INC                                                    CARD 002 of 002
CITY OF FDNA BEACH                 9 NORTH 6TH ST                          PRINTED  7/23/2019 11:25          BY  MIKEH
                                   FERNANDINA BEACH, FL 32034              APPR    12/06/2018 KK
```

BUSE	009200	ED RELIGOS		AE? N		1608	HTD AREA	98.581	INDEX	1002.00	FB CENTRE STREE		PUSE	007100	CHURCHES
MOD	4	COMMERCIAL	BATH			1621	EFF AREA	68.316	E-RATE	110.000	INDX	STR 22- 3N- 28			
EXW	15	CONC BLOCK	FIXT		3	110,741	RCN			1957	AYB	MKT AREA 01			262,957 BLDG
50%	19	COMMON BRK	BDRM			81.00	%GOOD	89,700	B BLDG VAL	1980	EYB	APPR 7			0 XFOB
RSTR	04	WOOD TRUSS	RMS		9							AC			175,000 LAND

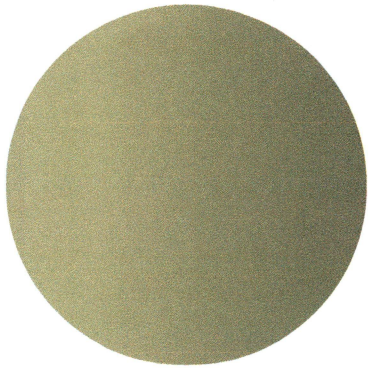

RCVR 04 BUILT-UP
% .
INTW 05 DRYWALL
% .
FLOR 14 CARPET
% .
HTTP 04 AIR DUCTED
A/C 04 ROOF TOP
QUAL 03 CLASS
FNDN .
SIZE 02 L-SHAPED
CEIL 01 FIN.SUSPD
ARCH N/A
FRME 03 MASONRY
KTCH .
WNDO .
CLAS .
OCC .
C .
S A-AREA % E-AREA SUB VALUE
BAS93 1608 100 1608 88981
CAN93 42 30 13 719
UNTS
C-W% 27
HGHT 14
PMTR
STYS 1.0
ECON
FUNC
SPCD
DEPR 03
SPRK .
UD-2 .
UD-3 .
UD-4 .
UD-5 .
UD-6 .
UD-7 .
UD-8 02 DIST F
UD-9 .
% .
FIELD CK: 12/06/2018 KK
LOC: 515 CENTRE ST FERNANDINA BEACH
50
IBAS1993
45
+-4+8
6CAN1993
+-5-+
NTCD 0 CLAS
APPR CD 0 MKTUSE
CNDO 437,957 JUST
SUBD 437,957 APPR
BLK
LOT 0 SOHD
MAP# 6C/23S 437,957 ASSD
02 437,957 EXPT
TXDT 002 0 COTXBL
BLDG TRAVERSE
BAS1993= W50 S33 E45 CAN1993= E5 N18 W1 S1
2 W4 S6$ N6 E4 N12E1 N15$.
PERMITS
NUMBER DESC AMT ISSUED
SALE
BOOK PAGE DATE PRICE
893 1506 8/03/1999 U I 372500
GRANTOR GOSETTO ALEX & J DENNIS POLLACK
GRANTEE PAW PRINT PROPERTIES INC



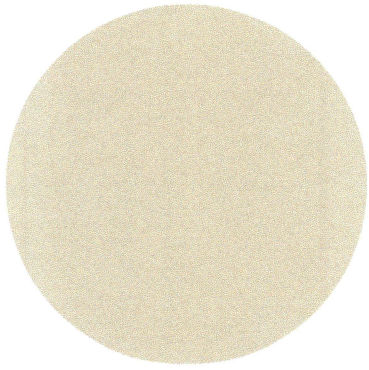
Metal Panels Inc.



Champagne Met. SR .37



Antique Copper Met. SR .26



Ash Gray SR .39



CITY OF FERNANDINA BEACH

HISTORIC DISTRICT COMMITTEE SUBMITTAL

FIRST PRESBYTERIAN CHURCH

ANCHOR YOUTH CENTER

515 CENTRE ST FERNANDINA BEACH, FL 32034

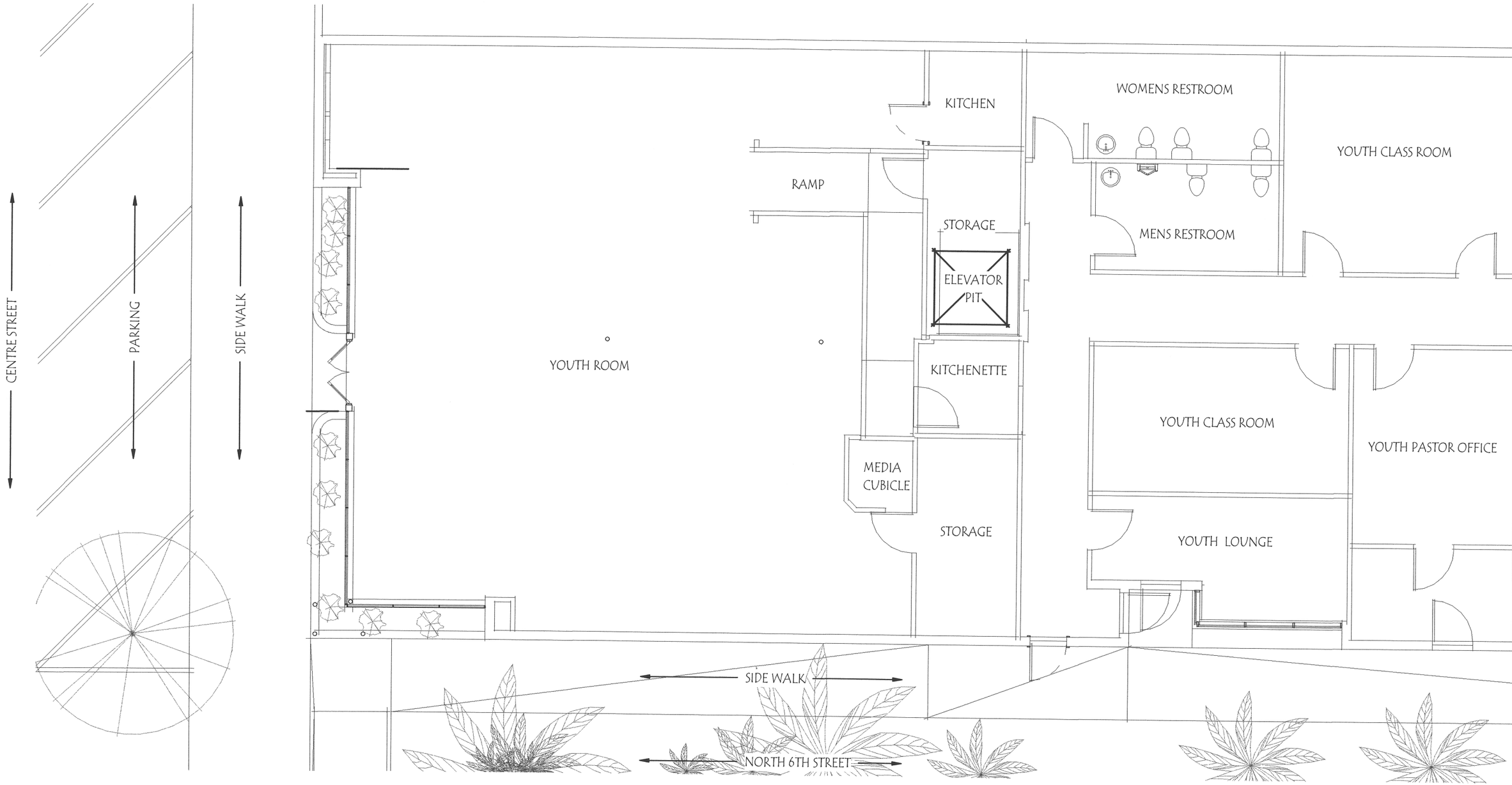
THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

ARCHITECT

515 CENTRE ST FERNANDINA BEACH, FL 32034

B0.0



EXISTING - FIRST FLOOR PLAN

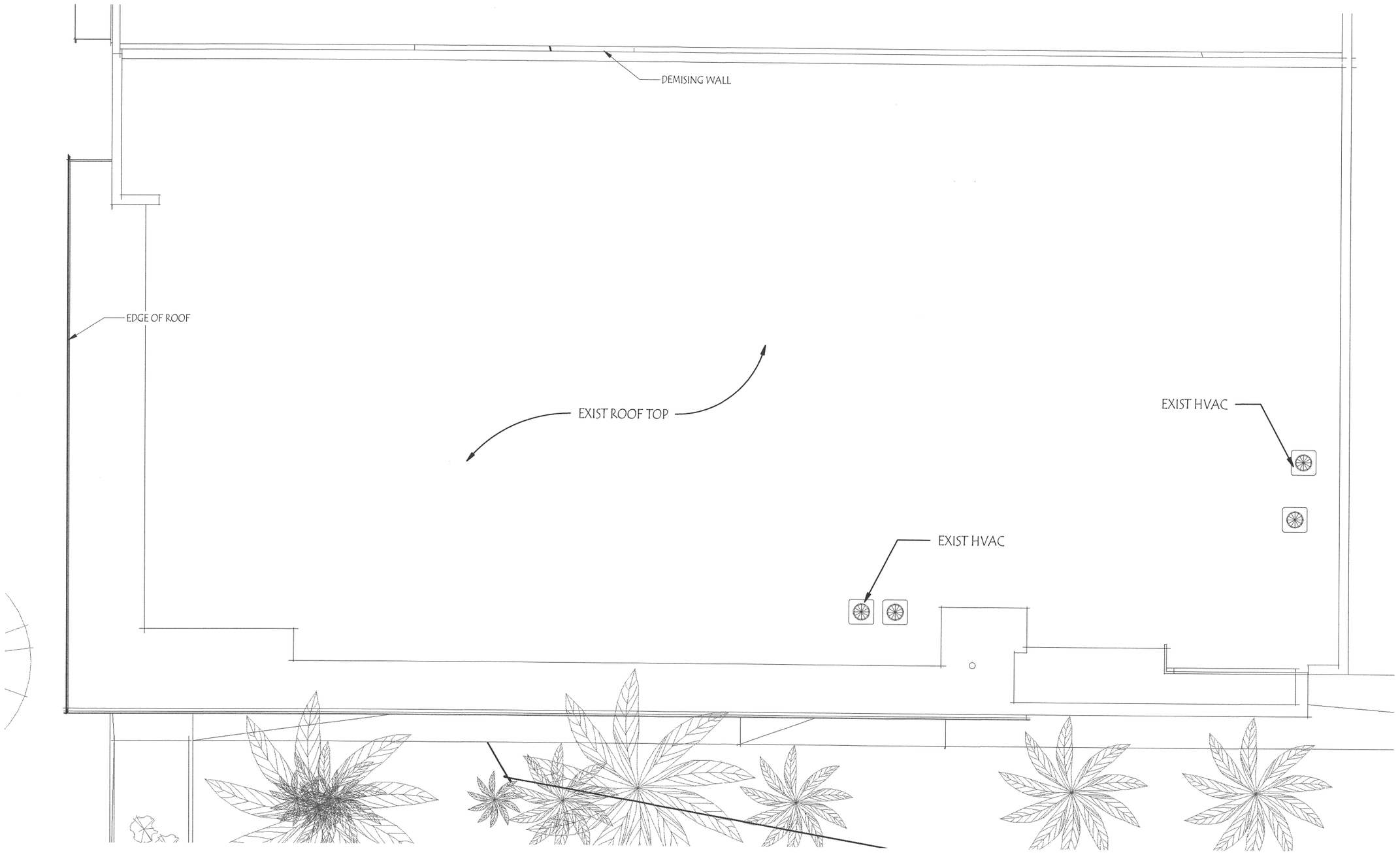
SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

ARCHITECT

515 CENTRE ST FERNANDINA BEACH, FL 32034



EXISTING - ROOF PLAN M

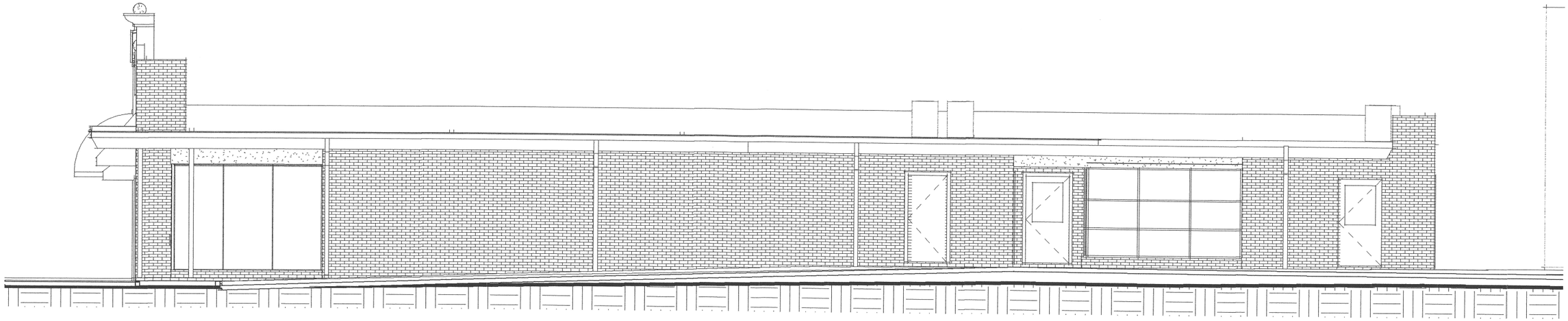
SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

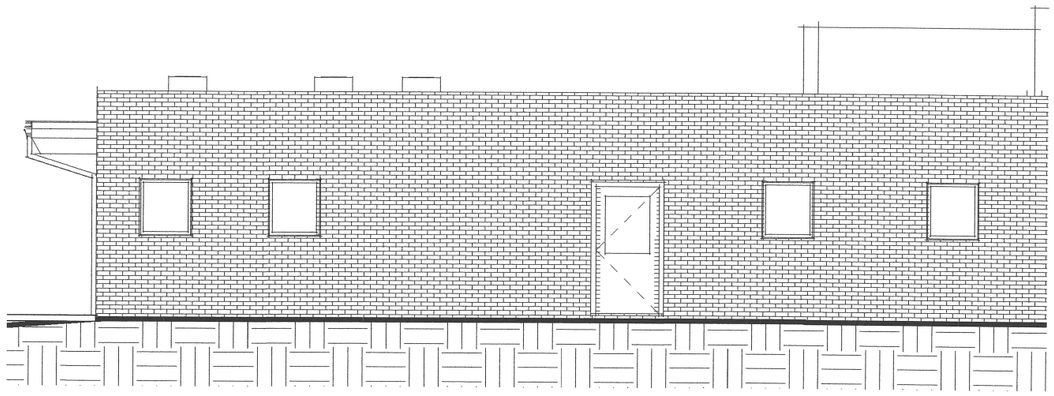
ARCHITECT

515 CENTRE ST FERNANDINA BEACH, FL 32034



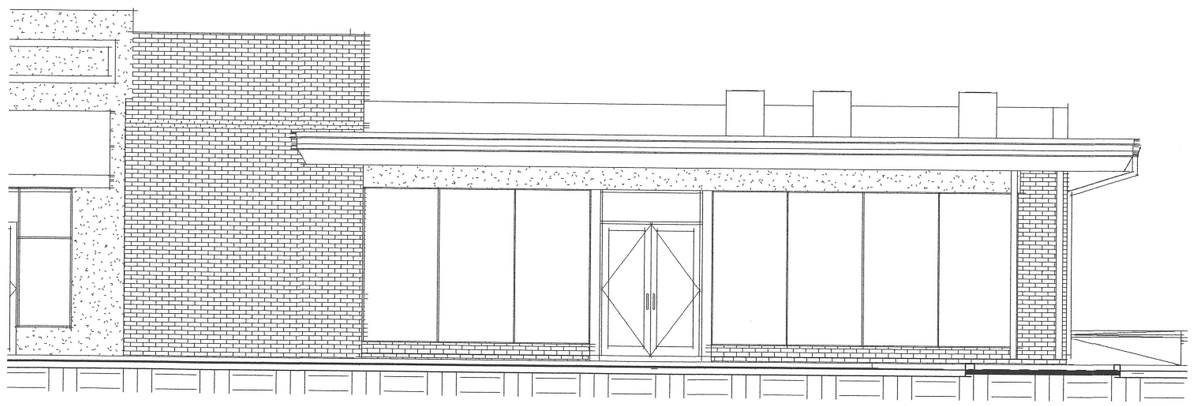
EXIST - NORTH 6TH STREET ELEVATION

SCALE: 1/8" = 1'-0"



EXIST - NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EXIST - CENTRE STREET ELEVATION

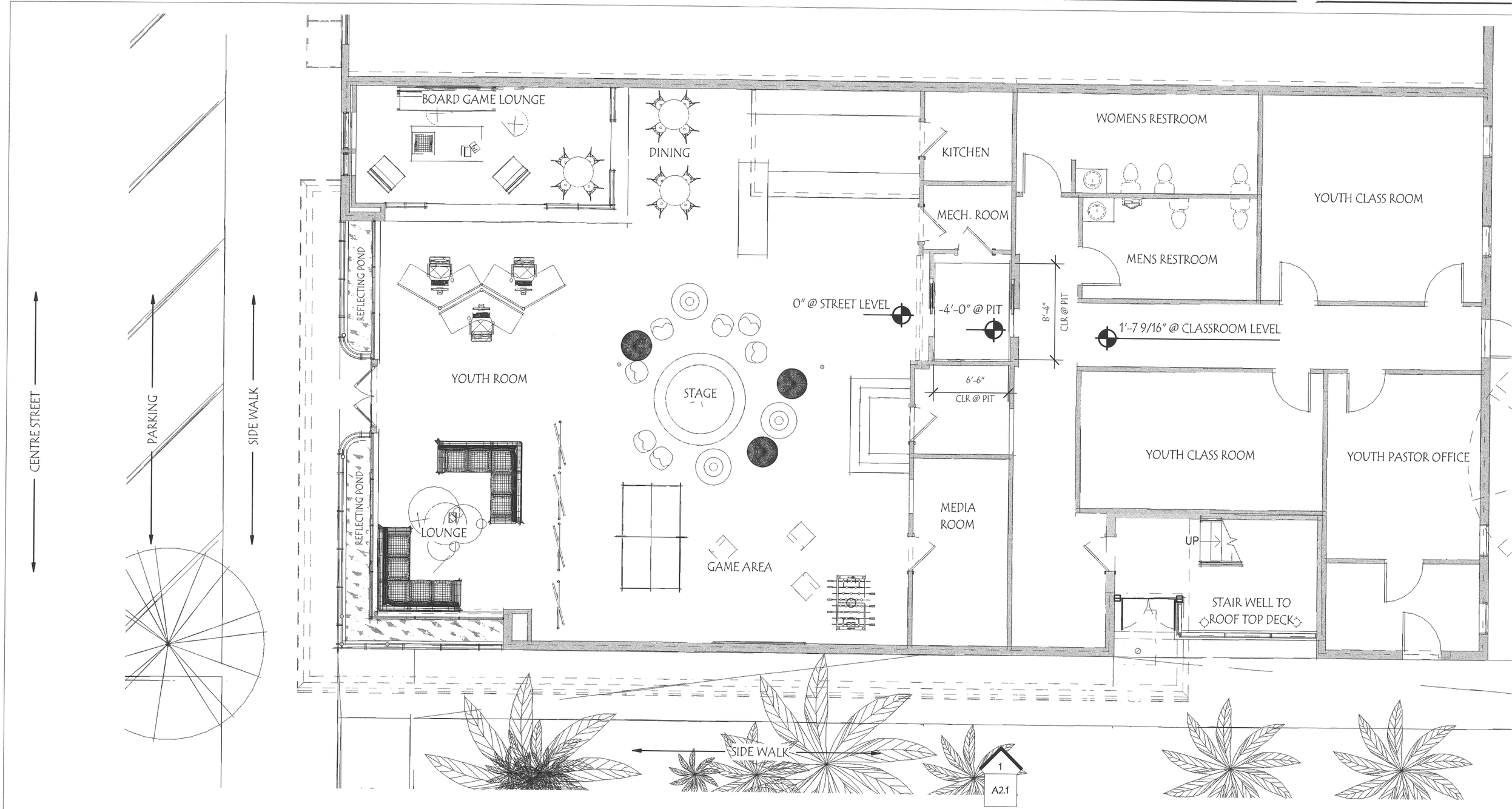
SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

ARCHITECT

515 CENTRE ST FERNANDINA BEACH, FL 32034



PROPOSED - FLOOR PLAN

SCALE: 1/8" = 1'-0"

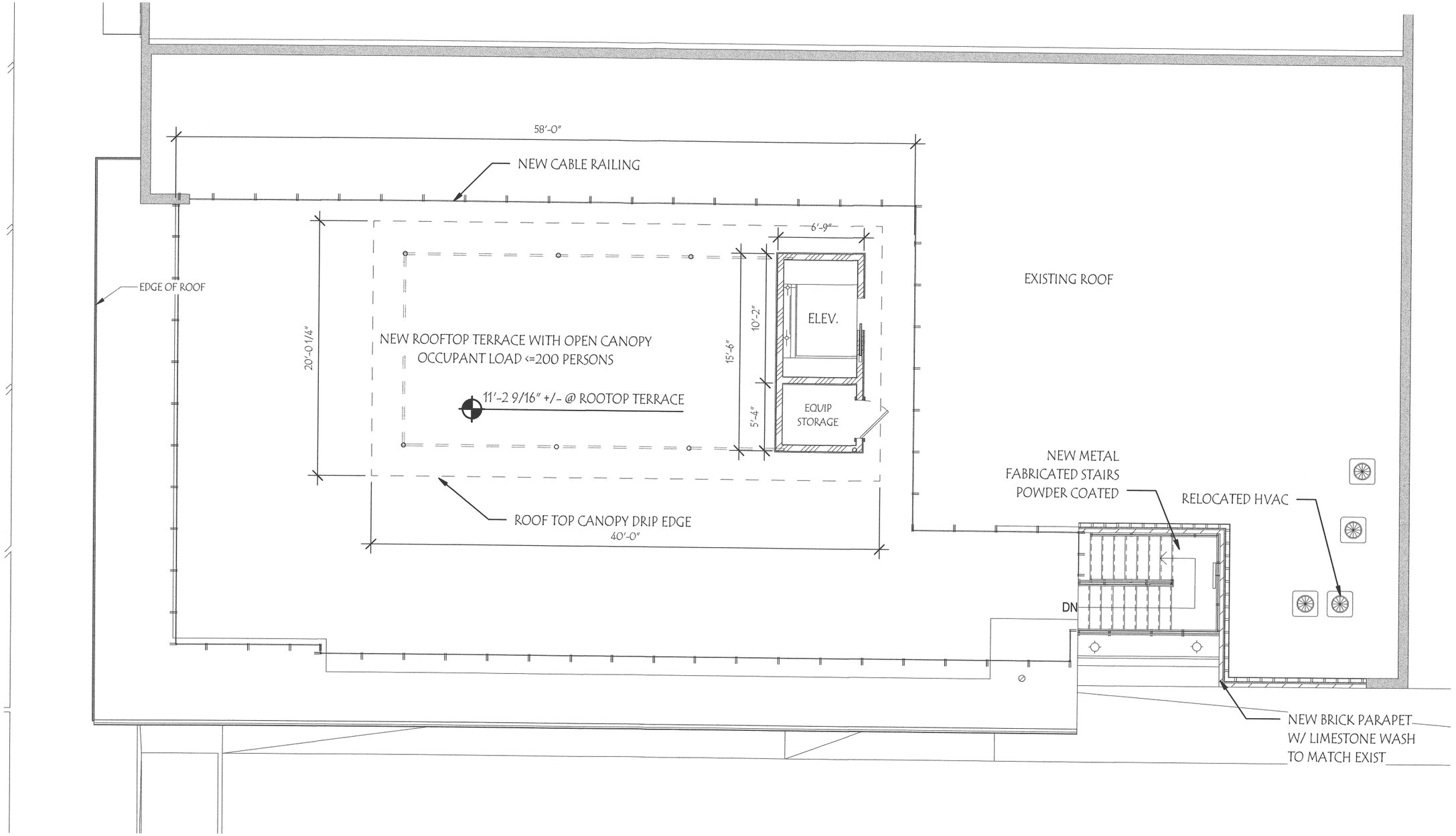
THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

ARCHITECT

515 CENTRE ST FERNANDINA BEACH, FL 32034

B4.0



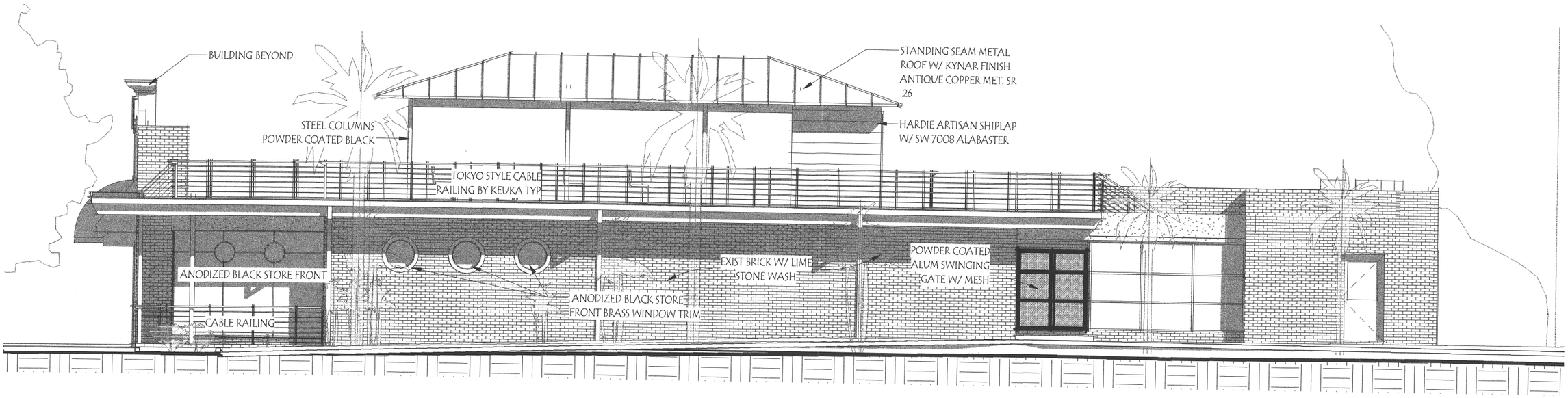
PROPOSED - ROOF PLAN

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

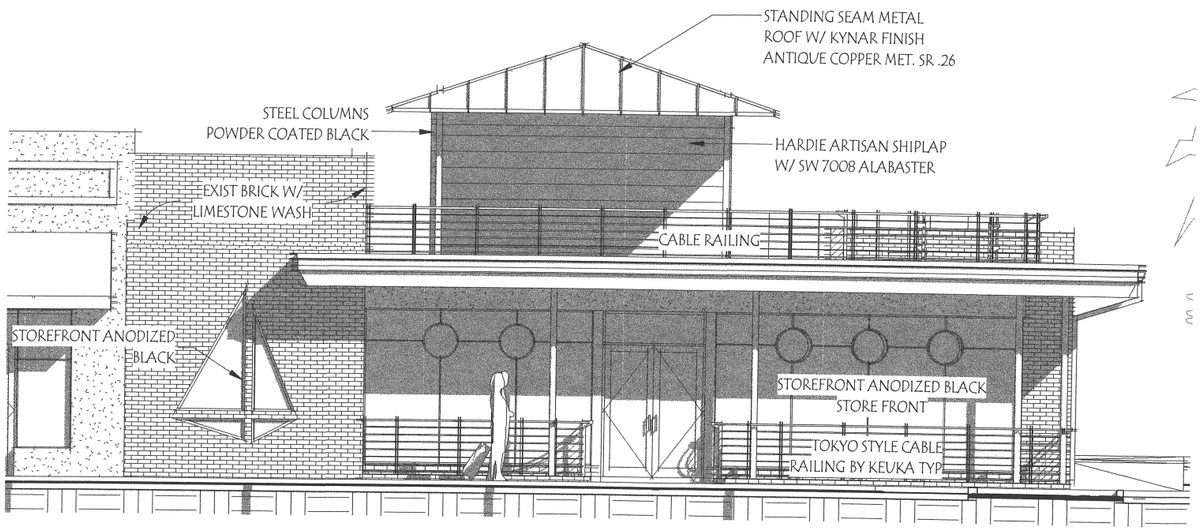
ISSUE DATE: 11/20/2019

ARCHITECT
515 CENTRE ST FERNANDINA BEACH, FL 32034



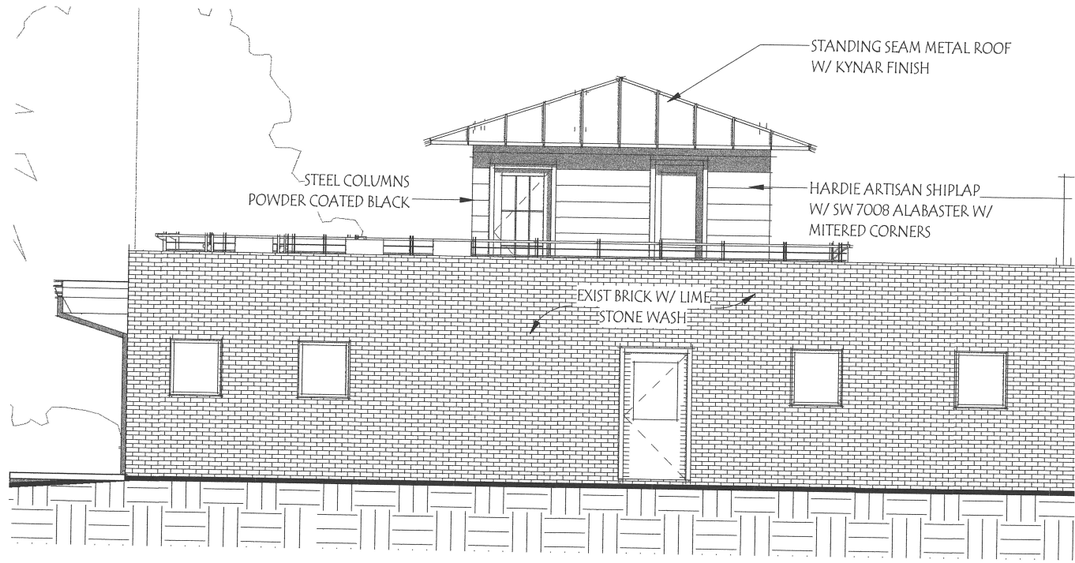
PROPOSED - NORTH 6TH STREET ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED - CENTRE STREET ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED - REAR ELEVATION

SCALE: 1/8" = 1'-0"

THE ANCHOR YOUTH CENTER

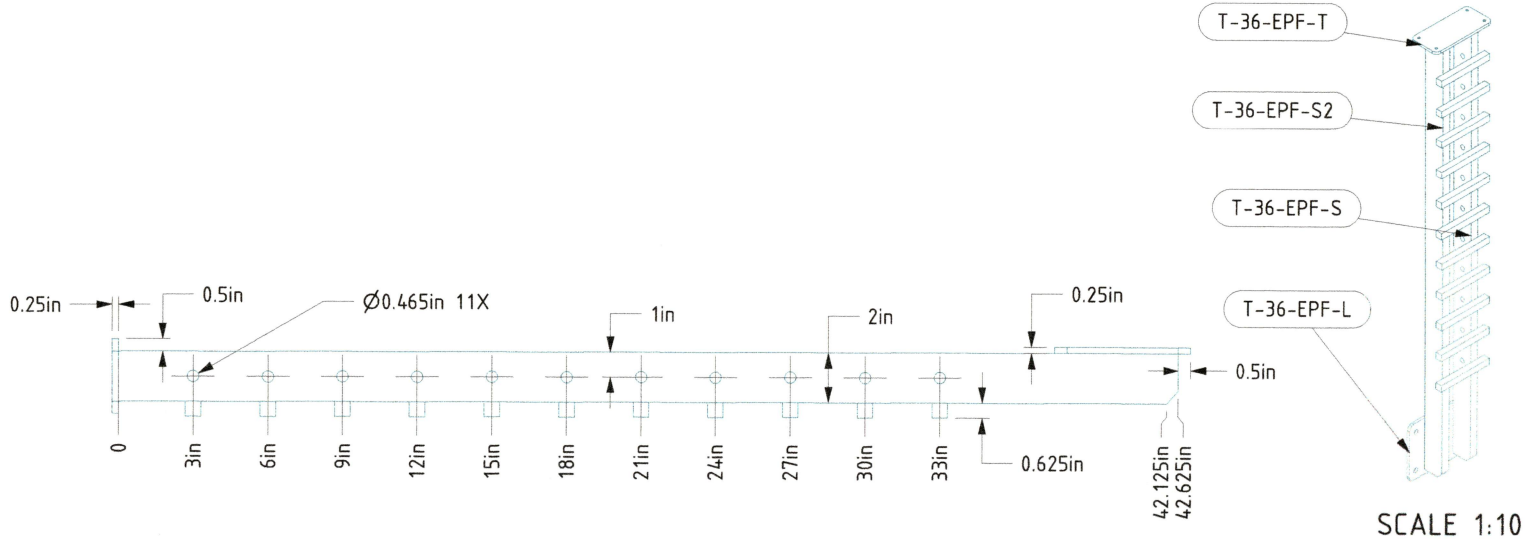
ISSUE DATE: 11/20/2019

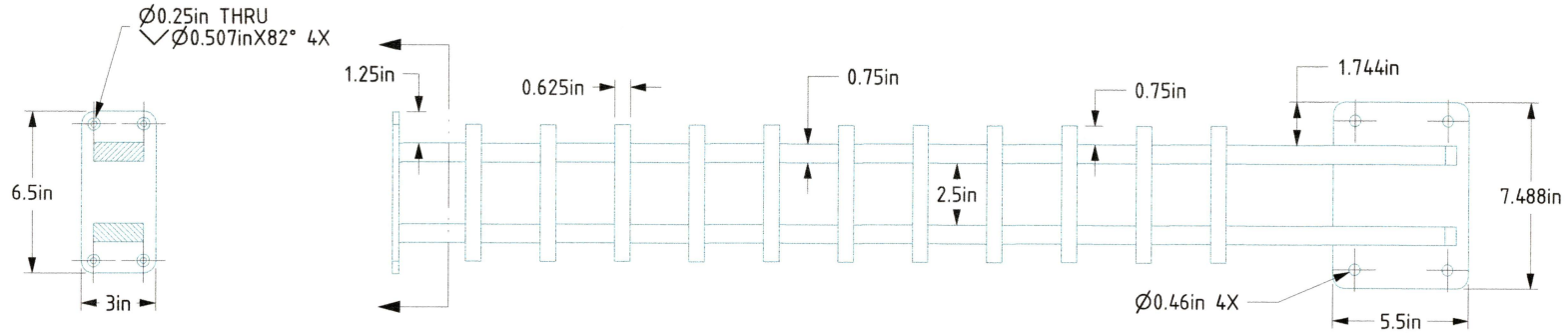
ARCHITECT

515 CENTRE ST FERNANDINA BEACH, FL 32034

B6.0

ITEM NO.	PART NUMBER	QTY
1	Bars	1
2	T-36-EPF-L	1
3	T-36-EPF-S	1
4	T-36-EPF-S2	1
5	T-36-EPF-T	1





NOTES:
STANDARD MATERIAL & FINISH:
- A-36 STEEL POWDER COATED

ADDITIONAL MATERIAL OPTIONS:
- A-36 STEEL GALVINIZED
- TYPE 304 STAINLESS STEEL
- TYPE 316 STAINLESS STEEL

MATERIAL: SEE NOTE
FINISH: SEE NOTE
COLOR:
LOCATION:
QUANTITY:

KEUKA STUDIOS
FINE ARCHITECTURAL METAL WORK

1011 Rush Henrietta Townline Road
Rush, NY 14543
P 585-467-4570
F 585-427-8598
www.keuka-studios.com

PROJECT: T-36-EPF-RH
PART: T-36-EPF
DRAWN BY: JT
DATE: 12/9/14
SCALE: 1:5
REVISION:
SIZE: B
SHEET: 1 OF: 1

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EXISTING BUILDING PHOTOS

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



PROPOSED VIEW A

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

ARCHITECT

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



PROPOSED VIEW B

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

B8.0

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

ARCHITECT

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



PROPOSED VIEW C

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

B9.0

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



PROPOSED VIEW D

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

ARCHITECT

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034



PROPOSED VIEW E

THE ANCHOR YOUTH CENTER

ISSUE DATE: 11/20/2019

515 CENTRE ST FERNANDINA BEACH, FL 32034

B10.1

PHONE: 904-491-0072 EMAIL: rrice@ricearchitect.com

ARCHITECT

961687 Gateway Blvd, Suite 201 H, Amelia Island, FL 32034

HDC 2019-37

EXHIBIT 2

FMSF 8NA01098

Florida Master Site File

HISTORICAL STRUCTURE FORM

Electronic Version 1.1.0

Site #8 NA01098
Recorder # 1
Field Date 3/20/2007
Form Date 3/30/2007
FormNo 200703
FormNo = Field Date (YYYYMM)

YCJ

First Site Form Recorded for this Site? NO

GENERAL INFORMATION

Site Name (address if none) 1st Presbyterian Youth Center Multiple Listing (DHR only)
Other Names >>
Survey or Project Name Survey#
National Register Category Building(s)

LOCATION & IDENTIFICATION

Address

Street No.	Direction	Street Name	Street Type	Direction Suffix
515		Centre	Street	

Cross Streets (nearest/ between)
City / Town (within 3 miles) Fernandina Beach In Current City Limits? YES
County Nassau Tax Parcel #(s)
Subdivision Name Block Lot
Ownership
Name of Public Tract (e.g., park)
Route to (especially if no street address)

MAPPING

USGS 7.5' Map Name Publication Date >> FERNANDINA BEACH;2003
Township: Range: Section: 1/4 section: >> 3N ;28E ;22;UNSP
Irregular Section Name:
Landgrant
UTM: Zone Easting Northing
Plat or Other Map (map's name, location)

DESCRIPTION

Style Other Other Style contemporary
Exterior Plan Rectangular Other Exterior Plan
Number of Stories 1
Structural System(s) >> Post and beam
Other Structural System(s)
Foundation Type(s) >> Slab
Other Foundation Types
Foundation Material(s) >> Poured Concrete Footing
Other Foundation Material(s)
Exterior Fabric(s) >> Brick
Other Exterior Fabric(s)
Roof Type(s) >> Flat
Other Roof Type(s)
Roof Material(s) >> Tar & gravel
Other Roof Material(s)
Roof Secondary Structure(s) (dormers etc) >>
Other Roof Secondary Structure(s)
Number of Chimneys
Chimney Material
Other Chimney Material(s)
Chimney Location(s)

HISTORICAL STRUCTURE FORM

8NA01098

DESCRIPTION (continued)

Window Descriptions: fixed

Main Entrance Description (stylistic details):

Porches: #open: #closed: #incised: Location(s):

Porch Roof Types(s):

Exterior Ornament:

Interior Plan: Other Interior Plan:

Condition: Good

Structure Surroundings

Commercial: MOSTly this category Residential:

Institutional: Undeveloped:

Ancillary Features (Number / type of outbuildings, major landscape features):

Archaeological Remains (describe): none

If archaeological remains are present, was an Archaeological Site Form completed?

Narrative Description (optional):

HISTORY

Construction year: 1957

Architect (last name first): Builder (last name first):

Changes in Locations or Conditions

Type of Change	Year of Change	Date Change Noted	Description of Changes
>>			

Structure Use History

Use: Year Use Started: Year Use Ended: >> Private residence;1957;

Other Structure Uses:

Ownership History (especially original owner, dates, profession, etc.):

RESEARCH METHODS

Research Methods: >> FL Master Site File-Cultural Resources

Other research methods:

SURVEYOR'S EVALUATION OF SITE

Potentially Eligible for a Local Register?: Name of Local Register if Eligible:

Idividually Eligible for National Register?: NO

Potential Contributor to NR District?: YES

Area(s) of historical significance: >> Community planning & development

Other Historical Associations:

Explanation of Evaluation (required): Because the resource retains much of its historic integrity and stands within the historic district, it appears to be potentially eligible as a contributor to the historic district.

HISTORICAL STRUCTURE FORM

8NA01098

DOCUMENTATION (Photos, Plans, etc.)

Photographic Negatives or Other Collections Not Filed with FMSF, Including Field Notes, Plans, other Important Documents.

Document type: _____ Maintaining Organization: _____

File or Accession #: _____ Descriptive Information: _____

>> _____

RECORDER INFORMATION

Recorder Name (Last, First) Bland, Myles

Recorder Address / Phone 7035 Phillips HWY Ste. 5-129 Jacksonville, Fl 904-448-4429

Recorder Affiliation Bland & Associates, Inc Other Affiliation _____

Is a Text-Only Supplement File Attached (Surveyor Only)? NO

****** MASTER SITE FILE USE ONLY ******

SHPO's Evaluation of Resource

_____ Date _____

Cultural Resource Type: SS

Electronic Form Used: S110

Form Type Code: NORM

Form Quality Ranking: NEW

Form Status Code: SCAT

Supplement Information Status: NO SUPPLEMENT

Supplement File Status: NO SUPPLEMENT FILE

FMSF Staffer: _____

Computer Entry Date: 6/14/2007

Form Comments: _____

REQUIRED PAPER ATTACHMENTS

(1) USGS 7.5" MAP WITH STRUCTURE PINPOINTED IN RED

(2) LARGE SCALE STREET OR PLAT MAP

(3) PHOTO OF MAIN FACADE, B&W, AT LEAST 3"X5"

NA01098-200703

Supplementary Printout

> **USGS map name/year of publication or revision:**
FERNANDINA BEACH;2003

> **Township/Range/Section/Qtr:**
3N ;28E ;22;UNSP

> **Structural system(s):**
Post and beam

> **Foundation types:**
Slab

> **Foundation materials:**
Poured Concrete Footing

> **Exterior fabrics:**
Brick
Stucco

> **Roof types:**
Flat

> **Roof materials:**
Tar & gravel

> **Roof secondary structures (dormers etc):**

> **Change status/year changed/date noted/nature:**

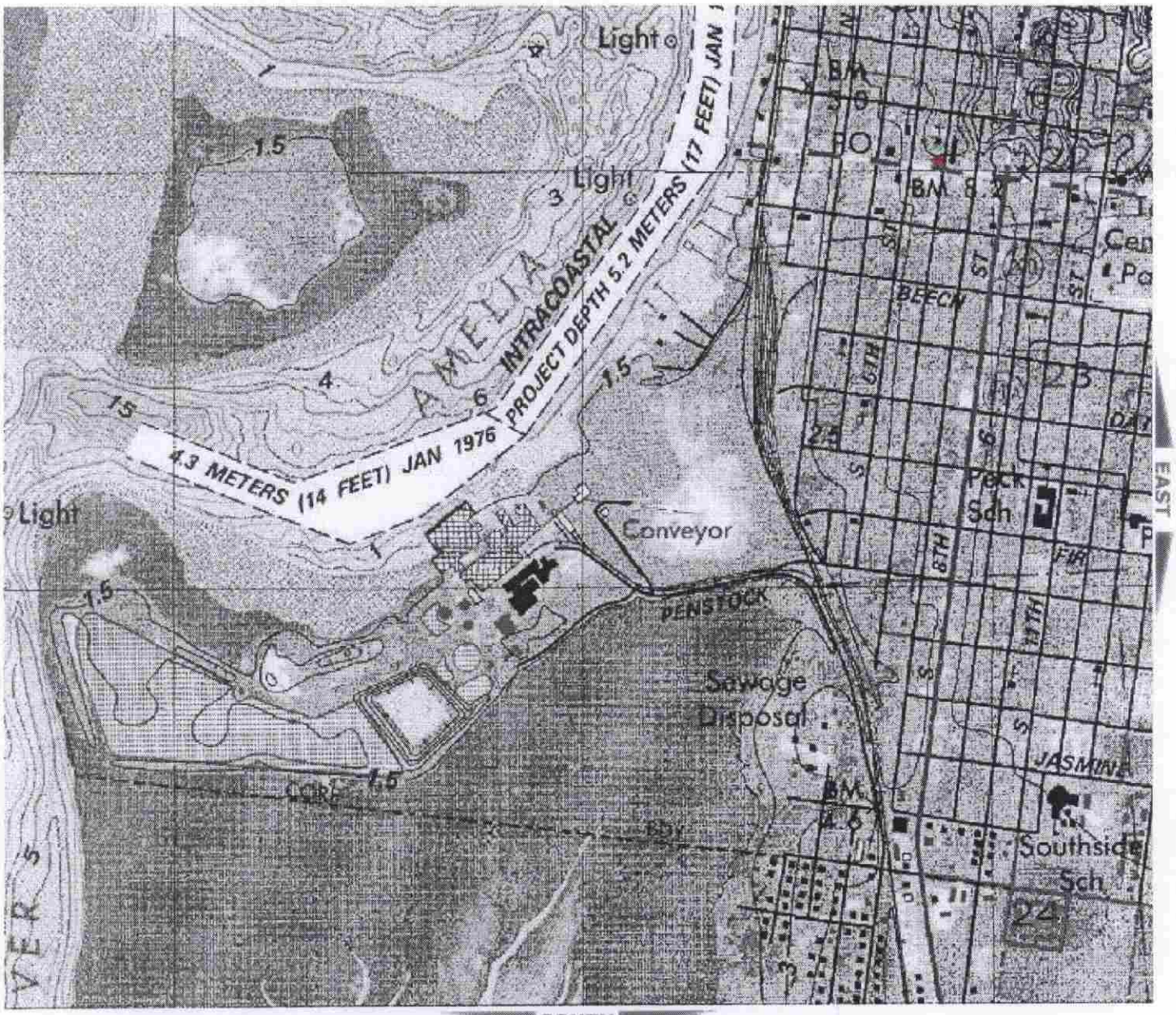
> **Original, intermediate, present uses/year started/year ended:**
Private residence;1957;

> **Research methods:**
FL Master Site File-Cultural Resources
Examine local property records
Pedestrian

> **Area(s) of historical significance:**
Community planning & development

> **Repositories: Collection/Housed/Accession#/Describe**

> **[Other name(s)]:**


Light
1.5
Light
3
AMELIA
INTRACOASTAL
PROJECT DEPTH 5.2 METERS (17 FEET) JAN
4.3 METERS (14 FEET) JAN 1976
4
6
1.5
1.5
Light
Conveyor
PENSTOCK
1.5
Sewage
Disposal
1.5
CORE
BM
BM 8.2
BEECH
5TH
6TH
11TH
FIR
JASMINE
Peck
Sch
Southside
Sch
24
EAST
SOUTH

NA1098

1

1

NA1098



PARCEL INFORMATION TABLE	
Selected Parcel	00-00-31-1800-0030-0140
GIS CALCULATED ACREAGE	0.11
Property Use	CHURCHES
Land Use	CHURCH
OWNERSHIP INFORMATION	
Name	FIRST PRESBYTERIAN CHURCH OF
Mailing Address	FERNANDINA BEACH INC 9 NORTH 6TH ST; FERNANDINA BEACH, FL 32034
Situs/Physical Address	515 CENTRE ST
2006 PROPOSED VALUES	
Land Value	357,500

Page 1

☐ Original
☒ Update

HISTORICAL STRUCTURE FORM
FLORIDA MASTER SITE FILE
Version 4.0 1/07

Site #8 NA01098
Field Date 1-31-2018
Form Date 1-31-2018
Recorder # 1330

Shaded Fields represent the minimum acceptable level of documentation.
Consult the *Guide to Historical Structure Forms* for detailed instructions.

Site Name(s) (address if none) The Anchor (1st Presb. Youth Center) Multiple Listing (DHR only) _____
Survey Project Name Fernandina Beach Historic Resource Survey Update Survey # (DHR only) _____
National Register Category (please check one) ☒ building ☐ structure ☐ district ☐ site ☐ object
Ownership: ☐ private-profit ☒ private-nonprofit ☐ private-individual ☐ private-nonspecific ☐ city ☐ county ☐ state ☐ federal ☐ Native American ☐ foreign ☐ unknown

LOCATION & MAPPING

	Street Number	Direction	Street Name	Street Type	Suffix Direction
Address:	515		Centre	Street	

Cross Streets (nearest / between) _____
USGS 7.5 Map Name FERNANDINA BEACH USGS Date _____ Plat or Other Map _____
City / Town (within 3 miles) Fernandina Beach In City Limits? ☒ yes ☐ no ☐ unknown **County** Nassau
Township 3N **Range** 28E **Section** 22 ¼ section: ☐ NW ☐ SW ☐ SE ☐ NE Irregular-name: _____
Tax Parcel # 00-00-31-1800-0030-0140 Landgrant _____
Subdivision Name _____ Block _____ Lot _____
UTM Coordinates: Zone ☐ 16 ☐ 17 Easting ☐☐☐☐☐☐ Northing ☐☐☐☐☐☐☐
Other Coordinates: X: _____ Y: _____ Coordinate System & Datum _____
Name of Public Tract (e.g., park) _____

HISTORY

Construction Year: 1957 ☐ approximately ☐ year listed or earlier ☐ year listed or later
Original Use Commercial **From (year):** _____ **To (year):** _____
Current Use Church/Temple/Synagogue **From (year):** _____ **To (year):** _____
Other Use _____ From (year): _____ To (year): _____
Moves: ☐ yes ☒ no ☐ unknown Date: _____ **Original address** _____
Alterations: ☒ yes ☐ no ☐ unknown Date: _____ **Nature** Signage
Additions: ☐ yes ☒ no ☐ unknown Date: _____ **Nature** _____
Architect (last name first): _____ **Builder** (last name first): _____
Ownership History (especially original owner, dates, profession, etc.) _____

Is the Resource Affected by a Local Preservation Ordinance? ☒ yes ☐ no ☐ unknown **Describe** Downtown historic district

DESCRIPTION

Style Mid-Century Modern **Exterior Plan** Rectangular **Number of Stories** 1
Exterior Fabric(s) 1. Brick 2. _____ 3. _____
Roof Type(s) 1. Flat 2. _____ 3. _____
Roof Material(s) 1. Tar & gravel 2. _____ 3. _____
Roof secondary strucs. (dormers etc.) 1. _____ 2. _____
Windows (types, materials, etc.) Fixed storefront

Distinguishing Architectural Features (exterior or interior ornaments) Art brick surfacing; wide overhang; horizontal design w multiple material types/textures

Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed.) _____

DHR USE ONLY	OFFICIAL EVALUATION	DHR USE ONLY
NR List Date _____ ☐ Owner Objection	SHPO – Appears to meet criteria for NR listing: ☐ yes ☐ no ☐ insufficient info Date _____ Init. _____ KEEPER – Determined eligible: ☐ yes ☐ no Date _____ NR Criteria for Evaluation: ☐ a ☐ b ☐ c ☐ d (see *National Register Bulletin 15*, p. 2)	

HISTORICAL STRUCTURE FORM

Site #8 NA01098

DESCRIPTION (continued)

Chimney: No. 0 Chimney Material(s): 1. _____ 2. _____
Structural System(s): 1. Masonry - General 2. _____ 3. _____
Foundation Type(s): 1. Slab 2. _____
Foundation Material(s): 1. Concrete, Generic 2. _____
Main Entrance (stylistic details) Storefront window wall w glass & metal frame double doors w transom

Porch Descriptions (types, locations, roof types, etc.) _____

Condition (overall resource condition): ☒excellent ☐good ☐fair ☐deteriorated ☐ruinous
Narrative Description of Resource _____

Archaeological Remains _____ ☐Check if Archaeological Form Completed

RESEARCH METHODS (check all that apply)

☒FMSF record search (sites/surveys)	☒library research	☐building permits	☒Sanborn maps
☐FL State Archives/photo collection	☐city directory	☐occupant/owner interview	☒plat maps
☐property appraiser / tax records	☒newspaper files	☐neighbor interview	☐Public Lands Survey (DEP)
☒cultural resource survey (CRAS)	☒historic photos	☐interior inspection	☒HABS/HAER record search

☐other methods (describe) _____
Bibliographic References (give FMSF manuscript # if relevant, use continuation sheet if needed) _____

OPINION OF RESOURCE SIGNIFICANCE

Appears to meet the criteria for National Register listing individually? ☐yes ☒no ☐insufficient information
Appears to meet the criteria for National Register listing as part of a district? ☐yes ☒no ☐insufficient information
Explanation of Evaluation (required, whether significant or not; use separate sheet if needed) This is an update-the building is an average example of a common resource type in the region.

Area(s) of Historical Significance (see *National Register Bulletin 15*, p. 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)
1. _____ 3. _____ 5. _____
2. _____ 4. _____ 6. _____

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type _____ Maintaining organization _____
Document description _____ File or accession #'s _____

2) Document type _____ Maintaining organization _____
Document description _____ File or accession #'s _____

RECORDER INFORMATION

Recorder Name Sheldon Owens Affiliation Brockington and Assc. Inc.
Recorder Contact Information 498 Wando Park Blvd. Suite 700, Mt. Pleasant SC 29464; 843-881-3128
(address / phone / fax / e-mail)

Required Attachments

- **USGS 7.5' MAP WITH STRUCTURE LOCATION PINPOINTED IN RED**
- **LARGE SCALE STREET, PLAT OR PARCEL MAP** (available from most property appraiser web sites)
- **PHOTO OF MAIN FACADE, ARCHIVAL B&W PRINT OR DIGITAL IMAGE FILE**

If submitting an image file, it must be included on disk or CD AND in hard copy format (plain paper is acceptable).
Digital image must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.


N
Brockington
Fernandina Beach
Survey Update 2018
Historic Resource
0
50
100 Feet
* All numbers start with NA****.
Alachua St
Centre St
N 5th St
N 6th St
N 7th St
S 5th St
S 6th St
S 7th St
322
578
1104
356
1103
101
355
353
1329
1098
663
103
1232
1125
1126
1127
665
369
438
1105
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373
442
585


515
FREE


THE
ANCHOR
FIRST PRESBYTERIAN
FREE
FREE

HDC 2019-37

EXHIBIT 3

Midcentury Commercial Design Evaluation and Preservation: An Opportunity for Commissions

Carol J. Dyson, AIA *is the Chief Architect and a Deputy State Historic Preservation Officer for the Illinois SHPO. Since 1999 she has also co-taught a course on the Recent Past for the School of the Art Institute of Chicago's Historic Preservation program. Carol has given frequent presentations on this topic and has written several articles on midcentury modernism.*

Midcentury Commercial Design Evaluation and Preservation: An Opportunity for Commissions

By Carol J. Dyson, AIA

Commercial building design of the mid-20th century expressed a period of American optimism and economic prosperity. Sleek new materials and structural systems represented post-war America's unwavering belief in new technology and materials; glassy open storefronts showcased the 20th century's more open relationship between consumers and products; modern designs promised customers up-to-date goods and service within.

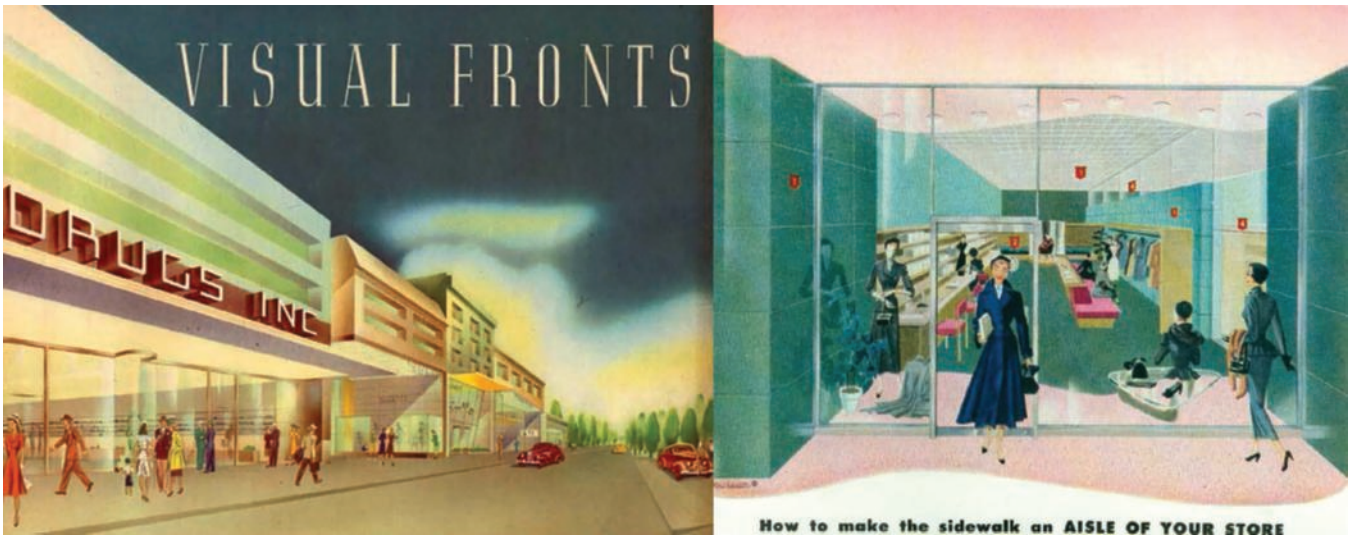


Figure 1: In the mid-20th century, the commercial facade was no longer two-dimensional, rather it combined an open glazed front with dynamic three-dimensional features to create a 'deconstructed' front facade. Steel lintels now easily spanned across an entire facade, transparent "open fronts" replaced earlier opaquely-backed display windows, and the well-lit store, theater lobby or restaurant seating itself became the display. Left, a Libbey Owens Ford Glass Co. brochure: Visual Fronts, 1942. Right, a Libbey Owens Ford advertisement in the Saturday Evening Post, October 15, 1949.



Photos: IHPA archives

Figure 2: Other postwar design components that occurred parallel with, or as part of open-front designs were asymmetrical and angled fronts. On the left in Freeport, Illinois, angled rustic-stone pylons combine with a deep overhang to shield the open storefront windows from glare. On the right, in Moline, Illinois, is an example of a common postwar open storefront plan, shown here with structural glass surrounding large plate glass display windows that asymmetrically angle into the entrance.

Yet these once-elegant buildings may now be showing their age. Although the aluminum, steel and glass components may still be sound, minor damage from signage alterations or impact damage to bulkheads may discourage building owners. Designs may be hard to appreciate because they were once heavily integrated with dramatic script, neon or individual cast letter signs long gone due to business changes. Finally, the aesthetic may still be too new for some owners, preservationists or commissioners to fully appreciate. Yet to consider a postwar bank as an intrusion into the historic fabric of an older downtown is no different than how an Italianate building was negatively viewed in the 1920s, or how Romanesque Revival Buildings were reviled in the 1940s, or an Art Deco post office was ignored in the 1960s. The full appreciation of more recent resources has always taken time and the time to recognize our midcentury has arrived.

Today, historic preservation commissions, state historic preservation review staff, and the National Park Service are all learning to evaluate resources from the mid-20th century. This is appropriate, for most of the commercial buildings of the 1950s and 1960s are now over fifty years old, and are really no longer our "recent" past. These commercial resources may include downtown buildings built in the midcentury, such as savings and loans or automobile dealerships, as well as earlier commercial buildings with postwar modernizations. The commercial building with a midcentury shopfront on the first floor or the entire facade "slipcovered" can provide preservation challenges related to periods of significance and physical integrity.

These buildings tell an important story about architecture, commerce and 20th century mercantile history and as preservationists we should strive to make sure these resources do not disappear from our downtowns. Yet, too often owners may wish to scrape away an authentic midcentury modernization from their building to return to a "historicized" recreation of an older type of storefront.

When commissions evaluate these resources it is important to remember that downtowns were never static. Downtowns were dependent on style, and diversity prevailed, particularly at the ground level. If we strive to have downtowns uniformly fit a picturesque nineteenth century aesthetic, we can create a static appearance that never existed. At the end of World War II, as a post-war economy burst into action, modern commercial designs utilizing new materials vigorously filled architectural journals, design books, and storefront manufacturers' advertising. Dramatic commercial building and storefront designs by well-known designers such as Raymond Loewy, Morris Lapidus, Victor Gruen, and Morris Ketchum Jr., were widely published and promoted to architects and building owners. These advances in materials and design, combined with intense material marketing all had a decisive impact on downtowns. Downtowns changed; new buildings were built; business



Illustration: Kawneer publication, 1946. Photo: Carol Dyson

Figure 3: Signage was often a critical component of midcentury commercial design. The Ramble's Hardware Store design by Ketchum, Gina and Sharp combines dramatic signage with linear display boxes that run from the exterior through the open front and on into the store. The Hub Clothiers, formerly in Springfield, Illinois, displayed equally dramatic porcelain enamel graphics and signage on a granite-textured porcelain enamel backdrop above a stone veneer and plate glass lower floor.

owners updated their buildings; retailers wanted the latest styles; downtown service businesses became more customer-focused. Midcentury changed Main Street and those changes deserve evaluation.

WHAT DO YOUR DESIGN GUIDELINES SAY?

Most local preservation ordinances, particularly in Certified Local Government communities, are based on the Secretary of the Interior's Standards for Rehabilitation. Standard 4 is the most relevant standard cited in evaluating later changes to historic buildings: "Changes to a property that have acquired historic significance in their own right will be retained and preserved." Basically, a feature does not have to be original to be significant, and in fact those changes may tell an important story about the building's history and the timeline of your community. Standard 5 tells also tells us that "Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved." Thus, we need to look at mid-20th century design, materials, and alterations that have acquired significance.

But every community and its resources are different. A not atypical situation is when a building owner comes to a commission with a request to demolish a midcentury storefront and create an earlier-appearing historically-inspired storefront. Has the midcentury storefront acquired significance? The next section discusses factors that commissioners may find useful to consider



Irene Burke photo: Design for Modern Merchandizing, April 1948. Other photos: IHPA archives

Figure 4: Cantilevered display cases in outdoor lobbies helped deconstruct the front plane of retail buildings. On the left is a 1948 design in Long Beach, California. In the center are similar displays in Bloomington, Illinois. On the right, the former Bakers Shoes in Chicago had a free-standing display "table," well-lit cantilevered display cases, and a curved open-front display window on the second floor.

when evaluating the significance of midcentury resources.

WHAT IS THIS BUILDING'S HISTORY?

When was the building built? Was it constructed during the post-war period or was it an earlier building with post-war updates? Does the date of the midcentury resource or alteration fall within the period of significance of the historic district? If not, is it over 50 years old or of exceptional significance? Is it time to evaluate, and perhaps expand the period of significance for the historic district? Or might the building be individually eligible to become a local landmark as a good example of midcentury design?

Was this commercial structure built in the post-war period? If so, then it is real and authentic. Evaluate its significance and integrity, and promote retention of what makes it historic. It's true to its time, tells the story of the downtown's continuum of change and makes your Main Street much livelier. Commissions may wish to promote that these buildings be kept true to their midcentury nature.

If a building is a midcentury modernization of an earlier building, was most of the earlier storefront or front facade removed or damaged during installation? If so, consider whether it follows Standards 4 and 5 to demolish an authentic 1950s design only to put back a reconstruction of an earlier period style storefront in new materials? Did the midcentury design carry through to the interior? If so, does any of that continuity of design remain? That can be an important factor for tax credit projects where designation and review includes interiors, but may be a less important one for local commissions whose consideration may be limited to the exterior.

WHAT IS THE CONDITION OF MATERIALS?

Are the materials in good, or easily repairable, condition? In most cases, the structural glass, tile, spandrel, stone-panel systems, and plate-glass storefronts, are relatively durable. However, materials used at bulkheads and near door frames were often susceptible to impact damage. Those areas in the signage zone are also subject to damage from alterations. When these materials are impacted, business owners are often at a loss with how to deal with these materials. There is a growing amount of information out there regarding the repair of modern-era materials. Commissions



Photos: l. - IHPA archives; m. – Ann V. Swallow; r. – John Van Scheltema

Figure 5: Structural innovations and dramatic space-age-inspired design also appeared on Main Street in a style named Exaggerated Modern by Chester Leibs in his seminal book Main Street to Miracle Mile. On the left the Taylorville, Illinois cinema was completely refaced in the mid-century with polychrome porcelain enamel panels, swooping stainless steel and aluminum canopy and cornice, and dramatic pylon. In the middle, the elegant Oklahoma City Central Motor Bank drive-up, built in 1959, combines a thin-shell concrete roof with bright blue mosaic tile encased piers. On the right, precast concrete columns surround a darkly glazed curtain wall on this Moline, Illinois bank, designed by John Van Scheltema, of the Illinois Bank Building Corporation in the 1970s.



Photos: IHPA archives

Figure 6: On the left is "The Art of Refacing the New Art in Architecture" Julius Blum & Co.'s JB Curtainscreen, 1965. On the right, Burnside and Co., in Danville, Illinois, is an excellent example of an unusually intact design with gold anodized aluminum slipcover, cantilevered display case, decoratively tiled storefront, and period signage and deserves preservation.

can assist property owners with materials and methods for repair.

WHAT IS THE DESIGN?

What is the integrity of midcentury design? Can you still understand the design intent? Does the building still tell the story with most components, display windows, and materials still remaining? For many of these buildings loss of design impact may be due to the loss of the historic signage. Business or aesthetic changes may have caused removal of the original postwar signage and replaced it with either neutral or incompatibly designed signage. Many of these building designs were co-dependent on their midcentury modern signage. It is likely that the period signage does not remain and should not be given undue weight in evaluation. If it is missing, new signs can usually be designed that work with the midcentury storefront and help revive the design aesthetic (See Figures 8 and 9).

Is this an older building with a midcentury shopfront at the ground level? This is a relatively common feature in downtowns. It reflects the dynamic nature of downtown design history. Buildings, especially storefronts, were periodically refreshed. Or is this an older building with an entirely new facade. Some commercial building refacings completely removed or irretrievably altered the entire original front facade of the building (such as the Taylorville, Illinois cinema in Figure 5). The midcentury tile, glass, metal, or masonry facades may be the only significant features of the facade with nothing other than structure beneath. If the facade is a good example of the later period with most elements intact or repairable, then it has significance. Retention of this authentic historic midcentury facade would be more in keeping with Standards 4 and 5 than demolition and replacement with a completely new neo-historic facade. The midcentury facade is real, authentic and a part of the history of the building. It will always have more historic integrity

than a recreation of something that is long-gone.

Is the building merely "slipcovered?" Rather than completely refaced was the building covered with a lightweight aluminum, plastic or steel facade, often with a screen or panelized motif? Does this building represent a good example of a midcentury design (such as the Danville, Illinois example in Figure 6)? Many slipcovers or facade alterations were well thought out designs to showcase an up-to-date style. In contrast, some buildings were inexpensively covered in the last part of the 20th century with panels or corrugated siding devoid of design or signage simply to avoid repainting or repointing, and may retain little significance. If it appears that this situation exists, first try to determine what the original slipcover (complete with signage) looked like before making an evaluation. Historic photos, or ghosting of earlier signage on the facade can be very useful.

What is the condition of the slipcover itself? If damaged can it be repaired? Does the associated midcentury storefront remain as well? It is also important to once again study what is hidden beneath the slipcover. Is there any original historic fabric left? Even with slipcovers often much of the facade was severely damaged or removed to flatten the original facade during installation of the later design. The owner may not have the economic resources necessary to repair demolished cornices, windows, and belt-courses, and any slipcover may be better than what is left behind after some removals. An additional factor should be the intended use of the building. If a building is being rehabilitated for upper floor housing then the removal or at least alteration of a midcentury slipcover that covers the windows may become necessary.

WHAT IS THE CONTEXT?

Is this building a stand-alone design, or is it a post-war modernization of only one bay of a multi-bay building? If so, are the proposed changes part of an integrated effort to restore the entire building across multiple bays to its original design? How much of that original building fabric exists beneath the newer midcentury design?

WHAT ARE SOME DESIGN SOLUTIONS?

These buildings often reflect high quality materials, design and cohesive display and lighting. If an owner or his architect works with signage and lighting that accentuates the modern aesthetic, the overall design can work better. Often with a return to historic colors, compatible signage, or original materials, these commercial buildings can be refreshed to their midcentury design intent with a minimum of cost. There is the added bonus that business owners can also be content they have "updated" their buildings.



Photos: IHPA archives

Figure 7: This black mid-twentieth century structural glass storefront was the third modernizing storefront for this mid-nineteenth century building in Rockford Illinois. The storefront was originally slated for demolition and replacement with an earlier neo-historic-style storefront. However, as part of the historic tax credit project the structural glass midcentury storefront was deemed a significant alteration and was retained, the sign damage was repaired and where necessary replaced by salvaged glass. The recessed terrazzo entrance lobby flooring was also retained. New signage was installed onto the storefront clear glass and did not damage the newly repaired structural glass transoms.



Photos: IHPA archives

Figure 8: These before and after images show a design solution for a midcentury storefront in Springfield, Illinois. IHPA Project Designer, Anna Margaret Barris' design transformed this storefront with compatible signage and a new paint scheme. The original design intent became clear and attractive once more, and the owners now agree that it is worthy of retention.

EDUCATION AND OUTREACH

Education is also key to building a recognition of midcentury resources. Often the more people learn about these midcentury facades, the easier it is for them to appreciate these resources. Commissions can be instrumental in encouraging the study of midcentury designs using examples from period advertising, contemporary design books, or current secondary sources. The elegance and beauty of these designs becomes more recognizable once one understands the aesthetic, historic and stylistic sources. Examples of rehabilitation designs that work with the resources can also be shared by the commission.

Furthermore, some commissions are looking for ways to connect with the next generation of preservationists. Many people in their teens, twenties and thirties demonstrate an appreciation for midcentury design. Midcentury furniture, facades and designs are all old enough to feel historic to them. Local educational efforts, building tours and public recognition of midcentury resources may serve as a bridge to a new generation of preservationists.

CONCLUSION

In the midcentury there was a desire to create fresh new building styles that reflected the post war's growing economy and manufacturing



Photos: IHPA archives

Figure 9: This angled, white-metal midcentury storefront in Vandalia, Illinois was surrounded by simple (now painted) brick but embellished with a spectacular neon sign that advertised a mid-century jewelry store complete with a neon-illuminated diamond. Although the new tenant, Celebrations, initially wanted to remove the neon sign and storefront, they realized that the sign had community significance and that it could also reinforce the location identity for their new business. The new Celebrations signage was applied to the glass based on a drawing by IHPA Project Designers Darius Bryjka and Anthony Rubano and kept at the pedestrian level, so it that didn't have to compete with the historic neon "Jane Isbell" sign up in the transom area.

prowess. The commercial buildings and storefront modifications of the midcentury exhibited an exuberance, drama, and elegance, as they showcased up-to-date businesses within. These modifications were just one more step in the continuum of change exhibited in our dynamic downtowns. They are an important part of our past, and are old enough to no longer be our "recent past." As such they deserve our study, survey, careful evaluation, and in many cases, preservation

FOR MORE INFORMATION:

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Photo: Illinois Historic Preservation Agency Archives

Figure 3: The early 20th century Booth Building in Springfield, Illinois received an elegant stone midcentury storefront ca. 1955.



Photo: Illinois Historic Preservation Agency Archives

Figure 4: The Booth Building was clad in a panelized slipcover by the early 1970s concealing part of the storefront.



Photo: Illinois Historic Preservation Agency Archives

Figure 5: As part of an historic preservation tax credit project, the non-historic-period slipcover was removed to expose the original upper floors, and the midcentury storefront was preserved and retained.



Photo: Illinois Historic Preservation Agency Archives

Figure 6: This ca. 1890 building in Rockford, Illinois received a number of alterations during the period of significance of the historic district, including the installation of an angled midcentury stone veneer storefront. Sometime after the period of significance the midcentury storefront window frames were painted dark and a later door installed.



Illustration: Illinois Historic Preservation Agency Archives

Figure 7: The rendering shows the design the owner first proposed, which included demolition of the historic midcentury storefront and installation of a completely new storefront.

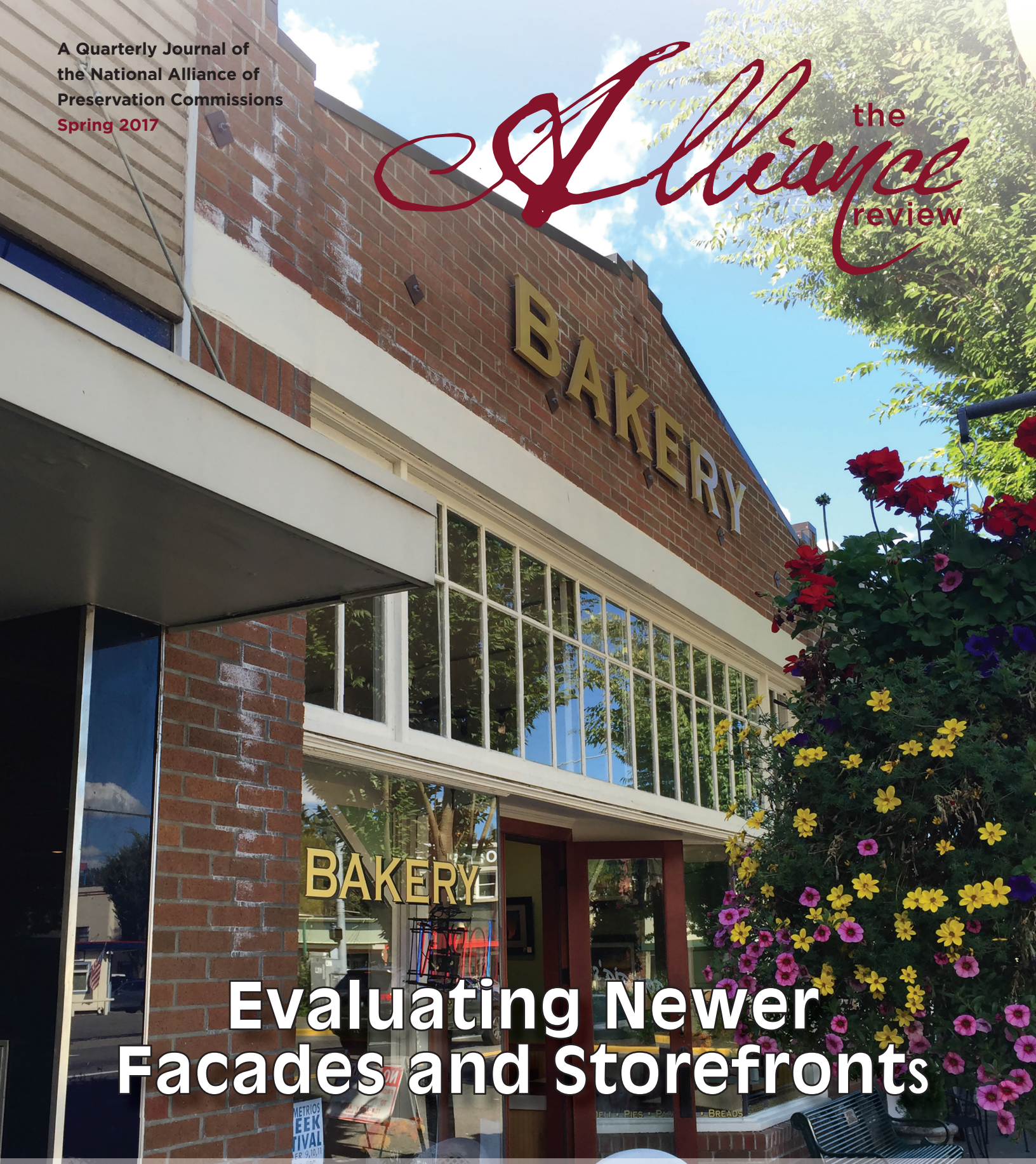


Photo: Google Street View

Figure 8: For purposes of the federal historic tax credit project the SHPO explained that the midcentury storefront was historic and required its retention. The owner kept the midcentury storefront and installed a compatible clear-view door, restored the white metal window framing and added a canvas awning.

A Quarterly Journal of
the National Alliance of
Preservation Commissions
Spring 2017

the Alliance review



Evaluating Newer Facades and Storefronts

4 Midcentury Commercial Design Evaluation and Preservation: An Opportunity for Commissions

12 A Preservationist's Dilemma – Midcentury Commercial Building Remodels

19 State News

20 Signage and Advertising in the French Quarter: Reconciling Preservation and Commercial Needs

26 A Recipe for Restoration: Removing an Alpine Facade on a Historic Bakery

33 Spotlight on a Preservation Organization: National Main Street Center

Follow us on

CITY OF FERNANDINA BEACH
City Clerk's Office

Caroline Best
City Clerk

October 16, 2020

Rice Architect
Mr. Akins and Mr. Rice
961687 Gateway Blvd. Suite 201 H.
Fernandina Beach, Florida 32034

United States Postal Service Certified Mail: 7018 3090 0000 0045 1989

Dear Mr. Akins and Mr. Rice,

The City Clerk's Office is in receipt of your correspondence dated October 15, 2020 to appeal Historic District Council (HDC) Case#2019-37: 515 Centre Street. Accordingly, a Quasi-Judicial Public Hearing is scheduled for Tuesday, November 17, 2020 at 6:00pm in City Hall Commission Chambers located at 204 Ash Street, Fernandina Beach, Florida, 32034. The Honorable City Commission will hear appeal arguments regarding real property located at 515 Centre Street at this time.

Pursuant to Land Development Code Section 8.03.09 please be advised of the following:

- The record on appeal shall consist of the record of the proceedings (which shall be the minutes of the meeting, unless the person requesting the appeal provides a verbatim transcript at their cost) including the staff report and all other evidence presented by the City and the applicant.

- If either the City or the applicant desires to present new evidence, the matter may be referred back to the HDC for their review.

Please contact me directly with any questions.

Sincerely,

Caroline Best

Caroline Best, CMC
City Clerk
204 Ash Street
Fernandina Beach, Florida 32034
Office (904) 310-3115

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rice Architect
Mr. Akins and Mr. Rice
961687 Gateway Blvd., Suite 201 H
Fernandina Beach, FL 32034

9590 9402 4930 9063 2042 24

2 Article Number (Transfer from service label)
7018 3090 0000 0045 1989

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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7018 3090 0000 0045 1989

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Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee	$ 3.55
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$ 2.85
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$ $.50
Total Postage and Fees	$ $6.90

Postmark Here

Sent To
Rice Architect
Street, Apt. No.; or PO Box No.
Mr. Akins and Mr. Rice
City, State, ZIP+4®
961687 Gateway Blvd., Suite 201 H
Fernandina Beach, FL 32034

PS Form ... See Reverse for Instructions

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): No recommendation.

Michelle Forstrom, Code Enforcement Director	11/5/2020
Dale L. Martin, City Manager	11/9/2020
Pauline Testagrose, Comptroller	11/9/2020
Tammi E. Bach, City Attorney	11/10/2020
Katie Newton, Legal Assistant	11/10/2020

Submitted By: Katie Newton, Legal Assistant Date: November 05, 2020

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:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

CITY OF FERNANDINA BEACH
Code Enforcement Department

Michelle D. Forstrom
Code Enforcement Director

RECEIVED
OCT - 2 2020
CODE ENFORCEMENT
FERNANDINA BEACH, FLORIDA

CASE NO. CODE - 2019-0355

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.

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

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?**

6. **What other liens exist against the property which is the subject matter of this Code Enforcement case?** NONE

7. **Has the property been abandoned?** NO

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, Regina 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: Regina Rainey

Printed Name: Regina Rainey

STATE OF Florida
COUNTY OF Nassau

SWORN TO (OR AFFIRMED) and subscribed before me this 2 **day of** October, 20 20 **by** _____ **who is/is not personally known to me OR who has produced identification** Florida DL **(type).**

Date 10/2/2020

Harriet Davis
Notary Public

HARRIET DAVIS
MY COMMISSION # GG86124
EXPIRES: March 22, 2021

Harriet Davis
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

George Wells, Code Enforcement Officer

CITY OF FERNANDINA BEACH
Code Enforcement Department
(904) 310-3440

George Wells
Code Enforcement Officer
(904) 310-3442

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

DATES	# OF DAYS	FINE PER DAY	TOTAL
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
Code Enforcement Department

George Wells
Code Enforcement Officer

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

STAFF PERSONNEL OR ITEMS	# OF UNITS OR HOURS	PRICE OR RATE PER HOUR	TOTAL
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	$0.50

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

Inst. Number: 202045006317 Book: 2341 Page: 1971 Page 1 of 2 Date: 2/26/2020 Time: 1:36 PM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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)

Katie A Newton

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

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.

On November 4, 2020, the Commission approved both the Veterans Day and Christmas Parade. Vice Mayor Kreger has requested a reconsideration of the approval of the Christmas Parade.

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.

Dale L. Martin, City Manager 11/9/2020
Tammi E. Bach, City Attorney 11/9/2020
Katie Newton, Legal Assistant 11/10/2020



Submitted By: Nicole Bednar, Administrative Services Manager

Date: November 09, 2020

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; and
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:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



_____
Tammi E. Bach
City Attorney

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 17th 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

SPECIAL EVENTS PERMIT APPLICATION

Please refer to the City of Fernandina Beach's Special Event Policies and Procedures available on the City's website (www.fbfl.us/460/Special-Events) before completing this application. **Applications submitted less than sixty days prior to proposed event are not accepted.**

Organization Name: America's Youth, Inc.

Applicant Name: John Gilbert, Sr./Sherri Cobb-Thompson

Organization Address: 907 S. 11th Street

City: Fernandina Beach State: FL Zip Code: 32034

Applicant Phone Number: 904-335-7496 or 904-624-5383

Applicant Email Address: ga2fl_peach@yahoo.com

Non-Profit: ☒ Yes ☐ No Tax ID # (501c3 must be attached) 59-3542143

Event Name: Lighted Christmas Parade

Event Date: December 5, 2020

Repeat Event ☒ Yes ☐ No If yes, when? annually for 5+ years

Setup Time: 4:00pm

Actual Event Time (if multiple days, please list dates and hours for each day):
6:00pm

Breakdown Time: 8:00pm

Event Location: Regular Parade Route

Estimated Attendance: 200

Event Description* (please provide detailed description):

Join us for our Annual Lighted Christmas parade on Centre Street in downtown Fernandina Beach featuring a marching band, walkers, dancers, cars and floats decorated with Christmas lights, and of course Santa Claus!

*Map must be attached

Please mark items requested (please see Policies and Procedures for fees):

City Power: ☐ City Water: ☐ Barricades: ☐ (how many? ___) Cones: ☐ (how many? ___)

Banner on Centre St./8th St. ☐ Banner on Lime St./8th St. ☐

Pole Banners: ☐ (how many? 36 available ___)

Dates for Banner (Banners hang from Monday-Monday): _____

Main Beach Marquee: ☐ Atlantic Ave. West Facing Marquee: ☐ Atlantic Ave. East Facing Marquee: ☐

Dates for Marquee: _____

Message for Marquee (up to 16 characters per line, 4 lines):

1. _____ 2. _____

3. _____ 4. _____

Will alcohol be served? Yes ☐ No ☒

Music (please describe): _____

music coming from vehicles and floats in the parade

Food (please describe): no food

Membrane Structure: ☐ Yes ☒ No Tents larger than 10'x10': Yes ☐ No ☒

Street Closures (please describe): yes, regular parade route street closures

Parking Lot Closures* (please describe): no

Overnight Parking: Yes ☐ No ☒ If yes, how many vehicles? _____

Public Safety:

Required Police and Fire presence will be determined by the City of Fernandina Beach Police and Fire Departments. The Police Auxiliary Corps (PAC) is a volunteer organization that assists with many events. PAC is not a guaranteed resource, and their availability is determined by the Police Department. PAC provides free services, however donations are appreciated.

Are you requesting off duty police officers? Yes ☐ No ☒

Does your event require use of On-Site Emergency Medical Services Yes ☐ No ☒

Day of Contact for Police/Fire (Name and Number): Sherri Cobb-Thompson, 904-335-7496

If approved, your event will be placed on the City's website and calendar. Please specify a web link for the public to garner additional information:

*Handicapped parking must remain open for public use.

RELEASE AND INDEMNIFICATION

I declare under penalty of perjury, that to the best of my knowledge and belief, the responses made herein are true and correct. If this application is approved, I understand that **I must furnish an original certificate of General Liability Insurance AND ADDITIONAL INSURED ENDORSEMENT PAGE naming the City of Fernandina Beach as additionally insured.** I understand that a City of Fernandina Beach sponsored activity has precedence over the above schedule, and I will be notified if any conflicts arise. I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand, and agree to abide by the rules and regulations governing the proposed special event under the City of Fernandina Beach, and I understand that this application is made subject to the rules and regulations established by the City Commission and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the event venue, the payment of any and all taxes, and the conduct of the event. The City shall not be liable for the payment of any taxes. I further agree that the payment of such taxes shall not reduce any consideration paid to the City pursuant to this permit. I agree to abide by these rules and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event to the City of Fernandina Beach. I do further promise and hereby further agree to waive, release, absolve, and covenant not to sue the City of Fernandina Beach, its Mayor, Commissioners, employees, officers, volunteers, representatives, attorneys, and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss, or injury of any kind resulting from or in any way arising directly or indirectly out of Lighted Christmas Parade, December 5, 2020

(describe event- name and dates including setup and breakdown) for which I am applying for this Special Event/Banner Permit and/or use of the City of Fernandina Beach's facility named above. THIS RELEASE INCLUDES A RELEASE FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY AND ALL NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF THE CITY OF FERNANDINA BEACH, ITS MAYOR, COMMISSIONERS, EMPLOYEES, OFFICERS, VOLUNTEERS, REPRESENTATIVES, ATTORNEYS, AND AGENTS. I further promise and agree to indemnify, defend, and hold harmless the City of Fernandina Beach, its Mayor, Commissioners, employees, representatives, officers, volunteers, attorneys, and agents from and against all liability, claims, and expense, including reasonable attorneys' fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of Lighted Christmas Parade, December 5, 2020

(describe event- name and dates including setup and breakdown) for which I am applying for this Special Event/Banner Permit and/or use of the City of Fernandina Beach's facility named above. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of the rental and/or use of the City of Fernandina Beach's facility named above. THIS RELEASE IS GIVEN AND SIGNED OF MY OWN FREE ACT AND WILL, AND I DO UNDERSTAND AND AGREE TO THE POLICIES OF THE CITY OF FERNANDINA BEACH FOR FACILITY RENTALS. FURTHERMORE, I HEREBY REPRESENT AND WARRANT THAT I HAVE THE AUTHORITY TO BIND.

Applicant Signature _____ Date 1/21/2020

Applicant Name (printed) Sherri Cobb-Thompson, date approve via phone

Location for returned security deposit (if other than what is listed above):

Address: _____

City/State/Zip: _____

SPECIAL EVENTS PERMIT APPLICATION

Please refer to the City of Fernandina Beach's Special Event Policies and Procedures available on the City's website (www.fbfl.us/460/Special-Events) before completing this application. **Applications submitted less than sixty days prior to proposed event are not accepted.**

Organization Name: Light Up Amelia

Applicant Name: Ramiro Sicre

Organization Address: P.O. Box 16133

City: Fernandina Beach State: FL Zip Code: 32035

Applicant Phone Number: 904-583-1767

Applicant Email Address: rsicre@chpk.com

Non-Profit: ☒ Yes ☐ No Tax ID # (501c3 must be attached)

Event Name: New Years Eve Fireworks (Shrimp Drop)

Event Date: December 31, 2020

Repeat Event ☒ Yes ☐ No If yes, when? December 31, 2019

Setup Time:

Actual Event Time (if multiple days, please list dates and hours for each day):
9:00p - Fireworks only

Breakdown Time:

Event Location: Parking Lot A

Estimated Attendance: 200-300 people

Event Description* (please provide detailed description):
Awesome firework display to bring in the New Year.

*Map must be attached

Please mark items requested (please see Policies and Procedures for fees):

City Power: ☐ City Water: ☐ Barricades: ☒ (how many? 4) Cones: ☐ (how many? ___)

Banner on Centre St./8th St. ☐ Banner on Lime St./8th St. ☐

Pole Banners: ☐ (how many? 36 available ___)

Dates for Banner (Banners hang from Monday-Monday): _____

Main Beach Marquee: ☐ Atlantic Ave. West Facing Marquee: ☐ Atlantic Ave. East Facing Marquee: ☐

Dates for Marquee: _____

Message for Marquee (up to 16 characters per line, 4 lines):

1. _____ 2. _____

3. _____ 4. _____

Will alcohol be served? Yes ☐ No ☒

Music (please describe): None

Food (please describe): None

Membrane Structure: ☐ Yes ☒ No Tents larger than 10'x10': Yes ☐ No ☒

Street Closures (please describe): Parking Lot A and possibly Parking Lot B

Parking Lot Closures* (please describe): _____

Overnight Parking: Yes ☐ No ☒ If yes, how many vehicles? _____

Public Safety:

Required Police and Fire presence will be determined by the City of Fernandina Beach Police and Fire Departments. The Police Auxiliary Corps (PAC) is a volunteer organization that assists with many events. PAC is not a guaranteed resource, and their availability is determined by the Police Department. PAC provides free services, however donations are appreciated.

Are you requesting off duty police officers? Yes ☐ No ☒

Does your event require use of On-Site Emergency Medical Services Yes ☐ No ☒

Day of Contact for Police/Fire (Name and Number):

If approved, your event will be placed on the City's website and calendar. Please specify a web link for the public to garner additional information:

*Handicapped parking must remain open for public use.

RELEASE AND INDEMNIFICATION

I declare under penalty of perjury, that to the best of my knowledge and belief, the responses made herein are true and correct. If this application is approved, I understand that **I must furnish an original certificate of General Liability Insurance AND ADDITIONAL INSURED ENDORSEMENT PAGE naming the City of Fernandina Beach as additionally insured.** I understand that a City of Fernandina Beach sponsored activity has precedence over the above schedule, and I will be notified if any conflicts arise. I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand, and agree to abide by the rules and regulations governing the proposed special event under the City of Fernandina Beach, and I understand that this application is made subject to the rules and regulations established by the City Commission and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the event venue, the payment of any and all taxes, and the conduct of the event. The City shall not be liable for the payment of any taxes. I further agree that the payment of such taxes shall not reduce any consideration paid to the City pursuant to this permit. I agree to abide by these rules and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event to the City of Fernandina Beach. I do further promise and hereby further agree to waive, release, absolve, and covenant not to sue the City of Fernandina Beach, its Mayor, Commissioners, employees, officers, volunteers, representatives, attorneys, and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss, or injury of any kind resulting from or in any way arising directly or indirectly out of the New Year's Eve firework display, December 31, 2020

(describe event- name and dates including setup and breakdown) for which I am applying for this Special Event/Banner Permit and/or use of the City of Fernandina Beach's facility named above. THIS RELEASE INCLUDES A RELEASE FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY AND ALL NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF THE CITY OF FERNANDINA BEACH, ITS MAYOR, COMMISSIONERS, EMPLOYEES, OFFICERS, VOLUNTEERS, REPRESENTATIVES, ATTORNEYS, AND AGENTS. I further promise and agree to indemnify, defend, and hold harmless the City of Fernandina Beach, its Mayor, Commissioners, employees, representatives, officers, volunteers, attorneys, and agents from and against all liability, claims, and expense, including reasonable attorneys' fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of the New Year's Eve firework display, December 31, 2020

(describe event- name and dates including setup and breakdown) for which I am applying for this Special Event/Banner Permit and/or use of the City of Fernandina Beach's facility named above. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of the rental and/or use of the City of Fernandina Beach's facility named above. THIS RELEASE IS GIVEN AND SIGNED OF MY OWN FREE ACT AND WILL, AND I DO UNDERSTAND AND AGREE TO THE POLICIES OF THE CITY OF FERNANDINA BEACH FOR FACILITY RENTALS. FURTHERMORE, I HEREBY REPRESENT AND WARRANT THAT I HAVE THE AUTHORITY TO BIND.

Applicant Signature _____ Date 10/14/2020

Applicant Name (printed) RJ Sicre

Location for returned security deposit (if other than what is listed above):

Address: _____

City/State/Zip: _____

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-172
Holiday Special Event Approval

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-172.

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. On November 4, the Commission approved the 2 parades and deferred the tree lighting and fireworks to the following meeting to make the decision based on updated data on the Covid-19 pandemic.

Dickens on Centre has proposed a modified event due to Covid-19; additionally the traditional Thanksgiving Turkey Trot race requests to go on as planned.

FISCAL IMPACT: n/a

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-172.

Tammi E. Bach, City Attorney	11/6/2020
Dale L. Martin, City Manager	11/9/2020
Tammi E. Bach, City Attorney	11/9/2020
Katie Newton, Legal Assistant	11/9/2020

Katie A Newton

Date: November 05, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-172

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING/CANCELING CERTAIN HOLIDAY 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; and

WHEREAS, on November 4, 2020, the Commission approved the Veterans' Day and lighted Christmas parades; and

WHEREAS, event applications for a modified Dickens on Centre and Thanksgiving Turkey Trot have also been submitted to the City.

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/cancels 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) Dickens on Centre as modified; and
2) Thanksgiving Turkey Trot.

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

ADOPTED this 17th 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

From:	Colleen Hodge
To:	Mr. Dale L. Martin
Subject:	Amelia Island Runners Stuff the Turkey 5K
Date:	Monday, November 9, 2020 1:36:39 PM
Attachments:	Stuff the Turkey.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Hello Mr. Martin,

Thank you and the commission for the 22 July 2020 approval of the Amelia Island Runners Stuff the Turkey 5K Charity Race (benefit for Gracie's Soup Kitchen). It seems our event has slipped through the cracks so when I wrote to confirm EMT for the event I was informed that we were not on the books.

I understand we will be on the 17 November 2020 agenda. I would like to give you some information regarding this race.

We do not expect a large turnout, less then 100 people. 30 of these participants are our local HS students, whose registration was paid for by a generous local sponsor.

We will not have any gathering before the race (no day of registration/packet pick up) nor will we have a postrace ceremony (no food, or awards or even post the finishing times on site).

The participants will arrive at FBHS (we have school board approval) park, run the approved route, and leave.

We are following the guidelines required by other successful races being held in Florida, in particular 1st Place Sports running store/race center (Jacksonville)

They are as follows

The Stuff the Turkey Run will be using the following Social Distancing Guidelines.

1. No day of race registration.

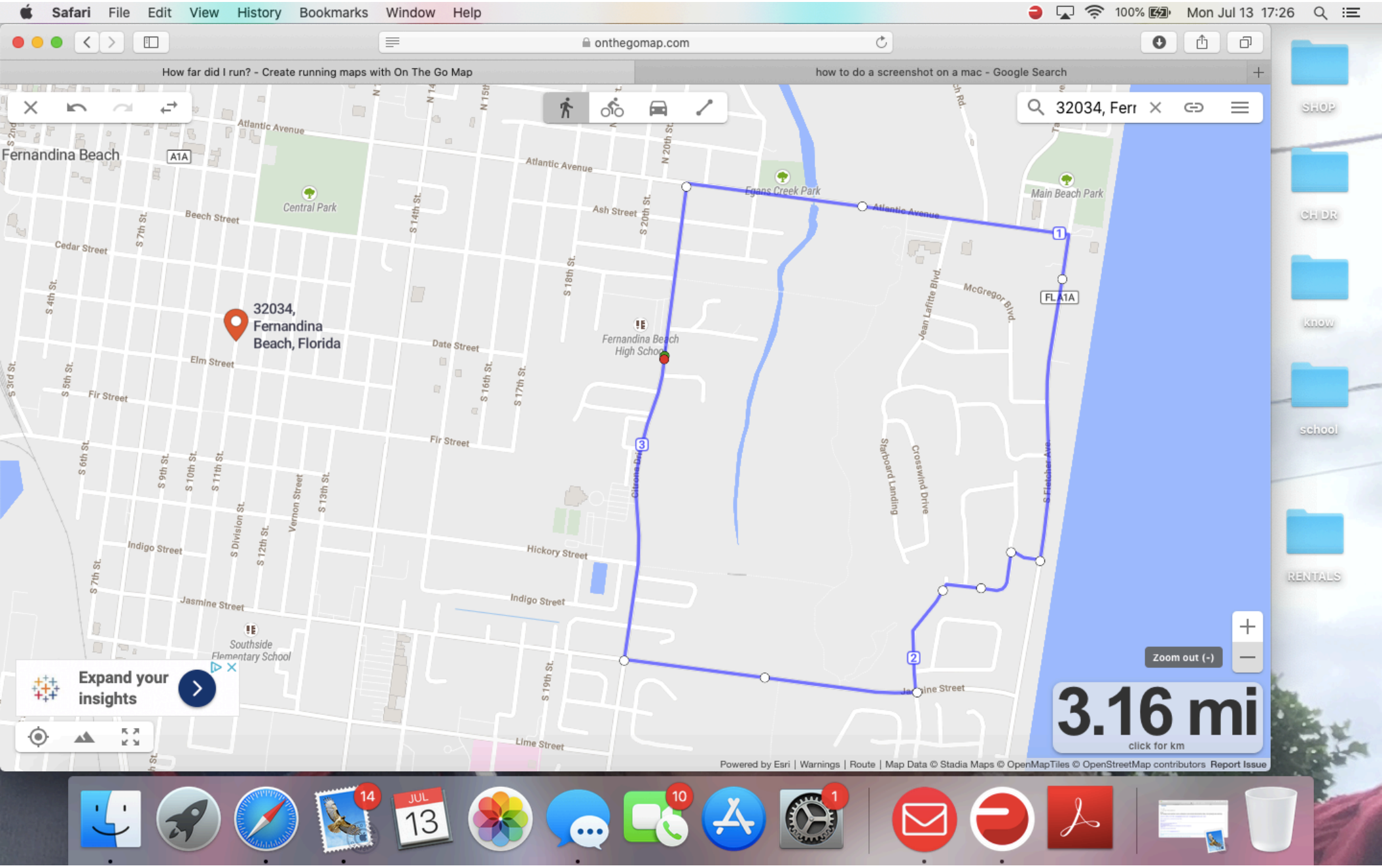
2. NO day of race packet pickup

3. No water on the course

4. Bring your own water if you need it on the course. We will have water in bottles at the start and finish. We will also have a water bottle drop off area near the half-way point on the course. If you take a water bottle with you, do not drop it on the course outside the half-way drop-off area.

5. Please wear a mask when you arrive at the race and adhere to the 6 foot spacing guideline. We encourage everyone to wear a mask until you have started the run/walk.

6. Once you have finished the race please respect the 6 foot social distancing spacing and wear a face covering.


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onthegomap.com
How far did I run? - Create running maps with On The Go Map
how to do a screenshot on a mac - Google Search
32034, Ferr
Fernandina Beach
A1A
Atlantic Avenue
Central Park
Egans Creek Park
Main Beach Park
Beech Street
Ash Street
Cedar Street
32034,
Fernandina
Beach, Florida
Fernandina Beach
High School
Date Street
Elm Street
Fir Street
McGregor Blvd.
Jean Laffitte Blvd.
FL A1A
Starboard Landing
Crosswind Drive
Hickory Street
Indigo Street
Jasmine Street
Lime Street
Southside
Elementary School
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insights
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SHOP
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SPECIAL EVENTS PERMIT APPLICATION

Please refer to the City of Fernandina Beach's Special Event Policies and Procedures available on the City's website (www.fbfl.us/460/Special-Events) before completing this application. **Applications submitted less than sixty days prior to proposed event are not accepted.**

Organization Name: Amelia Island Runners

Applicant Name: Colleen Hodge

Organization Address: PO BOX 15322

City: Fernandina Beach State: FL Zip Code: 32035

Applicant Phone Number: 904 491 0295 or 904 716 6561 (mobile)

Applicant Email Address: 2colleenhodge@gmail.com

Non-Profit: ☒ Yes ☐ No Tax ID # (501c3 must be attached)

Event Name: Stuff the Turkey 5K

Event Date: 26 November 2020

Repeat Event ☒ Yes ☐ No If yes, when? the following year

Setup Time: 06:00

Actual Event Time (if multiple days, please list dates and hours for each day):
08:00 race start

Breakdown Time: 10:00

Event Location: The bus loop of Fernandina Beach High School

Estimated Attendance: 300

Event Description* (please provide detailed description): A 5K Fun Run
Begin at bus Loop North driveway run
North on Citrona turn
East on Atlantic turn
South on Fletcher turn
West on Jasmine turn
North on Citrona and Finish at FBHS bus Loop South driveway

*Map must be attached

Please mark items requested (please see Policies and Procedures for fees): N/A

City Power: ☐ City Water: ☐ Barricades: ☐ (how many? ___) Cones: ☐ (how many? ___)

Banner on Centre St./8th St. ☐ Banner on Lime St./8th St. ☐

Pole Banners: ☐ (how many? 36 available ___)

Dates for Banner (Banners hang from Monday-Monday): _____

Main Beach Marquee: ☐ Atlantic Ave. West Facing Marquee: ☐ Atlantic Ave. East Facing Marquee: ☐

Dates for Marquee: _____

Message for Marquee (up to 16 characters per line, 4 lines):

1. Stuff the Turkey 5K 2. by AIR at FBHS 8AM
3. Active.com 4. Nov 26.

Will alcohol be served? Yes ☐ No ☒

Music (please describe): N/A

Food (please describe): Water and bananas for the runners

Membrane Structure: ☐ Yes ☒ No Tents larger than 10'x10': Yes ☐ No ☒

Street Closures (please describe): _____

Parking Lot Closures* (please describe): N/A

Overnight Parking: Yes ☐ No ☒ If yes, how many vehicles? _____

Public Safety:

Required Police and Fire presence will be determined by the City of Fernandina Beach Police and Fire Departments. The Police Auxiliary Corps (PAC) is a volunteer organization that assists with many events. PAC is not a guaranteed resource, and their availability is determined by the Police Department. PAC provides free services, however donations are appreciated.

Are you requesting off duty police officers? Yes ☐ No ☒

Does your event require use of On-Site Emergency Medical Services Yes ☒ No ☐

Day of Contact for Police/Fire (Name and Number):
Colleen Hodge 904 716 6561 (mobile)

If approved, your event will be placed on the City's website and calendar. Please specify a web link for the public to garner additional information:

*Handicapped parking must remain open for public use.

RELEASE AND INDEMNIFICATION

I declare under penalty of perjury, that to the best of my knowledge and belief, the responses made herein are true and correct. If this application is approved, I understand that **I must furnish an original certificate of General Liability Insurance AND ADDITIONAL INSURED ENDORSEMENT PAGE naming the City of Fernandina Beach as additionally insured.** I understand that a City of Fernandina Beach sponsored activity has precedence over the above schedule, and I will be notified if any conflicts arise. I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand, and agree to abide by the rules and regulations governing the proposed special event under the City of Fernandina Beach, and I understand that this application is made subject to the rules and regulations established by the City Commission and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the event venue, the payment of any and all taxes, and the conduct of the event. The City shall not be liable for the payment of any taxes. I further agree that the payment of such taxes shall not reduce any consideration paid to the City pursuant to this permit. I agree to abide by these rules and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event to the City of Fernandina Beach. I do further promise and hereby further agree to waive, release, absolve, and covenant not to sue the City of Fernandina Beach, its Mayor, Commissioners, employees, officers, volunteers, representatives, attorneys, and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss, or injury of any kind resulting from or in any way arising directly or indirectly out of _____

_____

(describe event- name and dates including setup and breakdown) for which I am applying for this Special Event/Banner Permit and/or use of the City of Fernandina Beach's facility named above. THIS RELEASE INCLUDES A RELEASE FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY AND ALL NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF THE CITY OF FERNANDINA BEACH, ITS MAYOR, COMMISSIONERS, EMPLOYEES, OFFICERS, VOLUNTEERS, REPRESENTATIVES, ATTORNEYS, AND AGENTS. I further promise and agree to indemnify, defend, and hold harmless the City of Fernandina Beach, its Mayor, Commissioners, employees, representatives, officers, volunteers, attorneys, and agents from and against all liability, claims, and expense, including reasonable attorneys' fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of

_____

_____ **(describe event- name and dates including setup and breakdown)** for which I am applying for this Special Event/Banner Permit and/or use of the City of Fernandina Beach's facility named above. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of the rental and/or use of the City of Fernandina Beach's facility named above. THIS RELEASE IS GIVEN AND SIGNED OF MY OWN FREE ACT AND WILL, AND I DO UNDERSTAND AND AGREE TO THE POLICIES OF THE CITY OF FERNANDINA BEACH FOR FACILITY RENTALS. FURTHERMORE, I HEREBY REPRESENT AND WARRANT THAT I HAVE THE AUTHORITY TO BIND.

Applicant Signature Colleen Hodge Date 06/09/2020

Applicant Name (printed) Colleen Hodge

Location for returned security deposit (if other than what is listed above):

Address: _____

City/State/Zip: _____

7. The race will not have an awards ceremony or post-race celebration. Finishing times will be posted on the AIR website **AFTER** the race. Please note the large timer as you cross the line.

8. If you feel ill or have a fever, do not come to packet pickup or to the race.

Attached is the approved route. I look forward to speaking to you about this event.
Thank you,
Colleen Hodge

Amended Permit for Dickens on Centre

SPECIAL EVENTS PERMIT APPLICATION

Please refer to the City of Fernandina Beach's ***Special Event Policies and Procedures*** before completing this application.

Applications submitted less than sixty (60) days prior to proposed event are not accepted.

Organization Name: Amelia Island TDC

Applicant Name: Jaime Fallon

Organization Address: 2398 Sadler Road, Suite 200

City: Fernandina Beach State: FL Zip Code: 32034

Applicant Phone Number: 904-432-2231

Applicant Email Address: jfallon@ameliaisland.com

Non-Profit: ☑ Yes ☐ No Tax ID # (501c3 must be attached) 26-3322522

Event Name: Dickens on Centre / Amelia Island Christmas

Event Date(s): December 4 - 13, 2020

Repeat Event ☑ Yes ☐ No If yes, when? Annually in December

Setup Date and Time: December 4, 2020

Actual Event Time (if multiple days, please list dates and hours for each day):
See attached schedule

Breakdown Date and Time: Monday, December 13, 2020 - morning

Event Location: Historic downtown & lots C & D

Estimated Daily Attendance: TBD /

Event Description* (please provide detailed description for City website):

The Amelia Island TDC in partnership with the Convention & Visitors Bureau is hosting a modified Dickens on Centre. As the annual festival footprint has been cancelled and the CVB will still promote the Dickens holiday season by implementing holiday lighting, decor, music, movies, and meet & greet experiences with St. Nick. Enjoy acoustic holiday music along Centre St while you shop or dine at the inagural Dickens on Centre Dining experience. Make a reservation online to meet St. Nick at the train depot and get your photo taken by Boston Photography. For two weekends only Lot C & D will be transformed into a drive-in movie experience where we encourage you to bring your family, purchase your take out from our local restaurants and enjoy a holiday movie by FM radio in the comforts of your car. spaces are limited and you must register online, movies are TBD.

***Event setup map must be submitted with the application**

If approved, your event will be placed on the City's website and calendar. Please specify a web link for the public to garner additional information: www.ameliaisland.com

Please mark items requested (please see Policies and Procedures for fees):

City Power: ☑ City Water: ☐ Barricades: ☑ (how many? 12) Cones: ☐ (how many? ___)

Banner on Centre St./8th St.: ☑ Banner on Lime St./8th St.: ☐ Pole Banners: ☑ (how many? 26 36 available):

Date for Banner (banners hang from Monday-Monday): Nov 30 - Dec 14

Main Beach Marquee: ☐ Atlantic Ave. West Facing Marquee: ☐ Atlantic Ave. East Facing Marquee: ☐

Dates for Marquee: _____

Message for Marquee (up to 16 characters per line, 4 lines):

_____ _____

_____ _____

Will alcohol be served? No: ☑ Yes: ☐ (if yes, City of FB Police presence is required)

Music (Amplified/Acoustic, etc.)/Name of Band(s)/DJ: Movie screen will use FM transmitter, sound will be contained to cars

Will the event have food? Yes ☐ No ☑ Food Vendors: Yes ☐ No ☑
A fire extinguisher is required for each food booth. If a propane tank is used as a fuel source, it must be secured on the outside of the food booth. A Fire Inspector is required to inspect all food booths. If inspection is required after working hours or on weekends, an additional fee may be charged.

Membrane Structure: Yes ☐ No ☑ (Certificate of Insurance is required from company providing the membrane)

Tents larger than 10'x10': Yes ☐ No ☑ Name of Tent Company: _____
A Tent Permit is required for any tent over 10' x 10'
All tents must be weighted and not staked into the ground
Attach the *Certificate of Flame Resistance* for tents over 10' x 10'

Street Closures (please describe): n/a

_____

Parking Lot Closures* (please describe): Lot C & D for drive-in movie experience

**All handicapped parking must remain open for public use*

Overnight Parking: Yes ☑ No ☐ If yes, how many vehicles? 1
Any vehicle parked on City property overnight (for your event) will incur a $25.00 fee. Owner information must be provided to City of FB Police.

Public Safety:
Required Police and Fire presence will be determined by the City of Fernandina Beach Police and Fire Departments. The Police Auxiliary Corps (PAC) is a volunteer organization that assists with many events. PAC is not a guaranteed resource, and their availability is determined by the Police Department. PAC provides free services, however donations are appreciated.

Are you requesting off duty police officers? Yes ☐ No ☑ Date/Time: _____

Does your event require on-site emergency medical services: Yes ☐ No ☑ Date/Time: _____

Day of Event Contact for Police/Fire (Name and Number): Jaime Fallon 8048153574

RELEASE AND INDEMNIFICATION

I declare under penalty of perjury, that to the best of my knowledge and belief, the responses made herein are true and correct. If this application is approved, I understand that **I must furnish an original certificate of General Liability Insurance AND ADDITIONAL INSURED ENDORSEMENT PAGE naming the City of Fernandina Beach as additionally insured.** I understand that a City of Fernandina Beach sponsored activity has precedence over the above schedule, and I will be notified if any conflicts arise. I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand, and agree to abide by the rules and regulations governing the proposed special event under the City of Fernandina Beach, and I understand that this application is made subject to the rules and regulations established by the City Commission and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the event venue, the payment of any and all taxes, and the conduct of the event. The City shall not be liable for the payment of any taxes. I further agree that the payment of such taxes shall not reduce any consideration paid to the City pursuant to this permit. I agree to abide by these rules and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event to the City of Fernandina Beach. I do further promise and hereby further agree to waive, release, absolve, and covenant not to sue the City of Fernandina Beach, its Mayor, Commissioners, employees, officers, volunteers, representatives, attorneys, and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss, or injury of any kind resulting from or in any way arising directly or indirectly out of Dickens on Centre December 4-13

(Describe event- name and dates including setup and breakdown) for which I am applying for this Special Event/Banner Permit and/or use of the City of Fernandina Beach's facility named above. THIS RELEASE INCLUDES A RELEASE FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY AND ALL NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF THE CITY OF FERNANDINA BEACH, ITS MAYOR, COMMISSIONERS, EMPLOYEES, OFFICERS, VOLUNTEERS, REPRESENTATIVES, ATTORNEYS,
AND AGENTS. I further promise and agree to indemnify, defend, and hold harmless the City of Fernandina Beach, its Mayor, Commissioners, employees, representatives, officers, volunteers, attorneys, and agents from and against all liability, claims, and expense, including reasonable attorneys' fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of
Dickens on Centre December 4-13
(Describe event- name and dates including setup and breakdown) for which I am applying for this Special Event/Banner Permit and/or use of the City of Fernandina Beach's facility named above. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of the rental and/or use of the City of Fernandina Beach's facility named above. THIS RELEASE IS GIVEN AND SIGNED OF MY OWN FREE ACT AND WILL, AND I DO UNDERSTAND AND AGREE TO THE POLICIES OF THE CITY OF FERNANDINA BEACH FOR FACILITY RENTALS. FURTHERMORE, I HEREBY REPRESENT AND WARRANT THAT I HAVE THE AUTHORITY TO BIND.

Applicant Signature _____ Date 10/1/2020

Applicant Name (printed) Jaime Fallon

Location for returned security deposit (if other than what is listed above):

Address: _____

City/State/Zip: _____

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-173
Proposal Approval - Weatherproofing Technologies, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-173.

SYNOPSIS: Staff recommends resurfacing the Atlantic Recreation Center Roof C, Project #21021, utilizing the application of a liquid solution over the entire roof.

The attached Resolution approves hiring Waterproofing Technologies Inc. for the repairs at the Atlantic Recreation Center. The pricing for the roof repairs by Weatherproofing Technologies, Inc. is awarded by pre-bid cooperative purchase contract through the Association of Education Purchasing Agencies (AEPA) via contract #IFB #017-F which is extended to municipalities.

The proposal from Weatherproofing Technologies is $47,470.92, and staff recommends approving an additional 15% contingency due to known skylight repairs that will need to occur during the resurfacing process.

FISCAL IMPACT: Funds are budgeted in the current fiscal year budget in the Recreation Capital Improvement Fund account, 3007200 56300, as part of Project #21021.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-173.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	10/22/2020
Nicole Bednar, Administrative Services Manager	11/2/2020
Dale L. Martin, City Manager	11/4/2020
Pauline Testagrose, Comptroller	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020

Date: October 21, 2020

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2020-173

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING WEATHERPROOFING TECHNOLOGIES, INC (A SUBSIDIARY OF TREMCO INC.) TO PERFORM ROOF REPAIRS TO THE ATLANTIC RECREATION CENTER IN AN AMOUNT NOT TO EXCEED $55,000; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Atlantic Recreation Center Auditorium has experienced roof leaks; and

WHEREAS, staff recommends Weatherproofing Technologies, Inc. (a subsidiary of Tremco Inc.) to make the necessary repairs and resurface the Atlantic Recreation Center roof C, project #21021; and

WHEREAS, pricing for roof repairs by Weatherproofing Technologies, Inc. is awarded by pre-bid cooperative purchase contract through the Association of Education Purchasing Agencies (AEPA) via contract #IFB 017-F, Exhibit "A"; and

WHEREAS, funding is included in the Recreation Improvements account, 3007200 56300, in Fiscal Year 2020/2021.

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

SECTION 1. The City Commission hereby approves Weatherproofing Technologies, Inc. for the repairs at the Atlantic Recreation Center in an amount not to exceed $55,000.

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

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

ADOPTED this 17th day of November, 2020.

ATTEST:

_____
Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

_____
John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



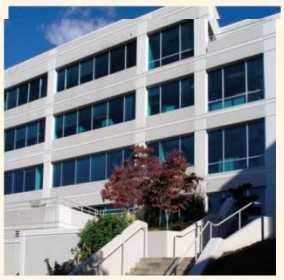
_____
Tammi E. Bach
City Attorney

City of Fernandina Beach
Atlantic Rec Center
Roof C - Restoration

Project # 21021

1017 South 5th St
Fernandina Beach,
FL






Submitted by:

Weatherproofing Technologies, Incorporated.
A Subsidiary of Tremco Incorporated.
3735 Green Road
Beachwood, OH 44122

October 20th, 2020

AEPA/PAEC Contract #IFB #017-F
Proposal #5043189

WTI General Services Proposal

Re: Project Name/Address: Atlantic Rec Center: Roof C
Customer (the "Customer"): City of Fernandina Beach

Dear Jeremiah Glisson

Thank you for allowing Weatherproofing Technologies, Inc. ("WTI") to provide you with a proposal for work at the above-referenced location.

CONTRACT PRICE:

$ 47,470.92 (plus applicable tax) ❑ Labor Only ❑ Time and Materials NTE ☑ Lump Sum

SCOPE OF WORK (THE "WORK"):

*Please see attached scope of work

1. System can be re-treated in 20 years to extend the life for additional 20 years
2. Proposal Includes Bonds
3. 20 Year QA Warranty
   a. Inspections / Roof Maintenance to occur in Years 2,5,10,15 of the warranty period

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Customer at the end of each calendar month for the amount due for the portion of the Work completed during that month. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed. Customer shall pay WTI in full within thirty (30) days after receipt of each invoice.

A Subsidiary of Tremco Incorporated
3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com
An RPM Company

TERMS AND CONDITIONS:
This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Please confirm your acceptance either by return e-mail to the representative identified below or by having an authorized representative of Customer sign in the space provided below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work. We appreciate your business and look forward to working with you at your facility.

Sincerely, Brian Blaydes

WEATHERPROOFING TECHNOLOGIES, INC.

By: Brian Blaydes
Title: Field Advisor
Phone: 317-445-1574
E-mail: bblaydes@tremcoinc.com

AUTHORIZATION AND ACCEPTANCE:

Authorization is hereby given to WTI to proceed with the Work.

Customer:

By: See Purchase Order for signatures and terms.
P.O. number (if required):
Print name:
Title:
Date:

APPROVED AS TO FORM AND LEGALITY:
CITY ATTORNEY

A Subsidiary of Tremco Incorporated
3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com
An RPM Company

City of Fernandina Beach

Fernandina Beach Atlantic Rec Center: Roof C Restoration

1. Check in with customer daily upon arrival.
2. Perform daily safety audit as required.
3. Set up Safety equipment as to maintain compliance with WTI/OSHA standards.
4. Meet with WTI foreman at jobsite to review safety plan and scope of work.
5. Install new Alphaguard roof system as follows:
    a. Mix curing catalyst into Alphaguard BIO Base Coat.
    b. Apply to field of roof at a rate of 4 Gallons per 100 square feet.
    c. Immediately embed 9” high tensile strength polyester reinforcement into wet base coat.
    d. Reinforcement at side laps and end laps.
    e. Embed polyester into base coat until completely encapsulated.
    f. Allow to cure.
    g. Mix curing catalyst into Alphaguard BIO Top Coat.
    h. Apply to Alphaguard BIO Top Coat over previously treated base coat areas at a rate of 3 gallons per 100 square feet.
6. Flashing Application
    a. Apply Alphaguard M-Prime to soil stacks.
    b. Apply Alphaguard BIO Base coat and polyester reinforcing fabric, terminate minimum height of 8”.
    c. Allow to cure.
    d. Apply Alphaguard BIO Top coat.
7. Place all empty buckets into garbage bags to prevent leakage.
8. Dispose of all debris/trash into container supplied by WTI.
9. Any changes or additions will be performed only after a change order has been executed.

Tremco Incorporated



Let's connect! Read our Fall Newsletter.

Weatherproofing Technologies/Tremco - Roofing Contract AEPA 017-F

View All Vendors in This Category

Visit the Awarded Contracts Index

For more than a decade, Tremco Roofing and Building Maintenance and Its subsidiary WTI (Weatherproofing Technologies, Inc.) have been providing AEPA members with unique facility asset management solutions designed to reduce your roofing and building envelope life-cycle costs, while improving building performance.

Expedited contract procurement and our comprehensive start-to-finish project management capabilities allow you to concentrate on your daily responsibilities while WTI takes the responsibility for ensuring a safe, dry, comfortable environment.

AEPA 017-F Roofing, Contract Expires February 28, 2021

KCDA Contacts

Jeanne Cassidy, Contract and Procurement Specialist

425-251-8115, 800-422-5019, ext. 131
253-395-5402
jcassidy@kcda.org

Vendor Contacts

Desiree Huff

541-905-1589
DHuff@tremcoinc.com

PNW Team and KCDA Operations Information (PDF)

Services for Washington Schools (PDF)

AlphaGuard™ BIO: Roof Restoration (Video)

2018 KCDA Top Vendor **2017 KCDA Top Vendor**

Products & Services −

Roofing Materials, Installation, Site Work and Envelope Services

How to Order +

Contract Documents +

Bid Documents +

AEPA Cooperative Partner +

MSDS/SDS Sheets +

Florida

Contact: Larche Hardy

Work Phone: (850) 638-6131 ext. 2256

Work Email: Larche.hardy@paec.org

Website: http://www.floridabuy.org/

Biography

The AEPA member in Florida is the PAEC Florida Buy.

Eligible Customers

K-12 Public & Private Schools | Colleges & Universities | Public Libraries | City, County & State Government

Neighboring States Served

Alabama | Georgia

The Association of Educational Purchasing Agencies (AEPA) is a multi-state non-profit organization whose members share the common goal of saving public agencies money.

However, we understand that this unique identity can cause a little confusion about who you need to contact to get information. Below is a list of frequently asked questions for your reference.



SCHOOLS, EDUCATION, AND GOVERNMENT

? Who is eligible to purchase off of the AEPA contracts?

Our primary customer-base is K-12 schools, but many members extend their contracts to higher education, municipalities, and non-profit organizations. This differs slightly in each state, based on the charters of the member agencies. Check with your local member agency for more details.

? How do I purchase off of the contracts?

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-174
Proposal Approval - Weatherproofing Technologies, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-174.

SYNOPSIS: The Golf Course Equipment Building was built in 1998 and the original sheet metal roof is at the end of its life. Staff recommends resurfacing the Golf Course Equipment Building Roof, utilizing the application of a liquid solution over the entire roof.

The attached Resolution approves hiring Waterproofing Technologies Inc. for the repairs at the Golf Course. The pricing for the roof repairs by Weatherproofing Technologies, Inc. is awarded by pre-bid cooperative purchase contract through the Association of Education Purchasing Agencies (AEPA) via contract #IFB #017-F which is extended to municipalities.

The proposal from Weatherproofing Technologies is $24,997.22.

FISCAL IMPACT: Funds are budgeted in the current fiscal year budget in the Golf Course Improvements account, 410 56300, as part of Project #21024.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-174.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	10/30/2020
Nicole Bednar, Administrative Services Manager	11/2/2020
Dale L. Martin, City Manager	11/4/2020
Pauline Testagrose, Comptroller	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020

Date: October 22, 2020

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2020-174

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING WEATHERPROOFING TECHNOLOGIES, INC (A SUBSIDIARY OF TREMCO INC.) TO PERFORM ROOF REPAIRS TO THE GOLF COURSE EQUIPMENT BUILDING ROOF IN AN AMOUNT NOT TO EXCEED $24,997.22; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Golf Course Equipment Building was built in 1998. The original sheet metal roof is at the end of its life; and

WHEREAS, staff recommends Weatherproofing Technologies, Inc. (a subsidiary of Tremco Inc.) to make the necessary repairs and resurface the Golf Course Equipment Building Roof, project #21024; and

WHEREAS, pricing for roof repairs by Weatherproofing Technologies, Inc. is awarded by pre-bid cooperative purchase contract through the Association of Education Purchasing Agencies (AEPA) via contract #IFB 017-F, Exhibit "A"; and

WHEREAS, funding is included in the Golf Course Improvements account, 410 56300, in Fiscal Year 2020/2021.

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

SECTION 1. The City Commission hereby approves Weatherproofing Technologies, Inc. for the repairs at the Golf Course Equipment Building Roof in an amount not to exceed $24,997.22.

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

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

ADOPTED this 17th day of November, 2020.

ATTEST:

_____
Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

_____
John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



_____
Tammi E. Bach
City Attorney

WTI General Services Proposal

Resolution 2020-174
Exhibit "A"



PROPOSAL

Proposal Prepared for:

City of Fernandina Beach
ATTN: Mr. Jeremiah Glisson
1017 South 5th Street
Fernandina Beach, FL 32034
October, 29th, 2020
Golf Club Maintenance Restoration

AEPA/PAEC Contract #IFB #017-F

Proposal #5043659









A Subsidiary of Tremco Incorporated
3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com
An RPM Company

WTI General Services Proposal

Re: Project Name/Address: Golf Club Maintenance Restoration
Customer (the "Customer"): City of Fernandina Beach

Dear Jeremiah Glisson

Thank you for allowing Weatherproofing Technologies, Inc. ("WTI") to provide you with a proposal for work at the above-referenced location.

CONTRACT PRICE:

$ 24,997.22 (plus applicable tax) ❑ Labor Only ❑ Time and Materials NTE ☑ Lump Sum

SCOPE OF WORK (THE "WORK"):

Scope of Work - Attached

12-year QA Warranty - Maintenance Inspections in years 2, 5 and 10

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Customer at the end of each calendar month for the amount due for the portion of the Work completed during that month. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed. Customer shall pay WTI in full within thirty (30) days after receipt of each invoice.

A Subsidiary of Tremco Incorporated
3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com
An RPM Company

TERMS AND CONDITIONS:
This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Please confirm your acceptance either by return e-mail to the representative identified below or by having an authorized representative of Customer sign in the space provided below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work. We appreciate your business and look forward to working with you at your facility.

Sincerely, Brian Blaydes

WEATHERPROOFING TECHNOLOGIES, INC.
By: Brian Blaydes
Title: Field Advisor
Phone: 317-445-1574
E-mail: bblaydes@tremcoinc.com

AUTHORIZATION AND ACCEPTANCE:

Authorization is hereby given to WTI to proceed with the Work.

Customer:

By:
P.O. number (if required):
Print name:
Title:
Date:

APPROVED AS TO FORM AND LEGALITY:
CITY ATTORNEY

A Subsidiary of Tremco Incorporated
3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com
An RPM Company

Tremco Incorporated
North Florida

Brian Blaydes
Field Advisor

Mobile: 317-445-1574
Email: bblaydes@tremcoinc.com

City of Fernandina Beach

Golf Club Maintenance Bldg Scope of Work

1) Setup safety needs per WTI/OSHA requirements.

2) Power wash approximately 41 squares of metal roofing.

3) Repair rusted holes, in the roof.

a) Cut out the defect portion of the metal panel.

b) Install a new panel, lift up old panel, insert new panel in shingle fashion to ensure no backwater laps.

c) Seal between metal laps with Butyl Tape.

d) Fasten the panels, to the existing framing.

4) Seal roof fasteners.

a) Tighten/replace loose fasteners, with oversized fasteners.

b) Encapsulate each fastener with Urethane Sealant.

5) Seal approximately 160 linear feet of end laps.

a) Add additional fasteners, where needed, to tighten laps.

b) Seal the lap with a 1/8" thick by 4" wide bead with Urethane Sealant.

6) Rake Edges

a) Tighten/Replace loose fasteners.

b) Apply a three-course application of Urethane sealant/high tensile strength polyester reinforcing fabric/urethane sealant.

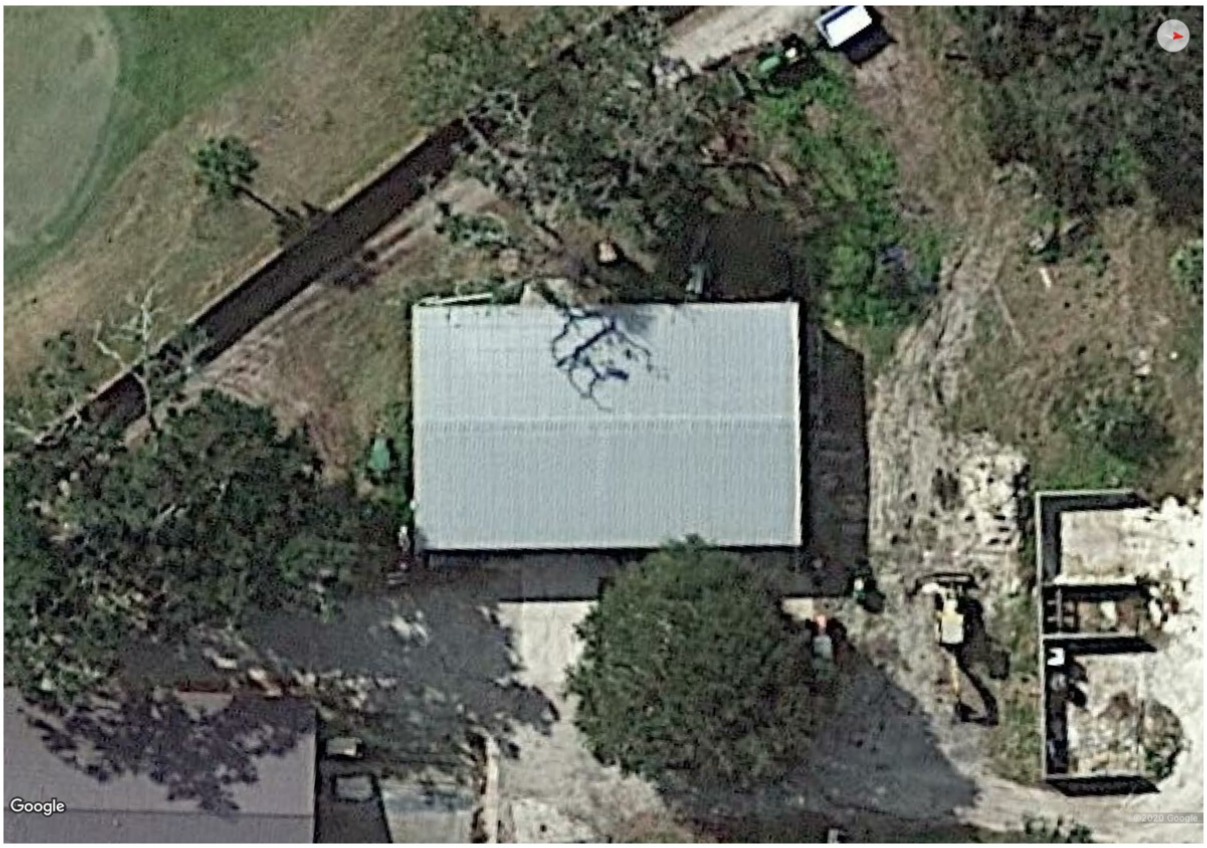
7) Ridge Cap

a) Apply a three-course application of Urethane sealant/high tensile strength polyester reinforcing fabric at all joints and underside of metal enclosures (both sides).

8) Once all repairs have been made, coat the roof with Alumanation 301, at 2 gallons per 100 square feet.

9) Upon successful final inspection, the manufacturer will provide a 12-year QA warranty.

OVERVIEW



Let's connect! Read our Fall Newsletter.

Weatherproofing Technologies/Tremco - Roofing Contract AEPA 017-F

View All Vendors in This Category

Visit the Awarded Contracts Index

For more than a decade, Tremco Roofing and Building Maintenance and Its subsidiary WTI (Weatherproofing Technologies, Inc.) have been providing AEPA members with unique facility asset management solutions designed to reduce your roofing and building envelope life-cycle costs, while improving building performance.

Expedited contract procurement and our comprehensive start-to-finish project management capabilities allow you to concentrate on your daily responsibilities while WTI takes the responsibility for ensuring a safe, dry, comfortable environment.

AEPA 017-F Roofing, Contract Expires February 28, 2021

KCDA Contacts

Jeanne Cassidy, Contract and Procurement Specialist

425-251-8115, 800-422-5019, ext. 131
253-395-5402
jcassidy@kcda.org

Vendor Contacts

Desiree Huff

541-905-1589
DHuff@tremcoinc.com

PNW Team and KCDA Operations Information (PDF)

Services for Washington Schools (PDF)

AlphaGuard™ BIO: Roof Restoration (Video)

2018 KCDA Top Vendor **2017 KCDA Top Vendor**

Products & Services −

Roofing Materials, Installation, Site Work and Envelope Services

How to Order +

Contract Documents +

Bid Documents +

AEPA Cooperative Partner +

MSDS/SDS Sheets +

Florida

Contact: Larche Hardy

Work Phone: (850) 638-6131 ext. 2256

Work Email: Larche.hardy@paec.org

Website: http://www.floridabuy.org/

Biography

The AEPA member in Florida is the PAEC Florida Buy.

Eligible Customers

K-12 Public & Private Schools | Colleges & Universities | Public Libraries | City, County & State Government

Neighboring States Served

Alabama | Georgia

The Association of Educational Purchasing Agencies (AEPA) is a multi-state non-profit organization whose members share the common goal of saving public agencies money.

However, we understand that this unique identity can cause a little confusion about who you need to contact to get information. Below is a list of frequently asked questions for your reference.



SCHOOLS, EDUCATION, AND GOVERNMENT

? Who is eligible to purchase off of the AEPA contracts?

Our primary customer-base is K-12 schools, but many members extend their contracts to higher education, municipalities, and non-profit organizations. This differs slightly in each state, based on the charters of the member agencies. Check with your local member agency for more details.

? How do I purchase off of the contracts?

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-175
Indigo (Billy Casper) Golf Agreement

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-

SYNOPSIS: The current five-year agreement between Billy Casper Golf (re-branded as Indigo Golf Partners, or IGP) expires on December 13, 2020. Copies of the original 2010 agreement and the 2015 extension are attached. IGP has provided the attached Golf Course Partnership Summary for consideration for a subsequent five-year extension of the current agreement.

The Golf Course financial condition has been the subject of significant discussion, culminating with the 2019 Integrated Financial Sustainability Analysis (commonly referred to as the Stantec report; portion attached). In that report, the authors recommended additional General Fund support to eliminate the Golf Course's cumulative cash flow deficit (owed to other City funds) which was projected at approximately $1,264,000. Under the Stantec model, the cumulative cash flow deficit would have been eliminated within five years. As part of the City's FY 2021 budget, the Stantec model was not incorporated, leaving the financial sustainability of the Golf Course unresolved.

The Golf Course's existing debt (related to clubhouse renovations) is nearly eliminated, with the final payment of approximately $120,000 due this year. Although the elimination of the debt service payments improves the financial sustainability of the Golf Course on an annual basis, it does not address the cumulative cash flow deficit: the deficit is stabilized, but not reduced.

The additional projected revenue due to the introduction of Toptracer is expected to enhance the financial condition of the Golf Course. The Toptracer facility is currently under construction and likely to be available for use within sixty to ninety days. The additional anticipated revenue can be applied, in part, to reducing the cumulative deficit.

As part of the analysis of the financial viability of Toptracer, costs associated with the management agreement were also examined: without the additional General Fund support recommended by the Stantec report, alternatives to reducing the cumulative deficit had to be considered. The analysis of the management agreement indicated a projected savings of approximately $200,000 annually if the City resumed internal operations of the Golf Course. Ms. Jodi Henson, University of North Florida Small Business Development Center, prepared the attached document titles, "Getting the Fernandina Beach Golf Club to Profitability."

The relationship with Billy Casper Golf has been a extremely professional and cordial partnership. Billy Casper Golf leadership and staff have been supportive of City efforts and events. Despite this relationship, the City must find additional opportunities to address the financial sustainability of the Golf Course, and the likely savings to be realized by returning the Golf Course to internal City operations cannot be overlooked.

FISCAL IMPACT: See attachments.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission not renew the Golf Course management agreement with Indigo Golf Partners (formerly Billy Casper Golf), letting the current agreement expire on December 13, 2020.

Dale L. Martin, City Manager	11/9/2020
Pauline Testagrose, Comptroller	11/10/2020
Tammi E. Bach, City Attorney	11/10/2020

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

Submitted By: Katie Newton, Legal Assistant

Date: October 30, 2020

COMMISSION ACTION: Approve

RESOLUTION 2020-175

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, DECLARING ITS INTENT TO RENEW/NOT RENEW THE CITY'S CONTRACT WITH INDIGO GOLF PARTNERS (FORMERLY BILLY CASPER GOLF, LLC); AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE APPROVED COURSE OF ACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 9, 2010, the City entered into a five-year agreement with Billy Casper Golf via Resolution 2010-148 for golf course management services, and extended the agreement in 2015 for an additional five years via Resolution 2015-30; and

WHEREAS, the contract is set to expire on December 13, 2020; and

WHEREAS, Billy Casper Golf, LCC, now known as Indigo, has submitted a proposal to extend the contract; and

WHEREAS, the City Manager recommends that, for budgetary reasons, the City explore other options for managing the City golf course facilities, including staffing and management by City employees.

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 Manager to negotiate an extension of the current agreement with Indigo Golf Partners OR declares that it will allow the City's agreement with Billy Casper, LLC, to expire on December 13, 2020, and authorizes the City Manager to return the City Golf Course to internal City operations.

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

ADOPTED this 17th 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

RESOLUTION 2015-92

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE GOLF COURSE AMENITIES AND MANAGEMENT AGREEMENT WITH BILLY CASPER GOLF, LLC ("BCG") TO CLARIFY INSURANCE REQUIREMENTS; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend the Management Agreement with Billy Casper Golf, LLC in order to correctly reflect the City and BCG's insurance responsibilities for the Golf Club.

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

SECTION 1. The City Commission hereby approves the Second Amendment to the Municipal Golf Course Amenities and Management Agreement with Billy Casper Golf, LLC, attached hereto as Exhibit "A".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute this Agreement upon review and approval by the City Attorney.

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

ADOPTED this 16th day of June, 2015.

CITY OF FERNANDINA BEACH

Edward E. Boner
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

SECOND AMENDMENT TO
MUNICIPAL GOLF COURSE AND AMENITIES
MANAGEMENT AGREEMENT BETWEEN
BILLY CASPER GOLF, LLC AND
CITY OF FERNANDINA BEACH, FLORIDA

This Second Amendment to Municipal Golf Course and Amenities Management Agreement Between Billy Casper Golf, LLC and City of Fernandina Beach, Florida ("First Amendment") is entered into this 16th day of June, 2015 between the City of Fernandina Beach, a Florida municipal corporation ("City"), and BILLY CASPER GOLF, LLC, a Virginia limited liability company, whose address is 8300 Boone Boulevard, Suite 350, Vienna, VA 22182 ("BCG "):

WITNESSETH:

WHEREAS, on December 13, 2010, the City and BCG entered into a 5-year management agreement for management of the City's municipal golf course ("Agreement");

WHEREAS, on February 17, 2015, the City Commission approved a First Amendment extending the term of the Agreement another 5 years and providing that BCG would invest $50,000 of its own money to renovate greens; and

WHEREAS, both parties now desire to amend Section 11 "Insurance" to clarify insurance requirements under the Agreement.

NOW THEREFORE, based on mutual consideration, the sufficiency of which is agreed to between the parties, the parties hereby agree to amend the Agreement as follows:

The following section number is copied, amended and restated from the Agreement in this Second Amendment:

~~11. INSURANCE~~

~~BCG shall maintain insurance coverage for all necessary insurances including but not limited to property casualty insurance for the Golf Course, commercial general liability, liquor liability, inventory, workman's compensation coverage, and theft coverage, listing City as an additional insured as listed in Exhibit A as long as BCG has access to the property. City shall notify BCG if City desires to have any property insured through BCG Master Insurance policy in writing, 30 days prior to the effective date of such coverage. Any insurance coverage for property loss shall include full replacement value. The costs incurred by BCG for insurance coverage applicable to the Golf Course or Golf Course operations shall be included in the approved Golf Course budget. BCG shall provide to the City a certificate of coverage listing the City as additional insured with regard to all applicable insurance coverage's BCG carries pursuant to this Agreement. The policy shall prohibit termination, expiration, cancellation, or substantial modification without at least thirty (30) days prior written notice to the City.~~

~~As a part of the Golf Course budget planning process for each subsequent Fiscal Year (beginning in FY2011 – 2012), all insurance coverage will be re-evaluated and specific coverage may be redistributed between the City and BCG depending on what is most advantageous to the parties. However, at all times the cost for insurance coverage for the Golf Course and the Golf Course operations shall remain a part of the Golf Course budget and will ultimately be paid or reimbursed by the City.~~

11. INSURANCE.

BCG shall secure and maintain a separate Workers' Compensation, Crime, Liquor Liability, Employment Practices Liability, and any other employee related liability coverage for the Club, as well as Umbrella coverage for these liability coverages as applicable, as set forth in Exhibit A, provided BCG has continued access and control of the property.

Such policies shall name City, and any applicable third parties as additional insured under such policies. All insurance policies required hereunder shall contain a provision requiring the insurer to notify BCG, City and other named insured at least thirty (30) days in advance of any cancellation or termination of such policy (except in the event of termination of this Management Agreement) and satisfactory waiver of subrogation provisions. BCG's secured coverage's shall not include D & O coverage for City. Except as provided for elsewhere in this Paragraph, BCG shall be responsible for securing and maintaining all of the insurance policies required hereunder, provided, however, that BCG shall have no obligation to pay such premiums from its own funds. BCG shall obtain competitive bids for the coverage each year. BCG contemplates that it will secure such insurance as a part of a blanket policy; the premiums attributable to the Club shall be determined by making a reasonable allocation based on the relation of the amount of insurance carried for the Club to the total policy amount provided for other BCG clubs in the blanket policy, and the blanket policies shall have coverage in the amounts set forth in Exhibit A. The premiums for any and all such policies shall be paid from the Operating Account to be provided by City pursuant to Paragraph 5 hereof and in accordance with the Annual Budget and Program, or by City in the event there is insufficient working capital available.

City shall notify BCG if City desires BCG to secure Property, Inland Marine, Auto, and/or General Liability through BCG Master Insurance policy in writing, thirty 30) days prior to the effective date of such coverage. City shall be liable for the payment of the premiums of said insurance for so long as City shall own the Club during the term of this Agreement.

In the event that City does not secure General Liability coverage through BCG Master Insurance policy, City shall name BCG and FBGM as additional insured under its General Liability policy and all other Liability policies as they relate to the operation of the Club. Such insurance policies shall provide at least thirty (30) days written notice to BCG in advance of any cancellation or termination of such policies and satisfactory waiver of subrogation provisions. City shall maintain a minimum policy limit of ~~one~~

three million dollars ($3,000,000) per occurrence and three million dollars ($3,000,000) general aggregate. A Certificate of Insurance shall be delivered to BCG on or before the Effective Date of this Agreement, and an Endorsement to the policy showing BCG and FBGM as additional insured shall be delivered to BCG within thirty (30) days of the Effective Date of this Agreement.

All other terms and provisions of the Agreement and Exhibits not amended by this Second Amendment shall remain in full force and effect.

WITNESS WHEREOF, the parties have executed this First Amendment on the 16th day of June, 2015.

CITY OF FERNANDINA BEACH

Joe Gerrity, City Manager

BILLY CASPER GOLF, LLC

By:

Print Name: R. ALEX ELMORE III

Its: PRESIDENT

ATTEST:

Caroline Best, City Clerk

APPROVED TO AS FORM AND LEGALITY:

Tammi E. Bach, City Attorney

C: RCG Jack

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2015-92
Amending the Billy Casper Golf Management Agreement to Clarify Insurance Requirements

DEPARTMENT: City Attorney's Office

ATTACHMENTS: ___ Ordinance _X_ Resolution
___ Support Documents ___ Other

RECOMMENDED ACTION: Approve Resolution 2015-92

SUMMARY: Billy Casper Golf has requested that the Management Agreement be amended to clarify insurance requirements. Since the City purchases insurance for the Golf Club, including property/casualty and liability to cover property damage and personal injury, Billy Casper Golf requests that the Agreement reflect the parties' insurance responsibilities. Billy Casper Golf secures and pays for its own workers compensation, liquor liability and employment practices liability coverage to insure its employees.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: See above.

DEPARTMENT HEAD	Submitted by: Tammi Bach City Attorney	Date: 5/22/15
	Requested Agenda	Date: 6/16/15
FINANCE DEPARTMENT	Approved as to Budget Requirements ———	Date: ———
CITY ATTORNEY	Approved as to Form and Legality TEB	Date: 6/9/15
CITY MANAGER	Approved Agenda Item for 6/16/15	Date: 5/22/15

COMMISSION ACTION:
✓ Approved As Recommended
___ Approved With Modification
___ Other
___ Disapproved
___ Postponed to Time Certain
___ Tabled

Approved at the City Commission
Regular Meeting
Held on 6/16/15
Voted: 5-0 Initial: HB

City of Fernandina Beach

OFFICE OF THE CITY CLERK

June 22, 2015

Billy Casper Golf
Attn: Kimberly Stahl
8300 Boone Blvd., Suite 350
Vienna, VA 22182

Re: Second Amendment to Management Agreement – Billy Casper Golf, LLC

Dear Ms. Stahl,

The Fernandina Beach City Commission at their Regular Meeting on June 16, 2015 approved Resolution 2015-92 clarifying insurance requirements of the Golf Course Amenities and Management Agreement with Billy Casper Golf, LLC and enclosed is an original agreement and a copy of the Resolution for your files.

If you have any questions, please let us know.

Sincerely,

City of Fernandina Beach

Kimberly Elliott-Briley
Deputy City Clerk

RESOLUTION 2015-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FIVE-YEAR EXTENSION OF THE GOLF COURSE AMENITIES AND MANAGEMENT AGREEMENT WITH BILLY CASPER GOLF, LLC ("BCG") IN EXCHANGE FOR BCG PAYING $50,000 TO REGRASS GREENS ON WEST COURSE; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, BCG has offered to pay $50,000 of its own money in fiscal year 2014/15 to ~~rebuild~~ regrass greens on the West Course of the City's Golf Course facility in exchange for a five-year (5) extension to their management agreement with the City which would expire December 13, 2020.

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

SECTION 1. The City Commission hereby approves the First Amendment to the Municipal Golf Course Amenities and Management Agreement with Billy Casper Golf, LLC, attached hereto as Exhibit "A".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute this Agreement upon review and approval by the City Attorney.

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

ADOPTED this 17th day of February, 2015.

CITY OF FERNANDINA BEACH

Edward E. Boner
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

FIRST AMENDMENT TO MUNICIPAL GOLF COURSE AND AMENITIES MANAGEMENT AGREEMENT BETWEEN BILLY CASPER GOLF, LLC AND CITY OF FERNANDINA BEACH, FLORIDA

This First Amendment to Municipal Golf Course and Amenities Management Agreement Between Billy Casper Golf, LLC and City of Fernandina Beach, Florida ("First Amendment") is entered into this 3rd day of ~~February~~ March, 2015 between the City of Fernandina Beach, a Florida municipal corporation ("City"), and BILLY CASPER GOLF, LLC, a Virginia limited liability company, whose address is 8300 Boone Boulevard, Suite 350, Vienna, VA 22182 ("BCG "):

WITNESSETH:

WHEREAS, on December 13, 2010, the City and BCG entered into a 5-year management agreement for management of the City's municipal golf course ("Agreement"); and

WHEREAS, both parties now desire to amend Sections 3(A) "Term" and 4(E) "Repair, Maintenance and Improvements' to provide for a five (5) year extension of the Agreement beyond the initial term to expire on December 13, 2020 and to have BCG fund $50,000 solely for the purpose of re-grassing the nine greens on the West Course of the Golf Course.

NOW THEREFORE, based on mutual consideration, the sufficiency of which is agreed to between the parties, the parties hereby agree to amend the Agreement as follows:

The following section numbers are copied, amended and restated from the Agreement in this First Amendment:

3. MANAGEMENT

A. Term: City hereby engages BCG to manage the Golf Course and BCG hereby agrees to manage the Golf Course for an initial term of five (5) years. The term of this Agreement may be extended upon mutual written agreement by both parties at any time. The initial term begins on the date of this Agreement as set forth in the first paragraph. This Agreement is renewed for an additional five (5) year term beginning December 14, 2015 and terminating on December 13, 2020. The additional five (5) year term may be extended as stated above by mutual written agreement of the parties.

4. DUTIES OF BCG

E. Repair. Maintenance and Improvements: BCG shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the acquisition of furniture, fixtures and supplies for the Golf Course, and the purchase, lease or other acquisition of the same, on behalf of the City. BCG agrees to follow and comply with the City's Purchasing Ordinance, Policies and Procedures for all purchases, except as otherwise provided herein. BCG shall make and execute, or supervise and have control

over the making and executing of, all decisions concerning the routine day-to-day maintenance, repair and landscaping of the Golf Course, on behalf of the City. In connection with performance of routine day-to-day maintenance, repair and landscaping, BCG shall negotiate and supervise the installation of minor capital improvements related to the Golf Course which BCG, in its reasonable discretion, deems necessary or appropriate; provided, however, that BCG shall obtain the prior approval of the City for all expenditures in excess of one thousand dollars ($ 1,000.00) for any one item (except monthly or recurring operating charges). All repair, maintenance and improvement costs relating to the golf course, clubhouse, including all fixtures, furniture and equipment of the Golf Course shall be paid with funds from the Operating Account, subject to the approved Golf Course budget or any subsequent approvals. All furniture, fixtures, and equipment, and vehicles (leased or owned) and improvements existing at the Golf Course on the effective date of this Agreement shall remain the property of the City and shall not be disposed of, converted, sold, divested, transferred, or considered surplus by BCG without the express written consent of the City. The parties expressly agree that as consideration for the City agreeing to extend this Agreement for five (5) years beyond the initial term that BCG shall fund Fifty Thousand Dollars ($50,000.00) for the sole purpose of re-grassing the nine greens on the West Course of the Golf Course.

All other terms and provisions of the Agreement and Exhibits not amended by this First Amendment shall remain in full force and effect.

WITNESS WHEREOF, the parties have executed this First Amendment on the 3rd day of March, 2015.

CITY OF FERNANDINA BEACH

Joe Gerrity, City Manager

BILLY CASPER GOLF, LLC

By:

Print Name: R. ALEX ELMORE

Its: PRESIDENT

ATTEST:

Caroline Best, City Clerk

APPROVED TO AS FORM AND LEGALITY:

Tammi E. Bach, City Attorney

RESOLUTION 2010-148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ACCEPTING AND APPROVING A GOLF COURSE AND AMENITIES MANAGEMENT AGREEMENT WITH BILLY CASPER GOLF, LLC; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (#10-100) for the management/lease of the City of Fernandina Beach Golf Club; and

WHEREAS, the City Manager-appointed Fernandina Beach Golf Club Evaluation Committee reviewed and evaluated three (3) accepted proposals for management contracts; and

WHEREAS, in its written recommendation to the City Manager dated September 16, 2010, the Fernandina Beach Golf Club Evaluation Committee found that Billy Casper Golf, LLC offered the best proposal for management of the City of Fernandina Beach Golf Club; and

WHEREAS, on October 19, 2010, the City Commission accepted the proposal from Billy Casper Golf, LLC and the City Manager's recommendation to negotiate a management contract with Billy Casper Golf, LLC; and

WHEREAS, various City officials and appointed legal counsel have, after many hours of discussion and negotiation, drafted an equitable and fair management agreement, which meets the requirements in the City's RFP.

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 Golf Course and Amenities Management Agreement , attached hereto as Exhibit "A", with Billy Casper Golf, LLC to manage the City of Fernandina Beach Golf Club located at 2800 Bill Melton Road.

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

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

ADOPTED this 9th day of December, 2010.

ATTEST:

Mary L. Mercer
City Clerk

CITY OF FERNANDINA BEACH

Susan Hardee Steger
Commissioner-Mayor

APPROVED AS TO FORM:

Tammi E. Bach
City Attorney

City of Fernandina Beach

OFFICE OF THE CITY CLERK

December 13, 2010

Mr. R. Joseph Goodrich, Senior Vice President
Billy Casper Golf
8300 Boone Boulevard, Suite #350
Vienna, VA 22182

Re: Municipal Golf Course and Amenities Management Agreement between Billy Casper Golf, LLC., and the City of Fernandina Beach, Florida

Dear Mr. Goodrich:

Attached is an original fully executed Municipal Golf Course and Amenities Management Agreement between the Billy Casper Golf, LLC., and the City of Fernandina Beach which was approved by our City Commission at a Special Meeting on Thursday, December 9, 2010.

If you have any questions, please do not hesitate to give us a call.

Sincerely,

CITY OF FERNANDINA BEACH

Mary L. Mercer

Mary L. Mercer
City Clerk

mm
cc: Tammi Bach, City Attorney
Billy Casper Golf Legal Department

COPY

Municipal Golf Course and Amenities Management Agreement

Between

Billy Casper Golf, LLC

and

City of Fernandina Beach, Florida

Dated: December 13, 2010

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SIGNATURE PAGE

EXHIBIT A
Insurance Schedule

GOLF COURSE AND AMENITIES MANAGEMENT AGREEMENT

THIS GOLF COURSE AND AMENITIES MANAGEMENT AGREEMENT (the "Agreement") dated December ____, 2010 is between BILLY CASPER GOLF, LLC, a Virginia limited liability company, whose address is 8300 Boone Boulevard, Suite 350, Vienna, VA 22182 ("BCG"), and City of Fernandina Beach, Florida, a Municipal Corporation, ("City"), 204 Ash Street, Fernandina Beach, FL, 32034:

RECITALS

A. City owns certain real property commonly known as the Fernandina Beach Golf Course and amenities including a 27-hole golf course, clubhouse, driving range, a full liquor bar, restaurant and pro shop, located at 2800 Bill Melton Road, known as Fernandina Beach Golf Course or Golf Club (the "Golf Course").

B. It is the intention of the City that BCG operate and maintain all operations and amenities of the Golf Course in a fiscally responsible manner so that users (rounds of play, sale of merchandise, food, beverages, etc.) of the Golf Course can fully support the daily operational and maintenance costs, debt service and also the long-term capital improvements needed to keep the facility attractive, functional and competitive with the local golf market up to today's standards for golf courses.

C. BCG is in the business of managing golf courses and currently manages similar facilities.

D. City wants BCG to manage the Golf Course and BCG wants to manage the Golf Course in accordance with the terms and conditions of this Agreement as hereinafter set forth.

E. City's intent in retaining BCG is to have a vital, financially successful and self-supporting golf course by increasing overall net revenue to pay for all fixed and variable costs including annual debt service.

F. The City finds that this Agreement serves both a public purpose and a municipal purpose.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants herein contained, BCG and City agree as follows:

DOCUMENTS COMPRISING CONTRACT

The contract shall include this Agreement as well as the following documents which are incorporated herein by reference:

A. The City of Fernandina Beach Golf Course Request for Proposal "RFP" (RFP #2010-100), its Exhibits and Attachments issued on or about June 9, 2010, and all of its addenda.

B. BCG's proposal

C. EXHIBITS:

1. FY 2010-2011 City Budget for Golf Course
2. Approved 2010-2011 Golf Course Fee Schedule
3. City's Purchasing Ordinance, Policies and Procedures
4. Golf Cart Financing Agreement
5. Golf Course Debt Schedule

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

1. DEFINITIONS

A. Centralized Services: Services provided by BCG and furnished to golf facilities managed by BCG on a central or regional basis. Third party vendor agreements of BCG including those which are part of the centralized services are part of the Annual Budget and Program. Such vendors associated with Centralized services are sole source vendors. Those services are:

1. "ACE™" Training"™, which includes recruitment seminars and other personnel training programs;
2. "Point-of-Sale, Technology, and Accounting Administration", which includes oversight of the Golf Course, point-of-sale, electronic tee sheets, data processing system/program support, and audit and system/personnel support for the purpose of ensuring the consistent and professional execution of accounting and data processing functions required for the Golf Course;
3. "Payroll Processing, Administration and Regulation";
4. "Human Resources Administration", which includes administration of employee benefits, such as COBRA, new hire paperwork, FMLA leaves, vacation balances and termination issues;
5. "Marketing Administration", which includes the administration of graphic design, website maintenance, CRM systems and process platforms, for the purpose of

ensuring the professional execution of marketing functions required by the Golf Course;

6. "EPL/Fraud Insurance", which includes the cost of insurance for employer's practices liability insurance and crime coverage, or similar policies; and
7. Other centralized services that benefit BCG-managed golf facilities which are submitted as new centralized services under each annual budget and approved in advance by the City.

B. Fiscal Year: October 1st to September 30th.

C. Gross Revenue: All revenues and income of any nature derived directly or indirectly from the Golf Course or from the use or operation thereof, including gross sales proceeds from the sale of greens fees, memberships or annual passes to the Golf Course, rental fees for golf carts, range balls, food and beverage revenue, golf shop merchandise revenue, and the proceeds paid for any business interruption, use, occupancy or similar insurance policy claim. Excluded from "Gross Revenue" are any credits or refunds made to customers, guests or patrons; any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, amusement taxes, tourist taxes or charges; any proceeds from the sale or other disposition of the Golf Course, Furniture, Fixtures & Equipment (FF&E), or other capital assets; any property and/or liability insurance proceeds; any proceeds of financing or refinancing of the Golf Course. Gross Revenues shall be determined on an accrual basis.

F. Gross Golf Revenue: All revenues and income of any nature derived directly or indirectly from the Golf Course or from the use or operation thereof, gross sales proceeds from the sale of greens fees, memberships or annual passes to the Golf Course, rental fees for golf carts, range balls. Excluded from "Gross Golf Revenue" are any revenues from golf shop merchandise and food and beverage sales, any credits or refunds made to customers, guests or patrons; any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, amusement taxes, tourist taxes or charges; any proceeds from the sale or other disposition of the Golf Course, Furniture, Fixtures & Equipment (FF&E), or other capital assets; any property and/or liability insurance proceeds; any proceeds of financing or refinancing of the Golf Course. Gross Golf Revenues shall be determined on an accrual basis.

G. Operating Expenses: The costs attributable to ~~the~~ all facets of the operation of the Golf Course, including but not limited to: Base Management Fees, payroll, employee related costs, insurance, supplies, marketing materials, services, and vendor invoices.

2. GENERAL CONTRACT TERMS

A. Non-exclusive Contract: Award of this contract shall impose no obligation on the City to utilize BCG for all work of the type which may develop during the contract period at facilities other than the Golf Course. This is not an exclusive contract,

however BCG shall have the sole and exclusive right to manage and operate the Golf Course.

B. Additional Services and Locations: The City reserves the right to request additional services relating to this Agreement from BCG when approved by the Parties, in accordance with additional services as set forth in the RFP. BCG shall provide such additional requirements as may become necessary. The City reserves the right to unilaterally add or delete additional locations or services at its sole option as it may deem necessary or in the best interests of the City. In such case, BCG will be required to provide services pursuant to this Agreement in accordance with the terms, conditions and specifications, and as set forth in an amendment approved by the Parties.

C. Entirety of Agreement: Parties hereto agree that this Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement and the exhibits and attachments hereto and other documents and agreements specifically referred to herein constitute the entire fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written communication or agreements between the parties with respect hereto excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. For the City, appropriate authorization shall be construed to mean formal action by the elected officials of the City, except where specified within this Agreement that the City Manager or his or her designee shall have approval or authority. This Agreement shall be interpreted as a whole unit. This Agreement shall not be construed in favor of one party or the other. All matters involving this Agreement shall be governed by the laws of the State of Florida and the proper venue for any litigation arising hereunder will be a state or federal court located in Florida with venue within Nassau County, Florida.

D. Headings: Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

E. Severability: The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term

or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance

F. No Waiver of Right to Enforce: The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and BCG.

G. Performance: Service shall be performed in a timely manner as specified in the RFP. The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance.

H. Notices: Any notice required or permitted herein is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the parties set forth below their signatures on the signature page hereof, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the City:
City Manager
City of Fernandina Beach
204 Ash Avenue
Fernandina Beach, Florida 32034

To:
Billy Casper Golf
8300 Boone Boulevard, Suite 350
Vienna, VA 22182
Attn: Legal Department
Tele: 703.761.1444

I. Remedies: Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, and all state and federal courts of any jurisdiction.

J. Assignment, Subcontracting, Corporation Acquisitions and/or Mergers: BCG intends to form a wholly-owned single-purpose subsidiary entity, Fernandina Beach Golf Management, LLC, ("FBGM"), a Virginia limited liability company registered to do business in the state of Florida, for the purpose of performing some or all of the services outlined herein. No assignment or subcontract shall be allowed without the prior written consent of the City in the event of a corporate acquisition and/or merger. BCG shall provide a written notice to the City within the 30 business days of any assignment or subcontract. In the event of an assignment of the contract to a wholly owned subsidiary of BCG, the City's written consent shall not be unreasonably withheld.

K. Miscellaneous: If it shall become necessary for either party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party or parties prevailing in such litigation shall be entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No representative of BCG is authorized to make any representations, warranties or agreements other than as expressly set forth herein. Any consent required by this Agreement to be given by City to BCG shall be given in writing. BCG hereby disclaims any implied or express warranties, guarantees or representations of any kind other than as expressly set forth in this Agreement.

3. MANAGEMENT

A. Term: City hereby engages BCG to manage the Golf Course and BCG hereby agrees to manage the Golf Course for an initial term of five (5) years. This Agreement shall automatically renew for an additional term of one (1) year, with a maximum of two (2) additional one (1) year terms, on each anniversary date of the Agreement, unless either party gives notice of its desire not to renew at least one hundred twenty (120) days in advance of the anniversary date. The term of this Agreement may be extended upon mutual written agreement by both parties at anytime. The term begins on the date of this Agreement as set forth in the first paragraph.

B. Other Golf Courses: City acknowledges that BCG is in the business of managing golf courses both for its own account and for others. It is hereby expressly agreed that BCG 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. BCG agrees not to manage or lease any other golf facility which competes with Fernandina Beach Golf Course within fifteen (15) miles of the City's Golf Course without the express written consent of the City.

C. Relationship of Parties: In the performance of its duties under this Agreement, BCG shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners,

nor, except as expressly otherwise provided for herein, construed as making BCG an agent or employee of the City.

D. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986: BCG is and shall remain an independent contractor and is neither agent, employee, partner nor joint venturer of the City. BCG acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract at the discretion of the City.

4. DUTIES OF BCG

A. General Authority: BCG hereby agrees to provide the City with Golf Course Management Services as requested as specifically outlined in the RFP, this Agreement and all subsequent official documents that form the contract documents for this Agreement, subject to budget and City policy restrictions and procedures stated or referenced herein. BCG shall have the sole and exclusive authority to fully and completely supervise and direct the operations of the Golf Course and matters associated or related to the operation of the Golf Course as set forth in this Agreement, including but not necessarily limited to, play on the 27-hole golf course, driving range, lessons, golf academy, maintenance of grounds, operation and maintenance of Golf Course, maintenance of equipment and vehicles, liquor sales, food and beverage sales, and pro shop sales on behalf of the City. City shall execute such documents as BCG, in its reasonable judgment, deems necessary or advisable for BCG to carry out its management of the Golf Course. Such authority shall include authority to direct the matters specified below, which are not in limitation of the foregoing.

B. Greens Fees, Cart Fees, Walking Fees and Membership Fees: The City shall set the rates for greens fees, cart fees, walking fees and membership fees in consultation with BCG. See attached Exhibit "2" for FY 2010-2011 City fee schedule.

C. Golf Cart Financing: The City currently finances ninety six (96) golf carts with Banc of America pursuant to that certain tax-exempt golf cart finance agreement dated, July 3, 2008, and attached hereto as Exhibit "4". BCG shall abide by all terms and conditions of said golf cart financing agreement. BCG or the City shall make payments in accordance with the terms of the financing agreement with either funds from the Operating Account, if paid by BCG or from the City's account if paid by the City. Upon expiration or termination of the current tax-exempt golf cart financing agreement, the City and BCG shall cooperate to determine the best method of obtaining new replacement golf carts for the Golf Course.

D. Marketing and Advertising: BCG shall establish the policies and procedures which it deems necessary or advisable for directing the marketing activities of personnel engaged by or on behalf of City relating to the Golf Course subject to authorized

budget appropriations and restrictions. BCG shall cause City to advertise in such media and to the extent BCG deems necessary and appropriate. All advertising of the Golf Course, including signs, may be carried under the BCG name and/or the name of the City of Fernandina Beach Golf Club. All advertising and marketing costs shall be paid with funds from the Operating Account, subject to the approved Golf Course budget or any subsequent approvals proposed by BCG and approved by the City.

1. Marketing Plan: BCG shall create, direct, and implement an annual marketing plan for the Golf Course as part of the annual budget. The marketing plan for the Golf Course will include a market analysis, a summary of golf programs to include rates, membership structure (if applicable), and strategies for achieving the budgeted financial goals and other marketing-related goals for the Golf Course.

   BCG shall, as an operating expense of the Golf Course, obtain and manage:

   a) Marketing systems, including internet (web site, e-mail, e-commerce); electronic tee sheet program (reservation system, customer database, POS); credit card processing; and branding materials (graphic design, collateral, photography);
   b) Customer acquisition programs, including advertising (print, electronic, display); direct marketing (direct mail, broadcast e-mail); promotional offers; and community and vendor partnerships and sponsorships;
   c) Customer retention programs, including special events and programs; promotional offers; and membership events and programs;
   d) Sales programs, including outing, membership, and event sales management; and
   e) Quality assurance programs, including customer surveying; 'secret shopper' on-site visits and telephone sales calls.

   BCG shall coordinate and oversee all third party contractors' work in connection with the production and implementation of these programs. BCG shall also include, as appropriate, the Golf Course as a participant in BCG-shared marketing programs, including regional and national advertising and promotions, round sharing and referrals through the reservation system, and use of the name and mark 'Managed by Billy Casper Golf.'

   All advertising fees and promotional fees paid by third parties to the Golf Course shall belong to and constitute Gross Revenue (defined above) of the Golf Course.

E. Repair, Maintenance and Improvements: BCG shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the acquisition of furniture, fixtures and supplies for the Golf Course, and the purchase, lease or other acquisition of the same, on behalf of the City. BCG agrees to follow and comply with the City's Purchasing Ordinance, Policies and Procedures for all purchases, except as otherwise provided herein. BCG shall make and execute, or supervise and have control over the making and executing of, all decisions concerning

the routine day-to-day maintenance, repair and landscaping of the Golf Course, on behalf of the City. In connection with performance of routine day-to-day maintenance, repair and landscaping, BCG shall negotiate and supervise the installation of minor capital improvements related to the Golf Course which BCG, in its reasonable discretion, deems necessary or appropriate; provided, however, that BCG shall obtain the prior approval of the City for all expenditures in excess of one thousand dollars ($1,000.00) for any one item (except monthly or recurring operating charges). All repair, maintenance and improvement costs relating to the golf course, clubhouse, including all fixtures, furniture and equipment of the Golf Course shall be paid with funds from the Operating Account, subject to the approved Golf Course budget or any subsequent approvals. All furniture, fixtures, and equipment, and vehicles (leased or owned) and improvements existing at the Golf Course on the effective date of this Agreement shall remain the property of the City and shall not be disposed of, converted, sold, divested, transferred, or considered surplus by BCG without the express written consent of the City.

F. Inventory – Merchandise and Items for Re-sale: BCG shall, at the expense of City, obtain merchandise for the pro shop at the Golf Course and all food and beverage items. BCG shall maintain an accurate recording of inventory levels with respect to sales and purchases. BCG shall perform an inventory count at the end of each month and perform the cost of sales calculation for the preparation of monthly financial statements.

G. Supervision: BCG shall supervise and manage the Golf Course operations to include golf pro shop, maintenance, food and beverage, membership sales efforts, practice facilities, administration, and other ancillary services at the Golf Course.

H. Equipment: BCG shall, in preparation of annual budget, develop a list of required equipment and a purchase/lease schedule and maintain in good working condition and order the physical plant and equipment at the Golf Course, including the 27-hole golf course and all physical structures which are part of the Golf Course and clubhouse, and all vehicles and other maintenance equipment necessary to the maintenance and operation of the Golf Course in the normal course of business.

I. Purchasing and Procurement:

1. With respect to the duties and responsibilities of BCG, BCG shall arrange for the procurement, as an operating expense of the Golf Course, all operating supplies, operating equipment, and services as are deemed necessary to the normal and ordinary course of operation of the Golf Course and to operate the Golf Course in accordance with the City's annual budget. In purchasing operating supplies, operating equipment, and services for the Golf Course, BCG shall make all purchases in accordance with the City's purchasing ordinance, policies and procedures.

2. With respect to BCG's purchases of merchandise for the pro shop, food and

beverages, BCG may utilize its purchasing procurement services and/or other group buying techniques involving other affiliated golf courses managed by BCG. In such event, BCG may receive and retain a minor fee or other compensation from vendors and service providers in exchange for BCG's services in making the benefit of volume purchases available to the Golf Course or negotiating and implementing the arrangements with such vendors or providers, provided that the cost shall be competitive as aforesaid. Any available discount, rebate, fee or compensation which is directly attributable to the purchases made by BCG for the operation of the Golf Course shall be remitted directly to the Golf Course from the vendor. In purchasing merchandise for the pro shop, food and beverage for the Golf Course, BCG shall make all purchases in accordance with the City's purchasing ordinance, policies and procedures.

J. Personnel: BCG shall select, hire, discharge and supervise all labor and employees which it deems necessary or advisable for the operation and maintenance of the Golf Course. BCG may hire the types and number of Golf Course Personnel as BCG, in its reasonable discretion, deems appropriate for operation and management of the Golf Course, subject to the annual budget approved by the City. BCG shall have the authority for the supervision of all employees, determination of employee compensation, including any incentives, bonuses and benefits, and for the establishment of policies and procedures relating to employment. BCG shall pay for all costs of on-site employees (including without limitation payroll taxes, insurance, 401-K plan contributions and all other employee fringe or other benefits), as specified in the annual budget approved by the City. The cost of all Golf Course Personnel will be paid with funds from the Operating Account. BCG shall screen and interview all current City employees working at the golf course for new positions under FBGM and shall give first priority to all employees ~~which~~ who have a track record of satisfactory service with the City.

Throughout the terms of this Agreement, BCG shall employ a qualified full-time, on-site manager ("Golf Course Manager") having experience in the management of a golf course of this type who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the management agreement and to accept serviceable notices provided for herein. The on site Golf Course Manager shall be part of the Golf Course Personnel, and the Golf Course annual budget shall include the costs of the on-site Golf Course Manager. The cost of BCG personnel who supervise, or otherwise participate in the management, administration and operation of the Golf Course, but also do work for BCG and/or other golf courses managed by BCG, will be covered by the Base Management Fee (as defined below - Compensation of BCG) paid by the City to BCG. These persons include BCG 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 Golf Course; (iv) overseeing inventory and supplies of the type used by the Golf Course; (v) marketing; (vi) administering the payroll for on-site employees, including the administration, withholding and payment of applicable worker's compensation

coverage; and (vii) accounting and other services relating to the operation and administration of the Golf Course. 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 golf courses managed by BCG, some of whom may (i) be affiliates of BCG and (ii) compete with City. BCG shall not be separately reimbursed for the time or travel of its executive officers devoted to City's affairs or for the other overhead expenses of BCG.

BCG's employees in contact with the public shall perform their duties in an efficient and courteous manner. BCG shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. BCG shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement.

K. Proposed Golf Course Improvements and Programs: BCG shall endeavor to develop and complete and/or implement several capital improvements and/or programs for the Fernandina Beach Golf Course. BCG shall immediately upon execution of this agreement dedicate the necessary staff and resources to the development, implementation, and completion of the list of projects identified below. BCG and the City shall mutually agree to the scope of each project, proposed implementation approach, time schedule for completion, and who and how will conduct oversight over each issue.

1. Development and Implementation Marketing Plan for Fernandina Beach Golf Club.
2. Completion of a food and beverage plan and preparation of a food and beverage menu.
3. Completion of driving range and practice area improvements.
4. Preparation of a Golf Course Master Plan.
5. Detailed assessment of greens, bunkers, and tees and maintenance and improvements of the same.
6. Plan for enrolling Fernandina Beach Golf Club in the Audubon Society Sanctuary Program.

5. OPERATING COSTS

The City's FY 2010-2011 Golf Course budget is attached hereto as Exhibit "1". BCG agrees, to the extent reasonable and feasible, to operate the Golf Course in accordance with the approved City-approved budget. BCG shall annually, beginning with the fiscal year 2011-12, develop a proposed budget, in conjunction with the City's budget preparation process, which shall be reviewed and approved by the City Manager and City Commission. The annual budget submittal shall include, but not be limited to, all of the proposed revenue sources and expenditures for the Golf Course. The proposed revenue projection shall include detailed written justification to support the proposed sources and projections. BCG in proposing the annual expenditure budget shall include, but not be limited to, the following:

A. Personnel Costs: An organizational chart listing all of the full and part-time positions that BCG is proposing, their positions with titles, number in each position, proposed pay ranges, payroll taxes, and total benefits costs for each position.

B. Marketing and Promotion Costs: BCG shall 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: BCG shall develop a proposed detailed Capital Improvement and Repair Maintenance Plan that specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost.

D. Operating Expenses and City Remittance: BCG shall provide a detailed budget for all operating supplies, equipment and services needed to operate the Golf Course and projected cost estimates for each expenditure.

1. At the end of each calendar month, after paying the operating expenses of the Golf Course and other expenses authorized by City, BCG shall remit directly to City all amounts (if any) then in the Operating Account (as hereinafter described) in excess of the Minimum Funds Balance (as hereinafter described) by wire transfer to said account as City may from time to time designate by written notice to BCG (the "City's Remittance"). The City shall provide an Initial Funding to BCG in the amount of thirty thousand dollars ($30,000) to the Operating Account upon the execution of the agreement and prior to the Effective Date.

2. As used herein, the Minimum Funds Balance for the Golf Course shall be defined as the dollar amount of the total budget for all operating expenses (as set forth in the Annual Budget and Program) for the month following the current month within the Term of the Agreement. At no time shall the Minimum Funds Balance be less than ten thousand dollars ($10,000).

3. BCG shall pay all operating expenses for the Golf Course on behalf of City from the Operating Account which expenses shall include, but not be limited to, payments of all monthly payroll and related expenses, operating expenses and Base Management Fees. BCG will collect from and remit on behalf of the City, sales, use, value-included and excise taxes on sales and rentals at the Golf Course. BCG will not pay Federal or State income taxes levied on City. Under no circumstances shall BCG be liable for Federal, State, or local taxes of any kind whatsoever levied against City or the Property in relation to the Golf Course operations.

4. If operating revenues are insufficient to cover Operating Expenses, upon BCG's notifying City of such operating revenue shortfall, City shall have fifteen (15) days to deposit into the Operating Account the funds necessary to cover such deficits and to restore the Minimum Funds Balance. If City does not provide the necessary "Working Capital", BCG may, but shall not be responsible to, cover such operating expenses. City shall be liable to reimburse BCG for any such

amounts paid by BCG. City shall be responsible for all late fees, interest, and other penalties charged by vendors and other party(ies) to whom such amounts are owed. City shall indemnify and hold harmless BCG against losses and damages resulting from late payments to vendors or other payees outside of BCG's control resulting in penalties against BCG or its other facilities.

6. AGREEMENTS

BCG shall have the authority to negotiate and recommend to the City such agreements which BCG deems necessary or advisable for the furnishing of utilities, services, concessions and supplies, for the maintenance, repair and operation of the Golf Course and such other agreements which may benefit the Golf Course or be incidental to the matters for which BCG is responsible hereunder.

7. ACCOUNTING AND ACCOUNTS

BCG shall timely pay all vendors of the Golf Course (subject to the availability of funds in accordance with the terms of the Agreement). The City Controller shall approve all payments to vendors over one thousand dollars ($1,000) prior to BCG making payment. The City Controller shall obtain approval from the City Manager for all payments to vendors over four thousand dollars ($4,000) prior to BCG making payment. BCG shall provide separate budgeting, bookkeeping and reporting services to City for the Golf Course (it being understood that copies of all books and records shall be kept at the Golf Course and that all books, records, software, data, programs, manuals and the like shall remain the property of City).

A. BCG shall prepare and deliver to the City, in accordance with BCG standard procedures and format, on an accrual basis and generally accepted accounting principles (GAAP) for the single purpose subsidiary entity FBGM, regular monthly and annual financial statements which shall include an operating level balance sheet (bank account balances, inventory, accounts payable, accounts receivable if applicable, accrued payables, gift certificate balances and paid in capital from City), a profit and loss statement for the current month and year to date activity, accounts payable listing, general ledger activity and comments regarding monthly activity and variances to the Annual Budget. Upon City's request, BCG shall provide all accounting data and reports in electronic form. BCG shall not be responsible for the accounting or tax reporting requirements of the City, including but not limited to, the depreciation, amortization or addition of assets and equipment, equity, debt service principle, loan amortization, or payment of any invoices which relate to a period prior to the Effective Date. City shall provide BCG opening entry data for the balance sheet within fifteen (15) days of the Effective Date.

Final monthly operating statements shall be furnished to City by the seventh (7^{th}) business day following the last day of each month, and annual operating statements shall be furnished by the forty-fifth (45^{th}) day following the last day of each fiscal year. At City's discretion, the annual operating statement shall be audited and

prepared by a certified public accountant chosen by City, the cost of which shall be an operating expense of the Golf Course. This audit shall be performed at the Golf Course site, and BCG shall make every effort to comply with the auditor's requests.

B. BCG shall prepare and deliver to City no later than May first (1st) of each year (except for the first full or partial fiscal year when BCG shall prepare and deliver to City no later than thirty (30) days after the Effective Date) for the following fiscal year: (a) an annual operating budget, including a comparison to the annual operating budget for the immediately preceding year and a projection of anticipated monthly revenues and expenses and cash flows for the Golf Course for the following fiscal year, including, without limitation, a reasonable contingency and anticipated working capital requirements for the Golf Course for the year; (b) a recommended capital improvements budget for the next fiscal year, and (c) a general marketing and operational program with respect to the Golf Course, including, without limitation, operating policies, standards for operations and quality of service standards (collectively, the "Annual Budget and Program"). BCG and City shall use their mutual best efforts to agree upon the Annual Budget and Program for the following year on or before fiscal year end. The Annual Budget and Program shall also include BCG's proposals with respect to proposed hours of operation, operating expenses and labor burden (to include rates of pay, incentive or commission structures) for each department of the Golf Course. The Annual Budget shall also include a proposed menu for the food and beverage service, a merchandise buying plan for the pro shop, and a list of policies related to complimentary golf course use by City's representatives, employees and proposed capital improvements. **City shall have the final approval and final decision-making authority over the Annual Budget and Program.** BCG shall secure the prior approval of City for total expenditures which exceed the total expenditure amount approved in Annual Budget and Program, however, as necessary; BCG has the ability to allocate funds from individual expense line item to another expense line item within the Annual Budget and Program.

Expenditures which will exceed any line item in the Annual Budget and Program will require a budget amendment. Budget amendments up to (on an accumulated basis) of seventy five hundred dollars ($7,500) shall require the advanced written approval of the City Controller and the City Manager. Budget amendments exceeding seventy five hundred dollars ($7,500) (on a fiscal period accumulated basis) or those using Contingency or Reserve Funds require approval of the City Commission via a budget amendment resolution.

C. BCG shall establish, administer, and maintain the payroll procedure and systems for the BCG employees at the Golf Course and shall be responsible for overseeing the benefits to, and handling the appropriate payroll deductions for, individual employees. Benefits will be limited to vacations, sick leave, medical insurance coverage, and 401(k) plan, as approved by City pursuant to the Annual Budget and Program. All employees of the Golf Course shall be employees of BCG, and BCG shall comply with Federal and State employment laws.

8. OTHER DECISIONS

BCG shall make all decisions in connection with the day-to-day operations of the Golf Course.

A. Regulations and Permits: BCG will observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances, and or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this Agreement. Failure to do so will constitute a breach of this Agreement. BCG shall procure all required permits, licenses and approvals, on behalf of the City, for the operation and performance under this Agreement. All permit or regulatory fees or costs shall be paid directly by the City, subject to the approved Golf Course budget or any subsequent approvals.

B. Liquor License: Subject to any relevant Florida Division of Alcoholic Beverage and Tobacco ("ABC") licensing requirements, City shall obtain and then maintain at all times a valid liquor license at the Golf Course, and BCG shall comply with all relevant ABC laws regarding the use of such license.

9. MANAGEMENT OF REVENUE RECORDS AND REPORTS

BCG shall supervise, direct and maintain the operation of a system of record keeping and bookkeeping with respect to all receipts and disbursements in connection with the management of the Golf Course. The Point of Sale System which records all the revenue for Gross Revenues shall be maintained at the Golf Course. Receipts will be accounted for by BCG personnel. All receipts will be deposited into the Operating Account maintained by BCG.

BCG and the City shall jointly establish the following business checking accounts for the Golf Course: (a) a "Deposit Account," (b) an "Operating Account" and (c) an "On Site Account," (collectively, the "Accounts"), for use in its management and operation of the Golf Course in compliance with the Annual Budget and Program. All revenues, receipts, and funds deposited into the Accounts from time to time by City or BCG shall be defined as and constitute "Working Capital" herein. BCG shall cause all revenues and receipts to be deposited into the Deposit Account on a daily basis. BCG shall use the Operating Account to pay all Budgeted Costs of the Golf Course and shall transfer funds from the Deposit Account to the Operating Account as required to pay such expenses. BCG shall maintain in the On-Site Account an amount to be used for minor Golf Course expenses. Upon cancellation or termination of this Agreement for any reason or upon the occurrence of a material default by BCG, BCG's rights to access and use the Accounts shall be immediately revoked and all funds in the Accounts shall be immediately paid or released over to City by BCG. Upon direction from City from time to time, BCG shall invest or deposit funds in the Accounts in accordance with City's direction. BCG shall maintain joint bank accounts for ~~the~~ FBGM and the City at a local branch it selects. BCG shall establish, administer and maintain the point of sale and credit card procedures and

systems for the depositing of revenues into such accounts on a daily basis.

City acknowledges that any budgets or projections prepared by BCG for City are only estimates of revenues and expenses, that the initial budgets and projections prepared by BCG will be based in part on information provided by City, that any projections prepared by BCG are subject to, and may be affected by, changes in financial, economic, competitive and other conditions and circumstances beyond BCG's control and that such projections and budgets are not to be construed as a guarantee by BCG of the actual results to be obtained from operations. City acknowledges that BCG makes no representations or warranties as to the results to be obtained from operations. City acknowledges that BCG has no knowledge, and cannot certify the accuracy of any historical information provided to BCG by City.

10. LEGAL ACTIONS

BCG shall cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings BCG deems necessary or advisable to collect charges with the advice and consent of the City. The costs of all such legal actions or proceedings shall be borne by City. BCG shall also assist the City in the defense of any and all actions and proceedings brought by suppliers, vendors and similar persons relating to the Golf Course and City shall be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. BCG shall provide written notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

11. INSURANCE

BCG shall maintain insurance coverage for all necessary insurances including but not limited to property casualty insurance for the Golf Course, commercial general liability, liquor liability, inventory, workman's compensation coverage, and theft coverage, listing City as an additional insured as listed in Exhibit A as long as BCG has access to the property. City shall notify BCG if City desires to have any property insured through BCG Master Insurance policy in writing, 30 days prior to the effective date of such coverage. Any insurance coverage for property loss shall include full replacement value. The costs incurred by BCG for insurance coverage applicable to the Golf Course or Golf Course operations shall be included in the approved Golf Course budget. BCG shall provide to the City a certificate of coverage listing the City as additional insured with regard to all applicable insurance coverage's BCG carries pursuant to this Agreement. The policy shall prohibit termination, expiration, cancellation, or substantial modification without at least thirty (30) days prior written notice to the City.

As a part of the Golf Course budget planning process for each subsequent Fiscal Year (beginning in FY2011 – 2012), all insurance coverage will be re-evaluated and specific coverage may be redistributed between the City and BCG depending on what is most advantageous to the parties. However, at all times the cost for insurance coverage for the Golf Course and the Golf Course operations shall remain a part of the Golf Course budget and will ultimately be paid or reimbursed by the City.

12. RESTRICTIONS

BCG shall not be required to do, or cause to be done, anything for the account of City (i) which may make BCG liable to third parties; or (ii) which may not be commenced, undertaken or completed because of insufficient funds of City.

13. FORCE MAJEURE

Neither the City nor BCG is required to perform any term or covenant of this Agreement so long as performance is delayed or prevented by ***force majeure***, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the City's or BCG's control and that the City or BCG cannot, by exercising due diligence, prevent or overcome in whole or in part.

14. CITY APPROVAL

BCG agrees it will obtain prior approval from the City prior to implementing changes on the following matters:

A. Changes from the original approved plans, activities signage and graphics;
B. Plans to install improvements or equipment requiring any building or facility modifications;
C. Any use of the City's name;
D. Any improvements to be constructed on the Golf Course property;
E. Hours of daily operation; or
F. The décor of the Golf Course and all signs to be installed directed or displayed in or on the Golf Course property and any changes thereto at anytime during this Agreement.

Further it is understood by BCG, that should any changes related to the above items be disapproved, either Party may offer alternative solutions.

15. 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 BCG in quantity for use not only in connection with the Golf Course but in connection with other golf courses managed by BCG or its affiliates. BCG shall have the right, with the advice and consent of the City, to purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost; provided, however, that the pro rata cost of such purchase to City shall not result in expenses greater than would otherwise be incurred at competitive prices and on terms available in the area where the Golf Course is located or the service is rendered; and, provided further, BCG shall provide a copy of the financial records to the City upon request and shall make records available to City at BCG's corporate headquarters office at all reasonable times after reasonable notice to BCG so City may review any such expenses incurred.

16. REPORTING REQUIREMENTS

BCG must submit a monthly written report to the City Manager including but not limited to;

A. Rounds played (both numbers and dollars), historical comparison;
B. Food and beverage sales (both numbers and dollars), historical comparison;
C. Pro Shop sales (both numbers and dollars, historical comparison
D. Marketing and promotions;
E. Non-routine expenses;
F. Capital improvements status report;
G. Insurance claims;
H. Litigation;
I. Safety and environmental incidents; and
J. Employee training.

In addition, BCG agrees to and understands that the City expects certain improvements will be made to the Golf Course and programs continued or newly-implemented in accordance with the schedule attached hereto as Exhibit "6".

17. BUSINESS CONTINUITY PLAN

BCG shall provide the City with a copy of its business continuity plan covering the Golf Course as well as the company head office. BCG will provide the City with the results of any testing of its business continuity plan.

18. DUTIES OF CITY

City shall cooperate with BCG in the performance of its duties under this Agreement and to that end, upon the request of BCG, City agrees to provide reasonable office space for BCG employees on the premises of the Golf Course, to give BCG access to all files, books and records of City relevant to the Golf Course, and to execute all documents and instruments as BCG, in its reasonable judgment, deems necessary or advisable to enable it to carry out its management of the Golf Course.

A. Compensation to BCG: BCG agrees to operate and maintain the Golf Course and associated property for a Fixed Management Fee basis and may earn additional compensation based upon an Incentive Management Fee component.

    1. Fixed Management Fee: The City shall pay BCG a Fixed Management Fee of eighty four thousand dollars ($84,000) annually. Such payment shall be paid in twelve equal monthly installments of seven thousand dollars ($7,000) on the twenty-fifth (25th) day of each month commencing in December 2010. The Fixed Management Fee shall be prorated for any partial month on a "per day" basis. The Fixed Management Fee shall increase annually, in an amount equal to the increase in the United States Department of Labor Consumer Price Index-South Urban from the previous year, however the annual fee increase shall not exceed three percent (3%).

2. Incentive Management Fee: In addition, the City shall pay BCG an Incentive Management Fee payment equal to twenty (20) % of the total Fiscal Year Gross Golf Revenues which exceed the ("Gross Golf Revenue") Threshold of one million five hundred thousand dollars ($1,500,000). The first measurement period will be the FY 2010-2011. In no event may the Incentive Management Fee payment exceed twenty (20%) percent of the Fixed Fee Component. The Incentive Management Fee payment will be in arrears, not later than ninety (90) days following the end of each fiscal year after the Effective Date of this Agreement.

19. FISCAL NON-FUNDING

In the event that golf course operation is shut down and sufficient budgeted funds are not available for any new fiscal period, the City shall notify BCG at least 60 days in advance of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without expense or penalty to the City. If the Agreement terminates due to fiscal non-funding, the City shall pay to BCG the pro-rated Fixed Management Fee and Incentive Fee through the date of termination.

20. AUDIT

BCG shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City policy.

21. PUBLIC EMERGENCIES

It is hereby made part of this contract that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall require a "first priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the City. BCG agrees to rent, sell, and/or lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, or other acts of God.

22. SALES TAX

BCG shall collect and remit to the State of Florida any sales and use tax for any amounts due.

23. 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 Golf Course in such a manner as to become part of the freehold whether or not by the expense of

BCG, shall become and remain a part of and be surrendered with the Golf Course property.

Any furniture, furnishings, equipment or other articles of moveable personal property owned by BCG and located on the Golf Course property shall be and remain the property of BCG and may be removed by it at any time during the term of this Agreement so long as BCG 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 BCG's ability to use such premises and conduct its business as provided herein.

24. HOURS OF OPERATION

The Golf Course property will be required to operate seven (7) days a week during those hours approved by the City. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public and in the financial best interests of the Golf Course.

25. DEFAULT AND REMEDIEES

A. City Default. The following shall constitute an event of default ("Event of Default") by City under this Agreement:

1. Failure to timely pay BCG any fees, compensation, or reimbursement due BCG pursuant to this Agreement;
2. Failure to timely provide working capital in accordance with Paragraph 5D-Operating Costs;
3. Failure by City to perform any material obligation set out in this Agreement, such as, but not limited to, failing to consult with BCG regarding budgets or capital improvements; or
4. Assignment by City for the benefit of its creditors, or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization.

B. BCG Default. The following shall constitute an event of default ("Event of Default") by BCG under this Agreement:

1. Failure to maintain the amenities of the Golf Course in reasonably good condition, subject to the abnormal weather conditions, acts of God, or other events or conditions beyond the reasonable control of BCG;
2. Failure to operate the Golf Course in accordance with the approved Annual Budget and Program;
3. Failure of BCG to perform any material obligations set forth in this Agreement;
4. Assignment for the benefit of its creditors, or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization; or

5. Failure to timely pay City any fees, compensation, or reimbursement due the City pursuant to this Agreement.

C. Notice and Cure: When either party to this Agreement believes that the other party (the "Defaulting Party") has committed an Event of Default, it shall give written notice thereof to the Defaulting Party, and the Defaulting Party shall have ten (10) days from the date of delinquency in the event of a payment default, or such longer period for non-monetary defaults (not to exceed an aggregate period of thirty (30) days unless BCG or City, as applicable, has begun to cure within the thirty (30) day period and is diligently pursuing such cure) as shall be reasonably necessary due to weather, growing conditions, or other factors beyond the reasonable control of the Defaulting Party, within which to cure the default, but in no event will the Defaulting Party have more than sixty (60) days in the aggregate to cure such default. Notwithstanding anything to the contrary, neither City nor BCG shall be entitled to any notice and cure period for a default that occurs more than two (2) times in any twelve (12) month period.

D. Rights upon Default: If the Defaulting Party does not cure the default within the grace period provided in Paragraph 25C above, the other party may terminate this Agreement on thirty (30) days written notice to the other party and pursue all rights and remedies available in law or equity.

26. TERMINATION

A. Either party may terminate this Agreement upon the occurrence of an Event of Default by the other party as provided in Section 25D above.

B. No Waiver. By terminating this Agreement in accordance with this Paragraph 26, neither party shall be deemed to have waived any action it might have, in law or equity, by reason of a breach of or default under this Agreement.

C. Proprietary Material. Upon termination of this Agreement, for any reason or under any circumstances, BCG's (i) proprietary software and computer programs relating to accounting, operations, marketing, and forecasting; (ii) operations and employee training materials and manuals of BCG; and (iii) the information and processes related to and used by BCG in the marketing and agronomic plan shall remain the sole property of BCG and shall be removed by BCG upon termination of this Agreement. Additionally, any actual or implied association of the Golf Course or Facility with Billy Casper or Billy Casper Golf, LLC shall cease upon termination.

27. LIMITING LEGISLATIVE OR JUDICIAL ACTION

In the event that any municipal, county, state or federal body of competent jurisdiction passes any law, ordinance or regulation in any way restricting or prohibiting the use of the Golf Course for purposes of this Agreement, this Agreement shall terminate and will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. In the event that any court or legislative body

of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Golf Course for the purposes of this Agreement, which injunction stays in force for more than thirty (30) calendar days, this Agreement will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. If the City deems the Agreement null and void by function of this paragraph, the City will not be liable to BCG for damages arising therefrom and the City shall have no further liability under this Agreement.

28. NONDISCRIMINATION

BCG does hereby for itself, its personal representatives, successors in interest and assigns as part of the consideration and agreement consideration hereof, covenant and agree that:

A. No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participating in or be denied the benefits of or be otherwise subjected to discrimination in the use of the Golf Course except for bona fide cause allowed by law.

B. No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, except for bona fide causes allowed by law.

C. That BCG shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and this Agreement shall be null and void. BCG shall not discriminate against City employees or applicant for employment in the performance of the contract with respect to hiring tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.

29. HURRICANE AND EMERGENCY PREPAREDNESS PLAN

BCG shall follow the City's emergency preparedness plan.

30. TERMINATION OF AGREEMENT

Following the termination of this Agreement by either party within fifteen (15) calendar days, or earlier if determined by the City, BCG shall forthwith remove all of its personal property not acquired under the terms of the Agreement. Any personal property of BCG not removed in accordance with this paragraph may be removed by the City for storage at the

cost of BCG or shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not be liable to BCG for safekeeping for BCG's personal property during or after termination of this Agreement.

31. APPROVALS

Except as otherwise provided, whenever approvals are required herein by either party, such approval shall not be unreasonably withheld.

32. RIGHTS RESERVED TO THE CITY

All rights not specifically granted to BCG 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.

33. LIEN

The City shall have a lien upon all personal property of BCG at the Golf Course to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

34. COMPLIANCE WITH CITY'S INTERNAL CONTROL PROCESSES

BCG agrees to comply with the City's procurement policies and procedures, budget policies and other policies including the City Charter and the City Code of Ordinances.

35. RECYCLED MATERIAL

BCG agrees to use recovered materials to the extent practical under the terms of this contract.

The City wishes to encourage BCG to use recycled materials in fulfilling contractual obligations to the City and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of five thousand dollars ($5,000) or less or recommending a purchase in excess of five thousand dollars ($5,000) for products, materials or services, BCG may allow preference to a responsive bidder who certifies that their product or material contains the greatest percentage of post-consumer materials. If they are bidding on paper products, it may certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

Definitions under this section are as follows:

"Recovered Materials:" Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation,

collection or processing.

"Recycled Materials:" Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product

"Postconsumer Materials:" Materials which have been used by a business or consumer and have served their intended end use and have been separated or diverted from the solid waste stream for the purpose of recycling such as Newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

36. INFRINGEMENT OF PATENT, TRADEMARKS OR COPYRIGHTS

BCG agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damages or expense including attorney fees, arising from or by reason of any actual or claimed trademark patent or copyright infringement or litigation based thereon with respect to the services or goods or any part thereof covered by this Agreement, and such obligations shall survive the term of this Agreement.

37. SIGNAGE

BCG shall abide by the City's Sign Code.

Any changes to exterior signage must meet applicable codes and ordinances.

38. CONDEMNATION

A. Total Condemnation: If during the term of this Agreement or any extension or renewal of this Agreement, all of the Golf Course property is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is 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 Golf Course 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 BCG will have no claim to that award or for the value of any unexpired term of this Agreement.

39. MECHANIC'S LIENS

BCG will not permit any mechanic's lien or liens to be placed on the Golf Course or on improvements to it. If a mechanic's lien is filed on the Golf Course or on improvements on it, BCG will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to BCG, 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 BCG to be filed against the Golf Course or against improvements on the Golf Course, including expenses and interest, are due from BCG to the City and must be repaid to the City immediately upon rendition of notice together with interest of twelve percent (12%) annually until fully paid.

The City's interest in the Golf Course is not subject to mechanic's liens for improvements made, or contracted for, by BCG. BCG must give written notification to all contractors making any improvements on the Golf Course of the provisions of this Agreement.

40. INDEMNITY

A. BCG's Indemnification: City hereby agrees to indemnify BCG, its employees, officers, directors and shareholders for claims brought against BCG only to the extent that they are found to result from the sole negligence and/or deliberate acts or omissions of the City, its governing body, its employees, its agents and attorneys. This indemnification shall be construed to be an indemnification for the acts or omissions of third parties, independent contractors, or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence. The City's liability hereunder shall include all attorney's fees and costs incurred by BCG in the enforcement of this indemnification provision and any required underlying actions or claims.

B. City's Indemnification: BCG agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions,

causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising from the sole negligence of BCG and/or deliberate acts or omissions of BCG, its officers, employees, agents, and representatives. BCG's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of BCG against the City, and BCG hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes with regard to claims made against the City. The obligations contained in this provision shall survive termination of this Agreement and shall be limited to any applicable insurance coverage required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

C. Environmental Indemnity: BCG 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 BCG employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Golf Course, 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. BCG shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of BCG employees that result in a violation of hazardous material law or any other applicable laws during the term of this Agreement as set forth herein. This section survives the expiration or earlier termination of this Agreement.

41. MEDIATION

BCG and the City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any suit is filed.

42. CURRENT GOLF COURSE DEBT

A. Both parties recognize that there is existing current Golf Course debt.

B. Current Bonds. The City currently has outstanding tax-exempt debt for the Golf Course in the amount of One Million Two Hundred Twenty Thousand Three Hundred Fifty-Nine Dollars and Thirty-Four Cents ($1,220,359.34) issued to finance various improvements to the Golf Course. The debt service schedules are attached to this Agreement as Exhibit "5".

C. Golf Cart Financing. Both parties agree that there is existing tax-exempt debt financing for City golf carts. See Section ~~5(C)~~ 4(C) above.

D. BCG agrees to cooperate with the City to maintain this tax exemption, thus avoiding additional interest cost to the City. The City shall provide notice to BCG, 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.

43. RESERVATIONS

Reservations are currently accepted for tee times. BCG has provided an operations plan relating to reservations policy, including reservations, software, prepaying requirements and cancellation policies.

Any changes to the reservations policy must be approved by the City Manager.

44. FACILITIES

BCG will maintain the premises in good order and in sanitary and safe condition.

45. FESTIVALS AND SPECIAL EVENTS

The City hosts a number of festivals and special events: primarily the annual Shrimp Festival the first weekend in May. Frequently these events draw golfers and fill Golf Course tee times. Some festivals and special events might have some impact on the Golf Course operations and BCG will cooperate with the City and designated festival committees in planning activities to support the Golf Course.

46. USE OF TRADEMARKS, SERVICE MARKS AND RELATED ITEMS

In providing its services under this Agreement, BCG will use the name, trademark and service mark "BCG" and such other trademarks, service marks, logos, commercial symbols, insignia and designs as BCG shall deem appropriate (collectively, the "Trademarks") and certain operations manuals and software (including operations, emergency procedures, personnel, risk management and accounting software and manuals), formats (including financial reporting and budgeting formats) and forms (including bookkeeping, accounting and lease forms) and software (collectively, the "Proprietary Material"). BCG hereby grants City the nonexclusive, nontransferable right to have BCG, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Golf Course all subject to BCG's complete control. It is understood and agreed that BCG shall have the right to use and license others to use the Trademarks and Proprietary Material elsewhere for any purposes whatsoever, including without limitation in the management and operation of other golf courses. Immediately upon the expiration or termination of this Agreement, City shall (a) return to BCG all materials bearing any of the Trademarks and all Proprietary Material without retaining any copies thereof, and (b) cease all use of the Trademarks and Proprietary Material by all means required, including without limitation changing all

telephone listings using any of the Trademarks, removing all signs bearing any of the Trademarks, and using its best efforts to have existing tenants at the Golf Course sign new leases to replace their existing BCG lease forms. Nothing contained in this Agreement shall give City any right, title or interest in or to any of the Trademarks or Proprietary Material, except the mere privilege and license during the term of this Agreement to have BCG, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Golf Course. City acknowledges and agrees that the Trademarks and Proprietary Material are the exclusive property of BCG and that City now asserts and will hereafter assert no claim to any goodwill, reputation or ownership of any of the Trademarks or Proprietary Material. City shall not do or permit any act or thing to be done in derogation of any of BCG's rights in any of the Trademarks or Proprietary Material, either during the term of this Agreement or thereafter. City shall not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks or Proprietary Material, the rights of BCG therein, or the rights of BCG or other licensees of BCG to use the same, both during the term of this Agreement and thereafter. The provisions of this section shall survive the expiration or termination of this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereby have executed this Golf Course and Amenities Management Agreement as of the date first-above written.

CITY:

By: _____ 12/13/10
Name: Michael J. Czymbor
Title: City Manager

APPROVED AS TO FORM:

_____
Tammi E. Bach
City Attorney

Attest: Mary L. Mercer 12/13/10
Name: Mary L. Mercer
Title: City Clerk

BILLY CASPER GOLF, LLC:

By: _____ Date: 12-8-10

R. Joseph Goodrich, Senior Vice President

By: _____ Date: 12-8-10

R. Alexander Elmore, Chief Financial Officer

City of Fernandina Beach

Golf Course Partnership Summary

November 3rd, 2020

12700 Sunrise Valley Drive, Suite 300
Reston, VA 20191
Telephone: 703.761.1444
Fax: 703.893.3504
Indigogolf.com

Please Contact: Chris Cygan
ccygan@indigogolf.com

indigogolf.com 703.761.1444 12700 Sunrise Valley Drive Suite 300 Reston, VA 20191

November 2, 2020

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

Mr. Martin,

Thank you for taking the time to meet with me last week. As I expressed during our meeting, Indigo Golf Partners ("Indigo" formerly Billy Casper Golf) is deeply committed to both the management of Fernandina Beach Golf Club (the "Club") and our ongoing partnership with the City of Fernandina Beach ("City").

Throughout this summary, we hope to reaffirm our excitement about a continued management partnership with the City, as well as highlight our shared successes at the Club over the past ten years. Part of what distinguishes Indigo is our adherence to a "G.R.I.T." values system: Growth, Responsibility, Innovation, and Team – which is exemplified through our time at Fernandina Beach.

- **Growth** – ***We carefully develop our team, advance our businesses and elevate the industry.*** Fernandina Beach Golf Club continues to grow through strategic capital investment, community partnerships, philanthropic efforts, and unique programming.

- **Responsibility** – ***We own a culture of safety, accountability and sustainability.*** Despite the challenges presented from hurricanes Matthew, Irma and Dorian, and the current global pandemic, the Indigo team has safely and efficiently "weathered the storm" to provide consistent results for the City.

- **Innovation** – ***We lead with entrepreneurial spirit fueled by data, creativity and collaboration.*** The implementation of cutting-edge marketing technology has elevated the market perception, digital engagement, and financial performance of the Club. Additionally, the new Top Tracer range facility will set the Club apart from competitors.

- **Team** – ***We ACE experiences together.*** The onsite team, led by General Manager Steve Murphy, takes great pride in the first-class service delivered to each guest. Steve is supported by Indigo's Southeast Regional Team and corporate personnel who ensure he has the resources necessary to succeed.

We are excited by the prospect of continuing our relationship with the City. Should you have any questions or comments, please do not hesitate to contact me directly.

Sincerely,

Chris Cygan, Regional Manager
Indigo Golf Partners
904-504-1034
ccygan@indigogolf.com

PARTNERSHIP SUMMARY

Indigo Golf Partners was hired by the City of Fernandina Beach in 2010 to provide management services for the Fernandina Beach Golf Club, with the stated goal of "offering year-round, quality, affordable golf operations primarily to the residents of Fernandina Beach, and secondarily to non-residents of Fernandina Beach, as well as maintaining a member friendly golf environment for the many members that have supported the Club for many years."

Team

Hospitality and recreation is a "people" business. Furthermore, guests' demands and service expectations are at all-time highs. As such, Indigo has expended considerable resources recruiting, training and developing top talent. The team at Fernandina Beach is comprised of the following exceptional department leaders:



Steve Murphy, General Manager
Steve ranks near the top of a long list of talented Indigo General Managers. After relocating five years ago from another Indigo golf property in Arizona, Steve was quick to knit himself into the fabric of the Fernandina Beach community. Since arrival, he has taken ownership of the Club's performance, and works daily to realize the City's vision for the course.



David Younger, GCSAA Superintendent
Dave is a Class "A" member of the GCSAA and has led the agronomy team at Fernandina Beach Golf Club for the past three years. With expert attention to detail, Dave continues to improve the infrastructure and aesthetics of the golf course, ensuring that each golfer has a memorable round.



Kristy Benjamin, Food & Beverage Manager
Kristy is one of the longest tenured Indigo employees, working in the F&B department since before our partnership with the City began. In 2017, Kristy was promoted to lead the F&B department where she continues to excel. Her strong roots within the Fernandina Beach community allow her to excel at attracting and retaining banquets and events. Most recently, Kristy received Indigo's "F&B Operator of the Year" award for her outstanding performance during the 2019 season.

There are many reasons – notably company culture and career development – Indigo attracts and retains the best talent in the industry. Facilitating the ability to develop great people are our leading training programs under the Indigo University banner:

- ACE the Guest Experience™
- ACE the Employee Experience™
- Superintendents Business Institute
- Indigo Mentors

We promote empathizing with each guest's personal situation, anticipating and servicing their needs, and then introducing guests to the next portions of their safe and fun journeys, creating positive, seamless experiences throughout.

Formal training sessions are augmented by regular reviews of the guest vision statement, as well as service and behavior standards, in department and all-staff meetings. Timely feedback on observed positive and negative interactions is provided – these are teaching moments, not indictments.

PARTNERSHIP SUMMARY

Product

The National Golf Foundation's annual survey of golfers shows course conditions (product) are the No. 1 reason one course is played over another. It's an expectation that, when not met, means courses experience considerable "one-and-done" patronage. And it confirms the fact that product perfection equates to favorable price-value relationship.

For the past ten years, our primary agronomic focus was increasing Bermuda grass coverage throughout all 27-holes of the golf course. Implementation of Indigo's agronomy "best practices" for fertilization, pesticide application, irrigation and mowing have substantially increased turf coverage while simultaneously decreasing weed infestation.

In addition to the improved maintenance standards, Indigo has completed strategic capital improvement projects to improve the playability and longevity of the course. The greens of the South course were renovated in 2014, followed by the greens on the West course in 2015. Indigo was able to complete this renovation "in-house," saving the City between $120,000 - $150,000. Indigo also partnered with the City financially by covering the cost of the West course greens renovation. The greens on the North course were renovated this year – completing the last nine holes.

Superb course conditions require both expertise and execution, and execution requires proper equipment. Indigo has worked closely with the City to efficiently update the maintenance equipment fleet at the Club. Indigo has prioritized an equipment replacement schedule which is updated annually. Equipment with exorbitant annual repair and maintenance costs is cycled out for newer pieces. Furthermore, our working relationship with other City departments is extremely beneficial – from renting a backhoe for a major irrigation repair, to addressing a clubhouse repair beyond our skillset.

Identifying new revenue streams and creating strategic advantages in the market are critical to the financial success in the future, and the addition of the Top-Tracer practice facility project will do just this. Indigo worked closely with the City to develop the plans for this project and leveraged national partnerships to create a design that will be attractive to both residents and visitors to the island. This was accomplished at a cost that provides a strong return on investment for the City.

The upgrades to the golf course proper have dramatically improved the market position of the Club. Add in the soon-to-be Top Tracer practice facility, and the Fernandina Beach Golf Club is poised to serve as a dynamic amenity for the City for years to come.

Community

Fernandina Beach Golf Club exists to enrich the lifestyle of residents and visitors. The Club serves a critical role as an affordable recreational and social amenity to golfers and non-golfers alike. Indigo has partnered with the following civic groups to host events:

- Rotary
- Kiwanis Club
- Republican Women
- Democratic Women
- Optimist Club
- Newcomers Club
- Chamber of Commerce
- Amelia Island Networking Group
- Bridge Groups
- Mahjong Groups
- FBGC Men's and Women's Associations
- St. Michael Men's Club
- Community HOA Meetings

PARTNERSHIP SUMMARY

The Club supports local vendors and businesses on the island, partnering with companies like Marlin & Barrel. We also take great pride in hosting numerous City functions including:

- City Awards Breakfast
- FBFD Awards Banquet
- FBPD Awards Banquet
- City Visioning Session
- City Staff Meetings

Leveraging the Club to benefit larger community events was a no-brainer. Indigo has thoroughly enjoyed helping meet the fundraising needs of groups and organizations like the Amelia Island Jazz Festival, Joggin' for Frogmen and the Navy Seal Foundation. One of our most coveted events is the Annual Bonhams Auto Auction. The Club oversees stage setup and operations, in addition to providing catering for the 3-day event. In conjunction with the City of Fernandina Beach, we were able to extend our partnership with Bonhams & Butterfields through the year 2024 – guaranteeing at least $250,000 in event revenue for the Club.

Lastly, Indigo CEO, Peter Hill, created the "World's Largest Golf Outing" ("WLGO") – a simultaneous, national, one-day golf event to make an impact in the lives of those who need it most: our nation's wounded veterans and their families. WLGO benefits the Fisher House Foundation, best known for a network of comfort homes where military members and their families can stay at no cost while a loved one is receiving treatment. Since 2011, this event has raised more than $4.5 million dollars. Participation at Fernandina Beach Golf Club has always fostered a great sense of pride and unity.

Connection

In today's hyper-competitive world, prioritizing a professional marketing and sales culture is important. "Build-it-and-they-will-come" reliance should not apply.

Indigo Golf Partners blends art and science (rooted in data) to efficiently connect with the right buyers at the right time with engaging content that prompts action. The bedrock of this work is to attract new guests to Fernandina Beach at a low cost of acquisition and promote frequent utilization for greater lifetime value.

Building our online community at the Club has been a focal point for the past three years. An engaged constituency of raving fans, social media followers, email club members, and App downloaders allows Indigo to capture data and properly segment members, golfers, and prospective players for effective target marketing. The implementation of Indigo's proprietary marketing technology has yielded the following:

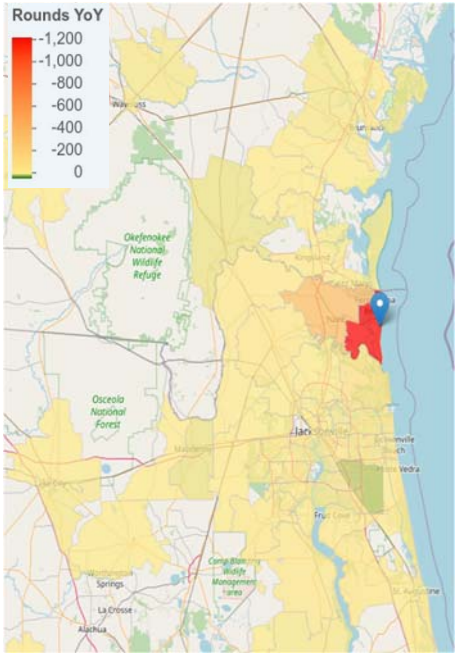
- **Web Traffic:** Over the past year, 20,318 unique users performed 130,965 page views on the Club website. 75.5% of our web users are over age of 45. Growing engagement with a younger demographic will be a key focal point for 2021, aided by the installation of Top Tracer Range.

- **Social Media:** Facebook continues to dominant social media engagement. We average five posts per month on the Club Facebook page to include golf offers, upcoming events, new programs, sales and more. The Club boasts 574 engaged fans who have interacted with the page 2,400 times.

- **Email Marketing:** Indigo built a database with nearly 7,000 active golfers using diligent data capture techniques. Our email recipients drive the most traffic to the Club website and the highest tee time conversion rate. We send one email per week,

PARTNERSHIP SUMMARY

leveraging the intuitive IBM Watson system to track engagement behavior. Zip code analysis allows for accurate mapping of our customer base.



- **APP:** Our interactive Club APP is a hit with members and regular golfers. The APP allows Indigo to create "geo-fences" for marketing and communication, provide APP exclusive offers and programs, update golfers with push notifications and the most popular feature is the built-in GPS for yardage on each hole along with a digital scorecard to track progress. We have had 1,627 App downloads since release.

- **Local Ads:** Partnering with Florida's First Coast of Golf (FFCG) promotes golf and overall tourism to the island through both digital and print campaigns. Our General Manager, Steve Murphy, sits on the Board of FFCG and leverages this partnership to increase out of market exposure for the facility. We also advertise weekly in the News-Leader.

- **Grassroots Marketing:** The onsite team is active within the community to ensure a visible presence for the Club at Chamber of Commerce meetings and functions as well as other community events. The team has built solid relationships with many local business leaders.

Results

The chart below provides a financial snapshot for the past several years. The Indigo team is most proud of the following:

- Total rounds and golf revenue have remained steady, despite significant weather events
- The F&B department continues to impress. FY17/18 was a banner year with over $350,000 in revenues and total COGS of 31.5%
- APR has continually increased since FY14/15 as a result of improved yield management and increased guest loyalty
- Over the past seven years, Indigo has saved $611,587 in budgeted operational expense – a nod to our laser focus on fiscal responsibility.

	Rounds	Golf Revenue	Proshop COGS%	F&B	COGS%	Membership % to Revenue	Total Revenue	APR	Expense Management	Notes
2013-2014	39,674	$ 967,517.00	69.3%	$299,478.00	33.9%	10.1%	$ 1,315,099.00	$ 33.15	$ (105,613)	
2014-2015	42,231	$ 989,754.00	80.2%	$327,738.00	38.6%	8.9%	$ 1,362,433.00	$ 32.26	$ (77,660)	$165K in Dirt Sales
2015-2016	41,904	$ 1,024,517.00	63.1%	$335,944.00	34.1%	7.8%	$ 1,354,132.00	$ 32.32	$ (105,667)	
2016-2017	40,545	$ 965,245.81	66.4%	$349,818.00	34.1%	9.0%	$ 1,336,835.00	$ 32.97	$ (28,842)	Hurricane Mathew, Oct 6th - Closed for 5 days and impacted for 15 days
2017-2018	38,916	$ 925,392.66	61.4%	$356,862.49	31.5%	8.6%	$ 1,299,427.89	$ 33.39	$ (117,217)	Hurricane Irma Sept 10th - Closed 9 days and impacted for 20 days
2018-2019	39,254	$ 967,000.71	63.5%	$352,623.14	34.6%	8.1%	$ 1,347,145.19	$ 34.32	$ (62,492)	Hurrican Dorian Sept 2nd - Closed 4 days and impacted for 7 days
2019-2020	34,552	$ 888,000.92	62.3%	$268,848.00	34.6%	9.3%	$ 1,158,978.00	$ 33.54	$ (114,096)	Covid 19 Pandemic - Continuous Impact

Future

Indigo is eager to continue evolving Fernandina Beach Golf Club and realizing the City's vision for this community asset. The significant investments made in the property over the past five years have positioned the Club for self-sustainability.

PARTNERSHIP SUMMARY

Indigo will continue to evolve the Club's market position to serve as the centerpiece of the community – a place for families and businesses to gather for fun and enjoyable indoor/outdoor recreation and social experiences – a full-service entertainment destination.

When our firm re-branded to Indigo Golf Partners, we rallied around the tagline "Golf for Everyone." It is anchored by inclusion – promoting a sense of belonging – for all involved in owning, operating and frequenting Indigo-managed properties. While the tagline may be new, the sentiment has resonated through our operation of the Club for years. We will continue our focus of making the game of golf more accessible and inclusive for anyone interested in learning, aided by our partnerships with the USGA, First Tee, Women's Golf Day, Kids Play FREE, and PGA Junior League.

Scheduled technology improvements include a new website launch in November 2020, and an upgraded App experience to allow remote golf course check-in and payment scheduled for Q3 2021. The most significant technology upgrade will be the much-anticipated addition of Top Tracer to the driving range. This one-of-a-kind venue will offer entertainment options no other facility in the county can provide. The project is estimated to increase golf and F&B revenue by $200,000 over the next five years.

Financially, our Fiscal Year 2021 projections show an EBIDAR of negative ($10,341) with the Club achieving a positive EBITDAR in Fiscal Year 2022. Recent/upcoming financial tailwinds include the final golf cart lease payment on 10/31/2020 and the final payment on the remaining debt service scheduled for September 2021.

The Indigo team will stay true to our mission – to create fun and enjoyable experiences – while applying our ever-growing local knowledge to be exceptional stewards of the City's golf course.

REGIONAL TEAM / CORPORATE SUPPORT

Indigo's Regional and Corporate Team take an active role to ensure the success of the Club. We centralize several essential functions (accounting, human resources, payroll, risk management, national accounts, and digital marketing support) to reduce costs for our managed courses and ensure our onsite teams are free to focus on members and guests. Some of our "behind the scenes" work includes:

Finance and Accounting

Indigo Golf Partners has built a strong financial management team that efficiently and accurately executes accounting functions for the Club. Guided by keen attention to detail and deadlines, as well as checks-and-balances controls, our in-house Certified Public Accountants and financial analysts use generally accepted accounting principles and will work closely with the General Manager.

From there, Indigo Golf Partners' regional team and on-site leadership apply several management systems, methods and programs in accordance with the plan and budget.

- Daily revenue tracking to budget and prior year
- Monthly revenues review (mid-month and end of month)
- Monthly financial updates for City review
- Monthly site visits

Other items important to the finance and accounting process include:

- **Aggregation and Transparency** – Indigo Golf Partners' proprietary XRM platform transfers point-of-sale and tee sheet data to our SAGE accounting software for up-to-date and accurate financial reporting. The City is provided complete viewability into revenues, expenses (including payroll), bank accounts and other monetary items, and financial reports are customized to easily consolidate into existing City budgets.

- **Security and Internal Controls** – Indigo Golf Partners has built and successfully applied methods to avoid, detect, counteract and minimize risks for the Club. They prevent employee and customer theft, including point-of-sale safeguards and countermeasures, cash handling and deposit requirements, video cameras, required receipts, random safe, drawer and inventory counts, tee sheet / point-of-sale reconciliation and payroll record verifications.

- **Accounting and Payroll** – These functions are directed by Indigo Golf Partners' Director of Accounting who sets strategy and, as necessary, reviews the general ledger, deposit confirmations and audits (if any).

Risk Management

Measures to avoid unnecessary risks benefit the well-being of the Club's people, facilities and the business at large.

- **Safety and Security –** Indigo Golf Partners' Vice President of Contracts and Risk Management oversees the construct, delivery, training and adherence to safety and sanitation plans, guidelines, rules and regulations. Our comprehensive manuals meet OSHA standards for all positions and job responsibilities, machinery and equipment, chemicals and fertilizers, and more.

We require employees to acknowledge reading of manuals, attend regular training sessions, participate in our "Safety Makes Sense" video and training platforms – identifying risks by department – and report accidents or safety violations to his / her supervisor.

Additionally, we procure insurance, risk management and business licenses, including claims filing, renewals and regulatory requirements.

- **Emergencies -** Indigo Golf Partners established an emergency management plan (EMP) specific to the Club. It addresses policies and methods of prevention, preparedness, response and recovery. At the EMP's core is identifying risks and outlining courses of action to mitigate damage of potential events that could endanger the safety of employees and guests, and the Club's ability to function. The EMP includes procedures to safeguard property and facilities, as well as steps to assess an incident's severity and respond to eliminate it. Training exercises (akin to fire drills) are part of the plan alongside connections to outside agencies for assistance.

Capital Planning

Indigo's Regional Team remains intimately involved in the capital improvements taking place at the Club. Mike Stevens played a critical role in the renovation of all 27 greens complexes over the past five years. Using his turf expertise and industry connections, Mike deserves significant credit for the exceptional putting conditions. Additionally, Mike has diligently updated capital replacement plans for the maintenance fleet and worked closely with major suppliers to secure preferred pricing for the City.

The much-anticipated Top Tracer project received expert attention from the entire Indigo Regional Team. Mike Stevens, Dan Zimmer, Chris Cygan, and David Evangelista all assisted in the development of the strategic plan and facility design. Building plans were created utilizing specifications from a similar Indigo-managed facility, and our National Partnership with Top Tracer guaranteed best pricing for the City.

REGIONAL TEAM / CORPORATE SUPPORT



Chris Cygan

Regional Manager (North Florida)

Chris started with Indigo Golf Partners in Chicago, IL back in 2002 and ditched his shovel and snow gear for flip flops and sunglasses 11 years ago. Based in Jacksonville, Chris has dedicated himself to growing the game of golf through customer loyalty, service and instinctive marketing strategies. Chris started off as a cart attendant and now works closely with clients and team members in the North Florida Region. Chris and his wife have a one-year old son and can't wait to get him out on the course.



Dan Zimmer, PGA

Vice President of Operations (Southeast)

A key contributor to thriving golf courses since 2007, Dan possesses more than 25 years in golf and 12 with Indigo Golf Partners. Previously, he managed St. Johns Country Club (now owned by Indigo Golf Partners) for The St. Joe Company. Dan is lauded for his dedication managing all aspects of club operations, motivating team members to be the best versions of themselves, and transparency with and counsel to course owners. A graduate of New Mexico State University, he has been a Class A PGA Member since 2005. Dan and his wife are proud parents of five children.



Mike Stevens, Class A GCSAA

Regional Director of Agronomy (Southeast)

Mike is based in Florida and has been a loyal member of the Indigo Golf Partners family for more than 15 years. The portfolio he supports spans public and private golf courses serving myriad golfer demographics. Staying current with industry trends and ever-changing golf course technology, Mike ushers in new maintenance practices for superior conditioning under prudent budgets. He has served on various golf industry boards and commissions in the southeast and nationally and contributes as a columnist to regional golf publications. Mike loves traveling and spending time with his family when he's not on the course.



David Evangelista

Regional Director of Sales & Marketing (Southeast)

Several best practices in the general hospitality industry translate well into golf, and this is where David shines. For Indigo Golf Partners' southeast courses, he establishes hyper-targeted advertising, direct marketing promotions and sales programs. Prior to joining Indigo Golf Partners more than seven years ago, David ran marketing for portfolios of golf courses and country clubs nationwide. About 20 years ago, David started his career with Universal Studios in Orlando. Watching his daughter excel at softball represents cherished moments.

REGIONAL TEAM / CORPORATE SUPPORT



Sandra Colareta, Vice President of Contacts & Risk Management
Ms. Colareta oversees the company's Risk Management department whose mission is to protect the employees, guests, and financial and physical assets of our clients. This includes implementing safety initiatives and guidelines, preparing policies and procedures for reduction of risk and appropriate risk transfer, and ensuring compliance with laws and regulations. Ms. Colareta has a BA from George Mason University and a JD from American University.



Tom Reilly, SPHR, Vice President of Human Resources
Mr. Reilly directs all corporate and club human resource matters, including staffing, benefits, employee relations and employment law. Mr. Reilly is a graduate of Virginia Polytechnic University and is a Certified Professional in Human Resources (SPHR). Tom is a 15+ year veteran of the golf industry and has held many positions across multiple IGP departments.



Shawn Harrison, CPA, Director of Accounting
Mr. Harrison oversees the accounting department at IGP, with a team of more than twenty senior and junior staff accountants. Shawn ensures all accounting activities are handled properly for all IGP-managed facilities. Mr. Harrison received his Bachelor's and Master's in Accounting from James Madison University, and is a Certified Public Accountant.



Katherine Sweeney, SHRM-CP, Director of Talent Management
Ms. Sweeney focuses on developing and implementing employee training programs, including IGP's "ACE the Guest Experience Curriculum," "Building Our Buffalo" mentorship program, and IGP's year-round Internship program. Ms. Sweeney is a hospitality graduate of George Mason University and earned her MBA with a concentration in Human Resource Management.



Tracy Hanford, Senior Director of Marketing
Ms. Hanford oversees campaign level execution for all 150 courses, with the help of the Marketing Associate team. In this role, Ms. Hanford is the primary liaison to IGP's innovative design, database-marketing and segmentation teams. A graduate of Rand Afrikaans University in South Africa, she holds a bachelor's degree in Marketing, Honors in Strategic Management and more than a decade of highly impactful global marketing experience.



Hans Mahler, Payroll Manager
Mr. Mahler directs payroll for all 7,500 IGP employees, coordinating the implementation and interfacing of ADP and Ultimate Software for our managed courses. Prior to his current role, Mr. Mahler directed IGP's Accounts Payable team. He is a graduate of the University of Maryland.

COMPANY OVERVIEW

Headquartered in Reston, Virginia with regional offices and teams in California, Florida, Hawaii, Illinois, Ohio and New Jersey, Indigo Golf Partners' presence is hands-on. Our highly skilled and motivated corporate and field leadership are adept in all facets of modern-day golf and property maintenance, staffing and training, clubhouse operations, food and beverage, merchandising, golf instruction, data-driven marketing, sales, property management, technology, special events, and finance and accounting.

Our client base spans private ownership, public agencies, homeowners' associations, colleges and universities, and destination resorts. Many contain instruction centers, large-scale food-and-beverage and catering operations, tennis courts, fitness centers, pools and other amenities. We efficiently manage golf facilities with effective programming and systems alongside custom touches unique to each operation. This structure and operating philosophy – combined with relatability and complete transparency – earn us frequent praise from clients for outworking other companies while building longstanding, trusted relationships.

Part of what distinguishes Indigo Golf Partners, which clients appreciate, is across-the-board adherence to a "G.R.I.T." value system focused on Growth, Responsibility, Innovation, and Team.

Indigo Golf Partners has invested millions of dollars to build original programs, many rooted in cutting-edge technology, to drive our culture and high-performing teams, including:

- "Indigo University" features comprehensive ACE the Guest Experience, Superintendent Business Institute and other best-practices training modules and tools for career development and unparalleled product presentation and service delivery
- "4 MORE" people, behavior, and technology-driven stimuli to grow repeat foursome rounds as well as inspire lapsed golfers to return to the game
- Leveraging our economies of scale to save courses substantial money on premium supplies, equipment and services
- "Indigo Green" environmental sustainability in addition to Audubon International requirements
- "World's Largest Golf Outing" raised more than $4,500,000 for military charities
- "Indigo Futures" laboratory for prototyping forward-thinking growth of the game initiatives and course management concepts



Accolades

In addition to receiving "Management Company of the Year" from many golf and hospitality trade media, Indigo Golf Partners' subject matter expertise has been featured by Wall Street Journal, New York Times, USA Today, Forbes, GOLF Digest, Golf Magazine, Sports Illustrated, Golf Channel, NBC, ESPN and more. Our leader, Peter Hill, is annually voted among Golf Inc.'s top 10 "Most Influential People in Golf."

Table 2 – Marina Fund Forecast with Additional General Fund Support

	FY 2020 Budget	FY 2021	FY 2022	FY 2023	FY 2024
			Projection		
Cash Inflows					
Operating Revenues	$ 1,625,000	$ 1,653,000	$ 1,681,000	$ 1,711,000	$ 1,741,000
General Fund Support	$ 1,000,000	$ 1,000,000	$ 1,800,000	$ 2,000,000	$ 1,250,000
Total Cash In	**$ 2,625,000**	**$ 2,653,000**	**$ 3,481,000**	**$ 3,711,000**	**$ 2,991,000**
Cash Outflows					
Operating Expenses	$ 1,633,000	$ 1,590,000	$ 1,638,000	$ 1,679,000	$ 1,745,000
Debt Service	$ 859,000	$ 812,000	$ 782,000	$ 783,000	$ 783,000
Capital Outlay	$ 605,000	$ 116,000	$ 646,000	$ 41,000	$ -
Total Cash Out	**$ 3,097,000**	**$ 2,518,000**	**$ 3,066,000**	**$ 2,503,000**	**$ 2,528,000**
Net Cash Flow	**$ (472,000)**	$ 135,000	$ 415,000	$ 1,208,000	$ 463,000
Cumulative Cash Flow Deficit	**$ (1,927,000)**	**$ (1,792,000)**	**$ (1,377,000)**	**$ (169,000)**	$ 294,000

2.4.3 Golf Course Fund

The analysis of the current and projected financial condition of the Golf Course Fund reveals that the Golf Course has insufficient fund balance and is cumulatively indebted to the General Fund. The Golf Course Fund will require additional General Fund cash flow support in the near term to adequately cover its current operating requirements and reach a positive fund balance. However, the Golf Course Fund is projected to reach independent sustainability by FY 2025 and General Fund subsidy will no longer be required. Table 3 presents a summary of the Golf Course Fund's baseline cash flow projection.

Table 3 – Golf Course Fund Status Quo Forecast

	FY 2020 Budget	FY 2021	FY 2022	FY 2023	FY 2024
			Projection		
Cash Inflows					
Operating Revenues	$ 1,436,000	$ 1,484,000	$ 1,535,000	$ 1,588,000	$ 1,644,000
General Fund Support	$ 220,000	$ 220,000	$ 220,000	$ 220,000	$ 220,000
Total Cash In	**$ 1,656,000**	**$ 1,704,000**	**$ 1,755,000**	**$ 1,808,000**	**$ 1,864,000**
Cash Outflows					
Operating Expenses	$ 1,448,000	$ 1,499,000	$ 1,531,000	$ 1,562,000	$ 1,593,000
Debt Service	$ 183,000	$ 183,000	$ -	$ -	$ -
Capital Outlay	$ 160,000	$ 408,000	$ 564,000	$ 352,000	$ 205,000
Total Cash Out	**$ 1,791,000**	**$ 2,090,000**	**$ 2,095,000**	**$ 1,914,000**	**$ 1,798,000**
Net Cash Flow	**$ (135,000)**	**$ (386,000)**	**$ (340,000)**	**$ (106,000)**	$ 66,000
Cumulative Cash Flow Deficit	**$ (1,264,000)**	**$ (1,650,000)**	**$ (1,990,000)**	**$ (2,096,000)**	**$ (2,030,000)**

By increasing the General Fund Support for the Golf Course Fund, the Gold Course Fund could achieve a net zero fund balance by FY 2024 with the annual support shown in Table 4 below. This scenario enables the fund to achieve annual cash flow surpluses to eliminate the negative cumulative deficit within the 5-year forecast. Beyond FY 2024, if the forecast is correct the Fund would be self-sustaining with minimal to no support required from the General Fund.

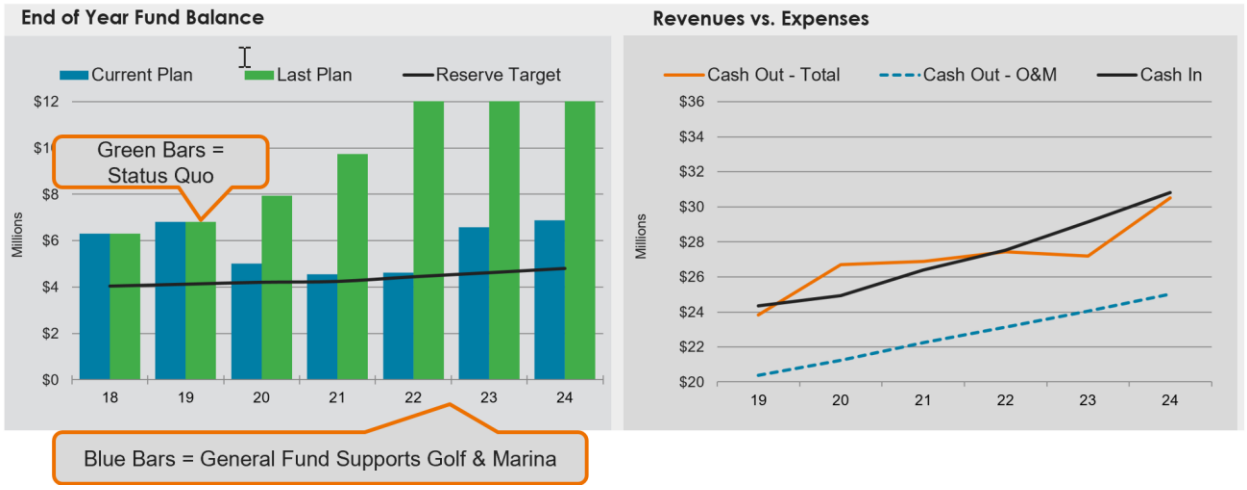
Table 4 – Golf Course Forecast with Additional General Fund Support

	FY 2020 Budget	FY 2021	FY 2022	FY 2023	FY 2024
			Projection		
Cash Inflows					
Operating Revenues	$ 1,536,000	$ 1,659,000	$ 1,710,000	$ 1,763,000	$ 1,819,000
General Fund Support	$ 800,000	$ 800,000	$ 400,000	$ 200,000	$ 130,000
Total Cash In	**$ 2,336,000**	**$ 2,459,000**	**$ 2,110,000**	**$ 1,963,000**	**$ 1,949,000**
Cash Outflows					
Operating Expenses	$ 1,448,000	$ 1,499,000	$ 1,531,000	$ 1,562,000	$ 1,593,000
Debt Service	$ 183,000	$ 183,000	$ -	$ -	$ -
Capital Outlay	$ 160,000	$ 408,000	$ 564,000	$ 352,000	$ 205,000
Total Cash Out	**$ 1,791,000**	**$ 2,090,000**	**$ 2,095,000**	**$ 1,914,000**	**$ 1,798,000**
Net Cash Flow	$ 545,000	$ 369,000	$ 15,000	$ 49,000	$ 151,000
Cumulative Cash Flow Deficit	**$ (584,000)**	**$ (215,000)**	**$ (200,000)**	**$ (151,000)**	$ -

2.4.4 General Fund with Additional Marina and Golf Course Fund Support

If the City were to implement the additional support for the Marina and Golf Course Funds as shown in Tables 2 and 4, the 5-year forecast for the General Fund would still provide a sustainable projection, maintaining fund balances above the minimum target. Figure 2 below shows the projection with the additional fund support included in the cash flows.

Figure 2 – General Fund Forecast with Additional Support to Marina and Golf Course Funds



2.5 CONCLUSIONS & RECOMMENDATIONS

Based upon the analysis presented herein and the results presented in the prior subsection, we have reached the following conclusions and recommendations for each of the three Funds over the projection period:

- The City's current millage rate, property value projections, and other sources of revenues are expected to produce sufficient revenues to meet the General Fund's ongoing capital and operating costs through FY 2029.
- The Golf Course Fund's and Marina Fund's cash flows are structurally unsustainable and will require significant increases to revenues or annual cash support from the General Fund in order to fund ongoing operational costs, debt service, and capital requirements.
- The General Fund is projected to have sufficient cash flow surplus to support the Marina Fund and Golf Course Fund if the City chooses to do so.
- The City should continue to review the financial performance of the General Fund on an annual basis and evaluate the adequacy of its revenues to meet ongoing expenses. Doing so will allow for the recognition of updated revenue and expense information, as well as changes in economic conditions. Continual review will allow for consideration of any necessary adjustments in FY 2020 and beyond that will allow the General Fund to meet its requirements and mitigate impacts to taxpayers from future events occurring differently than currently projected.

Getting the Fernandina Beach Golf Club to Profitability

A review of the current operating model has been completed to provide a baseline for discussion on opportunities to make the Fernandina Beach Golf Club ("the club) profitable as much and as quickly as possible. The current approved budget and forecast shows a loss of $61,000 at the end of the 2020 fiscal year. In evaluating opportunities for improvement, both revenue growth and expense reductions (or changes) were reviewed. It appears there are significant opportunities for financial performance improvement such that the club operations can become a positive contributor of revenues to the city's operating budget in a relatively short period of time, given some capital improvements with investment in Top Tracer bays and repair of the driving range.

Increased Revenue Opportunities

1) Adding Top Tracer bays on the driving range will generate between 3 – 5% growth in revenues, enabling the facility to outpace the industry (tracking at 1% growth). The Top Tracer revenues are incremental to what the club could expect to generate from regular operations. This addition enables the club to generate revenues regardless of weather (hurricanes excluded).
2) Adding Top Tracer will bring additional revenues and profits from incremental food and beverage sales from existing and **NEW** visitors (including non-golfers) to the golf course.
3) Operating expense for the Top Tracer bays is minimal, and in fact a pretty much a variable cost of goods with high profit margin.

Opportunities to Lower Expenses

1) Bringing management of the golf course back under the responsibility of the city can make the golf course profitable almost immediately (with or without Top Tracer).
    - Estimated annual cost savings of excess expenses of $190,000 (eliminate BCG management fees, duplicate functions and unnecessary expenses such as banking fees, legal and accounting fees, IT support fees and exorbitant add-on fees for which the city or its citizens receive no additional value). Detailed list is attached.
    - Capable management is already in place; assuming they stay, transition would be basically seamless
2) Leverage the city's assets already in place and reap economies of scale (for example: Marketing, HR, Accounting, Legal)
3) Create P/L accountability, which does not exist with current BCG contract; there appears to be significant waste
4) Phasing out BCG can be done through non-renewal of their contract at the end of 2020

Market Research Data Notes

In reference to Golf Courses and Country Clubs:

Over the five years to 2024, the Golf Courses and County Clubs industry is expected to generate minimal but stable growth due to rising per capita disposable income and available consumer leisure levels.

Consumers aged from 18 to 49 years account for an estimated 50.2% of industry revenue in 2019. However, consumers in this segment are typically employed and thus have steady income streams, enabling them to freely spend on golf course and country club services. Participants within this age group also play golf as a business activity, with many employers holding golf-centered company events.

(Source: IBISWorld, Golf Courses and Country Clubs in the U.S., February 2019)

In reference to Driving Ranges:

The Golf Driving Range and Family Fun Centers industry displays traits characteristic of an industry in the growing stage of its life cycle. Over the 10 years to 2024, industry value added (IVA), which measures an industry's contribution to the overall economy, is anticipated to grow at an annualized rate of 3.9. Comparatively, the US GDP is projected to increase at an annualized rate of 2.0% over the 10 years to 2024, indicating that the industry is forecast to grow at a faster pace than the overall economy.

Over the 10 years to 2024, industry growth will likely occur as recreational sports, and related activities, are particularly popular among the retiring baby boomers. While the industry will benefit from rising per capita disposable income, more consumers will also value low-cost forms of entertainment, including driving ranges, which consumers can access with low time increments.

In 2019, meal and beverage sales are expected to account for 6.5% of total revenue. This product segment includes on-site sales of food and both alcoholic and nonalcoholic beverages. Over the five years to 2019 there has been a growing focus on selling food and beverages for the industry. In particular, some golf driving ranges and family fun centers have appealed to older demographics, such as parents with young children, with a large selection of menu options.

More individuals will be working more hours and consumers will find it increasingly difficult to participate in sports and recreational activities, therefore reducing demand. However, some industry-relevant business segments are designed to attract time-strapped consumers. For example, golf driving ranges are more time-efficient compared with competitor industries such as golf courses.

(Source: IBISWorld, Golf Driving Ranges and Family Fun Centers, August 2019)

FBGC Expense Reduction Opportunities
(annually)

Budget Section	Expense Item	Annual Budgeted Amount	Comments	Probablity
Administration	BCG Management Fee	$ 94,162	Completely eliminate	Likely
Expense	P & C Insurance	$ 50,000	Duplicate coverage w/ city	Likely
	Payroll Processing Fees	$ 9,600	City already set up	Likely
	Legal/Accounting Support	$ 6,900	City already set up	Likely
	Bank Fees	$ 4,047	Contract w/ 1stFed = no fees	Likely
	IT Support	$ 3,600	Golf course already on city	Likely
	Vehicle Mileage - Admin staff	$ 600	Eliminated	Likely
	Chamber Dues	$ 110	Duplicate coverage	Likely
	Training & Development	$ 2,550	BCG Requirement	Likely
Course	Vehicle Mileage	$ 1,200	Eliminated	Likely
Maintenance				
Marketing	Web Design	$ 6,000	Cover in TT Marketing budget	Potential
	Graphic Design	$ 3,900	Cover in TT Marketing budget	Potential
	Chamber Dues	$ 2,660	Duplication and unneeded	Likely
	Advertising Electronic Displays	$ 2,400	BCG ads	Likely
	CX Mystery Shopper	$ 1,200	Not necessary	Likely
	CX Initiatives	$ 2,700	Not necessary	Likely
		$ 191,629		

Note: Expense calculations were taken from the BCG Simple Management Budget view for 2020

City of Fernandina Beach
Office of the City Manager

Mr. Dale L. Martin
dmartin@fbfl.org

November 10, 2020

Mr. Chris Cygan
Indigo Golf Partners
10440 Tournament Lane
Jacksonville, FL, 32222

Dear Mr. Cygan:

Thank you for the continued interest of Indigo Golf Partners (formerly Billy Casper Golf) in the City of Fernandina Beach, specifically the Fernandina Beach Golf Course. The original agreement between Billy Casper Golf and the City of Fernandina dates to 2010 and was extended again in 2015. The current extension expires on December 13, 2020, and Indigo Golf Partners has expressed interest in another extension.

Please be advised that at the November 17, 2020, Fernandina Beach City Commission meeting, I will recommend to the City Commission that the agreement be allowed to expire and not be renewed.

In 2019, a City consultant prepared an Integrated Financial Sustainability Analysis (commonly referred to as the "Stantec Report"; portion attached). The focus of the Stantec Report was to review the current cumulative cash flow deficits of both the City Marina and the City Golf Course. City financial reports indicated a cumulative cash flow deficit of over $1,200,000. If the City maintained the existing conditions, although the annual cash flow deficit would be eventually eliminated, the cumulative deficit would remain substantial- approximately $2,000,000. The Stantec Report recommended that the City infuse additional General Fund support over the course of the next five years to eliminate the cumulative deficit. The City Commission opted to forego that recommendation, leaving the financial sustainability of the Golf Course uncertain.

With that decision, it is imperative that the City more closely examine a combination of additional revenues and reduced costs to address the deficit. The decision to construct a Toptracer facility is anticipated to provide additional revenue. As part of the business analysis associated with Toptracer, an examination of costs associated with the current management agreement was also conducted. Based upon that analysis, it is projected that the City could reduce annual Golf Course costs by nearly $200,000 by re-assuming internal operations of the Golf Course. Given the financial uncertainty of the Golf Course, that substantial savings (due mainly to the elimination of the administrative fees and duties) must be seriously considered.

The City's relationship with Billy Casper Golf and Indigo Golf Partners has been an outstanding professional relationship and the City is satisfied with the efforts of the past decade. The financial situation, however, is a critical challenge facing the City at this time, and the prospective savings associated with not renewing the management agreement cannot be overlooked. It is for that reason that I will recommend to not extend the management agreement between Indigo Golf Partners and the City of Fernandina Beach.

The City Commission will formally consider this recommendation at the November 17, 2020, City Commission meeting (6:00 PM; 204 Ash Street, Fernandina Beach). If you wish to address the City Commission regarding this issue, I encourage you to attend the meeting and share your comments.

If you have any questions, please contact me.

Sincerely,



Dale Martin
City Manager

Attachment: *Integrated Financial Sustainability Analysis* (2019; portion)

Cc: T. Bach City Attorney

Table 2 – Marina Fund Forecast with Additional General Fund Support

	FY 2020 Budget	FY 2021	FY 2022	FY 2023	FY 2024
			Projection		
Cash Inflows					
Operating Revenues	$ 1,625,000	$ 1,653,000	$ 1,681,000	$ 1,711,000	$ 1,741,000
General Fund Support	$ 1,000,000	$ 1,000,000	$ 1,800,000	$ 2,000,000	$ 1,250,000
Total Cash In	**$ 2,625,000**	**$ 2,653,000**	**$ 3,481,000**	**$ 3,711,000**	**$ 2,991,000**
Cash Outflows					
Operating Expenses	$ 1,633,000	$ 1,590,000	$ 1,638,000	$ 1,679,000	$ 1,745,000
Debt Service	$ 859,000	$ 812,000	$ 782,000	$ 783,000	$ 783,000
Capital Outlay	$ 605,000	$ 116,000	$ 646,000	$ 41,000	$ -
Total Cash Out	**$ 3,097,000**	**$ 2,518,000**	**$ 3,066,000**	**$ 2,503,000**	**$ 2,528,000**
Net Cash Flow	**$ (472,000)**	$ 135,000	$ 415,000	$ 1,208,000	$ 463,000
Cumulative Cash Flow Deficit	**$ (1,927,000)**	**$ (1,792,000)**	**$ (1,377,000)**	**$ (169,000)**	$ 294,000

2.4.3 Golf Course Fund

The analysis of the current and projected financial condition of the Golf Course Fund reveals that the Golf Course has insufficient fund balance and is cumulatively indebted to the General Fund. The Golf Course Fund will require additional General Fund cash flow support in the near term to adequately cover its current operating requirements and reach a positive fund balance. However, the Golf Course Fund is projected to reach independent sustainability by FY 2025 and General Fund subsidy will no longer be required. Table 3 presents a summary of the Golf Course Fund's baseline cash flow projection.

Table 3 – Golf Course Fund Status Quo Forecast

	FY 2020 Budget	FY 2021	FY 2022	FY 2023	FY 2024
			Projection		
Cash Inflows					
Operating Revenues	$ 1,436,000	$ 1,484,000	$ 1,535,000	$ 1,588,000	$ 1,644,000
General Fund Support	$ 220,000	$ 220,000	$ 220,000	$ 220,000	$ 220,000
Total Cash In	**$ 1,656,000**	**$ 1,704,000**	**$ 1,755,000**	**$ 1,808,000**	**$ 1,864,000**
Cash Outflows					
Operating Expenses	$ 1,448,000	$ 1,499,000	$ 1,531,000	$ 1,562,000	$ 1,593,000
Debt Service	$ 183,000	$ 183,000	$ -	$ -	$ -
Capital Outlay	$ 160,000	$ 408,000	$ 564,000	$ 352,000	$ 205,000
Total Cash Out	**$ 1,791,000**	**$ 2,090,000**	**$ 2,095,000**	**$ 1,914,000**	**$ 1,798,000**
Net Cash Flow	**$ (135,000)**	**$ (386,000)**	**$ (340,000)**	**$ (106,000)**	$ 66,000
Cumulative Cash Flow Deficit	**$ (1,264,000)**	**$ (1,650,000)**	**$ (1,990,000)**	**$ (2,096,000)**	**$ (2,030,000)**

By increasing the General Fund Support for the Golf Course Fund, the Gold Course Fund could achieve a net zero fund balance by FY 2024 with the annual support shown in Table 4 below. This scenario enables the fund to achieve annual cash flow surpluses to eliminate the negative cumulative deficit within the 5-year forecast. Beyond FY 2024, if the forecast is correct the Fund would be self-sustaining with minimal to no support required from the General Fund.

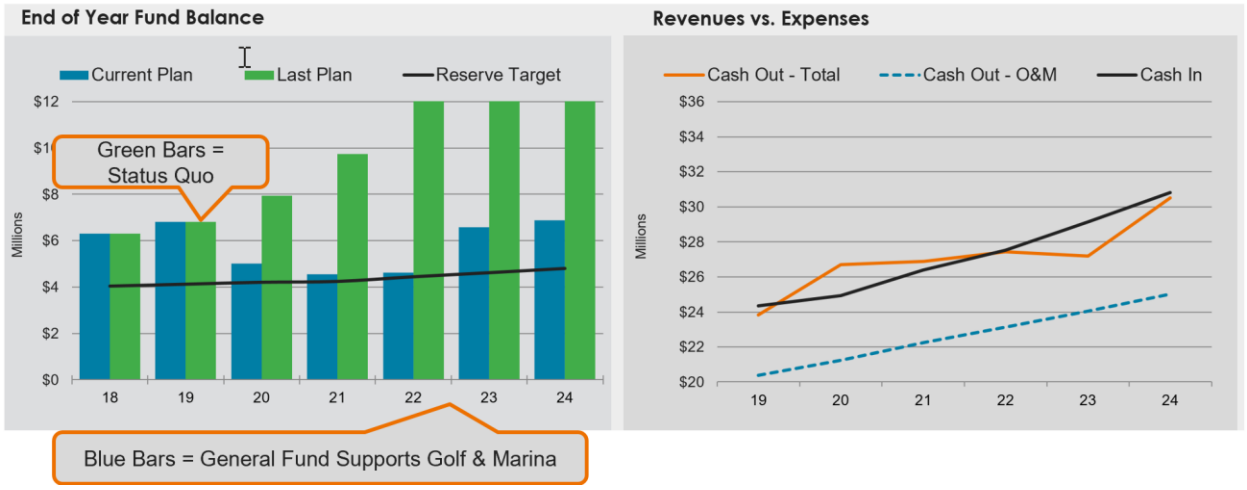
Table 4 – Golf Course Forecast with Additional General Fund Support

	FY 2020 Budget	FY 2021	FY 2022	FY 2023	FY 2024
			Projection		
Cash Inflows					
Operating Revenues	$ 1,536,000	$ 1,659,000	$ 1,710,000	$ 1,763,000	$ 1,819,000
General Fund Support	$ 800,000	$ 800,000	$ 400,000	$ 200,000	$ 130,000
Total Cash In	**$ 2,336,000**	**$ 2,459,000**	**$ 2,110,000**	**$ 1,963,000**	**$ 1,949,000**
Cash Outflows					
Operating Expenses	$ 1,448,000	$ 1,499,000	$ 1,531,000	$ 1,562,000	$ 1,593,000
Debt Service	$ 183,000	$ 183,000	$ -	$ -	$ -
Capital Outlay	$ 160,000	$ 408,000	$ 564,000	$ 352,000	$ 205,000
Total Cash Out	**$ 1,791,000**	**$ 2,090,000**	**$ 2,095,000**	**$ 1,914,000**	**$ 1,798,000**
Net Cash Flow	$ 545,000	$ 369,000	$ 15,000	$ 49,000	$ 151,000
Cumulative Cash Flow Deficit	**$ (584,000)**	**$ (215,000)**	**$ (200,000)**	**$ (151,000)**	$ -

2.4.4 General Fund with Additional Marina and Golf Course Fund Support

If the City were to implement the additional support for the Marina and Golf Course Funds as shown in Tables 2 and 4, the 5-year forecast for the General Fund would still provide a sustainable projection, maintaining fund balances above the minimum target. Figure 2 below shows the projection with the additional fund support included in the cash flows.

Figure 2 – General Fund Forecast with Additional Support to Marina and Golf Course Funds



2.5 CONCLUSIONS & RECOMMENDATIONS

Based upon the analysis presented herein and the results presented in the prior subsection, we have reached the following conclusions and recommendations for each of the three Funds over the projection period:

- The City's current millage rate, property value projections, and other sources of revenues are expected to produce sufficient revenues to meet the General Fund's ongoing capital and operating costs through FY 2029.
- The Golf Course Fund's and Marina Fund's cash flows are structurally unsustainable and will require significant increases to revenues or annual cash support from the General Fund in order to fund ongoing operational costs, debt service, and capital requirements.
- The General Fund is projected to have sufficient cash flow surplus to support the Marina Fund and Golf Course Fund if the City chooses to do so.
- The City should continue to review the financial performance of the General Fund on an annual basis and evaluate the adequacy of its revenues to meet ongoing expenses. Doing so will allow for the recognition of updated revenue and expense information, as well as changes in economic conditions. Continual review will allow for consideration of any necessary adjustments in FY 2020 and beyond that will allow the General Fund to meet its requirements and mitigate impacts to taxpayers from future events occurring differently than currently projected.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-176
Purchase Approval - Canon Solutions America

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-176.

SYNOPSIS: The Purchasing Policy requires any purchases which exceed $20,000 be approved by the City Commission. Although this purchase does not exceed the $20,000 threshold, City Commission approval is sought because the necessary funding is being requested from Continency account, 0018200 59900.

Staff requests approval for the purchase of one Canon DR-G2110 Production Scanner from Canon Solutions America in an amount not to exceed $4,225 as it is the lowest price and best fit for the specific equipment the City Clerk's Office is seeking in order to replace the no longer operational Canon DR-9080C Scanner purchased in 2007.

FISCAL IMPACT:

Staff recommends a budget transfer of $4,225 from the General Fund Contingency account, 0018200 59900 to the City Clerk's Machinery and Equipment account, 0011200 56400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-176.

Pauline Testagrose, Comptroller	11/4/2020
Katie Newton, Legal Assistant	11/4/2020
Dale L. Martin, City Manager	11/9/2020
Tammi E. Bach, City Attorney	11/9/2020

Caroline Best

Submitted By: Caroline Best, City Clerk Date: October 30, 2020

COMMISSION ACTION: Adopt

RESOLUTION 2020-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE CANON DR-G2110 PRODUCTION SCANNER FROM CANON SOLUTIONS AMERICA IN AN AMOUNT NOT TO EXCEED $4,225 IN FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Purchasing Policy requires that any purchases which exceed $20,000 be bid out and require City Commission approval; and

WHEREAS, this purchase does not exceed the $20,000 threshold, City Commission approval is sought because the necessary funding is being requested from the Contingency account, 0018200 59900; and

WHEREAS, staff requests approval for the purchase of one Canon DR-G2110 Production Scanner from Canon Solutions America in an amount not to exceed $4,225 as it is the lowest price and best fit for the specific equipment the City Clerk's Office is seeking in order to replace the no longer operational Canon DR-9080C Scanner purchased in 2007; and

WHEREAS, staff recommends a budget transfer of $4,225 from the General Fund Contingency account, 0018200 59900 to the City Clerk's Machinery and Equipment account, 0011200 56400.

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

SECTION 1. The City Commission hereby approves the purchase of one Canon DR-G2110 production scanner from Canon Solutions America as described on Exhibit "A" in an amount not to exceed $4,225.

SECTION 2. The City Commission approves a budget transfer of $4,225 from the General Fund Contingency account, 0018200 59900 to the City Clerk's Machinery and Equipment account, 0011200 56400.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute all documentation, upon review and approval of the City Attorney.

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

ADOPTED this 17th day of November, 2020.

CITY OF FERNANDINA BEACH

_____

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:

_____	_____
Caroline Best	Tammi E. Bach
City Clerk	City Attorney

Canon
CANON SOLUTIONS AMERICA

imageFORMULA
DR-G2110



HIGH-SPEED, HIGH-QUALITY SCANNING FOR OUTSTANDING PRODUCTION EFFICIENCY

The Canon imageFORMULA DR-G2110 production document scanner, with both USB and ethernet connectivity, provides businesses with a high-performance, reliable, and flexible scanning solution as part of a robust document management system.

WIDE VARIETY OF APPLICATIONS

The DR-G2110 scanner is ideal for processing large amounts of documents in mission-critical, centralized production scanning environments. It has been developed to withstand the rigors of production-level scanning while maintaining high-speed, high-quality imaging. The DR-G2110 scanner can help businesses improve productivity, maintain continuity, increase efficiencies and securely manage information.

HIGH PERFORMANCE

The DR-G2110 scanner handles up to 110 pages per minute—both sides in a single pass*—and holds up to 500 sheets in the ADF. It is also equipped with a dedicated, onboard image processing chip, making it capable of maintaining fast scanning speeds, independent of PC performance. These features all help contribute to improve productivity.

RELIABLE AND FLEXIBLE

This scanner is flexible enough to reliably handle a variety of document types, from business cards to ledger-sized documents, long documents, and thin or thick documents,** using its advanced feeding mechanism. This helps reduce labor-intensive pre-sorting and job preparation. Plus, double-feed detection helps to ensure that no data is lost. A durable, solid-body design as well as heavy-duty feed and eject trays contribute to the scanner's reliability.

In addition to the USB connectivity, ethernet connectivity is also included in the DR-G2110 scanner, adding to the scanner's installation and operational flexibility. Plus, ethernet connectivity support can be helpful for use in Virtual Desktop Interface (VDI) environments.

EFFICIENT, SMOOTH OPERATION

The DR-G2110 scanner features an intuitive control panel that allows easy access to scanner settings, and user-programmable job buttons for one-touch operation. This scanner is also equipped with a motorized paper feed tray that can be adjusted to the height of the batch, and flexible paper feed and output guides. This, plus the ability to handle a variety of document types,** allows for unattended batch scanning, which can help optimize workflows and increase efficiencies.

ENVIRONMENT IN MIND

The DR-G2110 scanner is registered EPEAT gold and meets ENERGY STAR® guidelines for energy efficiency. It also complies with both the EU RoHS and WEEE directives for the reduction of hazardous substances and waste products.***

CUSTOMER CARE

For investment protection, eCarePAK options are available to extend service beyond the initial 90-day, on-site limited warranty period. This can save on costs associated with post-purchase maintenance and helps maximize uptime throughout the product life.

SPECIFICATIONS

Type:	Production Document Scanner
Document Feeding:	Automatic or Manual
Document Size	
Width:	2" - 12"
Length:	2.8" - 17"
Long Document Mode	Up to 220.1"
Document Weight:	
Automatic Feeding:	14 - 56 lb. Bond
Manual Feeding:	14 - 56 lb. Bond
Feeder Capacity:	Up to 500 Sheets
Grayscale:	8-bit
Color:	24-bit
Scanning Element:	Three-Line Contact Image Sensor (CIS)
Light Source:	RGB LED
Scanning Modes:	Color, Grayscale, Black and White
Color Dropout:	RGB and Custom
Optical Resolution:	Up to 600 dpi
Output Resolution:	150/200/240/300/400/600 dpi
Max. Scanning Speeds*	

	Simplex	**Duplex**
BW/Grayscale	Up to 110 ppm	Up to 220 ipm
Color:	Up to 110 ppm	Up to 220 ipm

Interface:	Hi-Speed USB 3.1, 10Base-T/ 100Base-TX/1000Base-T Ethernet
Dimensions (H x W x D):	18.9" x 22.4" x 12.4" (with trays closed)
Weight:	55.1 lb.
Power Consumption:	66.5 W or less (Energy Saving Mode: 3.5 W)
Supported OS:	Windows® 7/8/8.1/10 (32-bit/64-bit) or later, Windows® Server 2008 R2/ 2012 R2/2016
Scanner Drivers:	ISIS/TWAIN
Suggested Daily Volume:	50,000▲
Bundled Software:	Canon CaptureOnTouch, Kofax VRS Professional
Options:	Flatbed Scanner Unit 102 and 201
Other Features:	Auto Color Detection, Auto Page Size Detection, Active Thresholding, Batch Separation, Character Emphasis, Count Only Mode, Custom Color Dropout/Enhance Color, Deskew, Double-Feed Detection, Edge Emphasis, Folio Scan, Image Rotation, Moiré Reduction, MultiStream, Paper Feed Tray (Adjustable), Pre-Scan, Prevent Bleed-Through/Remove Background, Punch Hole Removal, Rapid Recovery System, Skip Blank Page, Staple Detection, Text Enhancement, Text Orientation Recognition, Three-Dimensional Color Correction, User Preferences, Verify Scan
Item Number:	3150C002
MSRP:	$5,995

* Examples based on typical settings, rated in pages/images per minute with letter-sized documents, landscape feeding direction, up to 300 dpi. Actual processing speeds may vary based on PC performance and application software.
** See specifications for further detail on document types.
*** The facts and product statistics about EU RoHS and WEEE were obtained from Canon Electronics Inc. as of 2018.
▲ Calculations based on scanning speed and assumed daily time of use.



For more information, call or visit
1.800.815.4000 CSA.CANON.COM

Canon
CANON SOLUTIONS AMERICA

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CSA-18-573
1018-CSADR-G2110B-PDF-IH

epeat GOLD
ENERGY STAR
eCarePAK Extended Service Plan
CaptureOnTouch

Canon Solutions America
New DR-G2110 Production Scanner Series
Price Quote Summary for the City of Fernandina Beach:

NIPA/OMNIA Contract # FI-R-0251-18
October 15th ,2020 Pricing Expires December 27th ,2020

Purchase Price for (1)Canon DR-G2110 Production Scanner: 110 page per minute scanner **Scans at up to 110 pages* per minute, both sides of an item in a single pass, with an Automatic Document Feeder capable of holding up to 500 sheets for high performance. Equipped with USB connectivity for non-networked environments.** **Complete with ISIS Driver for Windows & Twain Driver for Windows CapturePerfect v3.0 for Windows(SCSI Card & Cable NOT included) , USB Cable Included** **Includes: Shipping, Installation with Canon Tech**		**$ 4,225.00**	

Canon Solutions America
10401 Deerwood Park blvd Suite 110
Jacksonville , Fl 32256
Contact: Chris Dooley
Phone 904-923-0230

Email: cdooley@csa.canon.com



COUNTY OF DUPAGE, IL

Contract FI-R-0251-18

for

Multi-Functional Device Equipment, Supplies,

Software and Service Solutions

with

Canon Solutions America, Inc.

Effective:

October 1, 2018 through September 30, 2023

The following documents comprise the executed contract between the County of DuPage, IL and Canon Solutions America, Inc., effective October 1, 2018:

I. County of DuPage Board Resolution
II. Canon Best and Final
III. Canon Solutions America, Inc. Response to the Request for Proposal
IV. The Terms and Conditions of the Request for Proposal incorporated by reference

Resolution

FI-R-0251-18

AWARDING RESOLUTION FOR
MULTIFUNCTIONAL DEVICE EQUIPMENT, SUPPLIES,
SOFTWARE AND SERVICE SOLUTIONS

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (National IPA), the County of DuPage will contract with Canon Solutions America, Inc.; and

WHEREAS, pursuant to the agreement approved in Resolution #FI-0034-07 the County is authorized to work with National Intergovernmental Purchasing Alliance (National IPA) to secure multi-state volume purchasing contracts; and

WHEREAS, the County issued its Solicitation #18-020-LG for Multifunctional Device Equipment, Supplies Software and Service Solutions; and

WHEREAS, the County evaluated the responses to the solicitation and Canon Solutions America, Inc., has been found to meet all minimum qualifications and requirements per Solicitation #18-020-LG; and,

NOW THEREFORE BE IT RESOLVED, that an award be issued to: Canon Solutions America, Inc., 425 N. Martingale Rd. Schaumburg, IL 60173, at the solicited rates contained herein for procurements entered into during the period of October 1, 2018 through September 30, 2023.

BE IT FURTHER RESOLVED, that the County and other authorized members of the National IPA may order Multifunctional Device Equipment, Supplies Software and Service Solutions pursuant to this award of Solicitation #18-020-LG from the incorporated agreement. Each County order shall be approved pursuant to the County Procurement Ordinance OFI-005F-99 and any amendments thereto.

BE IT FURTHER RESOLVED, that the County will receive an administrative fee of no less than .125% of sales generated by the use of the contract.

Enacted and approved this 14th day of August, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____
PAUL HINDS, COUNTY CLERK

Ayes: 18

DocuSign Envelope ID: C6AD1105-BCA6-4176-8DF8-49151E0073E4

CONTRACT RFP 18-020-LG BETWEEN
CANON SOLUTIONS AMERICA, INC.
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 14th day of August, 2018, between The County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and Canon solutions America, Inc., licensed to do business in the State of Illinois, located at 425 North Martingale Road, Suite 1400, Schaumburg, IL 60173 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in RFP 18-020-LG for its Department of Finance, located at the DuPage County Administrative Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.1 CONTRACT DOCUMENTS

1.2 This Contract includes all the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

1.2.a County of DuPage Board Resolution FI-P-0204-18

1.2.b Contractor's Best and Final Offer dated July 2, 2018

1.2.c. Contractor's Response to the RFP dated April 24, 2018

1.3 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.4 In the event of a conflict between any of the above documents, the documents control from top to bottom; i.e., "a" controls over "b".

2.1 DURATION OF THIS CONTRACT

2.2 Unless terminated as provided in the Contract, the term of this Contract shall be for a Five (5) year period beginning on October 1, 2018 and continuing through September 30, 2023.

3.1 BID PRICES AND PAYMENT

3.2 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

3.3 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

4.1 AMENDMENTS

4.2 This Contract may be amended by mutual agreement.

4.3 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

DocuSign Envelope ID: C6AD1105-BCA6-4176-8DF8-49151E0073E4

5.1 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

5.2 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

6.1 SEVERABILITY CLAUSE

6.2 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

7.1 GOVERNING LAW

7.2 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

8.1 ENTIRE AGREEMENT

8.2 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

8.3 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

By: _____

James McGuire

Procurement Officer

8-14-18

Date

CANON SOLUTIONS AMERICA, INC.

DocuSigned by:

By: Peter Kowalczuk

5AABE3CE633E4B5...

Peter Kowalczuk

President

09/14/2018 | 10:23 AM EDT

Date

CANON SOLUTIONS LEGAL
ASM
APPROVED AS TO FORM
09/13/18
DATE

Canon
CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.
425 North Martingale Road
Suite 1400
Schaumburg, IL 60173

Phone: 800.815.4000
www.csa.canon.com

July 2, 2018

Mr. Jim McGuire
Procurement Officer
DuPage County Procurement Services
Division 421 North County Farm Road, Room 3-400
Wheaton, IL 60187

Dear Mr. McGuire

On behalf of Canon Solutions America, Inc., I would like to thank you for allowing us to respond to your Request for Proposal (Solicitation #18-020-LG) for Multi-Function Copier Devices and Service Solutions with a best and final offer. As we have reiterated, the majority of value that Canon Solutions America will afford DuPage County is through expertise and methodology that will help the county eliminate redundant, inefficient practices while adapting new productive policies and operations. A good example of this can be found in the work we've done with Lake County in Illinois. They have been a happy Canon customer for more than 20 years. In 2017 we conducted over 30 Operational Efficiently Studies for each of the County's departments and identified a number of areas in each department where cost savings and productivity could be improved. One of the largest areas of improvement identified was the cost associated with color print on networked and non-networked color printers. Since then, the county has added at least (1) color MFD to each department, reducing the County's cost by approximately 38%.

I believe that you will find our company, products and services to be of considerable value to your organization. We are uniquely qualified to continue with our Top Tier position as a provider to Participating Agencies through National IPA. Furthermore, we wish to express our commitment to provide the County of DuPage (the County) with the highest level of customer satisfaction.

Enclosed please find our proposal in response to your request. Please do not hesitate to contact Stacey Andersson directly with any questions or concerns.

Row Labels	MONTHLY B&W COPIES	MONTHLY COLOR COPIES	Count of Proposed Repalcement Models 1	CPC All HDW in B&W CPC	Color CPC no HDW	Total Monthly Cost
IMAGERUNNER ADVANCE C3525I II	21,770	17,538	13			
IMAGERUNNER ADVANCE 4535I II	229,854	0	46			
IMAGERUNNER ADVANCE 6555I II	397,096	0	30			
IMAGERUNNER ADVANCE 4545I II	214,197	0	34			
IMAGERUNNER ADVANCE C5560I II	20,719	6,277	4			
IMAGERUNNER ADVANCE 4525I II	93,065	0	64			
IMAGERUNNER ADVANCE 6575I II	149,608	0	5			
IMAGERUNNER ADVANCE 8585I II	51,311	0	2			
IMAGERUNNER ADVANCE C3530I II	5,085	1,387	1			
IMAGERUNNER ADVANCE C5535I II	21,930	25,097	5			
IMAGERUNNER ADVANCE C3530I II	16,691	948	2			
IMAGERUNNER ADVANCE 8595I II SET	37,772	0	1			
IMAGERUNNER ADVANCE C7565I II	27,053	1,172	2			
IMAGERUNNER ADVANCE C5550I II	60,591	52,432	9			
IMAGERUNNER 1435I	5,176	0	5			
IMAGERUNNER ADVANCE 8505I II SET	60,174	0	2			
Monthly RFP Total	1412092	104851	225			
Annual Cost						
60-Month Term						
Monthly Optional Estimated Software						

Sincerely,



Brian C. Gasteier

Canon Solutions America, Inc.
One Canon Park
Melville, NY 11747

Phone: 800.815.4000
www.csa.canon.com

April 24, 2018

Mr. Larry Gammel
Buyer Procurement Services
DuPage County Procurement Services
Division 421 North County Farm Road, Room 3-400
Wheaton, IL 60187

Dear Mr. Gammel:

On behalf of Canon Solutions America, Inc., I would like to thank you for allowing us to respond to your Request for Proposal (Solicitation #18-020-LG) for Multi-Function Copier Devices and Service Solutions. I believe that you will find our company, products and services to be of considerable value to your organization.

Furthermore, we wish to express our commitment to provide the County of DuPage (the County) with the highest level of customer satisfaction.

I am pleased to delegate Stacey Andersson, Major Account Executive of Canon Solutions America as the main contact for the County. The contact information for Stacey Andersson is as follows:

Stacey Andersson
Major Account Executive
425 N. Martingale
Schaumburg, IL 60173
Office: 312-521-9562
Email: sandersson@csa.canon.com

Enclosed please find our proposal in response to your request. Please do not hesitate to contact Stacey Andersson directly with any questions or concerns.

Sincerely,

Peter Kowalczuk
President

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Executive Summary

State and local governments, like the County of DuPage, are turning to a range of print and document management solutions to address their complex business environments. Although many solutions promise enticing benefits, government organizations may be missing out on the full value of print and document management solutions because of budget concerns and other challenges.

Understanding the Implications

In procuring print and document management solutions, state and local governments often face funding shortages, unexpected costs and other budget-related challenges that impact their decisions. To save money and work within budget allocations, organizations may be tempted to choose the lowest-price equipment and services. In these scenarios, organizations may focus on solving an immediate, localized need without considering long-term, enterprise-wide goals. However, operating in this mode has a number of potentially costly consequences, including:

- Integration issues associated with getting heterogeneous pieces of equipment and software to work together efficiently — not only across the print and document management environment but also in terms of integration with enterprise resource planning (ERP) and other back office or legacy systems

- Increased complexity related to learning multiple vendors' technology, maintaining different devices, and managing multiple patch and upgrade cycles

- Inefficiencies related to maintaining multiple relationships such as troubleshooting and resolving technical issues, escalating support with the proper vendor, and handling billing and other vendor management tasks

- Security gaps that arise when multifunction printers (MFPs) and other devices with varying, uncoordinated security mechanisms are connected to the network; this issue is exacerbated by the fact that the IT team is not always responsible for print and document management.

Canon Solutions America, Inc. is pleased to see that the County of DuPage has adopted a "best value" mindset and strategy. Instead of focusing on one-time transactions that meet an immediate need or budget requirement, organizations would do well to adopt a long-term, solution oriented strategy that emphasizes achieving the best value and optimizing performance across the whole organization.

We are excited for the opportunity to serve the County of DuPage again and provide a customized approach to the present print and document management environment.

Response to Section 6 – Scope of Work and Specifications

Introduction

Canon Solution America, Inc. has reviewed Section 6 in its entity; acknowledges and agrees with the minimal technical requirements, except and noted at the end of each section. We feel that we exceed the minimal requirements and specification of this solicitation. Additional information or literature is provided as an Exhibit.

Canon Solutions America, Inc. Corporate Structure

Canon Solutions America meets the criteria of the County's preference to do business with a direct manufacturer which is also a publicly traded company. Canon Solutions America is a wholly owned subsidiary of Canon U.S.A. who's parent Canon is traded on the Nikkei ad NYSE. Canon, Inc. is a diverse global manufacture of products and software with major market share presence in document technology, Imaging and photographic, diagnostic healthcare systems and industrial manufacturing systems. Today document technology represents 56% of Canon's global revenue. Our market dominance in our diverse portfolio contributes to our long term sustainability.

Corporate Philosophy

Our corporate philosophy is ***kyosei***. It conveys our dedication to seeing all people, regardless of culture, customs, language or race, harmoniously living and working together in happiness into the future. Unfortunately, current factors related to economies, resources and the environment make realizing kyosei difficult.



Canon strives to eliminate these factors through corporate activities rooted in kyosei. Truly global companies must foster good relations with customers and communities, as well as with governments, regions, and the environment as part of their fulfillment of social responsibilities.

For this reason, Canon's goal is to contribute to global prosperity and the well-being of mankind as we continue our efforts to bring the world closer to achieving kyosei.

To this end, we feel that being a leader in market development and being finically secure provides both the County DuPage and the Participating Agencies the best solutions for the document technology needs.

Capability to Execute

Canon Solutions America is strategically positioned to support the County of DuPage, IL, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program.

Over the past 30 years Canon Solutions America has been awarded cooperative agreements and for the last 10 years two agreements marketed through National IPA with the County of DuPage as the lead agency. As of March 1, 2018, Canon Solutions America has an agreement with Region 4 ESC for Managed Print Services. Our expertise and dedication have help thousands of public agencies streamline the procurement process using cooperative programs to save time and money for their beneficiaries. Over the past 10 years Canon Solutions America has had a great partnership with National IPA including sharing of best practice, providing support for agencies summits and alignment on the value of best value with in cooperative solicitations.

A Canon Group Company - Financial Strength -

Canon is a $36.1 billion company that pursues global diversification with regional operations in the Americas, Europe and Asia. In our global structure, each region handles comprehensive sales and marketing duties. Throughout the group there are 197,673 employees and 367 research, manufacturing, and sales subsidiaries.

The high priority Canon places on its Global R&D effort is evident in its devotion of more than 8.9% of annual revenues in 2017. Canon's efforts in this area include a more regional focus in order to develop technologies that meet the specific demands encountered in the Americas, Europe, and Asia. Based upon the number of registered US patents filed by Canon, you can easily conclude that we have spent our Research & Development dollars effectively. In 2016, Canon Inc. ranked third overall in patents registered in the U.S. with a total of 3,665 patents.

Canon Solutions America offers many unique benefits. We offer a full range of technologies, as well as implementation and help desk support. In addition, national customers enjoy consistent best-in-class support for all their locations nationwide. A staff of product and software application experts is

directly accessible to assist our customers with the continual task of streamlining workflow processes through innovative technology.

Helping the County of DuPage and the Participating Agencies meet their Sustainability Goals and Objectives

Canon Solutions America parent Canon U.S.A., Inc., a leader in digital imaging solutions has received the 2018 ENERGY STAR® Partner of the Year - Sustained Excellence Award for continued leadership and superior contributions to ENERGY STAR. Canon U.S.A.'s accomplishments were recognized by the U.S. Environmental Protection Agency and the U.S. Department of Energy at a ceremony in Washington, D.C. on April 20, 2018.



Canon has been an ENERGY STAR partner for over 20 years and offers nearly 200 ENERGY STAR certified products that incorporate advanced energy-efficient technologies, without compromising features or performance. This is the first time that Canon U.S.A. has received the ENERGY STAR Partner of the Year - Sustained Excellence Award. Canon U.S.A. has previously received Partner of the Year - Product Brand Owner Awards (2010, 2016 and 2017), as well as Excellence Awards for ENERGY STAR Promotion (2011) and Product Labeling (1996, 1997, 2001, 2002, 2003, 2005 and 2008).

Environmental Sustainability-Solving Public Agencies Problems

To promote sustainability and foster an environmentally sensitive culture we will promote the use of EPEAT Certified products. Since 1995 Canon has been creating environmental management systems (EMSs), and acquiring ISO 14001 certification at individual operational sites around the world. As of 2011, Canon achieved the consolidated certification at its operational sites, manufacturing and marketing subsidiaries in 39 countries around the world. More than 700 other Canon sites worldwide are certified to the ISO 14001 standard. EPEAT - Canon offers products that are registered in accordance with the recently established Electronic Product Environmental

Assessment Tool (IEEE 1680.2 or EPEAT) for Imaging Equipment. This new sustainability tool provides third-party verification of the positive environmental aspects related to the purchase and use of imaging equipment.

Canon Business Strength

Canon ranks third overall in U.S. patents granted in 2017 and is one of Fortune Magazine's World's Most Admired Companies in 2018. Canon U.S.A. is committed to the highest level of customer satisfaction and loyalty, providing 100 percent U.S.-based service and support for all of the products it distributes in the United States. Canon U.S.A. is dedicated to its Kyosei philosophy of social and environmental responsibility. In 2014, the Canon Americas Headquarters secured LEED® Gold certification, a recognition for the design, construction, operations and maintenance of high-performance green buildings

As a testament to the company's strong standing as a good corporate citizen and its proactive approach to corporate social responsibility initiatives, Canon U.S.A., Inc., a leader in digital imaging solutions, has been recognized as one of the 2018 World's Most Ethical Companies by the Ethisphere Institute, a global leader in defining and advancing the standards of ethical business practices. This recognition is based on a variety of factors including: measuring and improving culture, leading with integrity and committing to transparency, diversity and inclusion. In 2018, 135 companies were recognized across 23 countries and 57 industries

Knowledge and commitment to the Government and Education Market

Connecting Suppliers with the Public Procurement Community - NIGP's Business Council comprised of representatives from each company participating in the Institute's Enterprise Sponsor Program. Enterprise Sponsors are leaders in their respective industries and have demonstrated a shared commitment to NIGP's values of: Accountability, Ethics, Impartiality, Professionalism, Service, and Transparency. We have been an established and active member and participant since 2008, and are considered subject matter experts regarding NIGP's Business Council and their activities. The mission of the Business Council is to "Serve the NIGP membership and procurement profession through the sharing of resources and expertise in support of NIGP's educational, research and advocacy mission."

In essence, the Business Council connects the supplier's perspective with the public procurement community and is dedicated to improving the buyer/supplier relationship.

Additionally, Canon Solutions America has been and will be active in the national and local associations of ASBO, NACUBO and NAEP; statewide organizations like CAPPO, MAPPO, IAPPO, and FAPPO. The organizations provide us with invaluable knowledge and insight to the requirements of the market.

Background

Knowledge of the County of DuPage

For over 50% of the past 30 years, Canon Solutions America has had the privilege of serving DuPage County as a provider of document technology. Across our origination we have been able to retain our employee base. Employee tenure is critical for providing excellent service and customer satisfaction. Specific to the County of DuPage the key service and administration leaders and staff are in place to provide the support that DuPage deserves. We have provided much or the expertise for transitioning the County for the legacy copiers to the digital multifunctional devices. Within the request for proposal, the county has expressed the same challenges as may other similar agencies. Within the technical recommendations we have provided a path to a more secure and less burdensome document technology platform.

Fleet Details

Canon Solutions America is looking for the opportunity to help the County of DuPage achieve a manageable device capacity to utilization ratio. Based on the Attachment B DuPage Copier Listing, the fleet has moved to a 68% utilization ratio from a historical level in 2012 of approximately 95%. Presently the County of DuPage is paying a sizable premium for resourse that are not being utilized.At the onset we will conduct a thought assessment and propose an organizational right sizing of the multifunctional devices with the intent to reduce the population by 15% creating a cost reduction for the County.

We will continue to achieve these levels by actively participating in reviews and recommendation conducted on a quarterly basis. We have confidence that we can achieve at least a 90% utilization rate on a refresh agreement with us. Over the past four years using the existing County of DuPage agreement we have maintain these rates for other participating agencies.

Objectives

This RFP is intended to achieve the following objectives:

- Provide a comprehensive publicly solicited and awarded Master Agreement offering a full range of multifunction devise equipment, supplies, software, and service solutions with a variety of pricing structures (i.e., cost per copy, copy allowance per copier per month with rebate options for unused copy allowance, leasing, purchasing, etc.) nationally to Participating Public Agencies;

Scope of Products and Services Offered

At a minimum the County of DuPage is requiring that the provider to be able to provide a full range of new product equipment, supplies, software and services to meet the demands of the County and all Public Agencies that opt to participate in the cooperative purchasing program through National IPA. Additionally as outlined in the Equipment section, we agree that the new equipment is defined as newly assembled equipment that is factory produced and has been assembled for the first time which contains new components that have been fully inspected, tested and fully meets product performance and reliability specifications. Equipment must be newly serialized, and the County must be the first user of the product and must have new equipment set of warranties.

Available products include, but are not limited to wide format devices, high production equipment, and equipment that enables faxing, printing and scanning. Services include, but are not limited to, consulting, analysis, planning, inventory control, legal, managed print solutions, data capturing solutions that microfilm and/or scan, filing or healthcare document services, managed print services, outsourcing, integration, network, and software solutions.

Canon Solutions America is the leader in the scale of document technology available today.

The County DuPage and all participating agencies will be offered Canon products and service for; multifunctional devices, single function devices (print, facsimiles, scanners), wide format (printers and MFDs), production printers, high production printers. Unlike many in the document industry today that have outsourced their product manufacturing, our offer is based on Canon manufactured products, parts and supplies. This achieve the requirement for product consistency and standardized end-user interfaces. Reducing the time required for the County's employees to be trained.

Binding equipment, vending and coin peripherals not manufactured by Canon will be offered as well.

The offer provides for software solutions that include:

- Color Management
- Document Distribution
- Document Management
- Document Mastering / Make Ready
- Document Performance Services
- Enterprise Printing
- Image Filing
- Mobile Printing

- Office Productivity
- Output Management
- Security
- Subscription Support Services
- Tracking & Auditing
- Variable Data
- Vertical Market Application
- Web-to-Print

Additionally the offer includes the following Services; Assessment Implementation Professional, Subscription, Managed Print, Enterprise Managed.

To the County of DuPage and nationally to Participating Public Agencies supplies proposed as part of the maintenance plan must be Original Equipment Manufacturer (OEM) supplies. Canon Solutions America is in full agreement with the county's requirement. Non-OEM product, parts and supplies have a profound effect on the long term productivity and creates additional expense to remediate failures. With a high amount of counterfeiting in Non OEM products, parts and supplies, it leads public entities to have to justify the value of their use. Additionally, agency lose their ability to have visibility to international standard of manufacturing like ISO14000 and RoHS. As a leader in manufacturing, Canon has a very aggressive stance on Counterfeiting.

Contained in the Minimal Requirements, the Copiers must be from the same manufacturer and operate in a manner similar to each another. This requirement provides a benefit to reduction the amount of training for the end users and the confidence of the value of the brand. Canon is proud of its world class research, development and manufacturing. Within the requirements, Canon is one of the few manufacturers to not use outsourced manufacturing. This means that there is complete uniformity in design and supply chain consistency.

- The County is requesting that all leasing and service costs, including replenishment costs, being netted out to a cost per copy (B&W, color) for the County page count in aggregate.

Provided in the Pricing Section

- Provide a complete solution that includes all hardware, software, implementation services, customer support, maintenance, documentation, reporting abilities, training, de-installation.

Canon Solutions America will meet these requirements

- Final hard drive erase, hard drive destruction and removal of equipment at the end of the lease period or end of life within 10 days or agreed upon by agency and contractor;

Customer is solely responsible for: (i) Customer compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data.

For the proposed Canon multifunctional devices the County of DuPage should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data.

For additional security, if the county has higher security requirements, County may purchase from Canon Solutions America at an appropriate option for the Equipment, which may include an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature).

If the County should want to properly destroy the hard drive a replacement hard drive will be added to the price of the equipment.

- Establish a channel partnership to offer this Master Agreement as the supplier's primary offer to Participating Public Agencies nationally;

Canon Solutions America is a proven channel partner with the awarded cooperative agreements for the last 10 years two agreements marketed through National IPA with the County of DuPage as the lead agency. As of March 1, 2018, Canon Solutions America has an agreement with Region 4 ESC for Managed Print Services. Our expertise and dedication have helped thousands of public agencies streamline the procurement process using cooperative programs to save time and money for their beneficiaries. Over the past 10 years Canon Solutions America has had a great partnership with National IPA, including sharing of best practice, providing support for agencies summits and alignment on the value of best value with in cooperative solicitations.

- Achieve cost savings for suppliers and Participating Public Agencies through a single Master Agreement, eliminating the need for duplication of process;

We acknowledge the benefits for both Canon Solutions America and the Participating Public Agencies of the a single Master Agreement,

- Aggregate volume of agencies nationally to achieve best value and increase market share for awarded supplier(s).

With the addition of the national scope, the County of DuPage has been given addition cost reductions and the Participating Agencies receive the value at the same aggregated pricing.

- The County expects the awarded supplier to provide similar pricing to contracts they may have for similar products and services with similar terms and conditions. In the RFP response, describe the company's pricing commitment to the County of DuPage and the national program. Describe how the proposed pricing compares to current contracts you have with other governmental cooperatives.

Presently, Canon Solutions America does not have a pricing agreement that is for similar products and services with similar terms and conditions.

Minimum Qualifications

Offerors will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:

- Have a national presence in the industry with the ability to provide product and services in all 50 states.

Canon Solutions America has a national presence and can deliver products and services directly or through Canon U.S.A. Authorized Dealers.

- If the responding company is not a direct manufacturer, its proposal must detail how the non-direct manufacturer will provide all of the same capabilities, services, pricing and benefits of a direct manufacturer for the products and services offered in accordance with the requirements of the RFP.

Non-applicable

- Have a distribution model capable of delivering equipment, supplies, software (minimum Window 7 environment or higher) and services nationwide.

Canon Solutions America has a national presence and can deliver products and services directly or through Canon U.S.A. Authorized Dealers.

- Be able to meet the minimum requirement of the cooperative purchasing program detailed herein. Canon Solutions America has exceeded the minimum requirement of the cooperative purchasing program over the past ten years through our past agreements with National IPA.
- Be able to provide a full range of new product equipment, supplies, software and services to meet the demands of the County and all Public Agencies that opt to participate in the cooperative purchasing program through National IPA.

Canon Solutions America is strategically positioned to support the County of DuPage, IL, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program.

Scope of Work

The successful offeror shall be required to:

a. furnish all tools, equipment, supplies, supervision, transportation, and other accessories (including surge suppressors), services, and facilities necessary to complete the work;
b. furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work;
c. provide and perform all necessary labor;
d. provide all equipment operation training as specified, and
e. perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement in the most timely, effective, efficient, and economical method possible while maintaining a high level of customer service and satisfaction.

Canon Solutions America acknowledges and agrees.

Purpose

The County intends to replace the current copier equipment with new copier equipment. It is the County's intent to standardize its copier equipment fleet with one manufacturer including all equipment obtained by one offeror. The County reserves the right to award to multiple suppliers under the national program.

The above-mentioned quantities are estimates only for the County of DuPage. The County's current copier inventory with the categories and specifications are outlined in Attachment B "DuPage County Copier Listing". Final quantities and exact placements will be determined after an offeror is awarded.

The County may request pricing from the awarded Contractor that would include equipment and service for all networked print devices, such as laser printers, at the time of the original contract or annually through the term of the contract. Annually, the County may review with the awarded Contractor opportunities to optimize equipment and possibly move or swap equipment to load balance equipment usage.

Canon Solutions America acknowledges and agrees.

Equipment

All equipment proposed, purchased, or leased, must be new and currently in production. New equipment has not been leased or used as a test/trial unit. New equipment is defined as newly assembled equipment that is factory produced and has been assembled for the first time which contains new components that have been fully inspected, tested and fully meets product performance and reliability specifications. Equipment must be newly serialized, and the County must be the first user of the product and must have new equipment set of warranties.

Canon Solutions America agrees that the new equipment is defined as newly assembled equipment that is factory produced and has been assembled for the first time which contains new components that have been fully inspected, tested and fully meets product performance and reliability specifications. Equipment must be newly serialized, and the County must be the first user of the product and must have new equipment set of warranties.

The offeror may provide remanufactured or reconditioned equipment only at the request of the County. If the product is purchased it must be eligible for a minimum ninety-day warranty. If the copier is leased and then it is discovered it is not needed, the copier can be returned within 30 days without charge for pickup or initial installation.

Canon Solutions America acknowledges and agrees.

It is understood that DuPage County will benefit from any equipment revisions, software updates, new drivers, additions, technical improvements, or necessary modifications in the units offered during the term of this contract at no additional cost.

When provided by the manufacturer or software developer at no additional cost Canon Solutions America will provide to the County of DuPage and All Participating Agencies.

Respondent shall warrant that all equipment, materials, and workmanship furnished, whether by Vendor or its authorized dealers, complies with product specifications, drawings, and other descriptions, supplied, or adopted, and will fit into existing space and suitable for the intended purpose.

Excluding any warranties of merchantability or fit for purpose.

Each multi-functional copier shall have the manufacturer's serial number permanently and legibly stamped or affixed on a major component in a readily accessible location. In addition, each multi-functional copier shall be permanently and legibly marked in a conspicuous location with the manufacturer's name or trademark and model number of copier. Should it be requested, vendor shall coordinate with IT labeling of copiers with DuPage reference numbers.

Canon Solutions America acknowledges and agrees.

As part of your response, include printer pricing and services. Currently, the County does not have a need for stand- alone network printers; however, there may be a need in the future.

Canon Solutions America has provided information and pricing for Canon standalone printers and Canon OEM supplies as part of this offer.

Minimum Specifications

- Majority of copiers be of similar design and accept interchangeable sub-components (i.e. Finishers,
- Stackers Paper Supply Modules, etc.)
- Remote management portal
- Scan to network and email
- Ability on apply Bates stamps to copier (view Attachment B) for current models with Bates stamps
- Offer a variety of pages per minute speeds
- Provide front-end scanning solutions
- Provide fax capabilities including:
  - fax to distribution lists
  - email fax confirmation to user
  - fax to computer
  - forward received fax to email
- Fixed platens

- Ability to use recycled paper.
- Copiers shall be equipped to handle 8-1/2 X 5-1/2" through 8-1/2 X 14". Detail models that can provide throughput with 11 X 17" (monochrome) and 12 X 18 (color) capabilities
- Reduction and enlargement features allowing for reduction and enlargement of original documents
- All copiers shall have manual and selectable automatic exposure settings, zoom, and reduce options with a minimum of 64% reduction and a minimum of 200% enlargement
- Automated document feeder
- Bypass tray for purpose of printing on specialized stock
- Image shift capabilities
- Optional PIN code for secure access for users.
- Copiers must be from the same manufacturer and operate in a manner similar to each another.
- Console models or desktop models to be equipped with cabinets
- Copiers shall have a total copy count meter, which is clearly visible to DuPage County personnel.
- Common paper sizes (5 ½ x 8 1/2, 8 ½ x 11, 8 ½ x 14 and 11 x 17) shall count and bill as a single copy.

Canon Solutions America acknowledges and agrees.

Additionally, the County of DuPage and the Participating Agencies will benefit for Canon's advance technology. As a leader in digital imaging solutions, we celebrate the receipt of multiple industry accolades awarded to the Company by Keypoint Intelligence – Buyers Lab. Most notably, Canon is the recipient of the 2018 Copier MFP Line of the Year for the third consecutive year.

"The models in Canon's copier MFP line are running three years strong as trailblazers in their respective segments. Each of the 14 current models BLI tested1 tout easily replaceable components, extraordinarily comprehensive usability, and an astonishing overall misfeed rate of just 1 every 426,000 impressions2, making them some of the most productive and reliable machines to pass through our labs to date," says George Mikolay, associate director of copiers/production for Keypoint Intelligence – Buyers Lab. "The surplus of workflow-expediting, cost-cutting solutions that each device supports are icing on the cake, and the machines can produce high-quality printed and copied output that businesses of all types will be ecstatic about."

Canon additionally received recognition for BLI Winter 2017 "Pick" awards for the following solutions:

- imageFORMULA DR-M260: Outstanding Workgroup Scanner

- Color imageCLASS MF630 Series (MF632Cdw/MF634Cdw): Outstanding Personal Color Multifunction Printer
- Color imageCLASS MF730 Series (MF731Cdw/MF733Cdw/MF735Cdw): Outstanding Color Multifunction Printer for Small Workgroups

"Canon is honored to once again receive recognition for its Copier MFP line," says Toyotsugu Kuwamura, executive vice president and general manager, Business Imaging Solutions Group, Canon U.S.A., Inc. "It is with great pride that we continue to develop solutions that embody next-generation technological capabilities to help our clients more seamlessly conduct business and streamline workflow operations."
Once a year, BLI honors Line of the Year awards to those vendors whose product lines it determines to be the best overall in their category based on the collective test results of all models tested in BLI's comprehensive two-month laboratory evaluation. Selections for Pick awards are made by BLI's staff of technicians and editors subject a number of devices from every major original equipment manufacturer to BLI's comprehensive lab tests in the last six months.

Advance support and security
All models in the third generation imageRUNNER ADVANCE family utilize a common source code for firmware development. This Unified Firmware Platform allows for version upgrades, including additional functionality, to existing models in the same generation. Unified Firmware Platform allows for an increased value proposition of the device over time with continuous feature improvements, as well as consistency across models in the same generation.



Special Needs

Please identify your firm's ability to provide one multi-function production level laser printer similar or equivalent to Canon iR105 (now discontinued), 105 pages/minute; 8.5x11 that can address the following specification:

- Printer/scanner/copier
- Black & White
- Maximum finished size is A3 (11x17)
- Print speed (similar to iR105, 105 pages/minute; 8.5x11)
- Quick warm-up time
- Paper feed (2,100 sheets)

- Paper output (500 sheets)
- Paper weight (20# & 24# Text, 90# & 110# Index, 80# Cover, Laser Labels, and Carbonless)
- OS support; Windows, Adobe
- Languages (for legacy system output)
  PCL 5e or even better PCL5c neither PCL XL, nor PCL 6 Enhanced are acceptable
  PJL (printer job language)
  Postscript 3

NOTE: These requirements will cover our use of Host Integration Server, JES Queue for Printers, and Network Print Facility and Intra/Internet - web status and configure would be useful.

Canon Solutions America will be recommending the Canon imageRUNNER ADVANCE 8505 II Series configured in a similar manner.

Equipment Categories/Proposed Equipment

The County has established categories to cover its requirements. An Excel work-book with County of DuPage requirements as well as national program requirements is contained in Attachment D Price Worksheet. The categories shown relate to the equipment currently being provided. These categories have been established in a manner that allows overlap between the categories and thereby, provides some flexibility to the County in the final determination of copier selection.

Offerors will review the Attachment B and C for the current copier options.

Canon Solutions America acknowledges and agrees.

Discontinued Equipment

It will be the responsibility of the Vendor to notify the County when a copier is discontinued by the manufacturer and becomes unavailable. The Chief Procurement Officer must approve the replacement model being offered by the Vendor. Such approval is contingent upon compliance with the following conditions:

- The replacement request must be in writing to the Chief Procurement Officer.
- The replacement copier is of equal or greater technology and offers the same or more features than the discontinued model
- The replacement copier has the same cost-per-copy price as the discontinued model.

Canon Solutions America acknowledges and agrees.

Consolidation of Models

The Offeror may elect to consolidate copier models at any level for its own convenience or volume discounts, etc.

For example; if a copier geared to Segment 2 requires different supplies than a Segment 3 copier the offeror may choose to provide one model for both categories provided the copier meets all of the requirements of the higher category model

Canon Solutions America acknowledges and agrees.

Published Specifications

Proposer must submit their published specifications for the proposed equipment and must also identify where specifications can be found (Buyers Laboratory Inc. (BLI) web site or supplier website). Items that are unable to be verified may disqualify the Respondent's submission for the unverifiable segment

Product Requirement	**Canon** (a)					
Single Function Printers (SFP)	**X**					
Multifunctional Devices (MFD)	**X**					
Facsimiles	**X**					
Scanners	**X**					
Wide format	**X**					
Production	**X**					
High Production	**X**					

(a) Canon or Oce are noted as the Original Manufacture for all products in the category
Source Buyers Laboratory
4/24/2018

Canon Solutions America acknowledges and agrees.

Replacement Equipment

The Vendor shall provide replacement copiers at no additional cost to the County if any copier must be removed from its installation location for repairs. The Vendor shall permanently replace any copy copier, which is mutually deemed ineffective or faulty.

Notwithstanding any provision of this Contract and specifically for units not placed at the County, Canon Solutions America warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, Canon Solutions America will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use. Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by this Contract, Canon Solutions America will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions:

1. The equipment is continuously and exclusively serviced by Canon Solutions America from and including the date of original installation;
2. Customer fulfills all terms of this Contract;
3. Before requesting a replacement unit, Customer gives Canon Solutions America the opportunity to cure any service problems which Customer may have with the equipment. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Canon Solutions America will supply a loaner unit until the machine is restored to good working order.

Parts, Staples, Toner, Distribution, and Supplies

Maintenance and service shall consist of all parts (including drums, rollers, circuit boards, etc.) necessary to service and repair copiers. Vendor to provide all supplies necessary to operate the copiers (including but not limited to toner, developer, fuser oil, staples, etc.) with the exception of paper. Supplies proposed as part of the maintenance plan must be Original Equipment Manufacturer (OEM) supplies.
Supply expectations:

- Toner, staples, parts, and supplies must be OEM, no off brand accepted
- Offeror retains ownership of consumables inventory
- Downtime due to lack of consumables is not acceptable
- County does not desire to have excess inventory at any location
- Proactive devise monitoring and “just in time” delivery of consumable supplies
- Vendor responsible for disposal and recycling of all service parts
- Email alerts to selected end-users when toner supply is low

- Vendor provided supplies shall be delivered in sufficient quantities to operate all equipment for a minimum of thirty (30) days. The Vendor shall stock parts on County premises to assure 98% equipment "up-time". The County may assess cash penalties against the Vendor for failure to meet promised "up-time" commitments.
- At a minimum, vendor shall provide a toll-free number where toners and related supplies can be ordered. When the product is shipped, the packing slip will list the name of the person placing the supply order. If possible, the serial number of the copier for which the supply is for will also be listed.
- The County shall provide a secure location for supply storage on County premises.

Canon Solutions America will commit to a fleet average uptime of 95% over the 4 fixed quarterly intervals per year, for devices within Canon Solutions America's Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater).

The County of DuPage and nationally to Participating Public Agencies. Supplies proposed as part of the maintenance plan must be Original Equipment Manufacturer (OEM) supplies. Canon Solutions America is in full agreement with the counties requirement. Non-OEM product, parts and supplies have a profound effect on the long term productivity and creates additional expense to remediate failures. With a high amount of counterfeiting in Non OEM products, parts and supplies, it leads public entities to have to justify the value of their use. Additionally, agency lose their ability to have visibility to international standard of manufacturing like ISO14000 and RoHS. As a leader in manufacturing, Canon has a very aggressive stance on Counterfeiting.

Copier Relocation

During the course of this contract, it may be necessary for various reasons to relocate installed copiers. After initial installation, any copier may be relocated two (2) times per contract period at no additional charge. Copier relocation will be done by the Vendor unless the Vendor determines the relocation would not require trained personnel.

After initial installation, Canon Solutions America agrees to allow any MFD copier between 20 ppm and 105 ppm to be relocated two (2) times per contract period at no additional charge and with an aggregate fleet relocation total not to exceed the number of units installed per member under this contract.

Copier Right Sizing

The County may request pricing from the awarded Contractor that would include equipment and service for all networked print devices, such as laser printers, at the time of the original contract or

annually through the term of the contract. Annually, the County may review with the awarded Contractor opportunities to optimize equipment and possibly move or swap equipment to load balance equipment usage. The copier needs of the County may change over the 4-year lease period. The County would like to have flexibility to return up to 5% of the fleet during the lease period without incurring return charges or lease buyouts.

Canon Solutions America will allow the County to Upgrade or Downgrade 5% of the cumulative installed population of machines over the term of the contract. This provision excludes imageRUNNER machines with rated speeds of 110 pages per minute or greater, or imagePRESS products.

Support

The successful offeror will be required to name a Support Manager. The Support Manager will be the person who will be empowered to be the general contact and make decisions to ensure that the contract implementation and day-to-day operation is as stated herein. This person will serve as the point of contact for the vendor and conduct the following activities:

A. Meet with the County point of contact on a quarterly basis to review reports and copier placements.
B. Keep the point of contact abreast of current events in the industry.
C. Accept and follow through with all Change Orders and related paperwork.
D. Review and coordinate the resolution of invoice disputes

Canon Solutions America acknowledges and agrees.

Uptime and Penalty

In a work stoppage situation wither the unit must be prepared within two working days or penalty of 1/30th of the monthly lease base will be assessed for each day it is inoperable or a loaner not provided.

Canon Solutions America's experience has shown that the benchmark for a loaner to be issued has been 16 consecutive business hours. The reason for this time frame is that in the majority of cases we have been able to remedy the problem with the inoperable machine. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Canon Solutions America will deliver a loaner unit, upon customer's written request, until the item is restored to good working order. The loaner remedy excludes machines with rated speeds of 110 pages per minute or greater, imagePRESS, Wide Format and CLC color machines.

Networking Support

Offeror's shall provide software support staff that shall coordinate with authorized user personnel in charge of the computer network to ensure proper integration of products within the customer's office environment as well as answer questions and concerns of the equipment installed.
Respondents are to provide a telephone number for IT related service support for a minimum of 90 days after installation. Network installation support and after installation network support is part of this contract. Equipment shall comply with all County network security requirements and shall provide network security kits as an available option or standard component.

Canon Solutions America acknowledges and agrees.

Driver Support

Offerors shall outline in their response the types of drivers that will support the copiers, the number of different drivers recommended for use in the DuPage copier fleet, the anticipated frequency of driver updates, how drivers will be added and/or deleted and overall driver support provided to DuPage IT.

Canon Solutions America acknowledges and agrees.
Within the assessment process Canon Solutions America will provide the County of DuPage and all participating agencies recommendations on streamline the amount of drivers and the frequency of updates. With the offer portfolio are applications that can provide significate reduction in IT resources for managing an active fleet of Canon multifunctional and single function printers.

Dedicated On-Site Service Technician

The successful Offeror shall provide the County a dedicated, on site, full-time (Monday through Friday, 8:00 a.m. to 4:30 p.m.) service technician or technicians as may be required at peak activity periods, trained, and qualified by the equipment manufacturer on the equipment installed.

The County shall provide the service technician internet and County e-mail access, in addition to adequate work and storage space. Response times for copiers located on the County complex are expected to be within two business hours of request. If it appears that response cannot be met within two business hours, additional technicians should be sent to the County. Due to security factors, secured locations and other factors the County reserves the right to request that the vendor not "rotate" several service technicians in and out of the County should the onsite technician become unavailable. If the dedicated technician is not busy with County service requests, the awarded Vendor may schedule additional calls for the technician in the immediate area of the County complex. Once

a County service request is made, the technician must then respond within the previously defined timeframe. If the County service request is made after hours, the service technician would need to respond to the County at 8:00 A.M. the next morning. At County's discretion, the service technician may be requested to take manual meter reads.

Included in Addendum #5 is the County of DuPage' removal of this requirement. Canon Solutions America during the assessment of the County of DuPage or other participating agencies with multifunctional device fleets in excess of 200 units will review the requirement for a Dedicated On-Site Technician and make recommendation specifically tailored to the agency.

Security

Overwrite/Encryption: All proposed equipment containing a hard drive must have as available options, HDD Overwrite and/or HDD Encryption capabilities. Data overwrite standards must meet US Department of Defense (DoD) standards for data overwrite.

Controls shall identify the ability to comply with all applicable policies, to ensure the protection of data, such as but not limited to:

1. Ability to password protect the device with a complex password
2. Connection filtering with access restrictions
3. Ability to have separate connections for fax and network communication
4. Confidential print jobs, including incoming fax holding with authentication
5. Security logs
6. Hard disk encryption
7. Electronic shredding and or hard disk sanitation - manual, automatic or scheduled
8. Encrypt remote administration traffic
9. Ability to apply port access controls
10. Ability to disable USB ports

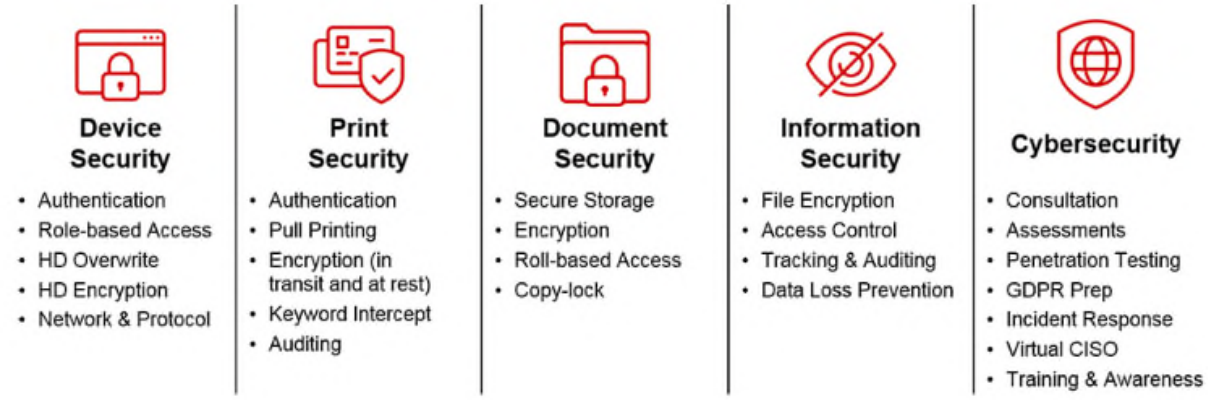
Optional:

1. Ability to scan badges for printing and tracking

Multi- Function Devices that processes or stores data shall have the ability to comply with internal policies such as those related to computer operating systems, configuration management and patch management. For example, if a device has an underlying MS Windows™ based operating system, the device must comply with Windows™ policies

Goals and Objective of End-Point Security

Data in transit or at rest may contain information about the organization that should be kept confidential. The goal of confidentiality is to prevent the unauthorized disclosure of information accidently or intentionally. In addition to keeping data confidential, it must be kept accurate; integrity assures that data is not altered, either accidentally or with malicious intent. Confidentiality and integrity must be achieved while still making data accessible to legitimate users. Controls should be in place to prevent attackers from denying legitimate users access to data and resources.



Product

Architecture and Operating System

A corporate network will never be secure if the individual systems on the network are not protected against attack before they are deployed, and more importantly, maintained at that same level of security throughout their lifecycles.

Print controllers should have a system architecture that by designed is not open sourced or designed for common use.

Hard Drive Data Protection

The imageRUNNER device has the ability to process image data for printing, scanning, faxing, and copying, which creates efficiency in your workflows. It is important to understand how data stored on the imageRUNNER device is securely protected.

Most multifunction products store image data on internal hard disk drives, similar to those found on a personal computer. That data may include scanned images, incoming faxes, spooled print jobs stored temporarily, or files saved in local Mail Boxes for long-term archival and future print-on-demand needs. In addition, similar to that on a PC, the file data remains accessible until that disk sector is overwritten. To safeguard against these common vulnerabilities of hard drive-based storage, Canon has integrated standard security features with its hard disk drive storage capability, thereby significantly reducing the potential threat of data misuse. The ability for thieves to recover usable information from an imageRUNNER device hard drive is made extremely difficult based upon Canon's standard

security features, and it is even more challenging when Canon's optional Security Kit is installed and configured properly.

All data, both temporary and permanent, sent to an imageRUNNER device is written in random, non-contiguous locations on the hard disk drive. Data stored on the hard disk drive of imageRUNNER devices is compressed using proprietary formats integral to the operating system, and may only be decoded on the device for increased security.

The hard disk drive data directory information for imageRUNNER devices is stored on a separate system board, making file reconstruction infeasible in the event of hard disk drive removal.

imageRUNNER HDD Security Options
Canon offers optional HDD Security features to further enhance the protection of hard disk drive content. The center of Canon's data protection initiative are Canon Security Kit software and hardware offerings that contain utilities to either encrypt all user data prior to storage on the hard disk and/or initiate the overwriting of the hard disk to completely erase previously stored data. When activated, the Security Kit delivers peace of mind for those in charge of managing sensitive information and serves to meet internal company policies of data protection.

Common Criteria Certification
The innovative security chip at the heart of Canon's optional HDD Data Encryption Kit and the Security Kit B Series for imageRUNNER devices have received a Common Criteria Certification of Evaluation Assurance Level 3 (EAL3).

A product awarded Common Criteria Certification (CCC) means it has passed a rigorous government-sponsored inspection process for the safety and security of data entered, stored, displayed, or transmitted by networked devices. Also known as ISO 15408, Common Criteria
Certification is a requirement for all hardware and software devices used by government agencies handling national security data. Although not mandatory in the private sector, systems that achieve CCC standards engender a higher level of confidence among IT professionals.

Hard Disk Drive Data Encryption Feature
(256-Bit AES Encryption)
Encryption on the hard drive is achieved by using a multistep process to mitigate any risk of unauthorized disclosure. First, the imageRUNNER device uses\ mathematical algorithms to scramble bits of data. The data is then encrypted using 256-Bit AES encryption, making the intelligible reconstruction of files infeasible in the event the disk is removed. A secret key is created in the imageRUNNER device, which is stored in a separate system board. This secret key is used to encrypt all image data before writing to the HDD, providing protection for both temporary and permanent

data such as documents stored in Mail Boxes. Finally, the data is stored in noncontiguous locations on the imageRUNNER device's hard drive.

Hard Disk Drive Data Erase Feature

On most systems that contain a hard drive, once a file is deleted or removed from Hard Disk memory, it is still accessible until it is overwritten. An attacker with the right tools may be able to reconstruct files that have been deleted or have passed through a temporary storage area on the system. For an MFP device, the risk is the same.

Each document that is copied, scanned, printed, or faxed creates some amount of data in temporary storage. With Canon's Hard Disk Drive Erase feature, the data created for each copy, print, scan, and fax job is overwritten and erased immediately after the job is completed; therefore, no trace of the information remains on the hard disk.

Choose one of three erasure methods depending on the sensitivity of your documents and applications: overwrite once with null data, overwrite once with random data, and overwrite with random data three times for maximum security protection.

Overwriting prevents information from being retrieved by data, disk, or file recovery utilities. Overwriting is resistant to keystroke recovery attempts executed from standard input devices and from data hacker tools. The overwriting process includes not only the logical storage location of a file, but also includes all addressable locations.

The security goal of overwriting is to replace written data with random data

Canon Fax Boards Have Firewall Protection

Since the advent of MFPs, there has been a misconception about the possibility of network penetration via the public switched telephone network (PSTN) used for voice and fax transmission. Canon imageRUNNER devices may be equipped with a G3 fax board. To help prevent network penetration via the public switched telephone network, the imageCHIP system architecture's firewall physically and logically separates the fax modem from network functions residing on the main controller board. The G3 fax board implementation connected to the public switched telephone network responds only to CCITT.T30 commands and does not support network communication protocols, preventing hackers from initiating a malicious network attack via the fax port on a Canon imageRUNNER device. Only G3 Fax protocol data can be exchanged; otherwise, the circuit is disconnected with a fax error code.

The imageRUNNER device's Fax Board does not come with a binary transfer function and, therefore, it is not possible to receive data files other than fax image files. In the very unlikely event that the fax

board did receive a data file that "pretended" to be a fax image data file, the call would be disconnected and result in a fax error code.

Fax Destination Confirmation

To help prevent faxed documents from being inadvertently sent to the wrong destination, imageRUNNER devices offer a Confirm Entered Fax Number feature for additional protection. When enabled on the device by an administrator, users will be prompted to re-enter the recipient's fax number prior to sending in order to confirm that it matches the original one specified. If the fax numbers do not match, the user will be prompted to enter the original number again and re-confirm.

Fax Forwarding

This function allows select imageRUNNER devices equipped with a fax board to forward inbound fax transmissions to specific recipients or destinations. This is done by setting predetermined conditions or storing faxes in a secure Memory Reception Inbox for later printing rather than permitting incoming messages to pile up in an open output tray.

Memory Lock

Documents received by select imageRUNNER devices equipped with a fax board may store incoming fax documents into a memory reception box until the recipient is available to print and accept them. This user-selectable feature allows a department or company to maintain document hardcopy security over their received documents until they are ready to physically retrieve them.
This is good for high-traffic areas where users cannot immediately pickup incoming faxes.

Access

User Authentication

Every user should establish his or her identity before accessing any resource. Authentication is the method used to verify that the user is who he or she claims to be. The most common authentication mechanisms include passwords, smartcards, and two-factor authentication, such as a combination of a password and card access.

Access Control

Every user's identity is associated with a role and privileges. These decide what the user can access and what actions the user can perform on a given resource. Access controls help protect resources from unauthorized access, modification, and deletion. Role-based access controls (RBAC) are the most common implementation of access controls.

Encryption

The confidentiality and integrity of data must be protected while it is in storage and during network transmission.
Protection of data during transmission is commonly achieved through the use of encryption, including Secure Socket Layer (SSL), IPSEC, and algorithms such as TDEA (3DES), AES and RSA.

Logging/Auditing
Audit trails help system owners and auditors confirm that the implemented security mechanisms, such as authentication and access controls, network systems, and application logs are implemented to serve this purpose.

Access Management System
Canon offers two robust tools to limit access to each of the functions and features on imageRUNNER devices at the user and group-level, such as Copy, Send, Fax, Print, Mail Box and Scan. Within each device function, access to individual features or tabs can also be further restricted as a part of the Access Management System. When Single Sign-On has been enabled on a device, users will need to be successfully authenticated at the local device or domain-level before they are permitted access to the functions and features that their role allows.

Access to the following functions and features can be restricted:

- Print*
- Copy
- Send (including the Fax function)
- Mail Box (including Job Hold function)
- Web Utilities
- Utilities
- MEAP Applications

Administrators can use the entry-level Access Management System option to define and assign roles on individual imageRUNNER devices. At the enterprise-level*, the imageWARE Access Management System Plug-in for Canon's imageWARE Enterprise Management Console device management software provides centralized administration of multiple imageRUNNER devices.

Password Protection for Mail Boxes
Most imageRUNNER devices offer hard disk drives with a portion of capacity reserved for digital document storage in Mail Boxes. With the ability to store thousands of pages and files for archival, print-on-demand, or collaborative projects, Canon imageRUNNER devices serve as local document libraries as well as output devices. Documents created throughout the day can then be printed and collected in a single trip to the device to maintain privacy and efficiency. Documents intended for specific recipients remain under control with password protection.
Administrators retain control of storage limitations to guard against access to files stored in unlocked Mail Boxes.

Documents are stored on the internal hard disk drive until deleted, though administrators can also limit storage time of documents stored in Mail Boxes.

Network

Network Access Control

In addition to authentication and user-based access controls, the imageRUNNER device also provides a number of features that deliver protection against network threats. Standard within imageRUNNER devices, administrators can block specific systems and IP/MAC addresses from connecting to the device, as well as access to service ports, applications and connectivity options.

IP Address Filter

The IP Address Filter on the imageRUNNER device performs a function common to many firewalls. Authorized IT personnel can permit or reject incoming packets from specific IP addresses or range of IP addresses. This allows you to restrict access to the imageRUNNER device for specific users or groups of users based on where they are on the network. Additionally, the imageRUNNER device also allows administrators to apply IP address filters for outbound connections as well. For example, for certain functions such as Remote Copy and Universal Send, administrators can block or restrict end-users from sending files to specific IP addresses. This can help minimize the risk of data falling into the wrong hands by being sent out of the company or to untrusted systems

Media Access Control (MAC)

Address Filter

MAC address filtering is useful for smaller networks where administrators can manage controls for specific systems, regardless of the subnet to which they happen to be connected. For environments using Dynamic Host Configuration Protocol (DHCP) for IP address assignments, MAC address filtering can avoid issues that are caused when DHCP leases expire and a new IP address is issued to a system. As with IP address filters, MAC address filters can be used to allow or deny access to specific addresses. Up to 100 MAC addresses can be registered and easily added, edited, or deleted through the Remote UI interface. MAC address filters take a higher priority than the IP address filters; so necessary systems can be allowed or denied; even if the system's IP address would dictate otherwise.

Application/Port Access Control

Canon understands that organizations have varied needs and security standards for remote user access and remote administration, and that every open port and enabled service provides another potential path of attack on the system. The imageRUNNER device has been set up to support only the necessary protocols used for transferring data, which are restricted using a network application. Unauthorized access from the outside is blocked through IP-address-based connection and PC-specific MAC address restrictions. Network protocols, such as IPP, FTP, SNTP, SNMP, RAW, LPD,

and others, can also be switched on or off at the administrator's discretion. Disabling unneeded services, protocols, and ports assists in securing the network by reducing potential intrusion points.

USB Block

USB Block allows the System Administrator to help protect the imageRUNNER device against unauthorized access. This function may be set to permit or prevent the use of USB Device/Host Interface. System Administrators can use this function when connecting the device to a computer via a USB cable or when connecting a USB device to the imageRUNNER system. When the "Use USB Device" and "Use USB Host" modes are set to "off," USB connections between the imageRUNNER device and a computer as well as the imageRUNNER device and a USB device are prohibited, helping to prevent unauthorized access.

Secure Socket Layer (SSL) Encryption

Many organizations are quite diligent about protecting data as it is transferred between PCs and servers or from one PC to another. However, when it comes to transmitting that same data to and from the MFP device, it is almost always sent in clear text. As a result, it may be possible to capture all the data as it is sent to the printer via the network. Canon helps mitigate this dilemma by providing Secure Socket Layer (SSL) encryption support for some transmissions to and from the imageRUNNER device, such as scan-to-email, Internet-fax (i-fax), Remote UI, Web Access and DIDF.As a communications hub, imageRUNNER devices are capable of connecting your business with high-speed information distribution capabilities through Canon's Universal Send technology. By leveraging the power of your existing data network infrastructure, you can scan and send TIFF, PDF, and JPEG files to any network destination–email addresses, network servers, file folders, and Internet fax numbers. Even though scanned data is just passing through your MFP, data streams can be intercepted as they travel to their intended destinations. Canon imageRUNNER devices utilize SSL technology to encrypt the content of emails and i-faxes when sending to authorized destinations. SSL for scan and send provides transport layer security to ensure documents scanned on an imageRUNNER device are safely transmitted to the recipient.

Device Information Delivery Function (DIDF)

Device Information Delivery Function (DIDF) allows the administrator to easily manage and maintain imageRUNNER devices over a network and ensures that these devices are configured in accordance with the company's security policy. The administrator sets an imageRUNNER device as a reference machine and the management data can be distributed and registered automatically to up to 100 other specified imageRUNNER devices on the network. Data that can be managed includes the Address Book, Forwarding Settings, Favorites Keys, Department ID, and settings entered in [Additional Functions].

Document Security
Canon imageRUNNER devices are equipped with a host of features and functions to help minimize accidental disclosure of data to casual observers. From basic facedown output to secure printing, Canon protects your information with the following security technologies.

PDF Encryption
In addition to SSL encryption for sending scanned documents, the imageRUNNER device also uses Adobe® standards to allow users to scan and send documents as encrypted PDF files. This is performed directly at an imageRUNNER device equipped with Universal Send, without the need for additional software. PDF Encryption provides an additional layer of security beyond SSL, and helps to ensure that documents are still secured once they reach their destination. By requiring a password to open the document or to print, change, or extract data, PDF Encryption gives businesses increased control over documents, even after they leave your hands. For even greater protection, the password itself can be encrypted to further restrict unauthorized users from viewing documents. Users may select either 40-bit or 128-bit encryption.

Encrypted Secured Print/Secured Print
Encrypted Secured Print and Secured Print are essentially delayed, authenticated print features that hold a print job in queue on the imageRUNNER until the user enters a specified password authenticated at the device to release the job. This ensures that the user is in close proximity when the document is printed. The imageRUNNER device requires the user to set a password in the print driver window when sending a print job from a connected PC. With Encrypted Secured Print, the data transmitted across the network is encrypted and automatically deleted once printing has been completed.

Watermark/Secure Watermark
Watermarks allow users to embed owner information in documents, which can be retrieved in either its printed or digital form. Secure Watermarks allow users to embed hidden text that becomes visible when the document is copied, deterring the making of unauthorized copies. Watermarks and Secure Watermarks work by inconspicuously embedding coded information in the document, much like the ones used in bank notes.

Address Book Protection
A number of security measures have been implemented within imageRUNNER devices to help protect the information stored in the Address Book and provide control over the destination types that can be used.

Address Book Password Administrators can enable the password-protection feature on the imageRUNNER device to control access to the data stored in the Address Book. Once enabled, users

must enter the correct password on the device to add, change or delete entries. This helps ensure that only authorized recipients receive documents. Address Book Destination Restriction Users can be restricted from adding new addresses by specified destination type such as fax, emails, i-fax and file when sending documents through Color Universal Send. Each restricted destination type will be grayed out and unavailable for selection on the Send interface of the device. When enabled, users may only select addresses registered in the address book.

imageWARE Secure Audit Manager

To help protect confidential data, reduce the impact of information loss and assist in meeting strict government guidelines, Canon's proprietary imageWARE Secure Audit Manager software provides tracking and accountability of documents sent to and from Canon imageRUNNER and imageRUNNER LBP devices. Ideal for government, legal, finance and educational organizations, imageWARE Secure Audit Manager is the first product that provides hardcopy document distribution transparency for all print, scan, fax, copy and send jobs. In an effort to deter information leakage, crucial data such as the user ID, time/date, send/receive and an indexed record of what was sent can easily be searched and retrieved.

imageWARE Secure Audit Manager captures all job log information, along with its image and text data, and stores it in a central repository to create a complete and detailed audit trail. Once captured, information can be retrieved using one of three search features: image search provides the ability to locate documents based upon images contained within the document itself, full text search finds matches from patterns of words, and attribute search enables the identification of matches based on device name, job log ID, IP address and more. To aid in proactive leak detection, administrators can enable Keyword Notifications to send alerts via email when designated phrases are detected in copy, fax, scan, print, and send jobs.

Installation and Implementation

The County desires that the successful Vendor will install the copiers within twenty (20) calendar working days or upon request after award of contract with required training in place during the same period of time. The implementation plan (included in the evaluation criteria) needs to include a detailed methodology on coordinating installation of new equipment while removing the existing equipment with minimal disruption to business continuity.

Canon Solutions America, Inc. has provided an overview in Tab 4 Resources, Approach and Methodology Section 17. We will not be responsible for removal or disposal of the current equipment.

End-User and Key Operator training

The Offeror will provide, at their expense, all training required for the operation of any equipment at any site at any time. All locations have a large number of users; the Offeror may use a "Key Operator" concept and specifically train one or more individuals in depth. If a "Key Operator" or other trained personnel should leave a location, the replacement must also be trained in a timely manner.

Additional onsite training will be available without charge when requested by the County.

Training [multifunctional copiers only]
CSA will provide Key Operator and User training on Canon brand products via eLearning as our standard offer. For Customers that require on-premises Key Operator Training, CSA may an operator training program for the key operators and operations demonstration for users to be scheduled at mutually agreed times shortly after the initial installation and as needed thereafter. Key Operators shall be trained in the removal of simple misfeeds, the addition of supplies and toner, and the cleaning disciplines required of the specific machine. They will also be instructed in the routine necessary to acquire service, phone numbers to call and people to reach. This information shall also be clearly posted on each unit. Training for use of software included with equipment shall be provided shortly after installation, and additional training and support for future enhancements may be required. Product trainers shall be certified by the manufacturer on the equipment and software supplied through the agreement.

Training [All other products]
CSA will provide Key Operator and User training via eLearning or as mutually agreed upon by the Customer and CSA (which may be at an additional charge).

Reporting Requirements

The Offeror shall maintain an inventory record that identifies all equipment delivered, removed, and replaced under this contract. The inventory record will be provided to the County on a yearly basis or as requested. The report shall include: (1) make and model, location, serial number and all options of the installed equipment, (2) record of performed maintenance and repair, (3) monthly volume of copies produced, by copier, (4) total billing for all copier services provided during this period, and (5) average monthly usage by copier for the contract period.

Vendor shall indicate online reporting capabilities assessable under this agreement.

Invoicing

Invoicing will occur on a monthly basis. Invoices will be made available online and be downloadable.

Invoices will contain all or a mix of the following:

- County Identification number
- Purchase Order Number
- Department Reference
- Invoice number
- Invoice date
- Serial #
- Model #
- Invoice Due date
- Lease Time Period (beginning and ending dates) covered by invoice
- Copier location (address, building number, floor number and room number)
- Beginning meter number and ending meter number, total copies made during billing period
- Monthly copy allowance
- Copy overages
- Lease costs
- Remittance address
- Vendor contact information for resolving invoicing issues

Vendor will generate individual department invoices and consolidated statements and will collaborate with the County on a unified electronic billing format Copiers appearing on department invoices will be determined by the DuPage Finance department. Invoices will be made available for downloading or can be pushed to end users via email.

Vendors will be able to receive payment via ACH (Automated Clearing House), Procurement Card (P-Card) and checks.

Vendor will structure invoice allowing it to be downloaded to Info Lawson EFP, allowing invoice amounts to be charge to various departments.

Canon Solutions America, Inc, acknowledges and agrees.

Additionally for Participating Agencies with can generally accomidate most request, generally following the guidelines below:

Equipment Billing
If you elect to utilize the retail option, equipment billing will be provided by Canon U.S.A.'s wholly owned leasing company, Canon Financial Services, Inc. (CFS). CFS generates and mails monthly invoices with 19-days lead-time. Payments are due on the 1st, 10th, or 20th of the month, depending on the date of contract commencement and contract type. We offer invoices based on individual contracts or all contracts together, detailing them on one invoice.

Maintenance Billing
We strive to provide billing statements that are rich in information yet easy to understand. We can accommodate most types of billing requests, including but not limited to: summary or detailed billing, mid-month and non-standard billing dates, and custom formatting. Our invoices are prepared in MS Excel, which can easily be imported into SAP and/or PeopleSoft. We will work with you to ensure that the invoice format is compatible with your accounts payable process. All invoice payments are due within 30 days of receipt. CFS can also accommodate maintenance billing if required.

Customizations
When leasing through CFS you will have online access to extensive information/reporting capabilities. Invoicing information is available via an MS Excel - friendly file creator. This format allows you to manipulate columns online to offer sorted invoicing information: General invoice/address information, itemized charge detail, equipment schedule, and copy/aggregate usage detail. Individual invoice processing is available with the following features:
i Print invoice: allows you to view or print one invoice at a time
i Sort/Print Invoice: allows you to choose a combination of sort options
i Download Invoice: allows you to export file to ASCII or spreadsheet formats
i Electronically Pay Invoice: apply online to make a recurring monthly transfer or a one-time transfer electronically
For general leasing questions, you may also contact the CFS Contract Portfolio Management group at 1.800.220.0330 or canoncustomer@cfs.canon.com. You can reach them between the hours of 8:30 am and 8:30 pm EST.

Additional comments

The County of DuPage Solicitation #18-020-LG (the "Solicitation").

Respondent, Canon Solutions America, Inc. (CSA") Response Overview.

1. Reference to the Agreement in Customer Purchase Orders

"Notwithstanding any provision of this purchase order to the contrary, the use of this purchase order shall be for the Customer's administrative convenience only, and any terms and conditions in this purchase order which conflict with, vary from, or supplement the terms contained in [resulting NIPA Contract] between Canon Solutions America, Inc. and [DuPage County], shall be deemed null and void."

2. Referenced Sections of the Solicitation

General Statement: Canon Solutions America has read, understands and agrees to the sections of the Solicitation in their entirety, except as noted in in our response, including the Exceptions to Request for Proposal Language, , and understands that the sections referenced below will be incorporated into the agreement resulting from this Solicitation:

- Section 1 - Project Information
- Section 2 - Instructions to Offerors

(CSA requires the right of assignment to, or leasing from, Canon Financial Services ("CFS"), a wholly owned subsidiary of CSA's parent, Canon U.S.A., and CSA's affiliate, to handle finance and billing on CSA's behalf)

- Section 3 – General Conditions
- Section 4 – Special Conditions

(CSA requires the right of assignment to, or leasing from, Canon Financial Services ("CFS"), a wholly owned subsidiary of CSA's parent, Canon U.S.A., and CSA's affiliate, to handle finance and billing on CSA's behalf)

- Section 5 – Insurance Requirements

(CSA will endeavor to notify The County of DuPage of any changes within thirty (30) days of receiving such notice from CSA's insurers.

- Section 6 – Scope of Work and Specifications

3. Ancillary Form Agreements

From time to time, the attached agreements are used in conjunction with this agreement for administrative purposes and to provide additional contract terms. Additional agreements for Managed

Print Services and Enterprise Managed Services are specific to the Customer and will be provided and agreed upon prior the engagement.

Please see
Exhibit x. Enterprise Solutions and Services (ESS)
.
Exhibit y. Large Format Solutions (LFS)

Exhibit z. Production Print Solutions (PPS)

4. Summary of Responsive Terms

a. Venue
By submitting this response, for The County of DuPage only, CSA has agreed that the venue for all disputes, arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage, Illinois and that Illinois law will control. For all other Customers purchasing or leasing cooperatively off the agreement, disputes that may result between the Customer and CSA are to be resolved in accord with the law and venue rules of the State of purchase.

b. Fiscal Funding Out Clause
When Municipalities are allowed by their state or local laws to cancel an equipment lease obligation if the Municipality's legislative body or funding authority elects not to appropriate funding for a new fiscal year the leases and services agreements resulting for the agreement may be terminated due to the lack of fiscal funding, provided the Customer can: 1) Provide proof that funding was requested; 2) Provide proof funding was denied; and 3) agrees that no similar lease or services will be provided by another vendor for a period of one (1) year.

c. End of term Options
Except in the case of a lease schedule containing a $1.00 purchase option, each schedule shall automatically renew on a month to month basis at the same payment amount and frequency unless Customer, at least sixty (60) days before the end of the scheduled term or any renewal term, either;
(i) Exercises the purchase option in accordance with the terms hereof, or;
(ii) Sends to CFS written notice that Customer does not want to renew the Schedule and at the end of such term returns the respective Equipment as provided below. CFS may cancel the automatic renewal term by, at least sixty (60) days before the end of any term, sending Customer written notice that CFS does not want the respective Schedule to renew. Unless a Schedule automatically renews or Customer purchases the Equipment as provided in the agreement, Customer shall, at the termination of the respective schedule, return the Equipment in good operating condition as set forth in the Return and Restocking Policy.

d. Return and Restocking Policy

Customer shall at the termination of the respective lease or rental schedule, return the equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. If, for any reason, Customer shall fail to return any equipment subject to a lease or a rental schedule to CFS, as provided in the agreement, by the last day of the applicable term, Customer shall pay to CFS upon demand, one billing period's payment (as specified in the applicable lease schedule), for each billing period, or portion thereof that such delivery is delayed.

If Customer wishes to return supplies, you can call the toll free number located on your Canon equipment to reach a Customer Service Representative who will facilitate the return process. We will pick up over shipped or defective supplies at no cost to Customer. Additionally, when Customer upgrades equipment, we will pick up any leftover toner, at no cost to Customer. We will assess other restocking fees on a case-by-case basis based on factors including, but not limited to, reason, type, and locations. Our supply department pre-approves all billable pickups before we issue a Return Merchandise Authorization (RMA).

e. Delivery Commitment

All lease and purchase charges quoted are inclusive of delivery and installation of all Canon brand equipment. CSA will deliver all equipment hardware within twenty (20) business days from receipt of appropriately signed and executed order document, barring any circumstances outside of our control, such as national backorder. CSA makes every reasonable attempt to meet Customer's requested delivery dates/times. However, because CSA may be subject, from time to time, to manufacturer production or shipping delays (or both), CSA may allocate distribution among all of our customers. Unfortunately, at times, this limits the delivery of requested quantities. Lead times for some products and services, including third-party software solutions and CSA's Managed Print Services offering, are determined by a mutually approved statement of work and formal project plan developed during the discovery phase of the project.

f. Products not offered on the National IPA website (Open Market)

CSA intent is to offer the majority of our Canon and alliance products, software and services within the published pricing list. There will always be items that are not listed on the National IPA website. These items will be known as "open market items." These Open Market items can include but are not be limited to; products, software, services subscription services, trade-ins, etc. Open Market items are subject to best available discounting that would be given to governmental customer following our national cooperative discount process. Managed Print Services and Enterprise Managed Services are considered Open Market and are specific to the agency and will be provided and agreed upon prior the engagement. Equipment included in agreements for Managed Print Services and Enterprise Managed Services will be priced as contained in this agreement.

g. Substitution Models

From time to time CSA will provide replacement or substation models prior to the updating of the pricing pages for the agreement. The County of DuPage or participating agency may refer in its purchase orders or other ordering documentation the new model and the corresponding legacy model price.

h. Replacement of Canon Branded Equipment

CSA warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, CSA will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use.

Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by the agreement, CSA will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions:

(1) The equipment is continuously and exclusively serviced by CSA from and including the date of original installation;

(2) Customer fulfills all terms of the agreement;

(3) Before requesting a replacement unit, Customer gives CSA the opportunity to cure any service problems which Customer may have with the equipment.

In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, CSA will supply a loaner unit until the machine is restored to good working order.

i. Technical On-site Response Time

Response time for fleets with Dedicated On-Site Technicians (including The County of DuPage): CSA will commit to a fleet average response of two (2) hours, over four fixed quarterly intervals per year. Response time shall be calculated from the time the Customer call is placed with CSA's dispatch department, until the time the technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding CSA's recognized holidays. For the individual location which has multiple machines and active service calls, the technician's arrival shall stop the response time calculation for all open service calls at that location. This program does not include single function devices (printers, facsimile and scanners), imagePRESS, production, and wide format models.

j. Response Time for Participating Public Agencies

CSA will commit to a fleet average response of four (4) hours, over four fixed quarterly intervals per year. Response time shall be calculated from the time the customer call is placed with CSA's Dispatch department, until the time the Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding CSA's recognized holidays. For the individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.

This program does not include single function devices (printers, facsimile and scanners), imagePRESS, production, and wide format models.

k. Training [multifunctional copiers only]
CSA will provide Key Operator and User training on Canon brand products via eLearning as our standard offer. For Customers that require on-premises Key Operator Training, CSA may an operator training program for the key operators and operations demonstration for users to be scheduled at mutually agreed times shortly after the initial installation and as needed thereafter. Key Operators shall be trained in the removal of simple misfeeds, the addition of supplies and toner, and the cleaning disciplines required of the specific machine. They will also be instructed in the routine necessary to acquire service, phone numbers to call and people to reach. This information shall also be clearly posted on each unit. Training for use of software included with equipment shall be provided shortly after installation, and additional training and support for future enhancements may be required. Product trainers shall be certified by the manufacturer on the equipment and software supplied through the agreement.

l. Training [All other products]
CSA will provide Key Operator and User training via eLearning or as mutually agreed upon by the Customer and CSA (which may be at an additional charge).

4. Exhibit vii. Disadvantaged Business Enterprise

When a participating Purchasing Agency wishes to engage a Certified Disadvantaged Business Enterprise to perform functions, services, or support covered within the County of DuPage Agreement and with CSA's approval; a billing and discount arrangement will be agreed upon with the Certified Disadvantaged Business Enterprise. The Participating Purchasing Agency will receive the same level of pricing and services as outlined in the DuPage Agreement.

If a Participating Purchasing Agency requires the performance of functions, services or support not covered within the County of DuPage Agreements, the Participating Purchasing Agency and Certified Disadvantaged Business Enterprise will negotiate the requirements, terms, conditions and compensation.

5. Exhibit viii. Sponsorship Fee

As part of CSA's commitment to providing excellent support for the County of DuPage and the National IPA agreement, we are requesting the inclusion of the process listed below, so that we can better support certain Participating Purchasing Agencies.

From time to time Participating Purchasing Agencies will organize a separate buying group under a lead or parent organization (the "Sponsor") for the purposes of consolidating buying agreements, locally, regionally or nationally. These Sponsors will perform, for their buying groups, various functions, services or support. To compensate Sponsors for their functions, services and support, Sponsors may request or require a fee (fixed amount or percentage of sales) in respect of procurements made by Participating Purchasing Agencies in their separate buying groups, and they may desire that the fee be collected and remitted by the vendors, rather than being paid directly by the Participating Purchasing Agencies to the Sponsors.

Accordingly, as supplier under County of DuPage Agreement is permitted, if a Sponsor requests or requires a fee in respect of procurements made by Participating Purchasing Agencies, which are members of the Sponsor's separate buying group, to increase the pricing otherwise payable by such Participating Public Agencies under County of DuPage Agreement by the amount of such fee (without itemizing as a separate line item); provided, however, that all such fees shall be remitted by CSA to the Sponsor.

County of DuPage Exceptions / Standard Review of Bid Terms and Conditions

Canon
CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.
One Canon Park
Melville, NY 11747

Phone: 800.815.4000
www.csa.canon.com

RE: County of DuPage RFP # 18-020-LG Multi-Function Copier Device and Services Solutions

Exceptions/Standard Review of Bid Terms and Conditions

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
Section 3 – General Conditions	9 of 39	14) Indemnity	The Vendor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Vendor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions, or suits brought against them. The Vendor shall likewise be liable for	The Vendor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by any third party ~~one whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct~~ to the extent resulting from the willful misconduct or negligent performance of services pursuant to this Agreement by of the Vendor, its employees and agents or its subcontractors (collectively "Claims") including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Vendor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), provided the County shall give Vendor prompt written notice of the Claim, allow Vendor sole control over the defense and settlement thereof, and provide Vendor with such assistance, at Vendor's expense, as Vendor shall reasonably request. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Unless Vendor fails to provide a timely

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
			the cost, fees and expenses incurred in the County's or the Vendor's defense of any such claims, actions, or suits. The Vendor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.	and diligent defense, ~~Nothing contained herein shall be construed as prohibiting~~ the County, its officers, agents, or its employees, may defend such Claim ~~from defending~~ through the selection and use of their own agents, attorneys and experts~~, any claims, actions, or suits brought against them~~. In such instance, ~~T~~the Vendor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Vendor's defense of any such claims, actions, or suits. The Vendor shall be responsible for any property damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.
Section 3 – General Conditions	10 of 39	21) Patents	Vendor undertakes and agrees to defend at Vendor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Vendor shall inform the County of DuPage whenever infringement will result from Vendor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Vendor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.	Vendor (Canon Solutions America) shall indemnify, defend and hold the County (Customer) harmless for any loss, expense and liability incurred by Customer from any third party claims that Customer's use or possession of Canon or Océ branded equipment (collectively "Products") infringes or violates the U.S. patent, copyright or trade secret rights of that third party (collectively, "IP Claims"). This indemnity shall not apply to (a) modifications made to the Products without Canon Solutions America's written consent, (b) any use of the Products in connection or combination with hardware or software for which the Products were not designed, (c) any throughput processed in connection with the Products, or (d) equipment made pursuant to specifications furnished by Customer, in all of which instances Customer shall indemnify and hold harmless Canon Solutions America. Canon Solutions America's

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				indemnification obligation hereunder is subject to Customer providing Canon Solutions America prompt written notice of the IP Claim, allowing Canon Solutions America sole control of the defense and settlement thereof, and providing assistance therewith, at Canon Solutions America's expense, as Canon Solutions America reasonably requests. Canon Solutions America's obligation under this Section is conditioned on Customer's agreement that if such Products, or the use thereof, becomes, or in Canon Solutions America's opinion is likely to become, the subject of such an IP Claim, Customer shall permit Canon Solutions America, at Canon Solutions America's option and expense, either to procure the right for Customer to continue using the Products or to replace or modify the Products so that they become non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in Canon Solutions America's judgment, Customer shall return the Products upon request by Canon Solutions America and shall have no further payment obligation except for payment obligations incurred prior to the date of return. For purchased Products, Canon Solutions America shall refund the applicable Products purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. THE FOREGOING STATES THE ENTIRE OBLIGATION AND LIABILITY OF CANON SOLUTIONS AMERICA WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHTS, TRADE SECRET AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AND IS IN IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO.
Section 3 – General Conditions	10 of 39	22) Payments	Original invoices must be presented for payment in accordance with instructions	Canon Solutions America agrees to this provision provided delay in invoicing is not caused by customer.

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
			contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**	
Section 3 – General Conditions	11 of 39	26) Termination, Cancellation and Damages	If the County terminates this Contract because of the Vendor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Vendor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-soliciting. The County may offset these additional costs against any sums otherwise due to the Vendor under this solicitation or any unrelated contract. If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Vendor received at least thirty (30) days prior written notice of termination.	The County or a Customer, as applicable, will allow a 30 day period following Vendor's (Canon Solutions America's) receipt of written notice detailing its default under the Agreement, to reasonably cure such default. All terminations by the County or Customer for breach shall require a material default by Canon Solutions America as reasonably determined by County or Customer, and shall apply only to the County or such Customer. CANON SOLUTIONS AMERICA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY ITS NEGLIGENCE OR WILLFUL MISCONDUCT. CANON SOLUTIONS AMERICA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
				WHICH THE CLAIM IS BASED AND EVEN IF CANON SOLUTIONS AMERICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ~~If the County terminates this Contract because of the Vendor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Vendor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-soliciting. The County may offset these additional costs against any sums otherwise due to the Vendor under this solicitation or any unrelated contract.~~ If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Vendor received at least thirty (30) days prior written notice of termination, provided (i) the County requested funding and it was denied, and written proof of same is provided; and (ii) no similar services or products will be provided by another vendor for a period of 1 year.
Section 3 – General Conditions	11 of 39	27) Transfer Of Ownership or Assignment	The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignment, the County of DuPage must be notified and approve same in writing.	The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignment, the County of DuPage must be notified ~~and approve same in writing~~ Should require County consent to assignment not be unreasonably withheld, conditioned or delayed. Canon Solutions America requests this not apply to its subcontracting to trucking companies, or authorized Canon Dealers in areas where Canon Solutions America cannot provide direct support. Canon Solutions America will remain liable for such subcontractors.

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
Section 3 – General Conditions	11 of 39	29) Warranty	Complete warranty information detailing period and coverage must be submitted. Vendor shall fully warrant at a minimum all items furnished from this solicitation against defects in materials and workmanship for a minimum period of ninety (90) days from date the equipment is accepted by the Customer. Acceptance is defined as when the product is installed, in good working order, made operational in accordance with standard specifications, and on-site training is completed. A signed and dated certificate of acceptance may be provided to the vendor by the customer. The 90day warranty shall be on-site, parts and labor, next business day support and included in the product purchase price. The warranty shall cover material, labor, and transportation charges, if any. Warranty for software includes any upgrades thereto during the warranty period. Warranties of less than ninety (90) days will not be accepted or considered and may render a Respondent non-responsive. All products must operate in accordance with the manufacturer's standard specifications and documentation. Should any defects in workmanship or materials, appear during the warranty period, the Vendor shall repair or replace such items immediately upon receipt of notice from the Customer at no additional expense.	Limited Warranty. All equipment supplied by Canon Solutions America comes with the original manufacturer's warranty. In the case of Canon or Océ branded equipment, the manufacturer's warranty is provided by Canon U.S.A. for the period specified on the Equipment Schedule/Cover Sheet period of ninety (90) days (or longer as specified) Canon Solutions America, as an authorized Canon USA Dealer, provides all warranty service covered by the Canon Océ manufacturer warranties. Application software supplied by Canon Solutions America comes with the original developer's warranty, if any. All other equipment comes with the original equipment manufacturer's warranty, if any. Disclaimer of Warranty. CANON SOLUTIONS AMERICA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY CANON SOLUTIONS AMERICA.
Section 4 – Special Conditions	12 of 39	3) End Of Lease 4) Replacement Copiers	Upon the end of the lease, vendor shall de-install, remove equipment, erase all hard drives and memory, shred hard drives and provide Certificates of Destruction. Upon replacement of copier, due to repeated and extended downtime, or the need to upgrade or downgrade equipment, vendor	Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data during normal operation of the Equipment ("Data"), and that Canon Solutions America is not storing Data on its behalf and that exposure or access to the Data by Canon Solutions America, if any, is purely incidental to the services performed by Canon Solutions

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			shall erase all hard drives and memory, shred hard drives and provide Certificate of Destruction.	America. Neither Canon Solutions America nor any of their affiliates has an obligation to erase or overwrite Data upon the return of the Equipment to Canon Solutions America or any leasing company. Customer is solely responsible for: (i) Customer compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, Customer should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from Canon Solutions America at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). The terms of this Section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and Canon Solutions America could be construed to apply to Data.
Section 4 – Special Conditions	12 of 39	7) Extended Warranty Options	Include additional information, if available, in offeror's proposal.	If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, Canon Solutions America in its sole discretion will repair or replace

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				the product with a like unit with equivalent capabilities. Prior to replacement Canon Solutions America shall have the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any Canon Financial Services, Inc. Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.
Section 4 – Special Conditions	13 of 39	17) Quantities	The County of DuPage reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the County of DuPage.	Canon Solutions America will lock in our net price for the term of the contract. Additions will be based on remaining term of contract and Canon Solutions America will provide a lease rate factor to be utilized to calculate the payment for that remaining term. If customer wishing to cancel any existing equipment or accessories, Customer shall be responsible for any remaining payments and the return of the cancelled items.
Section 5 - Insurance	15 of 39	1st paragraph 2nd sentence	Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A:	Such coverage shall be placed with a ~~responsible~~ company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A-:
Section 5 - Insurance	15 of 39	Typo of Insurance / Minimum Acceptable Limits of Liability	1 through 8	The policy limits may be achieved through a combination of Primary and Umbrella / Excess. The requirements for endorsements shall be met with production of blanket endorsements
Section 5 - Insurance	15 of 39	3. Commercial General Liability B (1)	General Aggregate- Per project	General Aggregate- Per project policy
Section 5 - Insurance	15 of 39	7. Umbrella Excess Liability (over primary)	Type Of Insurance: Retention for Self-Insured Hazards (each occurrence) Minimum Acceptable Limits of Liability: $1,000,000.00	~~Type Of Insurance: Retention for Self-Insured Hazards (each occurrence)~~ ~~Minimum Acceptable Limits of Liability: $1,000,000.00~~

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Section 5 - Insurance	15 of 39	8. Business Auto Liability	Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability (is for damage to our vehicle)	~~Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability (is for damage to our vehicle)~~
Section 5 - Insurance	16 of 39		The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.	The insurance carrier of the insured is required to notify the County of DuPage of ~~termination~~ cancellation for any reason other than non-payment of premium of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.
Section 5 - Insurance	16 of 39	Changes In Insurance Coverage	The vendor shall notify the County of changes in insurance coverage in writing within 30 days.	The vendor shall notify the County of changes in insurance coverage that would prohibit Vendor from maintaining the requirements set forth within writing within 30 days.
Section 6 – Scope of Work and Specifications	22 of 39 23 of 39	Consolidation of Models Copier Right Sizing	The Offeror may elect to consolidate copier models at any level for its own convenience or volume discounts, etc. For example; if a copier geared to Segment 2 requires different supplies than a Segment 3 copier the offeror may choose to provide one model for both categories provided the copier meets all of the requirements of the higher category model. The County may request pricing from the awarded Contractor that would include equipment and service for all networked print devices, such as laser printers, at the time of the original contract or annually through the term of the contract. Annually, the County may review with the awarded Contractor opportunities to optimize equipment and possibly move or swap equipment to load balance equipment usage. The copier needs of the County may change over the 4-year lease period. The County would like to have flexibility to return up to 5% of the fleet during the lease period without incurring return charges or lease buyouts.	Canon Solutions America will allow the County to Upgrade or Downgrade 5% of the cumulative installed population of machines over the term of the contract. This provision excludes imageRUNNER machines with rated speeds of 110 pages per minute or greater, or imagePRESS products.
Section 6 – Scope of Work and	22 of 39	Replacement Equipment	The Vendor shall provide replacement copiers at no additional cost to the County if any	Notwithstanding any provision of this Contract and specifically for units not placed at the County, Canon Solutions

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Specifications			copier must be removed from its installation location for repairs. The Vendor shall permanently replace any copy copier, which is mutually deemed ineffective or faulty.	America warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, Canon Solutions America will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use. Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by this Contract, Canon Solutions America will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions: 1) The equipment is continuously and exclusively serviced by Canon Solutions America from and including the date of original installation; 2) Customer fulfills all terms of this Contract; 3) Before requesting a replacement unit, Customer gives Canon Solutions America the opportunity to cure any service problems which Customer may have with the equipment. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Canon Solutions America will supply a loaner unit until the machine is restored to good working order.
Section 6 – Scope of Work and Specifications	23 of 39	Parts, Staples, Toner, Distribution, and Supplies 1st bullet point	Vendor provided supplies shall be delivered in sufficient quantities to operate all equipment for a minimum of thirty (30) days. The Vendor shall stock parts on County premises to assure 98% equipment "up-time". The County may assess cash penalties against the Vendor for failure to meet promised "up-time" commitments.	Canon Solutions America will commit to a fleet average uptime of 95% over the 4 fixed quarterly intervals per year, for devices within Canon Solutions America's Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater) Canon Solutions America will commit to a fleet average uptime of 80% on all production equipment over the 4 fixed quarterly intervals

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
				per year on production level equipment within Canon Solutions America's Servicing Territory. Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. An uptime criterion is calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon Solutions America holidays, and exceptions outlined below. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department. ~~The County may assess cash penalties against the Vendor for failure to meet promised "up-time" commitments.~~
Section 6 – Scope of Work and Specifications	23 of 39	Copier Relocation	During the course of this contract, it may be necessary for various reasons to relocate installed copiers. After initial installation, any copier may be relocated two (2) times per contract period at no additional charge. Copier relocation will be done by the Vendor unless the Vendor determines the relocation would not require trained personnel.	After initial installation, Canon Solutions America agrees to allow any MFD copier between 20 ppm and 105 ppm to be relocated two (2) times per contract period at no additional charge and with an aggregate fleet relocation total not to exceed the number of units installed per member under this contract.
Section 6 – Scope of Work and Specifications	23 of 39	Uptime and Penalty	In a work stoppage situation wither the unit must be prepared within two working days of a penalty of 1/30 of the monthly lease base will be assessed for each day it is inoperable or a loaner not provided.	~~In a work stoppage situation wither the unit must be prepared within two working days of a penalty of 1/30 of the monthly lease base will be assessed for each day it is inoperable or a loaner not provided.~~ Canon Solutions America's experience has shown that the benchmark for a loaner to be issued has been 16

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
				consecutive business hours. The reason for this time frame is that in the majority of cases we have been able to remedy the problem with the inoperable machine. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Canon Solutions America will deliver a loaner unit, upon customer's written request, until the item is restored to good working order. The loaner remedy excludes machines with rated speeds of 110 pages per minute or greater, imagePRESS and CLC color machines.
Section 6 – Scope of Work and Specifications	24 of 39	Dedicated On-Site Service Technician	The successful Offeror shall provide the County a dedicated, on site, full-time (Monday through Friday, 8:00 a.m. to 4:30 p.m.) service technician or technicians as may be required at peak activity periods, trained, and qualified by the equipment manufacturer on the equipment installed. The County shall provide the service technician internet and County e-mail access, in addition to adequate work and storage space. Response times for copiers located on the County complex are expected to be within two business hours of request. If it appears that response cannot be met within two business hours, additional technicians should be sent to the County. Due to security factors, secured locations and other factors the County reserves the right to request that the vendor not "rotate" several service technicians in and out of the County should the onsite technician become unavailable. If the dedicated technician is not busy with County service requests, the awarded Vendor may schedule additional calls for the technician in the immediate area of the County complex. Once a County service request is made, the technician must then respond within the previously defined timeframe. If	Response time for Fleets with Dedicated On-Site Technicians (including The County): Canon Solutions America will commit to a fleet average response of two (2) hours, over four fixed quarterly intervals per year. Response time shall be calculated from the time the Customer call is placed with Canon Solutions America's dispatch department, until the time the technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon Solutions America's recognized holidays. For the individual location which has multiple machines and active service calls, the technician's arrival shall stop the response time calculation for all open service calls at that location. The request for a Technician should be dependent on the size of the Fleet

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
			the County service request is made after hours, the service technician would need to respond to the County at 8:00 A.M. the next morning. At County's discretion, the service technician may be requested to take manual meter reads.	
Section 6 – Scope of Work and Specifications	25 of 39	End User and Key Operator training	The Offeror will provide, at their expense, all training required for the operation of any equipment at any site at any time. All locations have a large number of users; the Offeror may use a "Key Operator" concept and specifically train one or more individuals in depth. If a "Key Operator" or other trained personnel should leave a location, the replacement must also be trained in a timely manner. Additional onsite training will be available without charge when requested by the County.	Canon Solutions America will provide Key Operator and Casual User; Canon Product Training via eLearning as our standard offer. For National IPA Participants that require on-premises Key Operator Training, Canon Solutions America will continue to provide, at no additional cost, an operator training program for the key operators and operations demonstration for the casual users to be scheduled at mutually agreed times shortly after the initial installation and as needed thereafter. Key Operators shall be trained in the removal of simple misfeeds, the addition of supplies and toner, and the cleaning disciplines required of the specific machine. They must also be instructed in the routine necessary to acquire service, phone numbers to call and people to reach. This information must also be clearly posted on each unit. Training for use of software provided with equipment shall be provided shortly after installation, and additional training and support for future enhancements will be required. Product trainers must be certified by the manufacturer on the equipment and software supplied through this Contract.
		Response Time		Canon Solutions America will commit to a fleet average response of 4 hours, over 4 fixed quarterly intervals per year, for devices within Canon Solutions America's Servicing Territory. Response time shall be calculated from the time the customer call is placed with our Dispatch department, until the time the

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
				Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon Solutions America holidays. For the individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.

Canon Solutions America, Inc.

By _____

Peter Kowalczuk, President



National IPA Exceptions / Standard Review of Bid Terms and Conditions

Canon
CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.
One Canon Park
Melville, NY 11747

Phone: 800.815.4000
www.csa.canon.com

RE: National IPA RFP # 18-020-LG Multi-Function Copier Device and Services Solutions

Exceptions/Standard Review of Bid Terms and Conditions

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
PPA Attachment #E Exhibit A 1.0 Scope of National Cooperative Contract	2 of 26	1.1 Requirement	This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA. These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies	Participating Agency to meet Contractor's reasonable creditworthiness standards
PPA Attachment #E Exhibit A 1.0 Scope of National Cooperative Contract	2 of 26	1.2 Marketing, Sales and Administration Support	Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).	Canon Solutions America will agree to an Administrative fee of 2%. The Administrative fee applies to equipment purchase price only as presented on Attachment E.
PPA Attachment #E Exhibit A 2.0 REPRESENTATIONS AND COVENANTS	4 of 26	2..1 Corporate Commitment	Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any	While Contractor will utilize National IPA as its primary go to market strategy, in no event shall Contractor be liable for any fees to National IPA in the event that Contractor bids is awarded a contract with any entity not utilizing National IPA Pricing or

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
			existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.	the Master Agreement, nor shall such bid or award constitute a breach of this Agreement. "Go To Market Strategy" is limited to local governmental agencies and any extension of this strategy requires further discussion.
PPA Attachment #E Exhibit A 2.0 REPRESENTATIONS AND COVENANTS	5 of 26	2.2 Pricing Commitment	Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	Canon Solutions America is unable to make this representation due to the specific requirements that exist in this proposal. We welcome further discussion to clarify any concerns and/or issues.
PPA Attachment #E Exhibit A 3.0 Supplier Qualifications	7 of 26	3.3 Marketing and Sales 3(D.)	Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.	Canon Solutions America would require reasonable limitations to be placed on Contractor logo usage
PPA Attachment #E Exhibit A 3.0 Supplier Qualifications	7 of 26	3.3 Marketing and Sales I. J.	Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement,	While Contractor will utilize National IPA as its primary go to market strategy, in no event shall Contractor be liable for any fees to National IPA in the event that Contractor bids or is awarded a contract with any entity not utilizing National IPA pricing or

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
		K.	including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, etc.	the Master Agreement, nor shall such bid or award constitute a breach of this Agreement.
		M.	State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").	
PPA Attachment #E Exhibit B Terms and Conditions	10 of 26	7	WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. ~~NATIONAL IPA~~ NEITHER PARTY SHALL ~~NOT~~ BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF ~~NATIONAL IPA~~ SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
PPA Attachment #E Exhibit B Administrative Fee, Reporting & Payment	11 of 26	12	An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of percent (%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.	Canon Solutions America will agree to an Administrative fee of 2%. The Administrative fee applies to equipment purchase price only as presented on Attachment E.
PPA Attachment #E Exhibit B Administrative Fee, Reporting & Payment	12 of 26	15	Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and	Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
			reimbursement of National IPA's costs and expenses related to such audit	discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit to the extent that the audit reveals an underpayment by 5% in the period audited.
PPA Attachment #E Exhibit B General Provisions	13 of 26	#18	This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.	Should require Contractor consent to assignment not be unreasonably withheld.

Canon Solutions America, Inc.

By _____

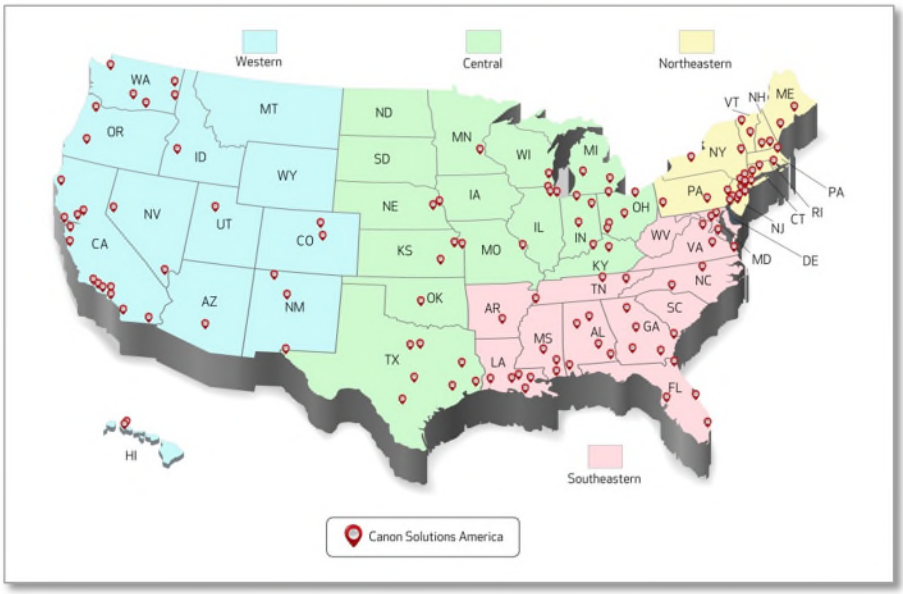
Peter Kowalczuk, President

CANON SOLUTIONS LEGAL
ASM
APPROVED AS TO FORM
4/27/17
DATE

Corporate Profile

Canon Solutions America, Inc. is a Canon U.S.A., Inc. Company providing integrated systems technology that comprises one of the strongest solutions portfolios in the document management industry. Our unique and successful heritage is built upon an ability to offer benchmark levels of service and support.

Canon Solutions America, Inc. is a wholly-owned sales subsidiary of Canon U.S.A. Inc. operating within the United States and part of the region called Canon Americas. With over 150 offices in most major metropolitan areas throughout the U.S., Canon Solutions America, Inc. continues to grow, providing sales, service and support of Canon's document management technology. Canon Solutions America, Inc. continues to expand into cities where companies may benefit from working directly with a Canon U.S.A., Inc. sales subsidiary.



Combining the strengths of the former Canon Business Solutions, Inc. and Océ North America, Inc., Canon Solutions America provides industry leading enterprise services, advanced production print technology and large format solutions supported by experienced professional service offerings. Canon Solutions America helps companies of all sizes to improve their business by increasing efficiency, controlling costs and becoming more environmentally conscious.

Canon is a $36.1 billion company that pursues global diversification with regional operations in the Americas, Europe and Asia. In our global structure, each region handles comprehensive sales and marketing duties. Throughout the group there are 197,673 employees and 367 research, manufacturing, and sales subsidiaries.

The high priority Canon places on its Global R&D effort is evident in its devotion of more than 8.9% of annual revenues in 2016. Canon's efforts in this area include a more regional focus in order to develop technologies that meet the specific demands encountered in the Americas, Europe, and Asia. Based upon the number of registered US patents filed by Canon, you can easily conclude that we have

spent our Research & Development dollars effectively. In 2016, Canon Inc. ranked third overall in patents registered in the U.S. with a total of 3,665 patents.

Canon Solutions America, Inc. offers many unique benefits. We offer a full range of technologies, as well as implementation and help desk support. In addition, national customers enjoy consistent best-in-class support for all their locations nationwide. A staff of product and software application experts is directly accessible to assist our customers with the continual task of streamlining workflow processes through innovative technology.

Given all of the areas of support employed by Canon Solutions America, Inc., it's easy to see why we position ourselves as a total document management solutions provider. Our diversified portfolio of solutions touches upon every point of the document cycle within a company's workflow.

There are many reasons why Canon Solutions America, Inc. is a premier choice for you to consider for your imaging systems/document management needs. Here are a few:

- **We are a single source solutions provider.** Our hardware, software, and third-party enablers combine for one of the most diverse portfolios in the industry.
- **We are a Canon U.S.A., Inc. Company.** The relationship we have with our parent company is a strong and valued one. We are committed to providing outstanding quality and value that lives up to the Canon name.
- **Canon office equipment is the #1 brand in the industry.** Being #1 is not reason enough to partner with any company. It does however provide assurance that the technology is widely accepted and utilized in the ever-changing world of business. Staying ahead of the technological curve requires a commitment to excellence that never ceases … from research and development to manufacturing and marketing.
- Our **ability to draw upon the support of Canon U.S.A., Inc.** and the technology they represent, yet still have the flexibility to create local programs which meet the specific needs of the markets we support, is a one/two combination rarely found in business.
- **We will continue to develop ways in which to improve our capabilities** and ultimately provide you with outstanding customer service. To that end
    - We will listen to understand your requirements.
    - We will provide the necessary solutions to meet those requirements.
    - From a financial perspective, we will provide benchmark value.
    - We will offer outstanding service and support to ensure your ongoing satisfaction.

Brief History

1970-1980

What would become Canon Business Solutions began as four independently operating organizations marketing the Canon brand of office and production equipment in New York, Philadelphia, Chicago and Los Angeles.

1980-1999

Canon continued to set new industry standards for black-and-white, color and fax technology. By the end of the 1990s, all four independent sales companies had been purchased by Canon U.S.A. and comprised the foundation of the Canon subsidiary sales and service network.

2000-2010

Under the direction of Canon U.S.A., the four foundational offices changed their marketing to come under the banner Canon Business Solutions as a means to differentiate and showcase their offerings in the Canon family. Coinciding with the name change was a national expansion to many of the top metropolitan regions within the United States.

In 2003, the New York and Philadelphia subsidiary companies merged to combine their strengths and grow throughout the East Coast, while the Chicago office would serve as the foundation for the new Central region and Los Angeles the same for the new Western region.

By 2008, the three regions officially merged to form Canon Business Solutions, Inc., a wholly-owned subsidiary of Canon U.S.A., Inc. The combined strength and shared vision of the Canon Business Solutions company would better position Canon to meet the growing demands of customers locally, regionally and nationally with a streamlined organization of enhanced systems and processes to benefit all customers.

Canon Business Solutions opened more than 50 offices across the U.S., dedicated to the business customer and designed around a mindset of superior sales and service solutions.

2011-Present



In 2010, a Canon U.S.A. subsidiary acquired assets of North Carolina-based Tereck Office Solutions, Inc. as a means to continue to grow Canon Business Solutions offerings specifically in North and South Carolina and the surrounding areas. The subsidiary, Canon Business Solutions-Tereck, merged into Canon Business Solutions in 2011.

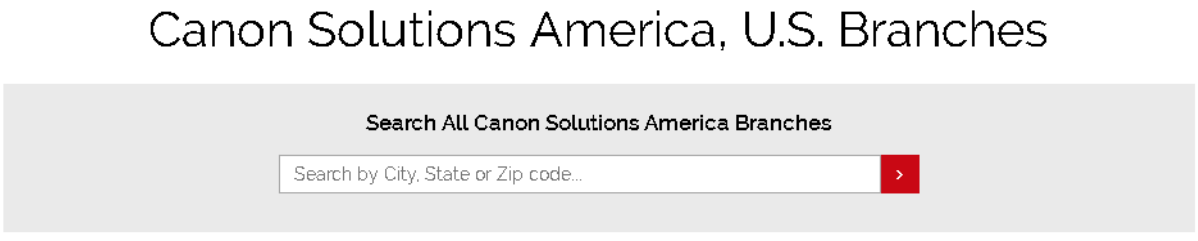
In 2008, assets of San Francisco-based Newcal Industries were acquired by a Canon U.S.A. subsidiary to grow the Western footprint of Canon Business Solutions, continuing Canon's vision to be the leading document and imaging sales and services organization in the United States. The subsidiary, Canon Business Solutions-Newcal was merged into Canon Business Solutions in 2012.

On January 1, 2013, Canon U.S.A. merged Océ North America into Canon Business Solutions to form one of the largest document and imaging business-to-business sales and service organizations in the world. The merged organization has been renamed Canon Solutions America, Inc.

Market Coverage and Distribution

To find a local branch near you please use this link

http://l.csa.canon.com/



Commitment to the Government and Educational Sectors

Over the past 10 year Canon Solutions America, Inc. has had an extremely good relationship the NIGP. We have been supportive of the association and board. Beyond attending the annual Forum we have provided subject matter experts and speaker for the local chapters. Over the past four years we have witnessed the transformation of the association through the restructuring of the governance board NIGP 2.0. This transformation has increased participation by the members and member value. We will remain a proud supporter of the NIGP.

The education from NIGP and the interaction with the nation's top public procurement professionals has help us understand the true value of a strong piggybackable agreement, vetted by a top lead agency and managed by a national cooperative. Understanding the covenants that the CPPB or CPPO need to keep for their constituents provides guidance that assist our engagements with public entities.

Our sales representatives are equipped with the knowledge of cooperatives and the impact on cost reduction and the speed to implementation by leveraging a well-constructed agreement.

Connecting Suppliers with the Public Procurement Community - NIGP's Business Council comprised of representatives from each company participating in the Institute's Enterprise Sponsor Program. Enterprise Sponsors are leaders in their respective industries and have demonstrated a shared commitment to NIGP's values of: Accountability, Ethics, Impartiality, Professionalism, Service, and Transparency. We have been an established and active member and participant since 2008, and are considered subject matter experts regarding NIGP's Business Council and their activities. The mission of the Business Council is to… Serve the NIGP membership and procurement profession through the sharing of resources and expertise in support of NIGP's educational, research and advocacy mission. In essence, the Business Council connects the supplier's perspective with the public procurement community and is dedicated to improving the buyer/supplier relationship. For the past two years Paul Murphy, VP Major Accounts and Vertical Markets provide guidance as the Chair.

Commitment to the Government and Educational Sectors

Canon Solutions America, Inc. has invested in research and established realtionships with the leading associations within the Educational Market. Print still plays a critical role in education fron the youth entering organized education to the graduates of the most presient higher eduction institutions.

Printing in Education: MFP Market Highlights

Education is the #2 industry in total combined volume of print, copy, and scan.*

- **106** billion pages are printed annually**
- **73%** of print output is BW**
- **30%** of MFP use is for copy function, as compared to **20%** across other industries**

* Infotrends, North American Vertical Market Print, Copy, and Scan Volumes, December 2016.
** Infotrends SMB Survey Analysis, June 2016. Total number of participants in Survey: 1000. Of survey respondents, 112 represented the education services industry, including K-12 and colleges; 58% of survey respondents still share information via a hard-copy document.

VERTICAL MARKET	COPY VOLUME	PRINT VOLUME	SCAN VOLUME
Education	16,723,225,064	80,486,216,155	3,101,546,875

Source: Infotrends, North America Vertical Market Print, Copy and Scan Volumes, December 2016.

To gain a better understanding of the market sectors needs we have worked with may associations, some listed below:

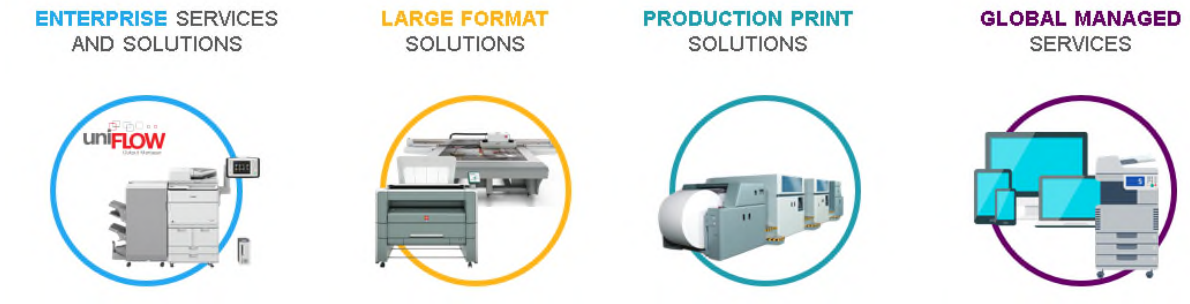
ASBO INTERNATIONAL
NACUBO
NAEP National Association of Educational Procurement
ISTE
EDUCAUSE
acup+ ASSOCIATION OF COLLEGE AND UNIVERSITY PRINTERS

National Cooperative Capabilities

Canon Solutions America, Inc. has developed the DuPage Agreement provided to the National IPA Participating Agencies as a premier agreement in the National IPA portfolio. As a Top Tier Supplier of National IPA, we have earned the respect of the organization and the top preforming agencies that see cooperative purchasing as a viable asset in the procurement tool box.



The past agreement with the County of DuPage has had a broad appeal to agencies with organization acquiring products from multifunctional device fleets, standalone scanners and facsimiles, production centers complete with book finishing and web submission software, large format printers along with managed print services. Prior to the new agreement's start date, we will add High-end Production Print. This is a very specific product with defined applications and once available through a cooperative will provide those agencies with a streamline approach to acquisition.



The vast majority of the Canon Solutions America, Inc. sales organization has been trained, are competent in discussing the value of cooperative purchasing and have been successful in helping the Participating Agencies s acquire products and services through. Our administrative Group including the individual s that work directly with the agencies have become experts at combining terms for the County of DuPage Contract CP-002-13 with the agencies standard and specific terms.

Presently over 5,000 National IPA Participating agencies have used the County of DuPage Contract CP-002-13 to acquire over $100 million of Products.

Green Initiatives

In the spirit of our corporate philosophy of kyosei – all people, regardless of race, religion or culture, harmoniously living and working together into the future – Canon takes an approach to business that is socially responsible and economically logical. Canon seeks to be a truly excellent global corporation. For our customers, we offer the best products possible. Simultaneously, we strive to improve our relationships with local communities and to increase our respect for the environment as we contribute to the prosperity of the world and the happiness of its people.

Our company's commitment and contribution to the environment and to the world community are an integral part of Canon's management structure, product design, manufacturing, and corporate culture. This commitment has inspired many special corporate programs at both the global and regional level.

Canon Group Environmental Charter

Corporate Philosophy: *Kyosei*
Achieve corporate growth and development while contributing to the prosperity of the world and the happiness of humankind

Environmental Assurance Philosophy
Pursue maximization of resource efficiency and contribute to the creation of a society that practices sustainable development

Fundamental Policies for Environmental Assurance
Seek to harmonize environmental, economic and social interests in all business activities, products and services; offer products with lower environmental burden through innovative improvements in resource efficiency; and eliminate anti-social activities that threaten the health and safety of mankind and the environment.

Toner Cartridge Recycling

Canon explores methods to minimize the environmental burden of its products throughout their life-cycle and promote research and development, which contribute to environmental assurance. In 1990, Canon became the first company to collect and recycle used copier toner cartridges. With the cooperation of our customers, Canon has collected more than 378,000 tons around the world.

The goal of the Toner Cartridge Recycling Program is to achieve zero landfill waste by reusing parts, recycling materials and employing energy recovery. Because these cartridges have components that

can be re-used, the environmental benefits positively offset the negative effects of shipping to our recycling facility and then on to our manufacturing sites. Returned cartridges are sorted and put through the recycling and energy recovery process, producing plastics, metals and reconditioned parts that can be used in the manufacture of new cartridges and other products.

The Canon Cartridge Return program is easily accessible on the website at https://ereturn.usa.canon.com/. Here, using the machine's serial number, customers can print a UPS label for the return of cartridges or request a multiple-cartridge return box and it will be mailed. More information about the Canon Cartridge Return program can be found on the website.

Toner Container Recycling

To contribute to the goal of zero landfill waste, Canon is introducing a collection and recycling program for Canon plastic toner containers. Unlike Canon's all-in-one cartridges, these toner containers are made mainly of plastic material making local recycling and local energy recovery possible. Canon toner particles and plastic toner containers contain no hazardous materials and are therefore acceptable at local recycling and local energy recovery facilities. When local recycling is utilized environmental impacts associated with the transportation of containers are reduced.

To support local recycling and energy recovery, Canon has engraved a plastic resin code on each container. Canon toner particles and plastic toner containers are safe for local recycling and local energy recovery facilities.

In the case that Canon plastic toner containers cannot be recycled locally or sent to a local energy recovery facility, Canon asks that customers ship them to: Canon Toner Container Collection Center, 5980 Industrial Drive, Gloucester, VA 23061 at their own expense. Once received by our facility, Canon assumes the responsibility and cost for recycling to keep Canon toner containers from going into landfills. For more information, please visit http://www.usa.canon.com/cusa/about_canon/community_environment/environmental_commitment/environmentally_conscious_programs/toner_container_collection_program.

Energy Star Partnership

To help you save energy and money, while making a difference for the environment, Canon has partnered voluntarily with the EPA for more than 20 years to design products that meet the high standards of its ENERGY STAR® Program. This program promotes the development and introduction of energy-efficient products to combat climate change and other environmental issues. ENERGY STAR® certified products help businesses save both money and energy while also doing their part to help reduce our nation's greenhouse gas emissions that contribute to climate change.

As an ENERGY STAR® partner, Canon has more than 200 certified products that incorporate advanced energy-efficient technologies, without compromising features or performance, such as energy saver mode, automatic duplex settings, and low sleep mode power consumption. ENERGY STAR® certified imaging equipment, printers, scanners, and all-in-one devices reduce the amount of fossil fuels burned to produce electricity, and causes fewer greenhouse gas emissions that harm the environment and contribute to global climate change.

Canon's efforts, together with your own environmental and sustainability initiatives, can help leave a greener footprint on the earth for future generations. To learn more about Canon's ENERGY STAR certified products, please visit ENERGYSTAR.gov.

Awards/Recognition

Canon has received multiple ENERGY STAR Awards for protecting the environment through manufacturing energy-efficient products. Canon U.S.A., Inc. is a proud recipient of the United States Environmental Protection Agency's 2017 ENERGY STAR® Partner of the Year – Product Brand Owner Award. Canon has been recognized for the second consecutive year for its outstanding contribution to the reduction of greenhouse gas emissions by manufacturing energy-efficient products and educating consumers about energy efficiency. ENERGY STAR certified products help businesses save both money and energy while also doing their part to help reduce our nation's greenhouse gas emissions that contribute to climate change.



Canon U.S.A. named EPA 2016 & 2017 ENERGY STAR Partner of the Year — Product Brand Owner Award.



Canon U.S.A. received a 2015 SmartWay Excellence Award from the U.S. Environmental Protection Agency (EPA) to honor the company's environmental leadership in greener goods movement, and its commitment to a shared goal of a healthier, more sustainable future.





Canon has placed 26 out of 50 on Interbrand's 2014 Best Global Green Brands and consistently places among Newsweek's Green Rankings.





Canon has many significant achievements in the environmental and sustainability arena, including earning 2014 LEED Gold Certification of their Canon Americas headquarters in Melville, NY.

EPEAT

Canon offers products that are registered in accordance with EPEAT for Imaging Equipment. EPEAT is a voluntary environmental rating program developed using a grant from the U.S. EPA and managed by the Green Electronics Council. This sustainability tool provides third-party verification of the environmental attributes of imaging equipment. EPEAT considers - among other things - absence of toxic substances, use of recycled and recyclable materials, design for recycling, product longevity, energy efficiency, corporate performance and packaging. With EPEAT, customers are able to easily identify and select environmentally preferable products. Products are rated bronze, silver or gold depending on the number of optional points claimed. To learn more about EPEAT and to find out which Canon products are registered, please visit usa.canon.com/epeat.

LEED® Certification

Canon U.S.A. is proud to have earned LEED® certification for three buildings. The U.S. Green Building Council's LEED® green building program is the preeminent program for the design, construction, maintenance and operations of high-performance green buildings including sustainable site development, water and energy efficiency, materials selection and indoor environmental quality. LEED-certified properties include: the Canon Americas Headquarters, located in Melville, N.Y., Canon's Distribution Center in Norcross, GA., and most recently, the Canon Experience Center, located in Costa Mesa, CA. Our company's commitment and contribution to the environment are an integral part of Canon's management structure, product design, manufacturing and corporate culture. To learn more about LEED® certification, please visit https://www.usa.canon.com/internet/portal/us/home/about/environment-sustainability-initiatives/leed-certification

ISO 14001 Certification

Canon U.S.A. and more than 700 other Canon sites worldwide are certified to the ISO 14001 standard. The ISO 14001 standard is an internationally accepted specification for environmental management systems created by the International Organization for Standardization to help organizations minimize how their operations affect the environment and comply with related laws, regulations and requirements.

This internationally recognized standard provides organizations with a framework for developing effective Environmental Management Systems (EMS). With its EMS, Canon U.S.A. can analyze environmental aspects associated with the company's operating activities, products, and services, in order to establish objectives and targets that reduce their negative environmental impacts. Once developed, all Canon Americas sites with a certified EMS are audited by a third party to guarantee

continual conformance to the standard. Canon's EMS helps monitor and improve upon a number of areas that touch on the environment, such as energy efficiency, resource conservation, waste management, chemical control and toner cartridge recycling. As a result, the Environmental Management System is fully incorporated into business operations.

References

Financial Information

Canon Solutions America, Inc. (FEIN 13-2677004) offers our customers the financial backing of Canon, Inc., one of the world's most financially stable companies, with revenues of $36.1 Billion in 2017. Canon Solutions America, Inc. is not a publicly held company; therefore, all financial information provided is that of our ultimate parent company, Canon, Inc.

For a view of Canon's financial results/annual reports, please use the following website links below:

Financial Results / Statements:
http://www.canon.com/ir/results/index.html

Annual Reports:
http://www.canon.com/ir/annual/index.html

Please find appended herein, Canon Solutions America's Dun and Bradstreet Report.

Pricing

Transformation Strategy

Transformation Strategy

Transforming government processes starts with laying the right foundation for your organization's workflow. Many government agencies have embarked on transformation initiatives; however, there is still room for improvement to build a more stable transformation foundation.

There are critical foundation pieces to government agencies that must be kept a priority. The government top issue for CIO's was siloed systems that don't communicate according to the Center for Digital Government (CDG). This can lead to a disparity for security.

There are 3 pieces that make up the digital transformation
Security
Sustainability
Streamlined Operations

Security
The CDG found that **security** was highest priority for state and local government in 2016, but found that "only 29% of government employees indicated they were only very confident in their print environment."

Canon Solutions America, Inc. will be working with the County of DuPage to implement Role-Based Information Access, digitizing and protecting personally identifiable information and securing end user devices. This process will require documenting the standards that should be adhered to and acquiring the needed solutions to achieve the standards.

Sustainability
The CDG also found that only "27 percent of government agencies are working under a green environmental mandate. " The biggest step is having staff print with responsibility. This typically includes a print management study. Efficiencies will flourish in an environment where employees can access and utilize the latest common documents with less need to print.

Cool DuPage for Government

Following DuPage County initiative that invites residents, businesses and government agencies to join the Cool DuPage effort to reduce energy consumption. By working together, we can help DuPage County reduce greenhouse gases through big and small changes.

We will be providing insight and recommendations that will be in line with the Cool DuPage program. This include more efficient products than present, better utilization on the newly installed fleet and reducing the amount of throughput by better managing the fleet and users. Additionally this will reduce the need for more expensive single function devices.

Streamlined Operations

Streamlining work flow requires the use of digitized process's and eliminating manual ones. The CDG found that roughly 47 percent of government employees indicated that useful data was inaccessible because it was in a paper based workflow. Workflow management can greatly increase efficiencies, boost morale, and can most importantly operational costs.

Opportunities for the County of Du Page

Canon Solutions America, Inc. will help form a transformation working group, conduct a full assessment and landscape analysis. We will work with DuPage to develop a long term strategy that Secures, Sustains, and Streamlines the County.

Training Program

Training helps us meet one of our goals — to ensure that every time you choose a business solution from Canon Solutions America, Inc., your staff is able to use it as you envisioned. That is when we can begin to meet your needs. Through a nationwide network of certified training professionals, we deliver a full suite of web-based and hands-on training. It's aimed at helping end users adapt to the new solution and get up to speed quickly. Our goal is to ensure that you reach maximum productivity and operational efficiency from day one.

On-Site Training

Canon Solutions America, Inc. can customize training to meet the needs of our customers. With every installation, our schedule coordinator arranges training for your key operators. We match our schedule to yours — traveling to your site when it is convenient for you and your team. We customize the training so that it focuses on your key applications and unique document management requirements. We also tailor the training to the audience, understanding that at each user level there is a different set of learning expectations. Our staff of professional trainers will help you learn how to maximize your new technology so that you may perform your job more quickly and efficiently. Training will include hands-on activities, manuals, and videos. Instruction can be provided in a number of ways:

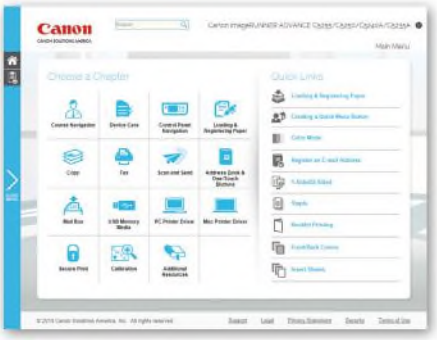
- Individual training
- Group training in a classroom setting

imageRUNNER ADVANCE eLearning

In today's fast-paced world, time is of the essence. Convenience, flexibility, and simplicity are the key to value when it comes to any service, especially training on a new system. That's where imageRUNNER ADVANCE eLearning comes in. Canon Solutions America, Inc.'s imageRUNNER ADVANCE eLearning program provides web-based training and is available exclusively through Canon Solutions America, Inc. The eLearning training will provide your employees with the convenience and flexibility of anytime, anywhere training available to them, 24x7. eLearning offers unlimited access for the duration of your equipment lease (or five years from installation of purchased devices), allowing employees to learn at their own pace and focus on the topics of most value to them.

Additionally, the benefits of eLearning include:

- Simple course navigation
- Quick application of device capabilities
- On-site access from your location
- Cost-effective training resource
- Training opportunity for new employees



Course topics include:

- Replacing consumables
- Paper loading and registration
- Control panel navigation
- Copying, faxing, scanning, printing, and more

How does it work?
The County users learn by watching short animated videos with voiceover to guide them through each lesson, step-by-step. A Closed Caption feature can be used in quiet environments or to assist hearing-impaired associates. The course structure accommodates different learning styles; users can go through the course chapter-by-chapter or use the table of contents to quickly jump directly to topics that pertain to their job. Quick links are always available to provide access to the most frequently requested lessons.

Reporting Overview

Canon Solutions America, Inc. takes a proactive approach to customer service. We prefer to anticipate your needs and to identify opportunities for process improvements. As part of this, we perform quarterly account reviews where we survey:

- Number of devices in the account
- Uptime
- Response time
- Volume of output
- Billing issues
- Upgrade and downgrade opportunities

We can provide customized reports to meet your company's specific requirements. Other formats can be prepared based on your request. The following is a list of the types of reports we can provide.

Quarterly Management Report – This report will summarize all activity on a quarterly basis. It provides detailed information on the following topics:

- Equipment volume
- Equipment relocation
- Volume trends

Monthly Machine Volume Report Trended 12 Months –This report provides a rolling 12-month copy volume history for each piece of equipment. This report tracks the actual volume versus the rated volume for any given machine and pinpoints any potential user concerns and equipment issues sorted by location.

Machine Uptime Report – This report details percentage "Uptime" for each piece of equipment.

Quarterly Service Call Report – This report describes the average response time for all Maintenance Requests within the reporting period.

Quarterly Usage Report – This report provides maintenance usage and toner requirement calculations sorted by location.

Excessive Visit Report – This report provides details on machines that require additional attention and therefore specific action schedules.

myCSA - Customers may view and sort account information through myCSA, a web-based tool available to all Customers with an active Canon Solutions America, Inc. contract. myCSA allows the Customer to sort account information by serial number, model number, and requisition number. Customers can then view active service calls and service call history and sort the data by the service call issue, such as paper jam and preventative maintenance.

Invoicing

If the County elects to utilize the retail option, equipment billing will be provided by Canon Solutions America, Inc.'s sister company, Canon Financial Services, Inc.

Canon Financial Services, Inc. (CFS) mails one paper invoice on a monthly basis. CFS can invoice by individual contract or by customer, detailing all contracts per customer on one invoice. In addition, CFS can list Cost Center, PO number, and Special Reference Fields on your invoice. Each invoice offers two Special Reference fields that can be utilized to be meet your needs; there are fifteen characters in the first field and ten characters in the second field. The Customer website allows you to download your invoice in Excel format to detail your specific needs. Invoices are generated with a 19-day lead time and are due on the 1st, 10th, or 20th of the month, depending on date of contract commencement. Electronic invoicing is not currently available; however, CFS accepts check, ACH, and EDI for payments. CFS accepts Visa, MasterCard, and American Express.

Online Access

myCSA is an internet-based account management tool that provides administrative control over your fleet of Canon devices*. It fully integrates with our internal database system, providing you greater access to your account's information. Upon enrollment, you can begin taking advantage of the many features of myCSA, such as identifying and validating devices, reviewing installations by location, submitting meter reads, viewing meter read history, placing service requests, checking service requests, ordering supplies, managing your organization's users, and retrieving important account information.

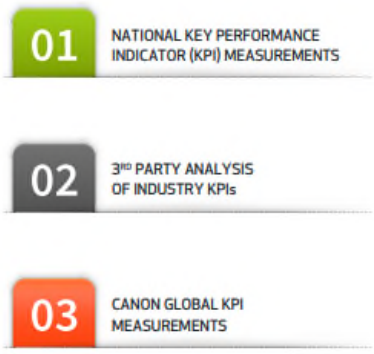
The County can also access further account information through Canon Financial Services Inc.'s Designated Accounts website. Here, you can securely view and print invoices, sort invoice information, download invoice information, elect to have electronic invoice payments, and quickly search through past invoice history.

** requires an active service contract with Canon Solutions America, Inc.*

Service Organization Overview

As a sales and service subsidiary of Canon U.S.A., Inc., Canon Solutions America, Inc. is part of a larger support network and can provide extensive support to you. Our service and support division is the backbone of our company's success. At Canon Solutions America, we take great pride in our comprehensive support structure which allows our customers to enjoy a blanket of technical service coverage that ensures their ongoing satisfaction.

To ensure customer satisfaction, we measure every area of service performance, based on key criteria for each service team. Our support personnel are held to the highest standards and held accountable for the service statistics for which they are measured. It is through these stringent performance standards and the commitment to our continuous improvement process that we confidently offer our Customer Satisfaction and Service Performance Guarantees and maintain the highest levels of customer satisfaction. Canon Solutions America has an entire division dedicated to providing you with unparalleled service. Whether the services apply to Implementation, Help Desk, Subscription Support, or Training and Education, the common thread among these is our unwavering commitment to our customers.



Our Solution Support Centers have achieved the prestigious HDI (Help Desk Institute) Certified Support Center award. This award signifies our commitment to excellence, efficiency, and service quality based on the HDI Support Center Standard.

Geographic Reach

Canon Solutions America provides geographic coverage in major metropolitan areas throughout the United States. Each region is supported by a comprehensive web of service professionals who provide best-in-class technical support to our growing base of customers. Beyond these critical regions, a network of Canon-authorized service companies stands ready to support your needs. All servicing entities must adhere to strict performance guidelines and must be fully certified to provide technical assistance on your Canon product.

The strength of the Canon service delivery program is the over 1,000 locations across the United States who are all certified to meet Canon standards. There are over 7,500 factory-trained technicians who help solve technical and equipment problems wherever your site may be. All authorized service centers are required to submit a detailed business plan describing prospective territory and staffing

plans as well as financials. They must agree to use only genuine Canon parts, and they must consent to unscheduled observations by Canon management.

Service Hours

Canon Solutions America's standard service hours are Monday through Friday, 8:30AM to 5:00PM, excluding weekends and holidays.

Extended Service Hours

Canon Solutions America offers the flexibility of extended service hours. Should you require service outside of the scope of our standard service hours, we can accommodate your request by contracting on a device or location basis as required. We can also provide a dedicated technician to be on standby, should you have critical uptime or volume issues. Extended service is not available in all locations.

Service Requests and Alerts

There are multiple options for placing a service call. Customers may place a service call by:

- Calling the toll-free number located directly on their Canon equipment.
- Placing a request online at http://www.csa.canon.com.
- Via their myCSA account.

myCSA is a self-service portal available 24 hours a day, 7 days a week that provides an efficient way to handle day-to-day functions related to your Canon devices. Upon enrollment you can take advantage of the many features of myCSA, such as the ability to view your current fleet status, entering Meter Reads, placing Service Requests, Ordering Contract Supplies* and retrieving account information from any tablet, laptop, or desktop. myCSA works seamlessly with imageWARE Remote, so you can easily request service for your equipment online. You can also check the status of active service requests as well as review closed requests.

**requires an active service contract with Canon Solutions America, Inc.*

imageWARE Remote is firmware that is embedded in our imageRUNNER products. The function of imageWARE Remote is to automatically provide accurate meter reads without the need for customer intervention. It reduces administrative costs and increases accuracy. The meters are automatically read every day for the most up-to-date reporting capabilities. The Service Monitoring portion of this tool automatically notifies our Dispatch Department of a hardware/software error. This feature allows our Dispatch Representatives to proactively call the customer to confirm that service is required.

The imageWARE Enterprise Management Console delivers an easy-to-use centralized point of control for all devices installed across your organization. This expandable console helps reduce downtime by directing low toner, paper jams, and device management alerts via email messages to the designated resource(s) within your organization. It's designed for easy implementation and simplified expandability.



Help Desk Triage

Canon Solutions America's delivers the remote technical support needed to resolve disruptive workflow issues quickly, so critical systems can resume normal operations as soon as possible. **Our Help Desk services provide a single point of contact for all incidents and service request.**

- Help Desk availability from 8:30AM to 8:00PM EST Monday to Friday
- Toll-free phone and email access to support staff
- Dispatch service
- Call logging and ticket generation
- Incident management
- Escalation management
- Extended Help Desk support 24/7/365 available*

** 24/7/365 Extended Solutions Support is currently available for uniFLOW, Therefore, IRIS, and IDEAS enterprise solutions only.*

The Help Desk covers a wide spectrum of hardware, software, network connectivity, application, and workflow issues. It is the interconnectivity of these areas that sometimes creates challenging scenarios that require intelligent troubleshooting. The Help Desk is uniquely qualified to provide that type of assistance.

Help Desk services are delivered via the National Technical Support Center's (NTSC) customer helpdesk with escalation to Canon U.S.A. and partner support desks, if necessary. With expert assistance, Canon Solutions America delivers the remote technical support you need to resolve issues quickly.

Service Escalation

For technical issues that require further escalation, we have a rigid escalation process to ensure minimum downtime and maximum productivity.

Supplies Replenishment

The County may call the toll-free Customer Service Department to speak to a Customer Service Representative who will place the supply order. This Department is available Monday through Friday,

8:30AM to 8:00PM EST to accommodate our customers with offices nationwide. This toll-free number is located directly on the Canon equipment. The representative will verify a contact person, address, and serial number, inquire about the number of toners needed, and provide a confirmation number.

The County may also place a supply order via myCSA, a web-based account management tool included with an active Canon Solutions America, Inc. service agreement, and online at http://www.csa.canon.com. At the County's request, Canon Solutions America can maintain a standard stock of parts and supplies onsite, provided there is a secure location for storage. Maintaining a consistent supply of toner and additional supplies onsite maximizes uptime of your Canon equipment.

Meter Read Management

Canon Solutions America offers a variety of meter reading submission methods. The County may submit them manually by calling our toll-free Customer Service Department; however, we encourage you to use our automated submissions tools, myCSA and imageWARE Remote, which are free of charge.

Service Technicians

Through thousands of certified field service engineers nationwide, our service organization utilizes a single "Total Service Process." Our customers have access to local, regional, and national level engineers ensuring full Service Level Agreement compliance regardless of location. Mobile technology allows our field technicians and industry certified engineers to handle customer calls quickly and efficiently, minimizing your downtime.

Canon Solutions America service technicians average 15 years' experience and are factory trained on Canon's equipment as well as the network support systems and software that drive its sophisticated technology. Our primary service objective is to resolve the problem on our first visit and eliminate the need for additional calls for the same problem.

To accomplish this, our service organization:

- Offers unparalleled manufacturer direct service and support
- Delivers an average response time of four hours
- Utilizes a state-of-the-art Automated Dispatching System:
    - Live person responds to caller
    - Service technician receives text page with customer information
    - Service technician calls customer with expected arrival time and, if applicable, troubleshooting occurs over the phone

Our service technicians are measured on machine reliability — not on the number of calls per day. As a result, customers are assured the maximum productive time for their Canon equipment. For the customer this means one service call, one technician.

All new technicians attend an extensive new hire training program called **Printing and Digital Imaging Foundations** (PDIF), which provides the technicians the tools to maintain, troubleshoot, and repair Canon products. During this time, the new hire service technicians receive classroom-based training and hands-on training in the field. The technician, upon successful completion, is certified on a specific Canon model, which is based on territory demand, and has received critical skill courses that enable him or her to be a successful service technician in the field. The critical skills portion of their training includes the following: Customer Satisfaction Skills, Basic Network Install, Complete Call Process, Troubleshooting, Communication, and Technology. Ongoing product training and certifications are provided continually and are based on new technology and field territory growth.

The **Association of Technical Service Professionals** (ATSP) program is designed by Canon U.S.A. to uphold the high performance standards intended to support the needs and expectations of Canon customers. The ATSP program provides assurance that its certified members have attained a level of knowledge and performance that is second to none in our competitive business. The program sets out strict guidelines to which service technicians must adhere, ensuring customers receive best-in-class service. Canon Solutions America is proud of its high volume of certified professionals currently in our corporation.

Preventative Maintenance

We establish preventative maintenance schedules to aggressively address technical issues before they become an operational problem resulting in equipment downtime. Service technicians will perform a Complete Call Process in which they service the unit to a preventative maintenance standard each time the unit is repaired. He/She will clean all optics and remove, inspect, and clean all assemblies of the machine and its accessories. This Complete Call Process ensures a consistent level of service at all times.

Cycle Clinic Preventative Maintenance

With our Cycle Clinic automated preventative maintenance program, Canon Solutions America is able to increase customer satisfaction utilizing revolutionary product design enhancements that will

significantly improve unscheduled downtime, minimize machine failures, and maximize copy quality. The device will be able to send a service call into our system prior to the end user needing service. Additionally, all networked devices will place service calls with Canon Solutions America when durables (customer replaceable components) near their end of life. This will allow the technician to be proactive with the parts required, prior to arriving, resulting in fewer emergency calls, and much higher first-call fix ratio. With Service approval, the Cycle Clinic automated preventative maintenance program is optional, at no additional cost.

Usage Analysis

We use a structured methodology to support our customers' needs. For the County this approach allows us to fully understand the dynamics of your initiative, understand the complex nature of the changes being proposed by your workforce and infrastructure personnel, and then develop a high-level solution "Road Map" in order to right-size your equipment and provide workflow solutions for your various office locations that will improve the efficiency of your print environment.

Canon Solutions America, Inc. takes a proactive approach to customer service. We prefer to anticipate your needs and to identify opportunities for process improvements. As part of this, Canon Solutions America, Inc. will perform quarterly account reviews with you where we will survey:

- Number of devices on the account
- Uptime
- Response time
- Volume of output
- Billing issues
- Upgrade and downgrade opportunities (Right-sizing opportunities)
- Additional ways to reduce spending associated with your printing
- Cost, design, implementation, and management strategies
- Current and future technology investments that can lead to additional cost savings

Implementation Plan

The following is a brief narrative on our technical plan for accomplishing the work detailed in the County's bid.

Should Canon Solutions America, Inc. be fortunate enough to be awarded this opportunity, a series of actions will take place to ensure the successful implementation and ongoing maintenance of the County's contract. At a high level, these actions include the following:

- A **project meeting** is scheduled to determine an overall implementation plan. As evidenced in this Request for Proposal, a team has initially been assembled to coordinate the critical areas of the project. Additional personnel will be added within their respective disciplines to carry out tasks as they are required.

- A **site survey** is conducted at the appropriate sites to obtain the necessary data for a smooth delivery process. It is an opportunity for our IT Department to work with the customer's IT contact or designated Project Manager. During this time Canon Solutions America, Inc. personnel will:

    a. Identify key managers and site contacts
    b. Identify location of equipment for installation
    c. Verify list of equipment to be removed
    d. Create equipment removal schedule
    e. Collect appropriate fax numbers/IP addresses
    f. Identify priority installs
    g. Verify power and datalines
    h. Identify room numbers/departments
    i. Identify installation challenges, delivery access etc.
    j. Identify storage for potential location of parts on site if necessary

- Order Management reviews and **processes the contract** and sets up the account within our internal system. This triggers a number of other actions such as the release of equipment to a staging area for delivery preparation.

- **Equipment is pre-configured** to the specifications of the bid, such as including starter kits, labeling service information, and creating delivery schedules to meet the needs of the County.

- Customer **information packages** including copier specs, service call procedures, reference guides and instructional guides are compiled to accompany equipment.

- **Service installation and training** are scheduled to coincide with the delivery of the equipment.

- Customer's **myCSA** account is set up. myCSA a simple and convenient solution to managing your devices online. The Secure Account Management Portal is a self-service utility available 24 hours a day, 7 days a week that provides an efficient way to handle day-to-day functions related to your Canon devices. Upon enrollment*, you can take advantage of the many features of myCSA such as identifying and validating devices, reviewing installations by location, submitting meter reads, viewing meter read history, placing service requests, checking service requests, ordering supplies, managing your organization's users, and retrieving important account information. In addition, for those with toner inclusive service contracts, you'll be able to order toner through myCSA. **requires an active service contract with Canon Solutions America, Inc.*

Sample Implementation Plan for County of DuPage

Task Name	Date Due	Responsible	Month (TBD based on County of DuPage needs) 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 21 22 23 24 25 26 27 28 29 30 31 1 2 3 4 5
Implementation Team			
Select Implementation Team To Include: Service, Sales, Administration, & County Focal Point		County of DuPage Canon Solutions America, Inc.	
Establish Process for Implementation Updates		County of DuPage Canon Solutions America, Inc.	
Submit Implementation Updates		Canon Solutions America, Inc.	
On-Site Analysis			
Conduct On-Site Analysis		County of DuPage Canon Solutions America, Inc.	
Summarize Equipment Requirements		County of DuPage Canon Solutions America, Inc.	
Develop Recommended Equipment Configuration		County of DuPage Canon Solutions America, Inc.	
Confirm Configuration with County of DuPage Focal Point		County of DuPage Canon Solutions America, Inc.	
Communicate Space and Electrical Requirements		Canon Solutions America, Inc.	
Initiate Order Paper Work		Canon Solutions America, Inc.	
Administration			
Confirm Unit Type & Quantity to Initiate Internal Purchase Order for Equipment Acquisition		Canon Solutions America, Inc.	
Allocation of Equipment		Canon Solutions America, Inc.	
Confirmation of Delivery Contact and Time Frame		County of DuPage Canon Solutions America, Inc.	
Establish Invoice Format & EDI Requirements		County of DuPage Canon Solutions America, Inc.	

Recommended Solution

Equipment Overview

Designed with the user in mind, the highly responsive, flexible user interface is all about simplicity and ease. The imageRUNNER ADVANCE models have a range of features that allow users to accomplish much more in much less time. As advanced as the solutions technology is, Canon has developed software interfaces and print drivers that offer the user clear, intuitive access to features through logical screen arrangements and consistent naming conventions. No matter where your users are, they are able to quickly understand all the options, access exactly what they need, and execute their task. The Canon product line is user-friendly and simple to learn.

The workplace is rapidly changing. Flexible start times, working from home, mobile workers who share desks, and employees who cross international boundaries yet interact as if they were in the same room.

To be successful, businesses must be able to gather and present information quickly, share it easily with those who need it, and attempt to keep it from those who don't. However, information management poses an important challenge with multiple documents that co-exist in various printed or digital forms and locations—from employees' desks and office cabinets to cloud servers and mobile devices.

The imageRUNNER ADVANCE portfolio is an intelligent business platform built to complement every stage of the document life cycle. From creation to sharing, output to archival, these systems are designed to help you increase productivity and efficiency, meet security and environmental needs, control costs, and optimize your return on investment.

From small workgroups and offices to large departments and print rooms, this platform offers a wide range of models and integrated solutions with the proven technology to help address the document workflow challenges of evolving work environments.

The imageRUNNER ADVANCE platform can be customized to help meet the specific requirements of your business. It can integrate seamlessly with Canon solutions and third-party software to provide powerful output management, document capture, information management, and automated workflow solutions that help streamline daily business processes.

imageRUNNER ADVANCE 4525i



Product Highlights

- Designed to deliver consistent and reliable performance to busy departments and work environments.
- With an efficient, compact design, these intelligent systems work seamlessly within fleet environments, offer an intuitive user experience, and integrate with Canon's holistic business solutions.

Technical Specifications

- Print up to 25 ppm in black and white
- Scan up to 160 ipm (300 dpi) (BW, color, duplex)
- Print up to 11" x 17"
- 6,330-sheet maximum paper capacity

Brochure

https://csa.canon.com/online/wcm/connect/csa/50e8d407-cbbf-4951-a9c1-66f4e38f5199/imageRUNNER-ADVANCE-4500i-Series-Brochure.pdf?MOD=AJPERES&CACHEID=50e8d407-cbbf-4951-a9c1-66f4e38f5199&TC=&CN=&CS=&CR=

imageRUNNER ADVANCE C3525i/C3530i



Product Highlights

- Compact, multifunction device with outstanding usability and intuitive touch-screen
- V2 Color for vivid, high-quality output
- Flexible finishing options in a small footprint

Technical Specifications

- Paper capacity (sheets): 1,200 standard; 2,300 maximum
- Easily handle a range of printing tasks from envelopes to sheets up to 11" x 17"

Brochure

https://csa.canon.com/online/wcm/connect/csa/4d3105b6-255a-410b-81b0-a3e661f1d730/imageRUNNER-ADVANCE-C3500-Series-Brochure.pdf?MOD=AJPERES&CACHEID=4d3105b6-255a-410b-81b0-a3e661f1d730&TC=&CN=&CS=&CR=

imageRUNNER ADVANCE 4535i/4545i



Product Highlights

- Designed to deliver consistent and reliable performance to busy departments and work environments.
- With an efficient, compact design, these intelligent systems work seamlessly within fleet environments, offer an intuitive user experience, and integrate with Canon's holistic business solutions.

Technical Specifications

- Print up to 35/45 ppm in black and white
- Scan up to 160 ipm (300 dpi) (BW, color, duplex)
- Print up to 11" x 17"
- 6,330-sheet maximum paper capacity

Brochure

https://csa.canon.com/online/wcm/connect/csa/50e8d407-cbbf-4951-a9c1-66f4e38f5199/imageRUNNER-ADVANCE-4500i-Series-Brochure.pdf?MOD=AJPERES&CACHEID=50e8d407-cbbf-4951-a9c1-66f4e38f5199&TC=&CN=&CS=&CR=

imageRUNNER ADVANCE C5535i/C5550i/C5560i



Product Highlights

- Provides high-quality performance with outstanding ease-of-use and integration with solutions that can help streamline business workflows
- Intelligent information management platform designed to support the goals of business

Technical Specifications

- Print up to 35/50/60 ppm in color/black and white
- Scan up to 160 ipm (300 dpi) (BW, color, duplex)
- Print up to 12" × 18"
- 6,350-sheet maximum paper capacity

Brochure

https://csa.canon.com/online/wcm/connect/csa/e4905361-b483-4356-b749-514fa3a512fc/imageRUNNER-ADVANCE-C5500-Series-Brochure.pdf?MOD=AJPERES&CACHEID=e4905361-b483-4356-b749-514fa3a512fc&TC=&CN=&CS=&CR=

imageRUNNER ADVANCE 6555i/6565i/6575i



Product Highlights

- Offers robust paper handling and finishing's, powerful scanning capabilities, intuitive user interface and standard authentication.
- Transforms operational efficiencies and cost management by providing administrators control over usage and security settings.

Technical Specifications

- Prints up to 55/65/75 pages per minute (letter)
- Up to 7,700-sheet paper capacity (LTR) (3,500 standard capacity)
  - Paper size: up to 11' x 17" maximum

Brochure

https://csa.canon.com/online/wcm/connect/csa/33cd4b1d-59fe-4a49-8e33-f154c9641c3f/imageRUNNER-ADVANCE-6500-Series-Brochure.pdf?MOD=AJPERES&CACHEID=33cd4b1d-59fe-4a49-8e33-f154c9641c3f&TC=&CN=&CS=&CR=

imageRUNNER ADVANCE C7565i



Product Highlights

- Produces outstanding image quality and fast, reliable performance to high-volume office environments.
- Works seamlessly with Canon's integrated software and services to provide a holistic solution for your business.

Technical Specifications

- Print up to 65/60 ppm (BW/color)
- Scan up to 240/220 ipm (300 dpi) (BW/color, duplex)
- Print up to 13" × 19"
- 9,300-sheet maximum paper capacity

Brochure

https://csa.canon.com/online/wcm/connect/csa/518fac98-ee9d-4ceb-84cb-8dbf869140bb/imageRUNNER-ADVANCE-C7500-Series-Brochure.pdf?MOD=AJPERES&CACHEID=518fac98-ee9d-4ceb-84cb-8dbf869140bb&TC=&CN=&CS=&CR=

imageRUNNER ADVANCE 8505i



Product Highlights

- Offers robust paper handling and finishing's, powerful scanning capabilities, intuitive user interface and standard authentication.
- Transforms operational efficiencies and cost management by providing administrators control over usage and security settings.

Technical Specifications

- Prints up to 105 pages per minute (letter)
- Up to 7,700-sheet paper capacity (LTR) (3,500 standard capacity)
- Paper size: up to 13" x 19" maximum

Brochure

https://csa.canon.com/online/wcm/connect/csa/db5eeece-214c-44cd-b497-0bc75d0e5b7b/CSA+Version+iRADV+8500SRS+Brochure.pdf?MOD=AJPERES&CACHEID=db5eeece-214c-44cd-b497-0bc75d0e5b7b&TC=&CN=&CS=&CR=

Device Management Tools

As a best of breed offering which is provided to our clients at no additional cost, myCSA provides a simple and convenient solution to managing your devices online. The Secure Account Management Portal is a self-service utility available 24 hours a day, 7 days a week that provides an efficient way to handle day-to-day functions related to your Canon devices. Upon enrollment, you can take advantage of the many features of myCSA such as submitting meter reads, placing service requests, ordering contracted supplies*, and retrieving account information.
**requires an active service contract with Canon Solutions America, Inc.*

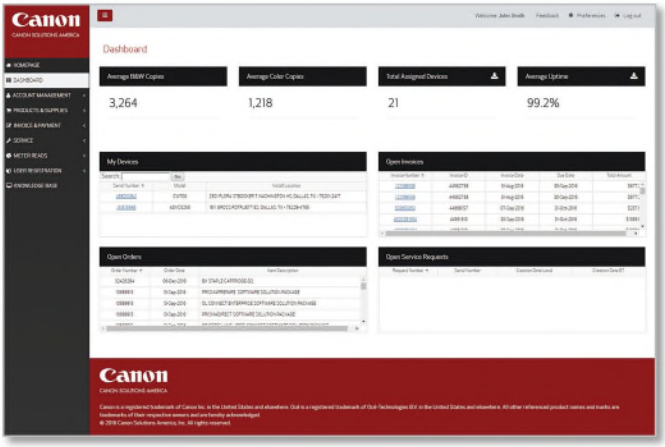
myCSA will help save you valuable time and includes these exciting features:

- Business intelligence dashboard with usage information on devices
- Submit meter reads and view meter read history
- View, pay and download open and closed invoices
- Order/track supplies
- Place/track service requests
- Full catalog of Canon Solutions America products and solutions to request a quote
- Quick action buttons to order supplies, enter meter reads, request service and remove devices
- Update preferences and contact information
- Tablet friendly

BUSINESS INTELLIGENCE DASHBOARDS

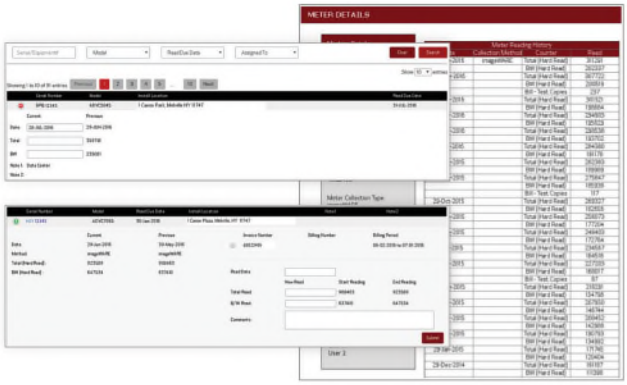
The myCSA Secure Account Management Dashboard provides you with an overview of usage associated to the devices registered to you.

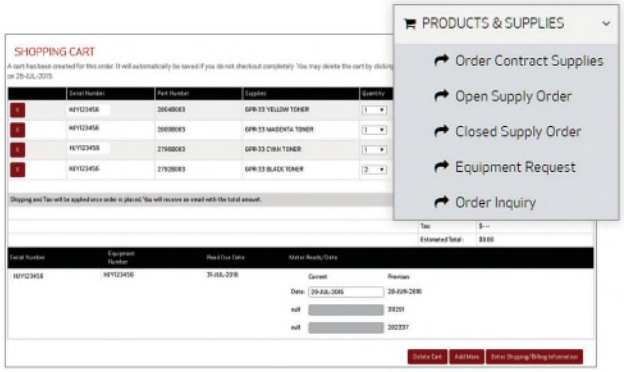
Depending on your user role, it also allows you to quickly access overall customer account-related information such as the device fleet, invoicing, orders and service requests.



METER READINGS

Enter meter readings individually, or upload readings for multiple devices from a Microsoft Excel spreadsheet – even if they are on different contracts. Receive email alerts to notify you when meter reading due dates are approaching. Readily access past meter reads to monitor monthly usage.





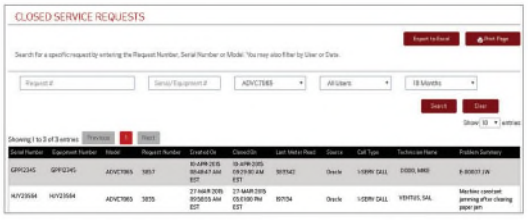
ORDER SUPPLIES ONLINE

Easily order toner for devices on a toner-inclusive or Managed Print Services contract. Visibility into open and closed supply orders along with tracking information by order number or date range. Receive email confirmations when supply orders are placed.

SERVICE & SUPPORT

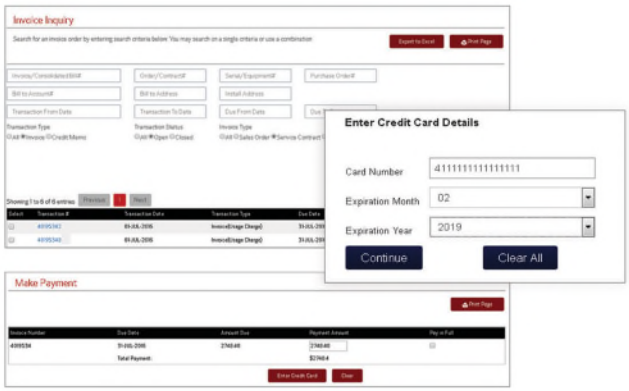
Save time by requesting service for equipment online and receive an email to confirm your request. View the status of active service requests and past service requests.





ACCOUNT MANAGEMENT

Efficiently designate who has access to myCSA, and define which features and devices each person has access to. Enter requests to make changes to your account, such as removing devices from a contract or modifying meter readings.



INVOICES & PAYMENTS

Conveniently view, download, and pay invoices online. Easily view or download contract invoices into Microsoft Excel, to manipulate the data as you require.

imageWARE Remote

imageWARE Remote is firmware that is embedded in our imageRUNNER products. The function of imageWARE Remote is to automatically provide accurate meter reads without the need for customer intervention. It reduces administrative costs and increases accuracy. The meters are automatically read every day for the most up-to-date reporting capabilities. The Service Monitoring portion of this tool automatically notifies our Dispatch Department of a hardware/software error. This feature allows our Dispatch Representatives to proactively call the customer to confirm that service is required.

imageWARE Enterprise Management Console

Canon's imageWARE Suite of utilities expands the resources available to manage and monitor the imageRUNNER devices on your network. One component, imageWARE Enterprise Management Console, is a web-based application capable of installing and managing Canon networked systems on most customer networks.

- Monitor device conditions (jams, paper level, toner, etc.)
- Monitor any job on the network
- Platform independent utility
- Deliver administrator alerts

Monitoring ability includes:

- Remote device status
- Jobs in the queue
- Job status/error messages
- Paper levels by drawer
- Paper drawer configuration (paper size)
- Counter information (meter readings – includes breakdown of color versus black and white)
- Key contact information by device (allows for automatic email notification to key contacts when problems occur)

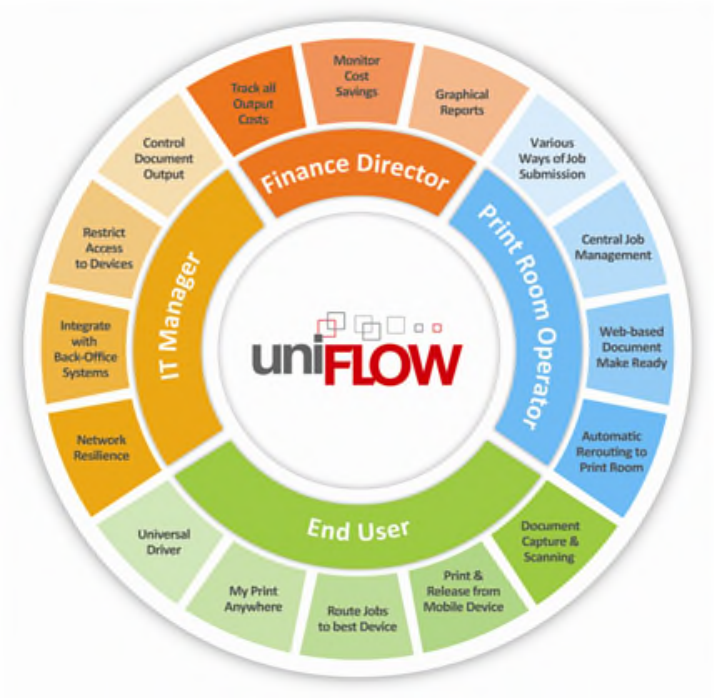
For added convenience, imageWARE Enterprise Management Console is also capable of monitoring third-party printers complying with the standard printer MIB, thereby consolidating network device management via one utility. Using the map view feature of imageWARE Enterprise Management Console, administrators can create logical representations of their actual printing environments. imageWARE Enterprise Management Console ships standard with all Canon imageRUNNER products. While the imageWARE Enterprise Management Console comes free with an imageRUNNER or Color imageRUNNER device, the implementation of the solution is fee-based.

Software Overview

uniFLOW

uniFLOW is an exclusive, comprehensive solution from Canon delivering a rich set of functionality in the areas of secure printing, document output accounting, rules-based routing and print analysis. It is an intelligent and highly scalable print output management software suite designed to manage output driven in the general office and production print environments. With its modular design and emphasis on security, uniFLOW is particularly attractive to IT managers who value its ease of integration and strong level of control within networked environments. uniFLOW can save you time and money by providing effective controls over your entire fleet.

uniFLOW's web-based architecture allows the software to run over multiple buildings, locations or sites. The uniFLOW solution can be built based on your needs from several different components depending on your needs.



Benefits of uniFLOW Output Manager:

uniFLOW offers organizations the ability to, but not limited to:

- **Statistics** – Track print and copy costs on all networked multifunctional devices (not just Canon), printers as well as locally connected desktop printers. Identify system weaknesses, right-sizing opportunities, Top 10 offenders and more with over 70 customized reports.
- **Follow Me Printing/Scanning** – printing at any printer simply by logging in via an employee badge or PIN Code
- **Mobile Printing** – Allow users to submit print jobs from their Smartphone (such as iPhones, Blackberry or Android) and tablets (iPad, etc.).
- **Secure Release** – Allow users to release their print jobs securely using their Smartphone or tablets as a means of authentication.
- **Rule Based Routing** – Change how jobs are printed based on rules. Drive volume to the most appropriate printer.
- **Scan Capture** – Scan documents into backend document management systems as a highly compressed PDF or in an editable format.

- **Content Security** – Enhance document security by taking an image of each copy, print, fax or scan which can then be processed for restricted keywords.
- Provide detailed device information such as meters, toner or error for efficient device management.
- Integrate into backend billing systems via its SQL Connector (XML or CSV export).
- Provide streamlined support for entire fleet with the support for non-Canon, non-MEAP enabled devices and embedded applications for many popular 3rd party devices.

uniFLOW Modules

uniFLOW consists of a primary server that can be configured with a variety of modules to address your specific needs in the following areas:

Statistics

The most important feature of uniFLOW is the ability to monitor and track all copy and print activities for both black and white and color usage for all devices in your fleet. uniFLOW can account by device, individual, location, department, file type, etc. With over 70 standard reports uniFLOW will provide you with up to the minute data allowing you to analyze critical data and make adjusts as needed. Reports can be auto-generated and delivered via e-mail as often as you deem necessary. ***What's not measured, is not managed.***

Follow Me Printing

This feature allows users to retrieve their print jobs from any device within their network. By authenticating at a device via a badge or PIN code, the user can select which jobs to print, edit the attributes of the job before printing or even delete jobs before they are released. Users can adjust print settings such as color, duplex, stapling, hole-punch, page counts, etc., right from the multi-function devices. Users also have the flexibility for scanning to e-mail or any configured back end solution that they use from any device.

Secure Mobile Printing

Canon's exclusive uniFLOW solution can allow mobile users to easily print from their smartphones and tablets via Canon multifunction products, single function printers and non-Canon print devices. In addition, companies can control and secure the release of the print output to networked devices by tracking and statistically capturing all output related details and requiring users to authenticate at the device prior to print delivery.

- **Secure Mobile Submission:**

uniFLOW allows any mobile user to submit a print job, as long as that user's mobile device has emailing capabilities. Users can also submit jobs via web browser, or printing directly from an application using an internet enabled driver.

- **Secure Mobile Release:**
  Once a print job is submitted, regardless of whether it's from a desktop PC or a mobile device, the user will fall into the uniFLOW My Print Anywhere (follow me printing) workflow, where the user will walk to the most convenient device, and release their print job after authenticating themselves.

- **Multiple Identities & Guest Printing:**
  Users tend to have multiple identities in today's mobile age, and uniFLOW supports that by allowing users to register each of their identities, such as email addresses or phone numbers, so that the uniFLOW system will recognize them, and allow them to print.

  uniFLOW Secure Mobile Printing also provides the option for guest printing. Guest printing can be customized to allow visitors (outside the network) to submit print jobs, but with preset company restrictions.

- **Native Application:**
  There is also a uniFLOW native app for Apple iOS devices and Android devices. This app enables the mobile device to identify a printer, for example by a QR code, select a print job from the user's personal print queue, make necessary print settings, and release their job.

Rules Based Routing

The end-user still just presses the "print" button, but once the job matches certain conditions, they are prompted to route the job to a more cost-effective printer. The conditions used to route the job can be different for each printer and include criteria such as the number of pages, the cost of the job, whether it contains color, or the application used to print the job. The user may choose to override the prompt to route the job to a preferred printer if given permission by the administrator. Print jobs can also be set up for automatic rerouting to the most cost-effective device, thereby denying the user the choice.

uniFLOW allows organizations to save money by reducing printing expenditures by routing print jobs from expensive network printers to Canon multifunction devices that print at lower cost-per- copy.

The general features of Rules Based Routing are:

- Allows print jobs to be moved to another device depending on certain conditions set by the administrator.

- Jobs can be moved automatically (i.e. without asking the user first) or interactively (i.e. getting the user to choose first).
- Notification of the job routing can be sent to user via web pop-up and/or email.
- Ability to route jobs from one networked printer to another.
- Ability to route jobs from a locally attached desktop printer to a networked printer.
- Ability to route jobs to a secure print queue.
- Savings made from routing jobs can be stored in the database for later reporting.
- Potential savings from routing jobs to the cheapest device can be stored in the database for later reporting.
- Users who ignore the routing advice and keep printing to the most expensive printers can also be tracked.

Integrated Print Room Management (CRD)

uniFLOW provides the ability to route jobs to the print shop just like any other print job to any other printer. CRD provides job ticketing, central job management via a convenient operator dashboard and pre-press document make-ready for creation and cleanup.

Authentication

uniFLOW offers a variety of authentication methods including corporate ID card systems, thereby giving administrators greater levels of control and security.

Universal Print Driver

The uniFLOW Universal Print Driver provides IT with a single, easy to manage print driver that drives printing for all devices on the network. One of the most labor intensive activities for the IT department is loading and managing various print drivers for each device on hundreds, even thousands of workstations throughout the organization. With only a single driver to manage, we take the guesswork out of which driver to use and frees up IT to focus on more mission critical tasks. This also works in a mixed printer environment with PostScript and PCL printers. If necessary a conversion between the two standards (PostScript and PCL) can take place.

Click here for uniFLOW brochure

MiCard Plus

Organizations lock their MFDs to stop unauthorized and uncontrolled usage. By combining a MiCard PLUS proximity card with uniFLOW, organizations can enjoy these security benefits while still allowing authorized users quick and easy access to the MFD. A single swipe of their building access pass or ID card is all that is required to instantly authenticate and enjoy the full power of the Canon MFDs.



Multiple Technologies in one Reader

Proximity card readers are not just used to gain access to multi-functional devices but also to buildings, PCs or to pay for food in restaurants. Different card technologies may be in use in different buildings or may change as new services are offered to workers. The MiCard PLUS reader can read over 35 different 125 kHz and 13.56 MHz proximity and contactless smart cards in the same reader.

Over 35 different Technologies

The MiCard PLUS is 35 card readers in one. The MiCard PLUS can be configured to read the specific card type in use in the organization. Common technologies supported by the MiCard PLUS reader include HID® Prox, Indala® (Motorola), HiTag and CASI-RUSCO® all in the 125 kHz range. In the 13.56 MHz frequency, the MiCard PLUS reader can identify the serial number from cards using technologies such as HID iCLASS and MIFARE.

Simultaneous Card Reading

In addition to reading more than 35 different card types, the MiCard PLUS reader can be configured to read two different cards, regardless of the technology or frequency. This allows companies with more than one technology in use in their organization to provide all users with access to the devices without having to distribute multiple cards or attaching RFID stickers to existing cards.

Managed Print Services Program

Executive Summary

Today's business climate is more challenging than ever before. To remain competitive, companies must look to all aspects of their business for cost-cutting opportunities that not only improve profits but also increase productivity and enhance operational efficiencies. According to Gartner Group, an estimated 1% to 3% of annual revenues are spent on print related activities. Industry analysts continue to highlight document output as a key area for significant cost savings.

A Managed Print Services (MPS) program is designed to not only simplify the management and administration of an organization's print environment, but also to seek to optimize the environment by balancing the ratio of single-function printer to multifunctional device, and the number of end-users per print device, so that better efficiencies, productivity, and cost savings can be realized.

Output fleets represent a significant area of opportunity to realize fiduciary benefits. Savings of 10 to 30% of annual spend can be achieved with active management.
– Gartner Group

This proposal presents the County with a solution for taking control of your single-function laser printer devices. By actively managing these devices through Canon Solutions America's Managed Print Services, the County will realize significant benefits including:

- Control and reduction of per-page printing costs
- Simplified vendor management—one vendor to support all printing needs
- Reduced IT support burden
- Reduced total cost of ownership
- Increased device availability

Why Managed Print Services?

Have you experienced any of the following challenges and pain points?

- **Lack of a full picture of your assets:** You don't know how many devices you have, what kinds they are, or where they are located.
- **Control of device uptime:** You don't know when machines are not functioning, when there are delays in requesting service, if there are supply outages, etc.
- **Multiple vendors:** You spend too much time managing inconsistent obligations, different support models, and nonstandard vendor accountability.

- **Inconsistent service:** You don't have centralized service across your fleet, maintenance is reactive rather than proactive, and you must deal with differing service obligations.
- **Lack of cost control:** You might be purchasing expensive supplies, take up valuable space by storing them, and could face unpredictable maintenance costs.
- **Accounting challenges:** You're paying multiple equipment, supply, and maintenance vendors, making it difficult to accurately budget/allocate costs.

If you have, you're not alone. Canon Solutions America is here to help. Our MPS programs have achieved outstanding customer satisfaction ratings because:

- We listen to and understand your requirements so we can best meet your needs.
- From a financial perspective, we provide benchmark value.
- Your ongoing satisfaction is ensured through our outstanding service and support.

Designed for You

Canon Solutions America's Managed Print Services program does not take a one-size-fits-all approach. There are many drivers behind your objectives regarding management of your print device fleet, so Canon Solutions America designs a program that meets your specific business needs and unique objectives. Starting with managing your fleet of single-function printers under a Cost-Per-Page contract, and later extending to Print Device Fleet Rightsizing, End-User Print Behavior Modification, and even Total Print Outsourcing, Canon Solutions America will work closely with you to develop a long-term strategy to transform your print infrastructure and help lower your costs, while increasing the quality of service you receive.

Program Overview

Discovery Findings

Traditionally, document output costs have been widely distributed across an organization's financial reporting structure. This decentralized approach hides many print related expenses, hindering management's ability to account for the true costs of document output across the company.

Through our Managed Print Services discovery process, we provide you with the information you need to understand and gain greater control of your copying and printing expenses.

Objectives

The County's objectives for managing document output technology are:

- Identify, track, and control all output devices through a reporting system that will enable the County to account for all devices and recover related operating costs internally.
- Work with a vendor who will provide optimum reliability while offering a combined approach of technology, service, performance guarantees, and systems for accountability.
- Engage a single vendor to provide all document delivery systems, to realize consistency in service and pricing as well as programs for acquiring, invoicing, and supporting the document environment.
- Uncover the true cost of hardcopy output within the County's environment.
- Define and capture key metrics so that the County is able to evaluate the current state of operations and assess, through an informed perspective, opportunities for improvement.
- Use the data gathered in this project to support the County's desire to reduce spend on hardcopy output through:
    - Implementing a Managed Print Services program
    - Reducing and consolidating print devices
    - Optimizing document output strategies

Description of Services

Canon Solutions America will provide the County with a fully integrated Managed Print Services program that will enable you to gain control of laser printing expenditures while also enhancing printer performance and user productivity.

Features

Supplies Replenishment
- Toner

Printer Monitoring
- Proactive alert monitoring

Help Desk
- Level 1 triage

Reports
- Monthly usage dashboard
- Quarterly account review

Printer Maintenance
- Routine preventative maintenance
- Maintenance kits (where applicable)

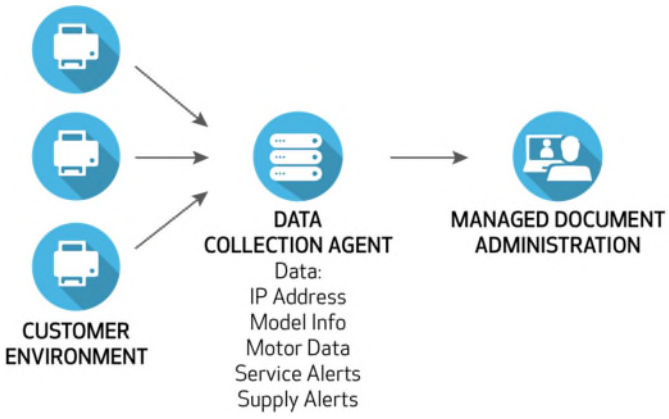
Printer Repair
- Parts
- Labor

All inclusive, cost-per-page model.

Single-Function Printer Management

To easily and efficiently manage all of your single-function print devices, our MPS program offering includes supplies, parts, and labor, plus covers toner cartridges and on-site break-fix services, all for a fixed cost-per-print (CPP) fee structure (one CPP for black & white output devices and one CPP for color output devices). Also included are proactive device monitoring, Level 1 Help Desk services, and a comprehensive reporting package.

- Supplies
- Par
- Labor
- Device monitoring
- Usage reporting
- Level 1 Help Desk



In addition to field-based technicians, our Technical Operations Center (TOC) is key to our successful delivery model for Managed Print Services. Through the deployment of remote monitoring software, the TOC proactively responds to device alert conditions, often before end-users even realize there is a problem.

Program Outline

When compared against the County's current single-function laser printer program, the advantages of Canon Solutions America's proposal become clear. The County will receive significantly greater levels of service while also reducing Total Cost of Ownership.

Print Solutions Comparison

Feature	Current	Proposed
Supplies (toner)	Purchase as Needed	**Included**
Parts (break-fix)	T&M	**Included**
Labor (break-fix)	T&M	**Included**
Device Monitoring	n/a	**Included**
Proactive Alert/Error Condition Response	n/a	**Included**
Usage Reporting	n/a	**Included**
Level 1 Help Desk	Vendor Specific	**Included**
Fixed Cost-Per-Print	n/a	**Included**
Simplified Billing	n/a	**Included**
Consumables Tracking	n/a	**Included**
Comprehensive Account Review	n/a	**Included**
Simplified Vendor Management	Multiple	**One Vendor**

Canon Solutions America's MPS Program is a **no-minimum** base volume agreement—you pay for only the actual number of pages printed. There are no overages, either; the County may print as much or as little as business demands require for a given period.

Benefits of MPS

Through the implementation of Canon Solutions America's MPS Program, the County will be better able to manage the use and allocation of your existing printer fleet.

- **Lower Total Expenses:** Managed Print Services will enable the County to control and reduce print related expenses through an all-inclusive cost-per-page (CPP) program designed to optimize print environments, eliminate costly supply stocking, and lower overall laser printer costs. Reduce overall spend on print-related activities with potential savings of 10-30%.
- **No Hidden Fees:** For a low monthly fee, Canon Solutions America will provide the County with the supplies and service necessary to keep the printer fleet running at peak performance. The predictable monthly fee is based upon actual usage and includes all laser printer related supplies and service, except paper and staples. Includes OEM (Original Equipment Manufacturer) toner and supplies.
- **Simple Cost Management:** Print cartridge expenses are often buried in departmental budgets, making it difficult to quantify print related costs and impossible to manage the print environment. Managed Print Services will provide the County with visibility into these costs, including a single invoice for all laser printer expenditures. Enjoy streamlined billing with management reports that support easy cost allocation.
- **Single Vendor Model:** Simplify the management and administration of your print environment through a single vendor dedicated to optimizing and managing all document output devices.
- **Reduced Burden on IT:** By removing the burden of printer related support tasks from the County's IT department, your internal IT resources will be able to focus on core business systems and value-added technology initiatives.
- **Increased Control of the Print Environment:** Leveraging industry-leading tools and tactics, Canon Solutions America will provide the County with valuable information on laser printer and multifunction printer usage and associated costs. Through scheduled performance reviews, we will provide recommendations for the continual optimization of your print environment including opportunities for cost savings and productivity enhancements.

By actively engaging in quarterly business reviews, Canon Solutions America works with you to continually seek opportunities for greater savings.

Support

Canon Solutions America's nationwide service network consists of a skilled and professional technical support staff. Our Analysts, Engineers and Service Technicians continually undergo technical training and professional development in pursuit of service excellence. As a result, our technical support staff is among the most experienced and tenured in the industry.

Every service technician completes a rigorous factory and in-house training curriculum provided by both Canon U.S.A. and select third parties. This ongoing education ensures that every Service Technician keeps pace with advancing technology.

Canon Solutions America service technicians are backed by a state-of-the-art dispatching system that enables a technician to be dispatched from the location nearest you. Our technicians are measured on machine reliability, not number of calls per day. As a result, our customers experience unparalleled manufacturer direct service and support.

Having both internal and external support capabilities is critical to ensuring that our solutions are met with total customer satisfaction. There are a number of key components to our support infrastructure, including pre and post sales systems support, help desk, on-site training, automated dispatch, and a number of other areas, which provide the high level of support our customers expect and deserve.

Canon Solutions America provides geographic coverage across the United States. Each region is supported by a comprehensive web of service professionals who provide best-in-class technical support to our growing base of customers. Beyond these critical regions, a network of authorized service companies stands ready to support your needs.

National Technology Solutions Center

Recognizing the unique support requirements for today's connected office environment, Canon Solutions America developed a technical center of excellence for all Canon and third-party solutions – The National Technology Solutions Center. This center is your company's one-call, problem resolution resource for all Canon and third-party solutions, and provides the following for Managed Print Services:



- National Help Desk
- Service/Repair Coordination
- Usage Reporting
- Device Monitoring
- Supplies Fulfillment

Project Plan

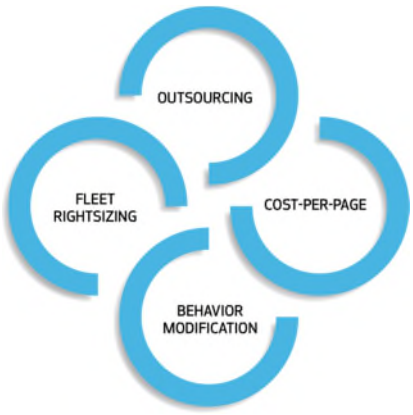
Below is the proposed high-level project plan for the County's Managed Print Services implementation. Once the County accepts the proposal, a more detailed project plan will be developed in cooperation with the County.

Date	Event
TBD	Canon Solutions America installs and configures data collection agent on central PC
TBD	Data collection agent executes and collects print data for 30 days
TBD	Canon Solutions America analyzes print data and develops Managed Print Services proposal
TBD	Canon Solutions America and the County review proposal and associated recommendations
TBD	The County approves proposal, completes required documentation, and executes contract
Within 3 days of project initiation	Canon Solutions America conducts pre-installation site survey
Within 15 days of project initiation	Canon Solutions America installs technology where appropriate
90 days post implementation	Canon Solutions America monitors results of implemented solution
Approximately 100 days post implementation	Canon Solutions America conducts account review with the County
Ongoing quarterly reviews	Canon Solutions America will conduct Account Reviews on a quarterly basis to ensure ongoing customer satisfaction

Going Further

Managing single-function printer costs under a cost-per-page contract is only the beginning of what we can do for you. Canon Solutions America's Managed Print Services programs encompass the full range of services required to achieve your company's print management objectives.

By leveraging our extensive expertise in document and print management, your organization can truly **optimize** your fleet through a balanced approach, reducing costs while also increasing the level of service received by your end-users.



In addition to Cost-Per-Page, MPS can provide:

- Print Device Fleet Rightsizing
- End-User Print Behavior Modification
- Total Print Outsourcing

Print Device Fleet Rightsizing

Office environments that do not actively manage their print device fleet typically suffer from sub-optimal investment and inefficient ongoing spend. Research group IDC reports that poorly managed copy/print environments affect approximately 75% of all organizations, costing those organizations upwards of 30% more than required. This inefficiency is often the result of factors that are not easily recognized until they are specifically sought out. Simply put, most organizations have too many print devices and too many printer makes and models. Motivated by the perception that locally attached printers will provide more convenience and better security, the result is the proliferation of small, easy to procure, inexpensive to acquire laser printers. When you consider supplies, the inefficiencies become even greater—since each make and model of laser printer requires specific, and often expensive, consumables.

You can enjoy significant cost savings while improving the level of service delivered to your end-users by engaging a methodical approach, governed by best practices, to consolidate print devices, standardize the infrastructure, and better leverage technology.

End-User Print Behavior Modification

Most organizations do not understand their total costs related to printing; the same is true for your employees. By implementing an output management solution, you can gain valuable insights regarding your total spend on print related activities. You can further use this technology to extend your commitment to reducing print volumes by educating your staff about the cost of each print job. By providing employees with real time feedback regarding the cost of each print job, they are

empowered to make informed and thoughtful decisions. Through the powerful combination of employee education and the comprehensive reporting provided by these solutions, you can further drive down your total cost of print output.

As organizations continue to drive cost efficiencies within their print environment, additional benefits become available that were not previously possible within a standard, non-managed infrastructure. By deploying Canon's output management suite, uniFLOW, you can gain the insight required to encourage responsible printing behaviors while also enabling such advanced capabilities as secure print release, rules-based print routing, and authorization workflow.

"Output fleets represent a hidden gold mine of cost savings to enterprises. By developing a comprehensive approach that includes rightsizing, cost-per-page oriented procurement, and ongoing management of the fleet, enterprises can reap the savings benefits of this often-overlooked technology area."
- Gartner Group

Total Print Outsourcing

Having a provider take over the management of your entire print infrastructure will save your organization significant amounts of money as most of the burdened costs of IT and the administration of devices and their supplies are shifted to the provider. Providers have the expertise and scale to do this much more effectively than any single company, and they can do this more cost effectively than any one organization on their own.

Our comprehensive portfolio of Managed Print Services will help your organization realize the full potential of your output strategy.

Product Literature

Published Specifications

Canon Solutions America, Inc. is providing the published specification from Buyers Laboratory, Inc. (BLI) on the 2 Flash Drives. The specifications are also included in the Product Literature that was required in Section 4 Special Conditions

Monochrome

 Canon imageRUNNER ADVANCE 4525i II	 Canon imageRUNNER ADVANCE 4535i II	 Canon imageRUNNER ADVANCE 4545i II	 Canon imageRUNNER ADVANCE 6555i II	 Canon imageRUNNER ADVANCE 6565i II	 Canon imageRUNNER ADVANCE 6575i II	 Canon imageRUNNER ADVANCE 8505 PRO II
Alerts Favorites Highlight Differences Against this Product	Alerts Favorites Highlight Differences Against this Product	Alerts Favorites Highlight Differences Against this Product	Alerts Favorites Highlight Differences Against this Product	Alerts Favorites Highlight Differences Against this Product	Alerts Favorites Highlight Differences Against this Product	Alerts Favorites Highlight Differences Against this Product
USA, BLI ID: 16101	USA, BLI ID: 16104	USA, BLI ID: 16105	USA, BLI ID: 16019	USA, BLI ID: 16098	USA, BLI ID: 16099	USA, BLI ID: 16096
2	3	4	4	4	5	6
$8,000	$10,000	$13,500	$18,000	$24,000	$30,000	$53,000
None	None	None	None	None	None	None
Current	Current	Current	Current	Current	Current	Current
Info not avail	Info not avail	Info not avail	Info not avail	Info not avail	Info not avail	Info not avail
March 2018	March 2018	March 2018	March 2018	March 2018	March 2018	March 2018
Canon (Info not avail)	Canon (Info not avail)	Canon (Info not avail)	Canon (China)	Canon (China)	Canon (China)	Canon (Info not avail)
None	None	None	None	None	None	None
Canon imageRUNNER ADVANCE 4525i	Canon imageRUNNER ADVANCE 4535i	Canon imageRUNNER ADVANCE 4545i	Canon imageRUNNER ADVANCE 6555i	Canon imageRUNNER ADVANCE 6565i	Canon imageRUNNER ADVANCE 6575i	Canon imageRUNNER ADVANCE 8505i

Color

 Canon imageRUNNER ADVANCE C3525i II	 Canon imageRUNNER ADVANCE C3530i II	 Canon imageRUNNER ADVANCE C5535i II	 Canon imageRUNNER ADVANCE C5550i II	 Canon imageRUNNER ADVANCE C5560i II	 Canon imageRUNNER ADVANCE C7565i II
Alerts Favorites Highlight Differences Against this Product	Alerts Favorites Highlight Differences Against this Product	Alerts Favorites Highlight Differences Against this Product	Alerts Favorites Highlight Differences Against this Product	Alerts Favorites Highlight Differences Against this Product	Alerts Favorites Highlight Differences Against this Product
USA, BLI ID: 16182	USA, BLI ID: 16228	USA, BLI ID: 16138	USA, BLI ID: 16186	USA, BLI ID: 16237	USA, BLI ID: 16061
2	2	3	4	4	4
$7,800	$11,000	$15,000	$20,000	$23,000	$32,000
None	None	None	None	None	None
Current	Current	Current	Current	Current	Current
Info not avail	Info not avail	Info not avail	Info not avail	Info not avail	Info not avail
February 2018	February 2018	March 2018	March 2018	March 2018	March 2018
Canon (China)	Canon (China)	Canon (Info not avail)	Canon (Info not avail)	Canon (Info not avail)	Canon (China)
None	None	None	None	None	None
Canon imageRUNNER ADVANCE C3525i	Canon imageRUNNER ADVANCE C3530i	Canon imageRUNNER ADVANCE C5535i	Canon imageRUNNER ADVANCE C5550i	Canon imageRUNNER ADVANCE C5560i	Canon imageRUNNER ADVANCE C7565i

Current Distribution Model

Company Locations

Canon Solutions America, Inc. is the direct sales subsidiary of Canon U.S.A. The two entities share several facilities across the United States. Some of the facilities are corporate operations and regional warehouses.

Canon Solutions America, Inc. and Canon U.S.A. distribute the majority of products, part and supplies thought five major warehouse facilities; Jamesburg, NJ., Norcross, GA., Woodridge, IL., Irving, TX., Cosa Mesa, CA.

We cover approximately 72% of the United States population and GDP. For Participating Agencies that are not covered by Canon Solutions America, Inc. service area, the services will be provided by a Canon U.S.A. Authorized Dealer.

Branch Office Locations

Name	Address	City	State	Zip
Birmingham	1030 London Drive, Suite 200	Birmingham	AL	35211
Tuscaloosa	2000 Veterans Memorial Parkway - Unit 2	Tuscaloosa	AL	35404
Montgomery	250 Commerce Street	Montgomery	AL	36104
Dothan	217 Graceland Drive, Suite 1	Dothan	AL	36303
Mobile	3059 Dauphin Square Connector	Mobile	AL	36607
Little Rock	1401 West Capital Ave	Little Rock	AR	72201
Phoenix	1475 North Scottsdale Road	Scottsdale	AZ	85257
San Pedro	300 Westmont Drive	San Pedro	CA	90731
Long Beach (Kilroy)	3900 Kilroy Airport Way	Long Beach	CA	90806
Long Beach	2417 East Carson Street / Dock 48	Long Beach	CA	90810
Glendale	207 Goode Ave	Glendale	CA	91205
Ontario	3237 East Guasti Road, Suite 200	Ontario	CA	91761
San Diego	10509 Vista Sorrento Pkwy, Ste 116	San Diego	CA	92121
El Centro	203 S Waterman Ave	El Centro	CA	92243
Irvine	15975 Alton Parkway	Irvine	CA	92618
Ventura	6435 Ventura Boulevard	Ventura	CA	93003
San Francisco	201 California street , Suite 100 & 640	San Francisco	CA	94111
Livermore	161 S. Vasco Road, Suite E	Livermore	CA	94551
Walnut Creek	1350 Treat Blvd	Walnut Creek	CA	94597
San Jose	3300 North First Street	San Jose	CA	95134

Sacramento	3835 North Freeway Blvd. Suite 110	Sacramento	CA	95834
Englewood	14 Inverness Drive East	Englewood	CO	80112
Loveland	1635 Fortrail Drive	Loveland	CO	80538
Denver	Sky Harbor Business Park	Centennial	CO	80112-6703
Rocky Hill	I-91 Tech Center, Bldg 2	Rocky Hill	CT	6067
East Hartford	110 Prestige Park Rd	East Hartford	CT	6108
Trumbull(Océ)	100 Oakview Drive	Trumbull	CT	6611
Washington	1901 L. St. NW Suite 200	Washington	DC	20036
Delmarva	200 Bellevue Parkway, Suite 140	Wilmington	DE	19809
Jacksonville	10401 Deerwood Park Blvd	Jacksonville	FL	32256
Maitland	2600 Maitland Center Parkwy	Maitland	FL	32751
Orlando	7803 Southland Blvd, Building 200, Suit 202	Orlando	FL	32809
Miami Lakes	The Grand Corporate Center, Suite 350	Miami Lakes	FL	33016
Deerfield Beach	720 S. Powerline Road - Suite E	Deerfield Beach	FL	33442
Boca Raton(Océ)	5600 Broken Sound Blvd, 2nd Flr	Boca Raton	FL	33487
Tampa	7650 Courtney Campbell Causeway	Tampa	FL	33607
Macon	4100 Riverside Drive, Suite 103	Macon	GA	31210
Savannah	7001 Chatham Center Dr	Savannah	GA	31405
Waycross	1707 Boulevard Square Rd	Waycross	GA	31501
Albany(GA)	307 Grand Island Drive, Suite 4	Albany	GA	31707
Atlanta	5625 Oakbrook Parkway	Norcross	GA	30093-1847
Honolulu	210 Ward Avenue	Honolulu	HI	96814
Itasca (Bruning)	1800 Bruning Dr W	Itasca	IL	60143
Schaumburg	425 North Martingale Road	Schaumburg	IL	60173
Woodridge	10350 Beaudin Blvd, Suite 200	Woodridge	IL	60517
Burr Ridge	1333 Burr Ridge Parkway, Suite 175	Burr Ridge	IL	60527
Chicago	225 West Washington	Chicago	IL	60606-6604
Carmel	630 West Carmel Drive, Ste 130	Carmel	IN	46032
Fort Wayne	6915 Innovation Blvd.	Ft. Wayne	IN	46818
South Bend	2420 Viridian Drive, Suite 200	South Bend	IN	46628-4300
Kansas City	Kansas City Commerce Plaza	Overland Park	KS	66210
Topeka	1131 SW Winding Road	Topeka	KS	66615
Wichita	8201 E. 34th Street	Wichita	KS	67226
Louisville	10400 Linn Station Road Suite 108	Louisville	KY	40223
Lexington	2285 Executive Drive 1st floor	Lexington	KY	40505
New Orleans	3850 N. Causeway Blvd.	Metairie	LA	70002
Houma	4752 Highway 311	Houma	LA	70360

Lafayette	201 Energy Parkway	Lafayette	LA	70508
Lake Charles	One Lake Shore Dr	Lake Charles	LA	70629
Baton Rouge	11115 Industriplex Blvd, Suite 303	Baton Rouge	LA	70809
Boston	40 Broad Street, Suite 102	Boston	MA	2109
Baltimore	6011 University Blvd, Suite 460	Ellicott City	MD	21043-6084
Portland, ME	326 Harlow Street	Bangor	ME	4401
Portland, ME	1055 Riverside Street	Portland	ME	04103-1065
Grand Rapids	330 East Beltline Avenue, NE	Grand Rapids	MI	49506
Detroit	39555 Orchard Hill Place, Suite 190	Novi	MI	48375-5374
Eagan	880 Blue Gentian Road Suite 100	Eagan	MN	55121
St. Louis	6 Cityplace Drive	Creve Coeur	MO	63141
Ridgeland	119 Marketridge Road, Suite A	Ridgeland	MS	39157
Gulfport	9480 Three Rivers Rd.	Gulfport	MS	39501
Jackson	210 East Capitol Street Suite 200	Jackson	MS	
Durham	4319 South Alston Ave, Suite 101	Durham	NC	27713
Charlotte	8720 Red Oak Blvd - Suite 502	Charlotte	NC	28217
LaVista(omaha)	6940 South 108th Street	LaVista	NE	68128
Lincoln	3701 O Street, Ste 102	Lincoln	NE	68510
Bedford	15 Constitution Drive	Bedford	NH	3110
Keene	640 Marlboro Street	Keene	NH	3431
Lebanon	31 Old Etna Road Suite S-5	Lebanon	NH	3766
Cranford	11 Commerce Drive – Suite 204	Cranford	NJ	7016
Paramus	115 West Century Road Suite 370	Paramus	NJ	7652
Burlington	300 Commerce Square Blvd	Burlington	NJ	8016
Southern NJ	8000 Midlantic Drive	Mount Laurel	NJ	8054
Jamesburg	100 Ridge Road	Jamesburg	NJ	8831
Monroe	24 Engelhard Dr	Monroe Township	NJ	8831
Albuquerque	2420 Comanche Road NE	Albuquerque	NM	87107-1956
Farmington	2222 East 20th Street #10	Farmington	NM	87401-8904
Las Vegas	731 Pilot Road Suite J	Las Vegas	NV	89119
Reno	5470 Kietzke Lane	Reno	NV	89511
Manhattan - East	125 Park Ave, 9th Floor	New York	NY	10017
Downtown NYC	5 West 37th Street	New York	NY	10018
New York(Océ)	1333 Broadway, 6th Floor	New York	NY	10018
White Plains	1133 Westchester Avenue	White Plains	NY	10604

East Meadow	90 Merrick Avenue	East Meadow	NY	11554
Melville	Canon Solutions America, Inc. One Canon Park	Melville	NY	11747
Albany	18 Corporate Woods Boulevard	Albany	NY	12211
Fairport	800 Crosskeys Office Park, Suite 836	Fairport	NY	14450
Columbus(Dublin)	5200 Upper Metro Place	Dublin	OH	43017
Toledo	1724 Indian Wood Circle, Suite F	Maumee	OH	43537
Independence	6100 Oaktree Blvd Suite 150	Independence	OH	44131
Cincinnati	4900 Parkway Drive Suite 170	Mason	OH	45040-8664
Portland	9401 SW Nimbus Avenue	Beaverton	OR	97008
Portland Warehouse	6650 N. Basin Avenue	Portland	OR	97217
Medford	3539 Heathrow Way	Medford	OR	97504
Pittsburgh	Airside Business Park	Moon Township	PA	15108
Harrisburg	5020 Ritter Road,Suite 111	Mechanicsburg	PA	17055
Philadelphia	One Liberty Place,	Philadelphia	PA	19103
Horsham	800 Enterprise Road, Suite 105	Horsham	PA	19044-3688
Providence	117 Metro Center Blvd	Warwick	RI	2886
West Columbia	1320 Main Street	Columbia	SC	29201
Nashville	402 BNA Drive, Suite 360	Nashville	TN	37217
Knoxville	4707 Papermill Drive	Knoxville	TN	37909
Irving	3200 Regent Blvd Docks 16-19	Irving	TX	75063
Dallas	14241 Dallas Parkway, Suite 100	Dallas	TX	75254
Ft. Worth	860 Airport Frwy	Hurst	TX	76054
Houston	2930 W Sam Houston Parkway N	Houston	TX	77043
Beaumont	7510 Calder Ave	Beaumont	TX	77706
San Antonio	17115 San Pedro Ave, Suite 100	San Antonio	TX	78232
Austin	12515 Research Boulevard, Bldg 7	Austin	TX	78759
El Paso	Regis - 221 N. Kansas St	El Paso	TX	79912
Salt Lake City	298 Mercer Way	Salt Lake City	UT	84115
Falls Church	3190 FairView Park Drive	Falls Church	VA	22042
Alexandria	6464 E General Green Way,	Alexandria	VA	22312
Richmond	3901 Westerre Parkway, Suite 110	Richmond	VA	23233
Virginia Beach	192 Ballard Court	Virginia Beach	VA	23462
Williston	520 Avenue D	Williston	VT	5495
Spokane	10102 E. Knox Suite 400	Spokane	WA	9206
Seattle	12856 Interurban Anenue South	Tukwila	WA	98168
Yakima	901 W. Yakima Ave	Yakima	WA	98902
Kennewick	8601 W. Clearwater Suite B	Kennewick	WA	99336
Milwaukee	Crossroads Corporate Center II	Waukesha	WI	53186

National IPA Exceptions / Standard Review of Bid Terms and Conditions

Attachment E - National IPA Exhibit A

Detailed Response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract

The following document represents our detailed response to each item listed throughout Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. We have included a brief response below each paragraph, bulleted item and or question listed throughout this section. In cases where our response required additional supporting documentation, or could be better understood through use of an existing document or diagram, we have provided the document and a reference to where it is located in our submittal.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT
1.0 Scope of National Cooperative Contract
1.1 Requirement
The County of DuPage, IL (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for multifunction copier devices and service solutions. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA. These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

Acknowledged

1.2 Marketing, Sales and Administrative Support During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:
A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:
A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:
A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).
Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

Acknowledged; Marketing and Sales Support

Suppliers will pay an administrative fee of 2% of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will execute a mutually agreed upon National IPA Administration Agreement (refer to Exhibit B).

1.3 Estimated Volume
The dollar volume purchased under the Master Agreement is estimated to be approximately $60M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

Acknowledged

1.4 Award Basis
The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

Acknowledged

1.5 Objectives of Cooperative Program
This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:
A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

Acknowledged

2.0 REPRESENTATIONS AND COVENANTS
As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

Acknowledged

2.1 Corporate Commitment
Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Acknowledged

2.2 Pricing Commitment
Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

We are unable to make this representation due to the specific requirements that exist in this proposal.

2.3 Sales Commitment
Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Acknowledged

3.0 SUPPLIER QUALIFICATIONS
Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company
A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

A. Tab 2. Experience, Expertise and Reference Section 2. Corporate Profile
B. Tab 2. Experience, Expertise and Reference Section 6. National Cooperative Capabilities
C. Tab 4. Resources, Approach and Methodology Section 15. Service Organization Overview
D. Tab 2. Experience, Expertise and Reference Section 9.Financial Information

E. Tab 7. Forms and Documents Section Required Forms FEIN and Dun & Bradstreet Report

3.2 Distribution, Logistics
A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.
E. Describe the full line of products and services offered by your company.

A. Tab 2. Experience, Expertise and Reference Section 3. Corporate Profile
B. Canon Solutions America, Inc. uses commercially available companies for products, parts and supplies. For delivery of pre-configured product Canon Solutions America, Inc. uses regional specialized carriers.
C. Tab 2. Experience, Expertise and Reference Section 3. Corporate Profile
D. Tab 1 Scope of Work and Specifications Section 2 Scope of Work and Specifications
E. Tab 4 Resources, Approach and Methodology Section 11-22

3.3 Marketing and Sales
A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

Canon Solutions America, Inc. will continue to use the Agreement with DuPage and National IPA as a fully endorsed program by our Executive Leadership.

Based on the last 10 years of history, Canon Solutions America, Inc. is in a very fortunate position for the Marketing and Sales of cooperative agreements. We have the tools, training and process to implement an aggressive launch of a new agreement. Additionally, we have able to have year over year growth with the legacy agreements.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current

Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
i. Creation and distribution of a co-branded press release to trade publications

We will work with National IPA to create and deliver co-branded press releases, and content specifically geared around the agreement, to publications and associations.

ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days

We will provide agreement information on our internal website at the onset of the agreement and periodically update when appropriate.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Working with National IPA, we will take a complete review of the design, content and strategies for the co-branded marketing materials. The expectation is to provide the Participating Agencies with useful and compelling information.

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA. vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

As a member of the NIGP Business Council for the past 10 years we understand the value of working with association on a national, regional and national basis. We will continue to grow our engagement with and support of their association and trade shows. Please see Tab 2 Experience, Expertise and References Section 5 Commitment to the Government and Educations Sectors.

viii. Dedicated National IPA internet web-based homepage on Supplier website with:
• National IPA standard logo;
• Copy of original Request for Proposal;
• Copy of contract and amendments between Principal Procurement
Agency and Supplier;

• Summary of Products and pricing;
• Marketing Materials
• Electronic link to National IPA's website including the online registration page;
• A dedicated toll free number and email address for National IPA

Based on past experience, Canon Solutions America, Inc. has directed Participating Agencies directly to the National IPA's website to minimize any conflicts. We will review this based on National IPA's request.

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

During the past DuPage/National IPA Agreement we were able to convert the majority of Public Agency agreement to the use of the National IPA Master Agreement. There are a few legacy agreements that will become available with the awarding of the agreement. Additionally, We have used the legacy in lieu of a formal response to several RFPs.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

Canon Solutions America, Inc. intend to provide our logo for the purpose of commercially marketing our products and services in conjunction with National IPA's efforts within our standard logo use guidelines.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
i Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive contract

Acknowledge and agreed.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
iv. Knowledge of benefits of the use of cooperative contracts

Acknowledge and agreed.

G. Provide contact information for the person(s), who will be responsible for:
i. Marketing
ii. Sales
iii. Sales Support
iv. Financial Reporting
v. Contracts

Acknowledge and agreed.

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Canon Solutions America, Inc. is a direct sales subsidiary of Canon U.S.A. Branches with over 150 offices in most major metropolitan areas throughout the U.S., which. continues to grow, providing sales, service and support of Canon's document management technology. Canon Solutions America, Inc. continues to expand into cities where companies may benefit from working directly with a Canon U.S.A., Inc. sales subsidiary.

We have both dedicated vertical markets account executives and general territory representatives selling to the government and education markets. They are trained and are successful providing the Participating Agencies products and services using the County of DuPage's Agreement through National IPA.

Presently, National IPA has the contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

Canon Solutions America, Inc. has had a very constructive relationship with National IPA. Every year we have grown the program and work on increasing the use of the agreement

Initial Roll-Out: We will host an initial Strategy Meeting with National IPA. This meeting will consist of the Sales and Marketing leadership from both organizations. The intent of the meeting is to achieve a regional relationship between the two entities, and review and discuss the "Go to Market Strategy," and review the Marketing Strategy in general.

Zone VP Sales Meetings: With a new agreement, in September 2018, the Regional Directors (17) will meet with their respective National IPA Regional Managers. The meeting design is to discuss the Regions structure, meet the regional Sales Planning and Marketing staff, and identify market opportunities and Strategies.

Zone Sales Planning and Marketing Meetings: Hold meeting between National IPA Regional Managers and our respective Zone Sales Planning and Marketing staff members to review, plan and execute regional and local trade shows and conferences.

Key Branch Location Meeting: We will conduct Key Branch training and sales strategy meeting throughout the year with the National IPA Regional Managers. These meetings will be designed to increase the usage and results of the Master Agreement in the larger metropolitan markets in the United States.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, etc.

Canon Solutions America will build on the past successes of managing the National IPA Master Agreement. Moving forward we will continue to focus on achieving the target revenue for this agreement. To that extent, we have added a marketing resource to oversee the marketing and communication related activities with the National IPA. On a national basis, we have aligned both government and education within one person's responsibility. This individual is responsible for the development and execution of the National IPA Marketing Plan. Over the past two years we have build specific market knowledge resources for sharing with our clients. This work will continue to be used to support the Participating Agencies.

K. State the amount of your company's Public Agency sales for the previous fiscal year.
Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

We generated in excess of $100 million in Public Agency Sales for fiscal 2017. We will provide a list of our top 10 Public Agencies upon request in a non-public format.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Presently, we are using a customized version of Oracle as our ERP system and are capable of managing all related data/details needed to support the national program.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").
$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

At the present time we will not be guaranteeing the sales revenue for the initial three years.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail your strategies under these options when responding to a solicitation.

While we will utilize the National IPA as our primary go-to-market strategy, in no event shall we be liable for any fees to National IPA in the event that we bid or are awarded a contract with any entity

not utilizing the National IPA pricing or the Master Agreement, nor shall such bid or award constitute a breach of this Agreement.

Pricing-Optional Products and Service

Forms and Documents

Proposal Form w Addenda Number Acknowledgement

Vendors Ethics Disclosure Statement

W9 Form

Offeror's Subcontractor List

FEIN and Dun & Bradstreet Report

Illinois Certificate of Good Standing

Certificate of Liability Insurance

Original Equipment Manufacturer's Certification Letter

Letter of Assignment

Warranty Information

Required Vendor Ethics Disclosure Statement

Company Name:	Canon Solutions America, Inc.		
Company Contact:	Stacey Andersson	**Contact Phone:**	312.521.9562
Bid/Contract/ PO:	Solicitation #18-020-LG		

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every vendor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess **$25,000**, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such vendor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The vendor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "vendor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

I have made the following campaign contributions within the current and previous calendar year:
If no contributions have been made enter "NONE" below:

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
None				

Attach additional sheets if necessary. Sign each added sheet and number each page __ (#) of __ (total pages).

2. All vendors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents and Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email
Paul Murphy, VP, Major Accounts & Vertical Markets	847.706.3411	pmurphy@csa.canon.com

A vendor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature _____

Printed Name Peter Kowalczuk

Title President

Date 4/26/18

CANON SOLUTIONS LEGAL APPROVED AS TO FORM AM 4/27/18 DATE

Page 1 of 1

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

PROPOSAL FORM

RFP # 18-020-LG

Failure to complete this form shall result in your proposal being deemed non-responsive and rejected without further evaluation.

TO: DUPAGE COUNTY:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to offerors, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): 1, 2, 3, 4, 5 (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Vendor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the offeror represents that: 1) the offeror is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the offeror will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:

The undersigned, by submission of this Proposal Form, hereby declares that this proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. irrevocable letter of credit or cash deposit).

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Canon Solutions America, Inc.
Company Name

Name: Stacey Andersson

One Canon Park
Address

Title: Major Account Executive

Melville | New York | 11747
City | State | Zip

Phone: 312.521.9562

Signature of Person Authorized to Sign

Fax: Not Applicable

Peter Kowalczuk
Printed Name

Email: sandersson@csa.canon.com

CANON SOLUTIONS LEGAL
APPROVED AS TO FORM
DATE

President
Title

13-2677004
Federal Tax ID

Acknowledged before me by Peter Kowalczuk (name) as President (title)

of Canon Solutions America, Inc. (company) this 26th (day) of April, 2018.

Notary Signature: Pamela Marino

My Commission Expires: June 19, 2019

Affix Seal

PAMELA MARINO
NOTARY PUBLIC, State of New York
No. 01MA5045376
Qualified in Suffolk County
Commission Expires June 19, 2019

OFFEROR'S SUBCONTRACTORS

The County will consider wholly owned subsidiaries or independent dealers as a subcontractor.

FULL NAME OF OFFEROR:	Canon Solutions America, Inc.
CONTACT PERSON:	Stacey Andersson, Major Account Executive

SUBCONTRACTORSUBCONTRACTORS:

A. Will you employ subcontractors? X (YES) _____ (NO)

B. If "YES", identify with each firm's name, address, telephone number and work to be subcontracted:

COMPANY NAME:	MDI
ADDRESS:	11230 Katherine's Crossing, Suite 300
	Woodridge, IL 60517
CONTACT PERSON:	Michael Stark
TELEPHONE NUMBER:	866.439.8060
WORK TO BE PROVIDED:	Delivery, minor installation, and connectivity of the Canon units.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	
COMPANY NAME:	
ADDRESS:	

CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

The Vendor will not change or use subcontractor not identified in this proposal without prior written approval from the County of DuPage.

A request for a change in subcontractor shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the County of DuPage.

FAILURE TO PROVIDE SUBCONTRACTORSUBCONTRACTORS MAY BE JUST CAUSE FOR REJECTION OF OFFEROR'S PROPOSAL.

DNBi Risk Management

Printed By: Steven Cohen
Date Printed: September 07, 2016

Live Report : CANON SOLUTIONS AMERICA, INC.

D-U-N-S® Number: 07-161-9878
Trade Names: (SUBSIDIARY OF CANON U.S.A., INC., MELVILLE, NY) - CANON USA INC - CORPORATE HEADQUARTERS
Endorsement/Billing Reference: jusantiago@csa.canon.com

D&B Address

Address	One Canon Park Melville, NY, US - 11747	**Location Type**	Headquarters (Subsidiary)
Phone	631 330-5000	**Web**	www.usa.canon.com
Fax			

Added to Portfolio:	09/17/2013
Last View Date:	06/23/2016
Endorsement :	jusantiago@csa.canon.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®	65	Paying 19 days past due
Commercial Credit Score Class	2	Low to Moderate Risk of severe payment delinquency.
Financial Stress Score Class	4	Moderate to High Risk of severe financial stress.
D&B Rating	1R4	1R indicates 10 or more Employees, Credit appraisal of 4 is limited
Credit Limit - D&B Aggressive	900,000.00	Based on profiles of other similar companies.
Credit Limit - D&B Conservative	400,000.00	Based on profiles of other similar companies.
Bankruptcy Found	No	

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

4
Days

Dollar-weighted average of **11984** payment experiences reported from **52** Companies

Recent Derogatory Events

	Jun-16	Jul-16	Aug-16
Placed for Collection	-	-	-
Bad Debt Written Off	-	3 on 3 acct	6 on 6 acct

D&B Company Overview

This is a headquarters (subsidiary) location

Branch(es) or Division(s) exist	Y
Chief Executive	YOROKU ADACHI, CHB
Year Started	1971
Employees	6600 (125 Here)
Financing	SECURED
SIC	7389
Line of business	Business services
NAICS	561990
History Status	CLEAR

FirstRain Company News

- Canon Solutions America Announces Aleyant
  2016-09-07T09:01:57 EST 9:01 AM-Tech News
- Adding Value and Services to Help In-Plants
  2016-09-06T19:20:15 EST 7:20 PM-In-plant
- Canon Solutions America Announces
  2016-09-06T10:42:27 EST 10:42 AM-TMC
- CAD Tech News (#49)
  2016-09-01T13:02:01 EST 1:02 PM-Cadalyst
- Canon Stresses Security with Latest PlotWave
  2016-08-28T01:59:01 EST 1:59 AM-Cadalyst
- nQueue and Canon Solutions America
  2016-08-25T21:42:59 EST 9:42 PM-Stamford
- Canon Solutions America Honored for
  2016-08-22T17:33:36 EST 5:33 PM-SIGN & Digital
- Books: Market Dynamics Taking Hold
  2016-08-22T07:18:35 EST 7:18 AM-Muller Martini
- Trekk Inc. honored for videos created for
  2016-08-19T10:07:24 EST 10:07 AM-Rockford
- Safeguard Your Large-Format Printing
  2016-08-18T20:20:23 EST 8:20 PM-In-plant
- Canon 2016 Analyst Summit Lays Out Plan To
  2016-08-12T10:11:54 EST 10:11 AM-IT News Online
- Books: Market Dynamics Taking Hold
  2016-08-08T13:42:13 EST 1:42 PM-Printing
- Canon Announces the Latest Version of
  2016-08-08T08:37:37 EST 8:37 AM-TMC
- Luminaire Inaugural Innovation Award Winners
  2016-08-05T13:01:36 EST 1:01 PM-OutputLinks
- AlphaGraphics Brookfield Explores New
  2016-08-02T09:06:12 EST 9:06 AM-Tech News
- "Xplor at Graph Expo" Event Sponsored by
  2016-07-27T13:01:45 EST 1:01 PM-OutputLinks
- Kentucky School uses uniFLOW for unified
  2016-07-27T11:22:32 EST 11:22 AM-Industry
- Canon Solutions, BCC Software Form Alliance
  2016-07-26T15:27:14 EST 3:27
- Strategic Relationship Opens New Efficiencies
  2016-07-25T09:01:45 EST 9:01 AM-OutputLinks
- Eric Hawkinson on Canon's Suprise Product at
  2016-07-20T10:42:13 EST 10:42 AM-Printing
- Canon Solutions America and BCC Software
  2016-07-20T02:50:48 EST 2:50
- Canon Unleashes Print and Voyager at drupa
  2016-07-19T13:53:42 EST 1:53 PM-Print Media
- The Rise of Inkjet as Experienced by PCI
  2016-07-19T10:11:54 EST 10:11 AM-IT News Online
- Canon Examines the Impact of G7 Process
  2016-07-12T12:42:46 EST 12:42 PM-Printing
- Feeding 'The Connection' That Starts with
  2016-07-08T13:44:20 EST 1:44 PM-Printing

Inkjet: In The Mainstream
2016-07-07T10:42:10 EST 10:42 AM-Printing

Guess Who Added a Cut-Sheet Inkjet Press
2016-07-01T19:10:17 EST 7:10 PM-In-plant

Finish with a Flourish: Fundamentals of Digital
2016-06-30T10:42:29 EST 10:42 AM-Printing

Direct Marketing: Getting the Media Mix Right
2016-06-29T23:53:15 EST 11:53 PM-Target

Canon Solutions America Outlines Commercial
2016-06-27T14:47:45 EST 2:47 PM-Desktop

Canon Solutions America Supports the Fifth
2016-06-24T07:13:24 EST 7:13 AM-StockHouse

Education Goes a Long Way
2016-06-22T14:42:23 EST 2:42 PM-Printing

Canon Outlines Possibilities of Dimensional
2016-06-22T10:22:48 EST 10:22 AM-Industry

DMS ink Elevates its Inkjet Capabilities with
2016-06-15T08:44:06 EST 8:44 AM-GlobeNewswire

Powered by FirstRain

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	9	08/19/15
Suits	1	10/13/11
UCCs	22	07/08/14

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

Corporate Linkage

Global Ultimate

Company	City , Country	D-U-N-S® NUMBER
CANON INC.	OTA-KU , JAPAN	69-054-9662

Parent

Company	City , State	D-U-N-S® NUMBER
CANON U.S.A., INC.	MELVILLE , New York	04-153-0692

Branches (Domestic)

Company	City , State	D-U-N-S® NUMBER
CANON SOLUTIONS AMERICA, INC.	HINSDALE , Illinois	00-233-0889
CANON SOLUTIONS AMERICA, INC.	LOS ANGELES , California	00-270-2863
CANON SOLUTIONS AMERICA, INC.	SALT LAKE CITY , Utah	00-381-9328
CANON SOLUTIONS AMERICA, INC.	PARAMUS , New Jersey	00-814-1384
CANON SOLUTIONS AMERICA, INC.	NEW HYDE PARK , New York	00-861-5895
CANON SOLUTIONS AMERICA, INC.	CHICAGO , Illinois	01-743-2522
CANON SOLUTIONS AMERICA, INC.	CHICAGO , Illinois	01-937-0209
CANON SOLUTIONS AMERICA, INC.	BOCA RATON , Florida	02-087-3522
CANON SOLUTIONS AMERICA, INC.	MILFORD , Connecticut	02-210-9578
CANON SOLUTIONS AMERICA, INC.	ENGLEWOOD , Colorado	02-683-9576
CANON SOLUTIONS AMERICA, INC.	ITASCA , Illinois	02-765-6805
CANON SOLUTIONS AMERICA, INC.	BEAVERTON , Oregon	03-445-4905
CANON SOLUTIONS AMERICA, INC.	TOPEKA , Kansas	03-757-7793
CANON SOLUTIONS AMERICA, INC.	AGOURA HILLS , California	04-227-5516
CANON SOLUTIONS AMERICA, INC.	SAN DIEGO , California	04-891-8432
CANON SOLUTIONS AMERICA, INC.	ALEXANDRIA , Virginia	04-915-2379
CANON SOLUTIONS AMERICA, INC.	PORTLAND , Maine	05-535-7516
CANON SOLUTIONS AMERICA, INC.	NOVI , Michigan	06-792-9690
CANON SOLUTIONS AMERICA, INC.	ITASCA , Illinois	06-724-0148
CANON SOLUTIONS AMERICA, INC.	WOODCLIFF LAKE , New Jersey	07-103-5302
CANON SOLUTIONS AMERICA, INC.	SPARKS , Nevada	07-541-8736
CANON SOLUTIONS AMERICA, INC.	WAYCROSS , Georgia	09-873-8813
CANON SOLUTIONS AMERICA, INC.	RIDGELAND , Mississippi	36-287-2629
CANON SOLUTIONS AMERICA, INC.	LEWISTON , Idaho	10-313-4388
CANON SOLUTIONS AMERICA, INC.	LOCKBOURNE , Ohio	10-488-4346

This list is limited to the first 25 branches.
For the complete list, Please logon to DNBi and view the Dynamic Family Tree Information.

Affiliates (Domestic)

Company	City , State	D-U-N-S® NUMBER
CANON FINANCIAL SERVICES, INC.	MOUNT LAUREL , New Jersey	02-197-4928
CANON BUSINESS SOLUTIONS-WEST, INC.	GARDENA , California	07-227-3220
CANON INFORMATION TECHNOLOGY SERVICES, INC.	CHESAPEAKE , Virginia	12-648-7508
CANON VIRGINIA INC	NEWPORT NEWS , Virginia	15-324-7531
CANON U.S. LIFE SCIENCES, INC.	ROCKVILLE , Maryland	17-961-4149
CANON BUSINESS PROCESS SERVICES, INC.	NEW YORK , New York	78-689-8726
VIRTUAL IMAGING, INC.	BOCA RATON , Florida	88-477-4951
OCE GOVERNMENT SERVICES, INC	SPRINGFIELD , Virginia	83-222-5382
CANON BIOMEDICAL, INC.	MELVILLE , New York	07-999-9773

Affiliates (International)

Company	City , Country	D-U-N-S® NUMBER
Canon Canada Inc	MISSISSAUGA , CANADA	20-770-1541
Canon Panama, S.A.	PANAMA CITY , PANAMA	85-368-4447
Canon do Brasil Industria e Comercio Ltda.	SAO PAULO , BRAZIL	89-751-2224
CANON ARGENTINA S.A.	Ciudad de Buenos Aires , ARGENTINA	97-019-6895

Company	City , Country	D-U-N-S® NUMBER

Predictive Scores

Currency: Shown in USD unless otherwise indicated

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

3	**Viability Score**	Lowest Risk:1 Highest Risk:9

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 3 have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked 3: **15 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

3	**Portfolio Comparison**	Lowest Risk:1 Highest Risk:9

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked 3 within this model segment have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked 3 with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

B	**Data Depth Indicator**	Predictive Data:A Descriptive Data:G

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

Z	**Company Profile**	**Subsidiary**

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating : **1R4**

Number of employees: 1R indicates 10 or more employees
Composite credit appraisal: 4 is limited

The 1R and 2R ratings categories reflect company size based on the total number of employees for the business. They are assigned to business files that do not contain a current financial statement. In 1R and 2R Ratings, the 2, 3, or 4 creditworthiness indicator is based on analysis by D&B of public filings, trade payments, business age and other important factors. 2 is the highest Composite Credit Appraisal a company not supplying D&B with current financial information can receive.

Below is an overview of the companys rating history since 02-22-1997

D&B Rating	Date Applied
1R4	03-17-2014
1R3	09-01-2011
1R4	07-12-2011
1R3	11-30-2004
1R4	12-31-2001
1R3	12-04-2001
1R4	12-21-2000
1R3	05-13-1998
1R4	04-08-1997
1R3	02-22-1997

Number of Employees Total:	6,600 (125 here)
Payment Activity:	**(based on 397 experiences)**
Average High Credit:	17,887
Highest Credit:	1,000,000
Total Highest Credit:	5,535,300

D&B Credit Limit Recommendation

Conservative credit Limit	400,000
Aggressive credit Limit:	900,000

Risk category for this business : **LOW**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.
Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files. The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class : 4

(Lowest Risk:1; Highest Risk:5)

Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.84 %** (84 per 10,000)
Financial Stress National Percentile : **24** (Highest Risk: 1; Lowest Risk: 100)
Financial Stress Score : **1423** (Highest Risk: 1,001; Lowest Risk: 1,875)
Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

Composite credit appraisal is rated limited.
Low proportion of satisfactory payment experiences to total payment experiences.
UCC Filings reported.
High proportion of slow payment experiences to total number of payment experiences.
High proportion of past due balances to total amount owing.
High number of inquiries to D & B over last 12 months.

Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	24
Region: MIDDLE ATLANTIC	44
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	52
Employee range: 500+	61
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms). The Credit Score class of 2 for this company shows that 2.5% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class : 2

Lowest Risk:1;Highest Risk :5

Incidence of Delinquent Payment

Among Companies with this Classification: **2.50 %**
Average compared to businesses in D&Bs database: **10.20 %**
Credit Score Percentile : **83** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **559** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

Higher risk industry based on delinquency rates for this industry
Proportion of past due balances to total amount owing
Evidence of open suits and liens
Proportion of slow payments in recent months

Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	83
Region: MIDDLE ATLANTIC	51
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	43
Employee range: 500-38527	84
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Trade Payments

Currency: Shown in USD unless otherwise indicated

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX is	**65**	Equal to 19 days beyond terms (Pays more slowly than the average for its industry of 6 days beyond terms)
Industry Median is	**76**	Equal to 6 days beyond terms
Payment Trend currently is		Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	397
Payments Within Terms (not weighted)	76 %
Trade Experiences with Slow or Negative Payments(%)	30.73%
Total Placed For Collection	1
High Credit Average	17,887
Largest High Credit	1,000,000
Highest Now Owing	1,000,000
Highest Past Due	700,000

D&B PAYDEX® : 65

(Lowest Risk:100; Highest Risk:1)

When weighted by amount, payments to suppliers average 19 days beyond terms

3-Month D&B PAYDEX® : 65

(Lowest Risk:100; Highest Risk:1)

Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 19 days beyond terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Business services , based on SIC code 7389 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	10/15	11/15	12/15	1/16	2/16	3/16	4/16	5/16	6/16	7/16	8/16	9/16
This Business	74	74	74	74	75	67	68	69	67	69	65	65
Industry Quartiles												
Upper	.	.	80	.	.	80	.	.	80	.	.	.
Median	.	.	76	.	.	76	.	.	76	.	.	.
Lower	.	.	68	.	.	68	.	.	68	.	.	.

Current PAYDEX for this Business is 65 , or equal to 19 days beyond terms
The 12-month high is 75 , or equal to 8 DAYS BEYOND terms
The 12-month low is 65 , or equal to 19 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Business services , based on SIC code 7389 .

Previous Year	09/14 Q3'14	12/14 Q4'14	03/15 Q1'15	06/15 Q2'15
This Business	UN	74	74	74
Industry Quartiles				
Upper	80	80	80	80
Median	76	76	76	76
Lower	68	68	69	68

Based on payments collected over the last 4 quarters.
Current PAYDEX for this Business is 65 , or equal to 19 days beyond terms
The present industry median Score is 76 , or equal to 6 days beyond terms
Industry upper quartile represents the performance of the payers in the 75th percentile
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	9	3,550,000	50%
50,000-100,000	9	570,000	80%
15,000-49,999	30	750,000	67%
5,000-14,999	54	355,000	72%
1,000-4,999	72	127,500	69%
Under 1,000	127	31,600	69%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

- There are 397 payment experience(s) in D&Bs file for the most recent 24 months, with 180 experience(s) reported during the last three month period.
- The highest Now Owes on file is 1,000,000 . The highest Past Due on file is 700,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Revd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 (%)	31-60 (%)	61-90	90>
Top Industries								
Public finance	82	126,950	30,000	97	3	0	0	0
Telephone communictns	39	1,181,350	700,000	97	3	0	0	0
Executive office	24	12,450	5,000	100	0	0	0	0
Nonclassified	23	1,193,400	1,000,000	8	87	5	0	0
Electric services	16	67,400	55,000	96	4	0	0	0
Help supply service	13	236,000	100,000	54	23	5	16	2
Trucking non-local	11	57,600	35,000	43	46	7	0	4
Misc equipment rental	9	56,000	30,000	46	54	0	0	0
Misc business service	8	214,500	100,000	89	9	2	0	0
Mfg computers	6	236,000	200,000	14	84	0	0	2
Radiotelephone commun	6	48,600	35,000	63	37	0	0	0
Ret misc merchandise	5	20,700	15,000	52	12	0	0	36
Short-trm busn credit	5	47,750	15,000	100	0	0	0	0
Whol office supplies	4	1,095,000	1,000,000	52	1	47	0	0
Whol nondurable goods	4	110,000	100,000	54	1	45	0	0
Whol computers/softwr	4	116,100	100,000	100	0	0	0	0
Whol service paper	4	81,500	80,000	100	0	0	0	0
Ret stationery	4	47,850	40,000	42	8	0	0	50
Whol electrical equip	4	6,100	5,000	100	0	0	0	0
Misc publishing	4	1,000	750	20	5	0	0	75
Truck rental/leasing	3	95,300	95,000	100	0	0	0	0
Whol printing paper	3	20,250	15,000	99	0	0	1	0
Detective/guard svcs	3	13,250	7,500	75	19	0	0	6
Mfg misc office eqpt	3	4,000	2,500	0	38	0	0	62
Police protection	3	1,300	1,000	100	0	0	0	0
Passenger car rental	2	57,500	50,000	93	7	0	0	0
Whol industrial equip	2	5,050	5,000	0	50	0	0	50
Paper mill	2	6,000	5,000	100	0	0	0	0
Whol electronic parts	2	2,600	2,500	100	0	0	0	0
Management consulting	1	60,000	60,000	50	50	0	0	0
Data processing svcs	1	55,000	55,000	0	100	0	0	0
Employment agency	1	45,000	45,000	100	0	0	0	0
Whol durable goods	1	25,000	25,000	50	50	0	0	0
Whol heating/ac equip	1	10,000	10,000	50	0	50	0	0
Whol groceries	1	7,500	7,500	100	0	0	0	0
Mfg environment cntrl	1	7,500	7,500	100	0	0	0	0
Operative builders	1	2,500	2,500	0	0	0	0	100
Admin public health	1	2,500	2,500	100	0	0	0	0
Mfg refrig/heat equip	1	1,000	1,000	0	0	0	0	100
State commercial bank	1	1,000	1,000	0	100	0	0	0
Gravure printing	1	1,000	1,000	100	0	0	0	0
Newspaper-print/publ	1	1,000	1,000	100	0	0	0	0
Whol office equipment	1	750	750	0	50	0	0	50
Mfg plastic sheet/flm	1	750	750	0	100	0	0	0
Whol chemicals	1	500	500	100	0	0	0	0
Industrial launderer	1	250	250	50	50	0	0	0
Mfg photograph equip	1	250	250	0	100	0	0	0
Mfg glass products	1	250	250	0	100	0	0	0
Mfg roasted coffee	1	250	250	100	0	0	0	0
Ret auto supplies	1	250	250	100	0	0	0	0
Ret mail-order house	1	100	100	50	0	0	0	50

General auto repair	1	50	50	0	0	50	0	50
Federal savings bank	1	50	50	50	50	0	0	0
Lithographic printing	1	50	50	100	0	0	0	0
Investment advice	1	50	50	0	100	0	0	0
Personal credit	1	50	50	100	0	0	0	0
Misc business credit	1	0	0	0	0	0	0	0
Other payment categories								
Cash experiences	52	12,000	2,500					
Payment record unknown	13	111,450	100,000					
Unfavorable comments	5	27,750	15,000					
Placed for collections	1	N/A	0					
Total in D&B's file	397	5,535,300	1,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
08/16	Ppt		2,500	0		1 mo
	Ppt		5,000	0		1 mo
	Ppt		10,000	0		1 mo
	Ppt		2,500	0		1 mo
	Ppt	100,000	2,500	100		1 mo
	Ppt	15,000	10,000	0		1 mo
	Ppt	10,000	7,500	0		1 mo
	Ppt	7,500	2,500	0		1 mo
	Ppt	5,000	2,500	0	N30	1 mo
	Ppt	5,000	0	0		2-3 mos
	Ppt	2,500	50	0		1 mo
	Ppt	2,500	2,500	0	N30	1 mo
	Ppt	1,000	50	0	N30	1 mo
	Ppt	1,000	0	0		6-12 mos
	Ppt	750	750	0		1 mo
	Ppt	500	0	0		1 mo
	Ppt	500	100	0		1 mo
	Ppt	250	100	0		1 mo
	Ppt	100	0	0		6-12 mos
	Ppt	100	0	0	N30	6-12 mos
	Ppt	0	0	0	N30	6-12 mos
	Ppt-Slow 30	35,000	10,000	0		1 mo
	Ppt-Slow 30	7,500	5,000	5,000		1 mo
	Ppt-Slow 30	5,000	0	0		1 mo
	Ppt-Slow 30	100	0	0	N30	4-5 mos
	Ppt-Slow 60	10,000	5,000	1,000		1 mo
	Ppt-Slow 90+	15,000	1,000	0		1 mo
	Slow 30	2,500	2,500	2,500	N30	1 mo
	Slow 30-60	5,000	5,000	5,000		1 mo
	Slow 30-60	2,500	2,500	2,500		1 mo
	Slow 90+	2,500	2,500	2,500		6-12 mos
	Slow 30-120	7,500	2,500	2,500		1 mo
	Slow 60-120	250	100	100		1 mo

	Slow 120	100	0	0	N30	6-12 mos
	(035) Bad debt .		2,500	2,500		6-12 mos
	(036) Bad debt .		750	750		6-12 mos
	(037) Bad debt .		250	250		6-12 mos
	(038) Bad debt .	2,500	50	50		2-3 mos
	(039) Satisfactory .	1,000	0	0		1 mo
07/16	Ppt		0	0		6-12 mos
	Ppt	95,000	0	0		6-12 mos
	Ppt	45,000	15,000	0	N30	1 mo
	Ppt	7,500	7,500	0		1 mo
	Ppt	5,000	2,500	0		1 mo
	Ppt	2,500	0	0		1 mo
	Ppt	2,500	0	0		4-5 mos
	Ppt	1,000	0	0		2-3 mos
	Ppt	1,000	0	0		2-3 mos
	Ppt	1,000	500	0		1 mo
	Ppt	1,000	1,000	0		1 mo
	Ppt	750	250	0		
	Ppt	750	750	0		1 mo
	Ppt	750	500	0		1 mo
	Ppt	750	0	0		6-12 mos
	Ppt	500	0	0		2-3 mos
	Ppt	100	0	0		4-5 mos
	Ppt	100	100	0		1 mo
	Ppt	50	0	0		6-12 mos
	Ppt	50	0	0		6-12 mos
	Ppt	50	0	0		6-12 mos
	Ppt	50	0	0		6-12 mos
	Ppt-Slow 30	100,000	50,000	7,500		1 mo
	Ppt-Slow 30	1,000	50	50		2-3 mos
	Ppt-Slow 30	50	0	0		1 mo
	Ppt-Slow 90+	2,500	2,500	2,500		6-12 mos
	Slow 15-30	20,000	10,000	5,000		1 mo
	Slow 60	500	0	0		4-5 mos
	(068) Bad debt .	2,500	500	0		1 mo
06/16	Ppt					1 mo
	Ppt	2,500				1 mo
	Ppt	2,500				1 mo
	Ppt	1,000	0	0		6-12 mos
	Ppt	1,000				1 mo
	Ppt	750	750	0		1 mo
	Ppt	500				1 mo
	Ppt	250				1 mo
	Ppt	100				1 mo
	Ppt	50				1 mo
05/16	Ppt	2,500				1 mo
	Ppt	100	0	0		6-12 mos

Payments Detail Key: red - 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	9	08/19/15
Suits	1	10/13/11
UCCs	22	07/08/14

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	**6,578 ((LANE TRANSIT DISTRICT))**
Status	**Open**
CASE NO.	2015 71180
Type	State Tax
Filed By	STATE OF OR
Against	CANON SOLUTIONS AMERICA INC.
Where Filed	WASHINGTON COUNTY RECORDERS OFFICE, HILLSBORO, OR
Date Status Attained	08/19/15
Date Filed	08/19/15
Latest Info Received	09/09/15

Amount	**215 (Withholding)**
Status	**Open**
CASE NO.	2015 71181
Type	State Tax
Filed By	STATE OF OR
Against	CANON SOLUTIONS AMERICA INC.
Where Filed	WASHINGTON COUNTY RECORDERS OFFICE, HILLSBORO, OR
Date Status Attained	08/19/15
Date Filed	08/19/15
Latest Info Received	09/09/15

Amount	**15,645 ((LANE TRANSIT DISTRICT))**
Status	**Open**
CASE NO.	2015 71182
Type	State Tax
Filed By	STATE OF OR
Against	CANON SOLUTIONS AMERICA INC.
Where Filed	WASHINGTON COUNTY RECORDERS OFFICE, HILLSBORO, OR
Date Status Attained	08/19/15
Date Filed	08/19/15
Latest Info Received	09/09/15

Amount	**1,842**
Status	**Open**
CASE NO.	20150106656
Type	State Tax
Filed By	COLO ST REVENUE
Against	CANON SOLUTIONS AM INC
Where Filed	DENVER COUNTY RECORDER OF DEEDS, DENVER, CO
Date Status Attained	07/31/15
Date Filed	07/31/15
Latest Info Received	08/12/15

Status	**Open**
DOCKET NO.	15-0075971
Type	State Tax
Filed By	STATE OF ALABAMA
Against	OCE NORTH AMERICA INC, TRUMBULL, CT
Where Filed	SECRETARY OF STATE/UCC DIVISION, MONTGOMERY, AL
Date Status Attained	02/17/15
Date Filed	02/17/15
Latest Info Received	02/22/15

Amount	**188,480**
Status	**Open**
CASE NO.	J14000598770
Type	Judgment lien
Filed By	STATE OF FLORIDA, DEPARTMENT OF REVENUE
Against	CANON SOLUTIONS AMERICA INC, BURLINGTON, NJ
Where Filed	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
Date Status Attained	05/09/14
Date Filed	05/09/14
Latest Info Received	09/04/14

Amount	**188,480**
Status	**Terminated**
CASE NO.	J15000183844
Type	Judgment lien
Filed By	STATE OF FLORIDA, DEPARTMENT OF REVENUE
Against	CANON SOLUTIONS AMERICA INC, BURLINGTON, NJ
Where Filed	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
Date Status Attained	02/05/15
Date Filed	05/09/14
Latest Info Received	04/27/15

Amount	**22,071**
Status	**Open**
DOCKET NO.	201300024031
Type	State Tax
Filed By	COMMONWEALTH OF PA DEPARTMENT OF REVENUE

Against	OCE IMAGISTICS, 17 19 TRUMBULL, CT
Where Filed	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA
Date Status Attained	12/19/13
Date Filed	12/19/13
Latest Info Received	12/20/13

Amount	**8,942**
Status	**Released**
DOCKET NO.	116918887
Type	State Tax
Filed By	WORKFORCE SER
Against	CANON BUSINESS SOLUTIONS, NEW YORK, NY
Where Filed	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT
Date Status Attained	09/27/11
Date Filed	06/06/11
Latest Info Received	10/14/11

Suits

Suit Amount	**1,516**
Status	**Pending**
CASE NO.	CSM11838880
Plaintiff	CATAPULT ADVISORS LLC
Defendant	CANON BUSINESS SOLUTIONS INC., SAN FRANCISCO, CA
Cause	UNFAIR BUSINESS PRACTICE
Where filed	SAN FRANCISCO COUNTY SMALL CLAIMS COURT, SAN FRANCISCO, CA
Date status attained	10/13/11
Date filed	10/13/11
Latest Info Received	10/21/11

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

UCC Filings

Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - and OTHERS
Type	Amendment
Sec. Party	IBM CREDIT LLC
Debtor	CANON BUSINESS SOLUTIONS, INC.
Filing No.	1201230045950
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2012-01-23
Latest Info Received	01/31/12
Original UCC Filed Date	2010-01-05
Original Filing No.	1001055009313

Type	Amendment

Sec. Party	IBM CREDIT LLC
Debtor	CANON SOLUTIONS AMERICA, INC.
Filing No.	1404015325395
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2014-04-01
Latest Info Received	04/14/14
Original UCC Filed Date	2010-01-05
Original Filing No.	1001055009313

Collateral	Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Leased Business machinery/equipment and proceeds - and OTHERS
Type	Original
Sec. Party	PNC EQUIPMENT FINANCE, LLC, CINCINNATI, OH
Debtor	CANON BUSINESS SOLUTIONS, INC. and OTHERS
Filing No.	1405020238933
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2014-05-02
Latest Info Received	05/10/14

Collateral	Business machinery/equipment
Type	Amendment
Sec. Party	EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor	OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No.	40000072299427
Filed With	SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR
Date Filed	2013-07-09
Latest Info Received	07/11/13
Original UCC Filed Date	2012-08-02
Original Filing No.	40000054704589

Type	Amendment
Sec. Party	EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor	OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No.	40000073845960
Filed With	SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR
Date Filed	2013-08-06
Latest Info Received	08/07/13
Original UCC Filed Date	2012-08-02
Original Filing No.	40000054704589

Collateral	Business machinery/equipment
Type	Amendment

Sec. Party	EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor	OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No.	40000075233529
Filed With	SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR
Date Filed	2013-08-31
Latest Info Received	09/01/13
Original UCC Filed Date	2012-08-02
Original Filing No.	40000054704589

Collateral	Business machinery/equipment
Type	Amendment
Sec. Party	EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor	OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No.	40000077078457
Filed With	SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR
Date Filed	2013-10-04
Latest Info Received	10/05/13
Original UCC Filed Date	2012-08-02
Original Filing No.	40000054704589

Collateral	Business machinery/equipment
Type	Amendment
Sec. Party	EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor	OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No.	40000081061070
Filed With	SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR
Date Filed	2013-12-27
Latest Info Received	12/31/13
Original UCC Filed Date	2012-08-02
Original Filing No.	40000054704589

Collateral	Business machinery/equipment
Type	Amendment
Sec. Party	EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor	OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No.	40000083451419
Filed With	SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR
Date Filed	2014-02-12
Latest Info Received	02/18/14
Original UCC Filed Date	2012-08-02
Original Filing No.	40000054704589

Collateral	Business machinery/equipment
Type	Amendment
Sec. Party	EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor	OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No.	40000083574758
Filed With	SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR
Date Filed	2014-02-14
Latest Info Received	02/18/14
Original UCC Filed Date	2012-08-02
Original Filing No.	40000054704589

Collateral	Computer equipment
Type	Original
Sec. Party	MITSUBISHI IMAGING (MPM), INC., RYE, NY
Debtor	CANON BUSINESS SOLUTIONS WEST, GARDENA, CA
Filing No.	067056540598
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	2006-01-24
Latest Info Received	02/07/06

Collateral	Leased Equipment and proceeds
Type	Original
Sec. Party	OCE FINANCIAL SERVICES, INC., CHICAGO, IL
Debtor	CANON BUSINESS SOLUTIONS-EAST, INC.
Filing No.	25609929
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2010-04-23
Latest Info Received	07/07/10

Collateral	Leased Computer equipment and proceeds
Type	Original
Sec. Party	DELL FINANCIAL SERVICES, L.P., AUSTIN, TX
Debtor	CANON BUSINESS SOLUTIONS, INC.
Filing No.	0802225188693
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2008-02-22
Latest Info Received	03/05/08

Collateral	Leased Computer equipment and proceeds
Type	Original
Sec. Party	DELL FINANCIAL SERVICES L.P., AUSTIN, TX
Debtor	CANON BUSINESS SOLUTIONS-EAST, INC

Filing No.	0705155492801
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2007-05-15
Latest Info Received	05/22/07

Collateral	Leased Computer equipment and proceeds
Type	Original
Sec. Party	DELL FINANCIAL SERVICES L.P., AUSTIN, TX
Debtor	CANON BUSINESS SOLUTIONS - EAST, INC.
Filing No.	2007 1613719
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2007-04-30
Latest Info Received	06/12/07

Collateral	Leased Computer equipment and proceeds
Type	Original
Sec. Party	DELL FINANCIAL SERVICES L.P., AUSTIN, TX
Debtor	CANON BUSINESS SOLUTIONS-EAST, INC
Filing No.	0606085563605
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2006-06-08
Latest Info Received	06/30/06

Collateral	Leased Computer equipment and proceeds
Type	Original
Sec. Party	DELL FINANCIAL SERVICES, L.P., AUSTIN, TX
Debtor	CANON BUSINESS SOLUTIONS - EAST, INC
Filing No.	0602075127269
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2006-02-07
Latest Info Received	03/10/06

There are additional UCCs in D&Bs file on this company available by contacting 1-800-234-3867.

Government Activity

Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	CANON SOLUTIONS AMERICA, INC.
Doing Business As :	(SUBSIDIARY OF CANON U.S.A., INC., MELVILLE, NY) , CANON USA INC - CORPORATE HEADQUARTERS
Street Address:	One Canon Park Melville , NY 11747
Phone:	631 330-5000
URL:	http://www.usa.canon.com
History	Is clear
Present management control	45 years

History

The following information was reported: **04/04/2016**

Officer(s):	YOROKU ADACHI, CHB SEYMOUR LIEBMAN, V CHB-SEC TOYOTSUGU KUWAMURA, PRES KUNIHIKO TEDO, TREAS
DIRECTOR(S) :	THE OFFICER(S)

The New York Secretary of State's business registrations file showed that Canon Solutions America Inc was registered as a Corporation on March 19, 1971, under the file registration number 304603.

Business started 1971. 100% of capital stock is owned by Parent Company.

Secondary phone number :
-631 330-5560.

YOROKU ADACHI. Antecedents are unknown.

SEYMOUR LIEBMAN. Antecedents are unknown.

TOYOTSUGU KUWAMURA. Antecedents are unknown.

KUNIHIKO TEDO. Antecedents are unknown.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF
Sep 02 2016
The following data is not an official record of the Department of State or the State of New York and Dun & Bradstreet is not an employee or agent thereof.

Registered Name:	CANON SOLUTIONS AMERICA, INC.
Business type:	CORPORATION

Corporation type:	PROFIT
Date incorporated:	Mar 19 1971
State of incorporation:	NEW YORK
Filing date:	Mar 19 1971
Registration ID:	304603
Duration:	PERPETUAL
Status:	ACTIVE
Where filed:	SECRETARY OF STATE/CORPORATION DIVISION , ALBANY , NY
Registered agent:	CORPORATION SERVICE COMPANY , 80 STATE STREET , ALBANY , NY , 122072543
Principals:	TOYOTSUGU KUWAMURA , CHAIRMAN OF THE BOARD , ONE CANON PARK , MELVILLE , NY , 117470000

Operations

04/04/2016

Description:	Subsidiary of CANON U.S.A., INC., MELVILLE, NY started 1966 which operates as a wholesaler of business machines and photographic products. Parent company owns 100% of capital stock. Parent company has numerous other subsidiary (ies). As noted, this company is a subsidiary of Canon U.S.A., Inc., DUNS #04-153-0692, and reference is made to that report for background information on the parent company and its management. No current financial information is reported. Operates business services, specializing in advertising, promotional and trade show services (100%). Has 40,000 account(s). Terms are cash Net 10 days, contractual basis and Net 30 days. Sells to non profit organizations, retail, commercial concerns and government. Territory : Regional. Nonseasonal.
Employees:	6,600 which includes officer(s). 125 employed here.
Facilities:	Rents 77,000 sq. ft. in a single story brick building.
Branches:	This business has multiple branches, detailed branch/division information is available in Dun & Bradstreets linkage or family tree products.

SIC & NAICS

SIC:
Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.
The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.
7389 0300 Advertising, promotional, and trade show services
NAICS:

561990 All Other Support Services

Financials

Company Financials: D&B

Additional Financial Data

As of April 4, 2016, attempts to contact the management of this business have been unsuccessful. Inside and outside sources confirmed operation and location.

Key Business Ratios

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments 13

Industry Norms Based On 13 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	UN	2.5	UN
Return on Net Worth %	UN	7.7	UN
Short-Term Solvency			
Current Ratio	UN	1.2	UN
Quick Ratio	UN	0.9	UN
Efficiency			
Assets to Sales %	UN	174.9	UN
Sales / Net Working Capital	UN	6.2	UN
Utilization			
Total Liabilities / Net Worth (%)	UN	225.7	UN

UN = Unavailable

Associations

All Credit Files Created from this D&B Live Report

Company Name	Type	Status	Date Created
Canon	Application - #FCET34HFB	Approved	09/17/2013 12:38 PM EDT
CANON SOLUTIONS AMERICA, INC.	Application - #FCVBHNX4N	Further Review Required	05/13/2014 05:38 PM EDT

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

Company Name	Type	Status	Date Created
CANON BUSINESS SOLUTIONS, INC.	Account - #1002800	Credit Review Required	02/20/2012 01:42 AM EST
CANON BUSINESS SOLUTIONS	Account - #269194	Credit Review Required	03/16/2012 04:29 PM EDT
Canon	Application - #FCET34HFB	Approved	09/17/2013 12:38 PM EDT
CANON SOLUTIONS AMERICA, INC.	Application - #FCVBHNX4N	Further Review Required	05/13/2014 05:38 PM EDT

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

Days Beyond Terms - Past 3 & 12 Months

3 months from Jul 16 to Sep 16

4
Days

Dollar-weighted average of **11984** payment experiences reported from **52** companies

12 months from Oct 15 to Sep 16

7
Days

Dollar-weighted average of **15527** payment experiences reported from **97** companies

Derogatory Events Last 12 Months from Sep 15 to Aug 16

Status	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16
Placed for collection	-	-	-	-	-	-	-	-	250 on 1 acct	-	-	-
Bad debt written off	8,745 on 3 acct	10,982 on 4 acct	10,982 on 4 acct	-	10,982 on 4 acct	10,982 on 4 acct	10,982 on 4 acct	10,982 on 4 acct	41,433 on 5 acct	7,237 on 6 acct	1,358 on 3 acct	-

Total Amount Current and Past Due - 12 month trend from Sep 15 to Aug 16

Status	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16
Total	2,455,958	2,910,339	2,532,255	3,809,445	4,818,485	5,361,036	5,106,099	4,887,830	4,444,650	2,546,208	3,321,172	3,254,719
Current	2,324,436	2,489,510	2,088,058	3,451,841	3,603,800	2,767,531	2,519,903	2,576,321	2,703,097	2,265,528	2,485,804	2,422,305
1-30 Days Past Due	75,839	352,523	90,038	86,155	849,190	2,260,122	2,221,997	1,891,917	1,393,738	170,481	335,589	334,233
31-60 Days Past Due	10,621	31,986	303,311	222,749	235,199	81,295	138,727	156,984	113,004	68,883	30,724	30,496
61-90 Days Past Due	3,830	7,661	23,084	1,775	27,173	39,688	35,952	47,026	48,560	2,795	106,928	106,745
90+ Days Past Due	41,232	28,659	27,764	46,925	103,123	212,400	189,520	215,582	186,251	38,521	362,127	360,940

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File Number 6577-856-4

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

CANON SOLUTIONS AMERICA, INC., INCORPORATED IN NEW YORK AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON OCTOBER 29, 2007, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 9TH *day of* FEBRUARY *A.D.* 2018 .

Authentication #: 1804001444 verifiable until 02/09/2019

Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: NewYork.Certs@marsh.com Fax: 212-948-0500

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sompo Japan Insurance Company of America	
INSURER B : Tokio Marine America Insurance Company	10945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Canon Solutions America, Inc.
One Canon Park
Melville, NY 11747

COVERAGES **CERTIFICATE NUMBER:** NYC-009357396-27 **REVISION NUMBER:** 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	X **COMMERCIAL GENERAL LIABILITY**			CLL6404741-07	11/01/2017	11/01/2018	EACH OCCURRENCE	$	1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$	1,000,000
	[ ] OTHER:							$	
A	**AUTOMOBILE LIABILITY**			FTA40003D0 (AOS)	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
A	X ANY AUTO			ACV40995R0 (MA)	11/01/2017	11/01/2018	BODILY INJURY (Per person)	$	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
							COMP/COLL DED	$	1,000
B	X **UMBRELLA LIAB** [X] OCCUR			CU6404740-07	11/01/2017	11/01/2018	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	5,000,000
	[ ] DED [X] RETENTION $ 10,000							$	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WCD40058G0 (AOS)	11/01/2017	11/01/2018	X PER STATUTE [ ] OTH-ER		
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A		WCR40003D0 (WI)	11/01/2017	11/01/2018	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage Only.

CERTIFICATE HOLDER

Canon Solutions America, Inc.
One Canon Park
Melville, NY 11747

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

William Mollica

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Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Canon Solutions America, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
300 Commerce Square Blvd

Requester's name and address (optional)

6 City, state, and ZIP code
Burlington, NJ 08016

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
1	3	–	2	6	7	7	0	0	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Bernard Martin Date ▶ 1/1/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Canon U.S.A., Inc.
One Canon Park
Melville, NY 11747
Tel: 631.330.5000

January 2, 2018

To Whom It May Concern:

Canon Solutions America, Inc., headquartered at One Canon Park, Melville, New York 11747, is a non-exclusive Canon Business Imaging Solutions Group Dealer.

Under the terms of the Canon Business Imaging Solutions Group Retail Dealer Agreement, this dealer is presently authorized to sell and service the Canon Business Imaging Solutions Group machines listed in response to your Request for Proposal, which may include the Océ VarioPrint DP machines, and related Canon Business Imaging Solutions Group supplies and parts.

The agreement requires that the dealer enroll technicians in Canon training programs to enable the Dealer to properly maintain each model of the products it is authorized to sell. The agreement also provides that the dealer shall maintain an adequate inventory of parts and supplies to service all the Canon Business Imaging Solutions Group machines sold by it. The contractual commitments by the dealer have been established by Canon to afford the user of the Canon Business Imaging Solutions Group products adequate service facilities to properly maintain these products.

In the unlikely event that Canon Solutions America, Inc. should not continue in business as an authorized Canon Business Imaging Solutions Group Dealer, Canon U.S.A., Inc. will use commercially reasonable efforts to make arrangements to find a suitable replacement facility.

If there are further questions, please contact the Canon Regional Office.

Very truly yours,

CANON U.S.A., INC.

Toyotsugu Kuwamura
Executive Vice President and General Manager
Business Imaging Solutions Group

Canon
CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.
One Canon Park
Melville, NY 11747

Phone: 800.815.4000
www.csa.canon.com

January 2, 2018

Re: Assignment of Contract

To Whom It May Concern:

Canon Solutions America, Inc. requires the right of assignment to any affiliate which is a wholly owned subsidiary of Canon U.S.A., Inc., a company dedicated to providing the highest level of Canon brand products, services and financing to our customers, such as Canon Financial Services, Inc.

Canon Financial Services, Inc. is the billing entity for lease transactions for Canon Solutions America, Inc. Canon Financial Services, Inc. has specialized in delivering high content invoices, including lease and maintenance charges, in a variety of formats (paper, electronic, web) to meet our customer's needs. An assignment might occur either as a result of lease/billing requirements or corporate restructure, either of which would not result in decreased service capability.

We trust in the strength of the relationship among the Canon companies will meet your requirements for written consent to assignment.

Sincerely,

Noaki Sannomiya
Senior Vice President, Marketing, ESS

Canon Solutions America, Inc. Agreements and Documents

Enterprise Solutions and Services (ESS)

Ancillary Form Agreements

Canon Solutions America, Inc.

National IPA Contract # FI-R-0251-18 – Document Exhibits

CSA Documents:

1. **Acquisition Agreement Lease or Purchase (SLS-OO4N – October 2018)** –

   This document is used for the acquisition of equipment when customer is:

   a. Purchasing equipment and is not getting maintenance from CSA.

   b. Considering a leasing company other than CFS

   c. Requiring that equipment and maintenance be kept separate

2. **Lease Upgrade, Trade-in, Return or Buy-out Reimbursement addendum (SLS-OO4 B – March 2018)**

   This document is used for Trade ins/Buy-out of existing leases of equipment

3. **Software Acquisition Agreement Lease or Purchase (SLS-122N – October 2018)**

   This document is used for the acquisition of Software when customer is:

   a. Purchasing software ONLY

   b. Considering a leasing company other than CFS (for software ONLY).

4. **Maintenance Agreement (SER – 023N – October 2018)**

   This document is used for maintenance on equipment when customer is:

   a. Purchasing equipment and is getting maintenance from CSA.

   b. Considering a leasing company other than CFS

   c. Requiring CSA to keep equipment and maintenance separate

   d. Acquiring Maintenance ONLY from CSA (existing equipment Maintenance renewal/re-write)

5. **Subscription Support Services Agreement (SER-025 March 2018)**

   This document is used for the acquisition of support services (e.g. implementation services, training, system support, etc.)

6. **Unified Lease Agreement (Fixed Itemized) – (SLS-107F/CFS-1209 - September 2018)**

   This document is used for Leasing equipment when customer is:

   a. Acquiring BOTH equipment and maintenance from CSA

   b. Requiring transaction to show equipment and maintenance as SEPARATE line items. This provides the option of "Maintenance" including base images or no base images.

      SLAs on this ULA include a 5% reduction in Maintenance portion of the quarterly invoice on the effected machine(s).

Payment *				
Base		Maintenance		Total
$ _____	+	$ _____	=	$ _____
				(* Plus applicable taxes)

7. **Unified Lease Agreement (Fixed Blended) – (SLS-109F/CFS-1210- September 2018)**

   This document is used for Leasing equipment when customer is:

   a. Acquiring BOTH equipment and maintenance from CSA

b. Requiring transaction to show equipment and maintenance as a BLENDED line item. This usually includes a "base" number of images included in the monthly payment.

SLAs on this ULA include a "flat" $25 remedy for missed SLAs.

Payment *
$ _____ (* Plus applicable taxes)

8. **ULA NIPA addendum (Fixed) – No form # or date – Required for all ULA NIPA transactions.**
9. **CFS Fiscal Funding Addendum -- (CFS - 1220 – 08/16)**
10. **Combined Purchase & Maintenance Agreement – Fixed – (SLS -108F- October 2018)**

This document is used for acquisition of equipment AND maintenance when customer is:

a. Purchasing equipment and maintenance from CSA.

b. Considering a leasing company other than CFS

c. Asking to keep equipment and maintenance consolidated on one document.

11. **Managed Print Services ("MPS") Agreement (SER-024 – July 2018)**
12. **MPS Customer Expectations Document (July 2018)**

These TWO (2) documents (#11 & #12) are used for acquisition of break/fix services related to networked, desk-top printers. Please note the following:

a. Purchase/Lease of desktop printers will require the applicable document(s) noted herein above.

b. MPS cover maintenance of desk top printers and provision of related toner/supplies ONLY.

c. Desk top printers managed under MPS are NOT subject to SLAs.

Special documents:

CFS Fiscal funding addendum – ONLY for customers who are pre-approved by CFS for fiscal funding up front.

CFS NIPA addendum (*CFS-1250)* – This addendum is used on an ad-hoc basis for those customer who inadvertently are provided with NON-NIPA versions of the ULA and for those customers who prefer a separate CFS lease. This says the ULA transaction will be governed by the specific County of DuPage contract terms.

Purchase Order Transactions must include the following statement:

"Notwithstanding any provision of this purchase order to the contrary, the use of this purchase order shall be for the Customer's administrative convenience only, and any terms and conditions in this purchase order which conflict with or vary from the terms contained in Contract FI-R-0251-18 between Canon Solutions America, Inc. and the County of DuPage, shall be deemed null and void."

Service Pricing note: Service pricing under NIPA is FIXED. Standard Service pricing and corresponding ULAs cannot be utilized on NIPA transactions.

Canon
CANON SOLUTIONS AMERICA

ACQUISITION AGREEMENT LEASE OR PURCHASE

National IPA

#_____

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Salesperson _____ Order Date: _____ / _____ / _____

Customer ("you"):	Customer Account:	**Ship To:**	Customer Account:
Company:		Company:	
Address:		Address:	
City:	County:	City:	County:
State:	Zip: / Phone #:	State:	Zip: / Phone #:
Contact:	Fax #:	Contact:	Fax #:
Email:		Email:	

Lease or Purchase:

☐ You agree to lease the items listed below or in any addendum(s) to this Agreement from the Leasing Company identified below, at the fixed periodic lease payments indicated below or in any addendum(s) to this Agreement and for the fixed term specified in the lease agreement between you and the Leasing Company. Delivery to you of the items specified is contingent on you signing a lease agreement with the Leasing Company.

☐ Canon Financial Services, Inc. ☐ Other (Name of Leasing Company):_____

☐ You agree to purchase the items listed below or in any addendum(s) to this Agreement, for the purchase price specified.

The "bill to" for the items listed is the Leasing Company or you, depending on which box is checked above.

PLEASE PRINT

Equipment, Supplies and Licenses of Application Software with listed third party support contracts:

Item Code	Product Description	Qty	Unit Price	Periodic Lease Payment or Purchase Price

This transaction shall be governed in all respects by the Terms and conditions of contract # FI-R-0251-18 dated 10-1-2018 between Canon Solutions America, Inc. and DuPage County and any terms and conditions which conflict with or vary from the contract terms shall be deemed null and void.

Payment Terms	Other Requirements		
☐ Check with Order Check # _____	☐ P.O. Required P.O. # _____	Subtotal from Supplemental Addendum	
☐ Net 30		Subtotal	
☐ Lease	☐ Tax Exempt (Attach Certificate)	Delivery/Install	
☐ Other _____		Sales Tax	
☐ Credit Card: Requires submission of secure credit card authorization form.	☐ Customer Declines Equipment Maintenance	Total	
		Deposit	
		Balance Due	

Shipping Instructions	Customer Delivery Information	Customer IT Contact Information
Ship Via: _____ Hours of Operation _____ Number of Steps _____ Elevator Yes ☐ No ☐ Loading Dock Yes ☐ No ☐	Name _____ Email _____ Phone _____ Earliest Date for Delivery: _____ /_____ /_____ Special Delivery/Installation Instruction _____ _____	This individual may be contacted for network connectivity. Name _____ Phone _____ Email _____

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE OR PURCHASE, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

ADDITIONAL TERMS AND CONDITIONS

#_____

These are the additional terms and conditions referred to on the face page to which they are attached. Such face page and addendum(s), collectively with these terms and conditions, the "Agreement."

1. LEASE OR PURCHASE PRICE AND PAYMENT. You agree to lease or purchase the units of equipment and supplies (the "Equipment") and licenses of application software with separate support contracts (the "Listed Software" and, together with the Equipment, the "Listed Items"), in each case as indicated on the face page hereof or in any addendum(s) hereto. (a) If purchasing the Listed Items, the total purchase price specified in the Agreement, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms of this Agreement. (b) If leasing the Listed Items, CSA shall sell the Listed Items to the Leasing Company subject in all respects to the warranty limitations and disclaimers and limitations of liability in this Agreement. You shall enter into a lease agreement with the Leasing Company providing, in addition to such terms and conditions as the Leasing Company shall require, for fixed periodic lease payments indicated herein over a fixed lease term as specified in the lease agreement. Delivery/installation charges, if separately itemized in this Agreement, are due and payable in accordance with the payment terms of this Agreement. You are responsible for payment of sales or use taxes on monthly rentals if applicable, even if not specified in this Agreement. (c) In addition to the amounts shown in this Agreement, you shall pay CSA's rates for any special rigging for delivery and installation when CSA notifies you of in advance, subject to your approval. (d) CSA will, at no additional charge, install all Equipment in accordance with its normal practices and requirements. Maintenance and any other post-installation support of Equipment is not covered by this Agreement, and will only be provided by CSA if a separate maintenance agreement is entered into and to the extent provided therein. (e) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item, and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (f) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (g) CSA shall make available to you from time to time upgrades and bug fixes for the Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software for so long as a CSA maintenance agreement for the related Equipment remains in effect, except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect. Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems and attempting to troubleshoot any such problems in the Listed Software; (ii) escalating operating problems to the available developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same. (h) If you acquired Uniflow, an authorized CSA representative may receive a print usage report for business reviews. (i) CSA reserves the right to withhold shipment of the Listed Items (i) until you make full payment of the total price specified in this Agreement or if CSA revokes any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness, or (ii) until you enter into a lease agreement with the Leasing Company and the Leasing Company commits to full payment of the purchase price agreed to between CSA and the Leasing Company. If at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration for any Listed Item(s), CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.

2. LIMITED WARRANTY. All Canon and Océ brand Equipment is provided with a manufacturer's end user limited warranty from Canon USA, Inc. CSA is an authorized Canon service dealer and provides warranty service under the Canon USA limited warranties. All other Listed Items are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed Items. CSA shall upon your request provide to you copies of all such end user warranties and license. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.

3. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on your behalf and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 3 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

4. SECURITY; LATE PAYMENT. As security for the payment of all amounts due to CSA, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items. Without limiting any of CSA's right and remedies under applicable law, if payments are late, you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or $10 as reasonable collection fees, not to exceed the maximum amount permitted by law.

5. WARRANTY OF BUSINESS PURPOSE. You represent and warrant that that the Listed Items will not be used for personal, family or household purposes.

6. LIMITATION OF LIABILITY. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. CHOICE OF LAW AND FORUM. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

8. GENERAL. This Agreement shall be binding on you upon your signature and on CSA upon the delivery of any of the Listed Items. All provisions of this Agreement including Section 3, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. This Agreement, together with any related CSA credit application, constitutes the entire agreement between the parties with respect to the furnishing of the Listed Items, superseding all previous proposals and agreements, oral or written. No lease agreement entered into between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void; except that you may, as described above, assign to your leasing company your right to acquire the Listed Items and your warranty rights hereunder, but your other rights hereunder, are not assignable to the leasing company and such assignment shall not relieve you of any of your obligations hereunder. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

This transaction shall be governed in all respects by the Ts&Cs of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.

Canon

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT REIMBURSEMENT ADDENDUM TO AGREEMENT # _____ (the "AGREEMENT")

Customer ("You"):		Customer Account:
Company:		
Address:		
City:		County:
State:	Zip:	Phone #:
Email:		

Buy-out Reimbursement

$ _____ to be paid under the circumstances described in Section 1 below.

Payable to: ☐ You ☐ Canon Financial Services, Inc.

Reason for check issuance: _____

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

- ☐ Not Applicable
- ☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
- ☐ CSA will return the equipment to the leasing company per Section 2 below.
- ☐ You will retain the equipment.
  If so, will the equipment remain under a CSA Maintenance Agreement?
  Yes ☐ If yes, under an Existing Contract ☐ or New Contract ☐ No ☐
- ☐ CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Leasing Company Name	Lease Number

Return Authorization

Please select one:

- ☐ Trade-In
  Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
  Equipment Condition: ☐ Good Working Condition ☐ As is condition
- ☐ Return Equipment to selected Leasing Company
  - ☐ Canon Financial Services
- ☐ Return Equipment to CSA. Original Order Date _____

Pick-Up Information:

- ☐ Same Date as Delivery of Listed Items specified on the Agreement.
- ☐ Other Specified Date: ____ / ____ / _____
  (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: _____ Phone: _____

E-Mail: _____

Special Removal Instructions: _____

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. If Buy Out Reimbursement is selected: The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.

2. If Trade-in Equipment or Return to Leasing Company is selected: You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-in Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.

3. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

Canon
CANON SOLUTIONS AMERICA

SOFTWARE ACQUISITION AGREEMENT LEASE OR PURCHASE

National IPA

#_____

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Salesperson _____ Order Date: _____ / _____ / _____

Customer ("you"):	Customer Account:	**Ship To:**	Customer Account:
Company:		Company:	
Address:		Address:	
City:	County:	City:	County:
State:	Zip: Phone #:	State:	Zip: Phone #:
Contact:	Fax #:	Contact:	Fax #:
Email:		Email:	

Lease or Purchase:

☐ You agree to lease the items listed below or in any addendum(s) to this Agreement from the Leasing Company identified below, at the fixed periodic lease payments indicated below or in any addendum(s) to this Agreement and for the fixed term specified in the lease agreement between you and the Leasing Company. Delivery to you of the items specified is contingent on you signing a lease agreement with the Leasing Company.

☐ Canon Financial Services, Inc. ☐ Other (Name of Leasing Company):_____

☐ You agree to purchase the items listed below or in any addendum(s) to this Agreement, for the purchase price specified.

The "bill to" for the items listed is the Leasing Company or you, depending on which box is checked above.

PLEASE PRINT

Listed Items:

Item Code	Product Description	Qty	Unit Price	Periodic Lease Payment or Purchase Price

This transaction shall be governed in all respects by the Terms and conditions of contract # FI-R-0251-18 dated 10-1-2018 between Canon Solutions America, Inc. and DuPage County and any terms and conditions which conflict with or vary from the contract terms shall be deemed null and void.

Payment Terms	Other Requirements		
☐ Check with Order Check # _____ ☐ Net 30 ☐ Lease ☐ Other _____ ☐ Credit Card: Requires submission of secure credit card authorization form.	☐ P.O. Required P.O. # _____ ☐ Tax Exempt (Attach Certificate)	Subtotal from Supplemental Addendum	
		Subtotal	
		Delivery/Install	
		Sales Tax	
		Total	
		Deposit	
		Balance Due	

Customer Delivery Information	Customer IT Contact Information
Name _____ Email _____ Phone _____ Earliest Date for Delivery: _____ /_____ /_____ Special Delivery/Installation Instruction _____ _____	This individual may be contacted for any IT related issues. Name _____ Phone _____ Email _____

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE OR PURCHASE, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

_____

ADDITIONAL TERMS AND CONDITIONS

These are the additional terms and conditions referred to on the face page to which they are attached. Such face page and addendum(s), collectively with these terms and conditions, the "Agreement."

1. LEASE OR PURCHASE PRICE AND PAYMENT. You agree to lease or purchase the licenses of application software (the "Software") with applicable separate third party support contracts (the "Software Support Contracts"), and services related to installation of the Software (the "Installation Services") and, if applicable, on-site support services for the Software (the "Subscription Services", and together with the Software, Software Support Contracts, Installation Services, and Subscription Services (if applicable), the "Listed Items"), in each case as indicated on the face page hereof and in any addendum(s) hereto.

(a) If purchasing the Listed Items, the total purchase price specified in the Agreement, including sales taxes and delivery/installation charges, is due and payable within 30 days of the invoice date. If payments are late, (i) you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and (ii) CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or $10 as reasonable collection fees, not to exceed the maximum amount permitted by law.

(b) If leasing the Listed Items, CSA shall sell the Listed Items to the Leasing Company subject in all respected to the warranty limitations and disclaimers and limitations of liability in this Agreement. You shall enter into a lease agreement with the Leasing Company providing, in addition to such terms and conditions as the Leasing Company shall require, for a fixed periodic lease payments indicated herein over a fixed lease terms as specified in the lease agreement.

(c) Unless included as a Listed Item, Installation Services are not provided for any of the Software. Installation Services may be conditioned on a separate statement of work covering the scope and schedule of installation, configuration options, responsibilities of each party, and other matters, as may be reasonably requested by CSA or the developer or supplier of the Software, which shall solely govern as to the matters covered therein. Installation Services not covered by a separate statement of work shall consist of basic installation of the Software in accordance with CSA's normal practice, provided that your hardware and network configurations are as required for installation. Additional charges may apply for work beyond the initial scope described in any statement of work. CSA shall make available to you from time to time upgrades and bug fixes for the Software, but: (i) only if such upgrades and bug fixes are provided to CSA by suppliers of the Software, (ii) availability of upgrades and bug fixes may be at additional charge unless covered by the Software Support Contract(s) purchased by you, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. Level 1 support for the Software shall be provided by CSA or the third party software developer but only if Software Support Contract(s) for the Software have been purchased by you (or are otherwise included with the purchase of the Software) and for so long as such Software Support Contract(s) remain in effect. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis. Level 1 support consists of (i) providing help-line telephone assistance in operating and identifying service problems in the Software, and attempting to troubleshoot any such problems; (ii) escalating operating problems to the applicable developer of the Software as needed to rectify such problems, including facilitating contact between you and the developer of the Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same. You acknowledge that CSA is not the developer of any of the Software and other than the foregoing and Subscription Services if applicable, installation and other support for Software is not provided under this Agreement.

(d) The Software is provided pursuant to the end-user license agreements and any other terms and conditions required by the owners or developers thereof, and you agree that your use of all Software shall at all times be subject to and in compliance with the terms and conditions of such end-user license agreements and other terms and conditions.

(e) CSA reserves the right to withhold shipment of the Software until you (or the Leasing Company) make full payment of the total price specified in this Agreement or to revoke any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness. If at any time prior to shipment, CSA discovers any mistake in pricing or configuration for any Software, CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Software without liability.

2. SUBSCRIPTION SERVICES. If purchasing or leasing Subscription Services as specified on the face page, then the following shall apply:

(a) CSA shall provide such Subscription Services until the earlier of (i) the units of Subscription Services specified on the face page ("Units") are consumed or (ii) either twelve (12) months from the Order Date or the end of the term of the applicable lease agreement with the Leasing Company (the "Subscription Services Term").

(b) Subscription Services will be provided by CSA at the Resource Level based upon your resource selection or description of the scope of work to be performed, and will be provided during CSA's local regular business hours (8:30 A.M - 5:00 P.M. Monday through Friday, excluding holidays). Any pre-approved scheduled work beyond these hours will be billed at a premium rate.

(c) Units are available to you based upon the Resource Level utilized to perform the Subscription Services:

Resource Level	Units per Hour	Min Hours per Engagement
National Consulting and Support ("NCS") Engineers	4	8
Production Analyst	4	8
Local Systems Analyst	3	1
Local Systems Engineer	3	1
Product Trainer	2	1*

* Subject to Course minimum requirements if applicable

(d) Subscription Services will be provided when requested by you through the CSA service dispatch center. CSA will determine the appropriate Resource Level(s) to be assigned based on your resource selection or description of the requested Subscription Services. CSA reserves the right to reject any request by you if CSA determines that such request is for work beyond the scope of the Subscription Services covered by this Agreement or the Resource Levels available hereunder. Unused Units are non-refundable. If Subscription Services requested by you, or completion of ongoing Subscription Services, will require Units in excess of the unused quantity available hereunder, CSA shall notify you in advance of completing the work and you shall instruct CSA to end work or you shall agree to pay for those additional Units at CSA's then prevailing rates.

(e) Subscription Services will be performed by CSApersonnel or its designee at your business locations located within CSA's servicing area. CSA personnel, while on-site at your premises, shall comply with your reasonable security and other such policies of which CSA has been informed by you in writing. You will provide to CSA's personnel appropriate workspace and other assistance as may be reasonably required for the performance of the Subscription Services. You acknowledge that the performance by CSA of Subscription Services with respect to the Software may be dependent on assistance or cooperation from the third–party developer, including your requirement(s) to purchase any necessary upgrades or licenses to operate the Software.

(f) You agree that you will not, directly or through any third party, solicit, offer employment to, hire, interfere with or endeavor to entice away from CSA any individual who is or was an employee of CSA and who, at any time during the Subscription Services Term, was involved in providing Subscription Services to you hereunder. The foregoing shall apply for one (1) year following the Subscription Services Term, or for any former employee of CSA for one (1) year period after he or she ceases to be an employee of CSA.

3. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

CSA SHALL, UPON REQUEST, FURNISH TO YOU WITHOUT RECOURSE ANY END USER WARRANTIES MADE BY THE DEVELOPER OF THE SOFTWARE. CSA WARRANTS THAT IT WILL PERFORM ITS SERVICES UNDER THIS AGREEMENT IN A PROFESSIONAL AND COMPETENT MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. OTHER THAN THE FOREGOING, CSA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LISTED ITEMS. CSA EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS.

4. SECURITY. As security for the payment of all amounts due to CSA, you hereby grant to CSA a security interest in the Software. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA' security interest in the Software.

5. WARRANTY OF BUSINESS PURPOSE. You represent and warrant that that the Listed Items will not be used for personal, family or household purposes.

6. LIMITATION OF LIABILITY. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFIT, LOSS, RELEASE OR CORRUPTION OF DATA, OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CSA'S LIABILITY TO YOU HEREUNDER OR IN CONNECTION WITH THE LISTED ITEMS EXCEED THE AGGREGATE PURCHASE PRICE PAID FOR THE LISTED ITEMS BY YOU OR THE LEASING COMPANY TO CSA.

7. CHOICE OF LAW AND FORUM. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

8. GENERAL. This Agreement shall be binding upon you when you sign this Agreement, and shall be binding upon CSA upon (i) acceptance hereof in writing by CSA or (ii) delivery of any of the Software, whichever occurs first. Title to any Software shall pass to you or the Leasing Company only upon full payment to CSA therefor. All provisions of this Agreement which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. This Agreement, together with any related CSA credit application, constitutes the entire agreement between the parties with respect to the furnishing of the Listed Items, superseding all previous proposals and agreements, oral or written. No lease agreement entered into between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligation hereunder. You may submit a purchase order for procurement of Listed Items. Any terms and conditions set forth in any purchase order shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void; except that you may, as described above, assign to your Leasing Company your right to acquire the Software and your warranty rights hereunder, but your other rights hereunder, are not assignable to the Leasing Company and such assignment shall not relieve you of any of your obligations hereunder. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

This transaction shall be governed in all respects by the Ts&Cs of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.

Canon
CANON SOLUTIONS AMERICA

MAINTENANCE AGREEMENT
National IPA

Related Acquisition Agreement # _____

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Salesperson _____ Order Date: _____ / _____ / _____

Customer ("you"):	Customer Account:	Equipment Location:	Customer Account:
Company:		Company:	
Address:		Address:	
City:	County:	City:	County:
State:	Zip: / Phone #:	State:	Zip: / Phone #:
Contact:	Fax #:	Contact:	Fax #:
Email:		For each unit of Equipment listed, you shall indicate specific contact and location (if different than above) in the table below or in any Addendum to this Agreement.	

Maintenance Billing Entity	PO Required	Meter Read Collection Options
Base Charge: ☐ CSA ☐ Canon Financial Services, Inc. ("CFS")	☐ Yes ☐ No	imageWARE Remote unless noted in table below*
Per Image Charge: ☐ CSA ☐ Canon Financial Services, Inc. ("CFS")	PO# _____	W = myCSA website

Base Charge Billing Cycle	Initial Term	Coverage Plan
☐ Monthly ☐ Quarterly ☐ Other _____	_____ Months (min. 12)	☐ Per Unit ☐ Fleet ☐ Aggregate — If adding the Equipment below to existing an Aggregate, provide either a contract # or serial # under Aggregate._____
Excess Per Image* Charge Billing Cycle	**Price Plan**	**Consumables Inclusive** / **Toner Fulfillment Method**
☐ Monthly ☐ Quarterly ☐ Other _____	☐ Standard ☐ Fixed	☐ Toner ☐ Other _____ — Customer order unless noted for Equipment below**

Subject to the terms and conditions of this Agreement, CSA agrees to service the Equipment listed below or in any Addendum(s) to this Agreement at the charges stated herein or therein. For newly installed Equipment, the Start Date is provided in Paragraph 1 of the Additional Terms and Conditions. The Start Date for previously in place Equipment is ____/____/___.
*Each Image is equal to 1 printed page except for Océ brand Wide Format products in which case each Image is equal to one (1) square foot.

Model	Serial #	Start Meter B & W	Start Meter Color	Covered Images per unit or Fleet included in Base Charge (All aggregate images should be listed per unit.) B & W	Covered Images Color	Covered Images Long Sheet	Per Image Charge in excess of Covered Images B & W	Per Image Charge Color	Per Image Charge Long Sheet	Base Charge per unit or Fleet	Corporate Advantage Yes/No	Alt Meter Method*
Contact:		Phone #:		Fax #:		Email:						
Location:		Auto Toner Fulfillment: ☐ **(Requires imageWare Remote)										
Contact:		Phone #:		Fax #:		Email:						
Location:		Auto Toner Fulfillment: ☐ **(Requires imageWare Remote)										
Contact:		Phone #:		Fax #:		Email:						
Location:		Auto Toner Fulfillment: ☐ **(Requires imageWare Remote)										
Contact:		Phone #:		Fax #:		Email:						
Location:		Auto Toner Fulfillment: ☐ **(Requires imageWare Remote)										
Contact:		Phone #:		Fax #:		Email:						
Location:		Auto Toner Fulfillment: ☐ **(Requires imageWare Remote)										

	Subtotal from Supplemental Addendum	

CUSTOMER SATISFACTION POLICY
If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.

Subtotal	
Tax	
Total	

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE MAINTENANCE SERVICES SPECIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

ADDITIONAL TERMS AND CONDITIONS #_____

These are the additional terms and conditions referred to on the face page to which they are attached (such face page, and any addendum(s) hereto, collectively with these terms and conditions, the "Agreement").

1. TERM. Maintenance under this Agreement shall start on the date (the "Start Date") of installation for newly installed equipment (inclusive of standard embedded Canon brand software) (the "Equipment") covered under toner inclusive service. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the face page for all previously in place Equipment. (a) The initial term specified on the face page shall renew for successive 12 month period unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. You shall have the right to terminate the renewal contract with 30 days advance written notice to CSA.

2. CHARGES. Base charges shall be billed in advance and per image charges, shall be billed in arrears. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8½". Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. If payments are late, (i) you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and (ii) CSA may charge you and you agree to pay, a late charge equal to five percent (5%) of the amount due for each billing period or portion of a billing period such payment is delayed or $10 as reasonable collection fees, not to exceed the maximum amount permitted by law. If the Standard Price Plan is selected on the face side, during the initial term, the charges specified on the face page are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Fixed Price Plans shall not increase during the initial term. If you have selected CFS on the face page as the billing entity, your maintenance charges will appear on your periodic lease invoice along with standard lease charges. CFS will remit your payment of maintenance charges to CSA upon receipt. (a) Consumables Inclusive service includes replenishment of consumables specified on the face page for exclusive use with the Equipment. CSA may terminate this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by CSA, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement. (b) If you have selected the Fleet or Aggregate Coverage Plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (d) Unless otherwise indicated on the face page, you authorize CSA to use networked features of the Equipment including imageWARE Remote to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. (e) You agree to provide meter readings to CSA, if applicable, in accordance with the meter read option selected and CSA's normal procedures. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days notice. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.

3. COVERED SERVICE. CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays). (a) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service territory. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CSA in connection with maintenance services hereunder shall become the property of CSA and you disclaim any interest therein. (b) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Embedded Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Embedded Software. Level 1 support consists of (i) providing help-line telephone assistance in operating the Embedded Software and identifying service problems and attempting to troubleshoot any such problems in the Embedded Software; (ii) escalating operating problems to the available developer of the Embedded Software as needed to rectify such problems, including facilitating contact between you and the developer of the Embedded Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same. Embedded Software as used herein does not include separately-priced application software supplied by CSA to you under any separate acquisition agreement, and support therefor shall be solely governed by the provisions thereof.

4. NON-COVERED SERVICE. The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item not provided as part of toner inclusive service identified on the face page, including, without limitation, paper, toner, ink, waste containers, fuser oil , staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; accident; use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of CSA's regular business hours; or (f) repair of any network/system connection device, except when listed on face page.

5. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an available option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 5 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may withhold service under this Agreement in whole or in part until any delinquent payment is received by CSA. CSA may terminate this Agreement in whole or in part upon your default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges per Section 2(b). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

8. GOVERNING LAW. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCEAGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9. ENTIRE AGREEMENT. This Agreement shall be binding upon your signature and upon the installation of the Equipment by CSA or commencement of the covered services if this Agreement is for renewal of a prior maintenance agreement or for equipment previously installed. This Agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service for the Equipment, superseding all previous proposals and agreements, oral or written. All provisions of this Agreement including Section 5, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by both you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Equipment and Software, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

This transaction shall be governed in all respects by the Ts&Cs of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.

CANON SOLUTIONS AMERICA

SUBSCRIPTION SUPPORT SERVICES AGREEMENT

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Salesperson / Analyst _____ Order Date: _____ / _____ / _____

Customer ("You"):	Customer Account:		Related Agreement # (if applicable): _____
Company:			Agreement Term: ☐ _____ Months (max 12 months)
Address:			☐ Lease Term
City:			Payment Terms: ☐ Net 30
State:	Zip:	Phone #:	☐ Bill with my CFS Lease Payment
Contact:		Fax #:	☐ Credit Card: Requires submission of secure credit card authorization form.
Email:			Customer P.O. Number:

Ordered Qty	Item Code	Description	Price	Extended Price
			Total	
			Sales Tax	
			Total Due	

TERMS AND CONDITIONS

(continued on page 2)

1. **Term**. The term of this Agreement (the "Term") shall continue until the earlier of (a) the units of Subscription Support Services specified above ("Units") are consumed or (b) for either (as indicated above) the number of months indicated above beginning on the Order Date or the end of the term of the applicable CFS lease.

2. **Included Services**. Under this Agreement, Canon Solutions America, Inc. ("CSA") will provide to you Subscription Support Services ("Services") consisting of a) remote support and b) on-site support for CANON and select third party software and hardware solutions. Services will be provided by CSA at the Resource Level based upon your resource selection or description of the scope of work to be performed. Services will be provided during CSA's local regular business hours (8:30 A.M - 5:00 P.M. Monday through Friday, excluding holidays). Any pre-approved scheduled work beyond these hours will be billed at a premium rate.

3. **Effective Rates**. Units are available to you under this Agreement based upon the Resource Level utilized to perform the Services:

Resource Level	Units Per Hour	Min Hours per Engagement
National Consulting and Support ("NCS") Engineers	4	8
Production Analyst	4	8
Project Management Specialist	4	4
Software Development Specialist	4	4
Local Systems Analyst	3	1
Local Systems Engineer	3	1
Solutions Support Center Agent	3	1
Product Trainer	2	1*

* Subject to Course minimum requirements if applicable

(continued on page 2)

BY THE SIGNATURE OF YOUR AUTHORIZED SIGNATORY BELOW, YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES, AND YOU AGREE TO PURCHASE THE QUANTITY OF UNITS SPECIFIED ABOVE, ON THE TERMS AND CONDITIONS ABOVE AND AS CONTINUED ON PAGE 2 HEREOF.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

TERMS AND CONDITIONS

(continued from page 1)

4. Utilization Procedure. Services will be provided during the Term when requested by you through the CSA service dispatch center. CSA will determine the appropriate Resource Level(s) to be assigned based on your resource selection or description of the requested Services. CSA reserves the right to reject any request by you if CSA determines that such request is for work beyond the scope of the Services covered by this Agreement or the Resource Levels available hereunder. Units unused upon the expiration of the Term are non-refundable. If Services requested by you, or completion of ongoing Services, will require Units in excess of the unused quantity available hereunder, CSA shall notify you in advance of completing the work and you shall instruct CSA to end work or you shall agree to pay for those additional Units at CSA's then prevailing rates.

5. Performance of Services. Services may be performed by remote access, or by CSA, or its designee at your business locations if located within CSA's servicing area. If by remote access, you grant CSA permission to access your systems as required to perform the Services. If on-site at your premises, (a) such personnel shall comply with your reasonable security and other such policies of which CSA has been informed by you in writing; and (b) you will provide such personnel with appropriate workspace. In either event (a) you will provide assistance as may be reasonably required for the performance of the Services; and (b) you acknowledge that the performance by CSA of Services with respect to any non-CANON hardware or software may be dependent on assistance or cooperation from the third–party manufacturer or developer, including your requirement(s) to purchase any necessary software upgrades or licenses to operate the software.

6. Payment.

(a) Unless the "Bill with my CFS Lease Payment" option is selected on page 1 hereof, the total purchase price specified on page 1 hereof is payable in full and in advance within no later than 30 days after the date of CSA's invoice therefore, and CSA shall have no obligation to provide any Services until such payment has been made. If payments are late, CSA may charge you and you agree to pay a late charge equal to the higher of ten percent (10%) of the amount due or ten dollars ($10) as reasonable collection fees, not to exceed the maximum amount permitted by law.

(b) If the "Finance through my CFS Lease" option is selected on page 1 hereof, the total purchase price specified on page 1 shall be financed by the lessor (Canon Financial Services, Inc.) through the applicable lease, as provided herein, over the initial term of the applicable lease.

7. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN A PROFESSIONAL AND COMPETENT MANNER CONSISTENT WITH THE RESOURCE LEVEL UTILIZED. OTHERWISE, CSA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CSA's LIABILITY TO YOU HEREUNDER OR IN CONNECTION WITH THE SERVICES EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO CSA PURSUANT TO THIS AGREEMENT.

8. Non-Solicitation. Throughout the Term and for one (1) year following the expiration or termination thereof, you agree that you will not, directly or through any third party, solicit, offer employment to, hire, interfere with or endeavor to entice away from CSA any individual who is an employee of CSA and who, at any time during the Term, was involved in providing Services to you hereunder. You further agree, with respect to any former employee of CSA who was involved in providing Services to you hereunder, that you will not, directly or through any third party, solicit, offer employment to or hire such former CSA employee at any time during the one (1) year period after he or she ceases to be an employee of CSA.

9. Confidentiality. CSA shall use commercially reasonable efforts during the recruiting, training and supervision of its personnel providing Services to advise that they shall refrain from using except in connection with the Services, and shall not disclose to any third parties, any of your business or financial information of a proprietary nature.

10. Default. If you fail to pay any amounts within 15 days after the same are due and payable under this Agreement, (or under the CFS lease, if the Units have been financed there under), or if you or CSA fails to perform in any material respect any other obligation hereunder within thirty (30) days after written notice thereof from the other party, the non-defaulting party may terminate this Agreement upon written notice to the other party. Any such termination shall be without limitation of the rights and remedies of the non-defaulting party under applicable law. CSA shall not be required to accept any request for Services, or continue performance of ongoing Services, at any time that any amount is hereunder (or the CFS lease) is due and unpaid.

11. Miscellaneous. This Agreement shall be binding upon the parties upon execution. In rendering Services hereunder, CSA shall be acting as an independent contractor and shall not be deemed your employee or agent. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties. This Agreement constitutes the entire agreement between the parties with respect to the Services and shall supersede all prior agreements, if any, between the parties relating to the Services provided hereunder. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. No modification, amendment, addendum to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. A failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right under this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

12. Choice of Law and Forum. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY SUIT, OTHER THAN FOR PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

13. ELECTRONIC ACCEPTANCE. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

CANON SOLUTIONS AMERICA
Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

UNIFIED LEASE AGREEMENT

#ULF _____

Salesperson: _____ Order Date: _____

Customer ("You"):	Customer Account:		**Organization Information**
Company Legal Name:			Federal Tax Identification Number (TIN):
Doing Business As:			☐ Corporation ☐ Limited Liability Company
Billing Address:			☐ Partnership ☐ Limited Liability Partnership
City:	County:		☐ Non-Profit Corporation ☐ State or Local Government
State:	Zip:	Phone:	☐ Sole Proprietorship If selected, complete Date of Birth _____
Contact:	Fax:		Chief Executive Office and address for notices:
E-Mail:			Address:
			City: State: Zip:

Lease Information

Lease Term	# of Payments	Payment *			Amount Due at Signing	
		Base	Maintenance	Total	# of Payments in Advance:	TOTAL DUE AT SIGNING *
_____ Months	_____	$ _____ +	$ _____ =	$ _____	_____	$ _____
		(* Plus applicable taxes)			Check must accompany agreement	

Payment Frequency
☐ Monthly
☐ Quarterly

End of Lease Term Purchase Option *
☐ Fair Market Value ☐ $1.00 ☐ Other _____ (estimated)

Tax Exempt
☐ Yes (Attach certificate)

Equipment Description: See Schedule A

Equipment Maintenance Select 1 option: ☐ Included for all Equipment ☐ Included, except for Equipment excluded on Schedule A ☐ Declined ☐ Under separate agreement

Excess Per Image Charge Billing Cycle
☐ Monthly ☐ Quarterly ☐ Other _____

Coverage Plan
☐ Per Unit ☐ Fleet If adding to existing fleet, applicable contract # _____ ☐ Aggregate If adding to an existing Aggregate, provide either a contract # or serial # under Aggregate.

Consumables Inclusive	Toner Fulfillment Method	PO Required	Charges
☐ Toner (excludes clear) ☐ Other _____	Customer order unless noted for Equipment on Schedule A**	☐ Yes PO# _____ ☐ No	See Schedule A

Personal Guaranty

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC. ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (or CSA as assigned to Lessor) (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment applied by Lessor on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor (or CSA as assigned by Lessor) and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO JURISDICTION OF SUCH COURTS AND OBJECTIONS TO TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR,BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____ Signature: _____ (no title) Date: _____

Address: _____ Phone: _____

Printed Name: _____ Signature: _____ (no title) Date: _____

Address: _____ Phone: _____

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.

Customer's Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

CSA Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

ULF #_____

GENERAL TERMS AND CONDITIONS

1. LEASE OF EQUIPMENT AND SOFTWARE

1.1 Listed Items; Commencement of Lease; Lessor. CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with separate support contracts, if applicable ("Listed Software"; and together with the Equipment and all replacements and additions thereto, "Listed Items") indicated on Schedule A. The initial lessor is **Canon Financial Services, Inc.** (together with any future assignees of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. This Agreement shall be effective on the date the Listed Items are delivered to you ("Lease Commencement Date"). The term of this Agreement begins on the date accepted by CSA or any later date that CSA designates ("Agreement Date"), and shall continue for an initial term of the number of months specified on page 1(together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

1.2 Payments and Costs. You shall pay to Lessor each billing period the fixed base and, if applicable, the fixed maintenance amounts and per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; the fixed maintenance amounts and the per image charges are the "CSA Payments", and all other Payments are the "Lessor Payments"). For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8½". The Payments shall not increase during the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Lessor Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Payments and the End of Term Purchase Option amount (if specified on page 1) ("Purchase Option") by up to 15% if the actual cost of the Listed Items and any related services and supplies, including any sales and use tax, exceed CSA's estimates on which such amounts were based. You shall pay a $85 documentation fee and any applicable taxes (including personal property tax), expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). You agree that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amounts paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest unless required by applicable law. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or $25, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

1.3 Purchase Options; Return. (a) END OF TERM PURCHASE OPTION. To elect this option, you shall give Lessor 60 days' prior irrevocable written notice (unless the Purchase Option price is $1.00) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the Purchase Option price plus any Costs. (b) PRIOR TO MATURITY PURCHASE. You may upon not less than 60 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus Costs. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Equipment. (c) Listed Item purchases shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a $1.00 Purchase Option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of CSA Payments) and frequency unless you, at least 60 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are purchasing all (but not less than all) of the Equipment in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge you a return fee equal to the greater of one Lessor Payment or $250 for the processing of returned Equipment. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of such Lease Term, you shall pay to Lessor upon demand one billing period's Lessor Payment for each billing period or portion thereof that such return is delayed. If you fail to provide the required End of Term Notice and return the Equipment at the end of the Lease Term, you shall pay to Lessor upon demand the 60-day equivalent of Lessor Payments to satisfy the End of Term Notice period referenced above. You shall reimburse Lessor for any costs incurred by Lessor to place the Listed Items in good operating condition.

2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1. Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.

2.1 Covered Service. (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund the unearned portion of any prepaid CSA Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (d) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (e) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (f) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems in the Listed Software, and attempting to troubleshoot any such problems; (ii) escalating operating problems to the applicable developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.

2.2 Maintenance Term and Charges. (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables Inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1). Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement or Maintenance. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Base Charge and the Covered Images Included shall apply to all of the Equipment on Schedule A unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing fleet under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. This feature is not capable of sending or receiving image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

2.3 Non-Covered Service. The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables not provided as part of Consumable Inclusive Maintenance identified on page 1, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples (, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA; service performed by anyone other than CSA; accident; use of Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

3. CSA CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. If a replacement unit is provided, the lease hereunder of the replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

4. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf of you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA or Lessor. Neither CSA nor Lessor nor or any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or Lessor or any other disposition of the Equipment by you. You are solely responsible for: (A) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA or Lessor applies, or could be construed to apply to Data.

5. LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION

5.1 Limited Warranty. Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all such warranties for the Listed Items.

5.2 Disclaimer of Warranties. LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS**.**

5.3 Limitation of Liability. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES; OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 Indemnification. You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

6. ADDITIONAL LEASE REQUIREMENTS.

6.1 Warranty of Business Purpose; Maintenance. You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

6.2 Risk of loss; Insurance. Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment ("Loss"). You shall obtain and maintain during the term hereunder including all renewals and extensions, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding $5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact solely to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of maintaining such insurance and an administrative fee to the amounts due from you under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. DEFAULT; REMEDIES. You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of your or any Guarantor's property; (g) any statement, representation or warranty made by you or any Guarantor to CSA or Lessor is incorrect in any material respect; or (h) you or any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Payments (other than per image charges) immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid, (B) re-lease the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Lessor Payments then owed by you to Lessor; (ii) the present value of all remaining Lessor Payments for the full Lease Term; (iii) the Purchase Option price of the Listed Items indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Lessor Payments shall be discounted at 3% per year.

8. SECURITY; WAIVER. You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A) AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE, AND YOU IRREVOCABLY WAIVE ANY RIGHT OF NOTICE THEREOF. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, your chief executive office address, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will execute and deliver to Lessor such documents as required or appropriate.

9. GENERAL

9.1 Choice of Law and Forum. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL FOR ALL PURPOSES BE GOVERNED BY THE LAWS OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS, TO VENUE AND TO CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9.2 Entire Agreement; Electronic Acceptance. This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location; and corrections to your legal name; but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement or any Acceptance Certificate as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 Joint and Several Liability; Assignment. If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee will have the same rights and benefits that the Lessor had and shall not have any obligations hereunder. The rights of the assignee will not be subject to any claims, defenses, or setoffs that you may have against the Lessor.

9.4 Notices. All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA only

Address for notices to Canon Solutions America, Inc.:	**Address for notices to Canon Financial Services, Inc.:**
300 Commerce Square Blvd.	158 Gaither Drive, Suite 200
Burlington, NJ 08016	Mount Laurel, NJ 08054
Attn: Customer Service Department	Attn: Customer Service Department
Phone: (800) 613-2228	Phone: (800) 220-0330
Fax: (800) 220-4002	Fax: (856) 813-5122
Email: customercare@csa.canon.com	Email: customer@cfs.canon.com

9.5 USA PATRIOT Act; Credit information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth, if you are a sole proprietor. Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.

CANON SOLUTIONS AMERICA
Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Unified Lease Agreement **Schedule A**

#ULF _____ Page _____ of _____

Customer Name: _____

Ship To Information

Delivery Address:		Connectivity Contact:	
City:	County:	I/T Phone #:	E-Mail:
State: Zip:	Phone #:	Elevator: Yes ☐ No ☐	Loading Dock: Yes ☐ No ☐
Delivery Contact:	Fax #:	Earliest Delivery Date:	# of Steps: Hours of Operation:
E-Mail:		Special Instructions:	

Equipment and Software ("Listed Items")

Item Code	Product Description	Qty	Serial #

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

UNIFIED LEASE AGREEMENT

#ULF _____

Salesperson: _____ Order Date: _____

Customer ("You"):	Customer Account:		**Organization Information**		
Company Legal Name:			Federal Tax Identification Number (TIN):		
Doing Business As:			☐ Corporation ☐ Limited Liability Company		
Billing Address:			☐ Partnership ☐ Limited Liability Partnership		
City:	County:		☐ Non-Profit Corporation ☐ State or Local Government		
State:	Zip:	Phone:	☐ Sole Proprietorship If selected, complete Date of Birth _____		
Contact:	Fax:		Chief Executive Office and address for notices:		
E-Mail:			Address:		
			City:	State:	Zip:

Lease Information

Lease Term	**# of Payments**	**Payment ***	**Amount Due at Signing**
_____ Months	_____	$ _____ (* Plus applicable taxes)	# of Payments in Advance: _____ TOTAL DUE AT SIGNING * $ _____ Check must accompany agreement

Payment Frequency
☐ Monthly
☐ Quarterly

End of Lease Term Purchase Option *
☐ Fair Market Value ☐ $1.00 ☐ Other _____ (estimated)

Tax Exempt
☐ Yes (Attach certificate)

Equipment Description: See Schedule A

Equipment Maintenance **Select 1 option:** ☐ **Included for all Equipment** ☐ **Included, except for Equipment excluded on Schedule A** ☐ **Declined** ☐ **Under separate agreement**

Excess Per Image Charge Billing Cycle
☐ Monthly ☐ Quarterly ☐ Other _____

Coverage Plan
☐ Per Unit ☐ Fleet If adding to existing fleet, applicable contract # _____ ☐ Aggregate If adding to an existing Aggregate, provide either a contract # or serial # under Aggregate.

Consumables Inclusive	**Toner Fulfillment Method**	**PO Required**	**Charges**
☐ Toner (excludes clear) ☐ Other _____	Customer order unless noted for Equipment on Schedule A**	☐ Yes PO# _____ ☐ No	See Schedule A

Personal Guaranty

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC. ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (or CSA as assigned to Lessor) (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment applied by Lessor on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor (or CSA as assigned by Lessor) and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO JURISDICTION OF SUCH COURTS AND OBJECTIONS TO TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR,BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____ Signature: _____ (no title) Date: _____

Address: _____ Phone: _____

Printed Name: _____ Signature: _____ (no title) Date: _____

Address: _____ Phone: _____

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.

Customer's Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

CSA Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

1. LEASE OF EQUIPMENT AND SOFTWARE

1.1 Listed Items; Commencement of Lease; Lessor. CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with separate support contracts, if applicable ("Listed Software"; and together with the Equipment and all replacements and additions thereto, "Listed Items") indicated on Schedule A. The initial lessor is **Canon Financial Services, Inc.** (together with any future successors and assignees of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. This Agreement shall be effective on the date the Listed Items are delivered to you ("Lease Commencement Date"). The term of this Agreement begins on the date accepted by CSA or any later date that CSA designates ("Agreement Date") and shall continue for an initial term of the number of months specified on page 1(together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

1.2 Payments and Costs. You shall pay to Lessor each billing period the fixed base and, if applicable, the per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; per image charges are the "Usage Payments", and all other Payments are the "Fixed Payments"). For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8½". The Payments shall not increase during the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Fixed Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Payments and the End of Term Purchase Option amount (if specified on page 1) ("Purchase Option") by up to 15% if the actual cost of the Listed Items and any related services and supplies, including any sales and use tax, exceed CSA's estimates on which such amounts were based. You shall pay a $85 documentation fee and any applicable taxes (including personal property tax), expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). You agree that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amounts paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest unless required by applicable law. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or $25, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

1.3 Purchase Options; Return. (a) END OF TERM PURCHASE OPTION. To elect this option, you shall give Lessor 60 days' prior irrevocable written notice (unless the Purchase Option price is $1.00) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the Purchase Option price plus any Costs. (b) PRIOR TO MATURITY PURCHASE. You may, at any time, upon 60 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus Costs. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Listed Items. (c) Listed Item purchases shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a $1.00 Purchase Option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of Usage Payments) and frequency unless you, at least 60 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are purchasing all (but not less than all) of the Equipment in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge you a return fee equal to the greater of one Fixed Payment or of up to $250 for the processing of returned Equipment. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of such Lease Term, you shall pay to Lessor upon demand one billing period's Fixed Payment for each billing period or portion thereof that such return is delayed. If you fail to provide the required End of Term Notice and return the Equipment at the end of the Lease Term, you shall pay to Lessor upon demand the 60 day equivalent of Fixed Payments to satisfy the End of Term Notice period referenced above. You shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1. Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.

2.1 Covered Service. (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund the unearned portion of any prepaid Usage Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (d) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (e) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (f) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems in the Listed Software, and attempting to troubleshoot any such problems; (ii) escalating operating problems to the applicable developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.

2.2 Maintenance Term and Charges. (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables Inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1). Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement or Maintenance. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Covered Images Included shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. This feature is not capable of sending or receiving image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

2.3 Non-Covered Service. The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables not provided as part of Consumable Inclusive Maintenance identified on page 1, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA; service performed by anyone other than CSA; accident; use of Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

3. CSA CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. If a replacement unit is provided, the lease hereunder of the replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you

are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

4. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf on you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA or Lessor or any other disposition of the Equipment by you. Neither CSA nor Lessor nor or any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or Lessor. You are solely responsible for: (A) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA or Lessor applies, or could be construed to apply to Data.

5. LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION

5.1 Limited Warranty. Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all such warranties for the Listed Items.

5.2 Disclaimer of Warranties. LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS**.**

5.3 Limitation of Liability. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES; OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 Indemnification. You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

6. ADDITIONAL LEASE REQUIREMENTS.

6.1 Warranty of Business Purpose; Maintenance. You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

6.2 Risk of loss; Insurance. Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment ("Loss"). You shall obtain and maintain during the term hereunder including all renewals and extensions, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding $5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact solely to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of maintaining such insurance, and an administrative fee, to the amounts due from you under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. DEFAULT; REMEDIES. You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of your or any Guarantor's property; (g) any statement, representation or warranty made by you or any Guarantor to CSA or Lessor is incorrect in any material respect; or (h) you or any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Fixed Payments immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid, (B) re-lease the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Fixed Payments then owed by you to Lessor; (ii) the present value of all remaining Fixed Payments for the full Lease Term; (iii) the Purchase Option of the Listed Items indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Fixed Payments shall be discounted at 3% per year.

8. SECURITY; WAIVER. You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A) AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522, AND YOU IRREVOCABLY WAIVE ANY RIGHT TO NOTICE THEREOF. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, your chief executive office address, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will execute and deliver to Lessor such documents as required or appropriate.

9. GENERAL

9.1 Choice of Law and Forum. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL FOR ALL PURPOSES BE GOVERNED BY THE LAWS OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS, OBJECTIONS TO VENUE AND TO CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9.2 Entire Agreement; Electronic Acceptance. This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location; and corrections to your legal name; but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement or any Acceptance Certificate as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 Joint and Several Liability; Assignment. If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee will have the same rights and benefits that the Lessor had and shall not have any obligations hereunder. The rights of the assignee will not be subject to any claims, defenses, or setoffs that you may have against the Lessor.

9.4 Notices. All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA only.

Address for notices to Canon Solutions America, Inc.:	**Address for notices to Canon Financial Services, Inc.:**
300 Commerce Square Blvd.	158 Gaither Drive, Suite 200
Burlington, NJ 08016	Mount Laurel, NJ 08054
Attn: Customer Service Department	Attn: Customer Service Department
Phone: (800) 613-2228	Phone: (800) 220-0330
Fax: (800) 220-4002	Fax: (856) 813-5122
Email: customercare@csa.canon.com	Email: customer@cfs.canon.com

9.5 USA PATRIOT Act; Credit information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth, if you are a sole proprietor. Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.

Canon
CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Unified Lease Agreement **Schedule A**

#ULF _____ Page _____ of _____

Customer Name: _____

Ship To Information					
Delivery Address:			Connectivity Contact:		
City:		County:	I/T Phone #:	E-Mail:	
State:	Zip:	Phone #:	Elevator: Yes ☐ No ☐	Loading Dock: Yes ☐ No ☐	
Delivery Contact:		Fax #:	Earliest Delivery Date:	# of Steps:	Hours of Operation:
E-Mail:			Special Instructions:		

Equipment and Software ("Listed Items")

Item Code	Product Description	Qty	Serial #

CANON SOLUTIONS AMERICA

Canon Solutions Americas, Inc. (“CSA”)
One Canon Park, Melville, NY 11747
(800) 613-2228

UNIFIED LEASE AGREEMENT ADDENDUM

National IPA

Customer:		Related to Unified Lease Agreement – ULF#:	
Street Address:	City :	State:	Zip:
Equipment Description:		Term:	

WHEREAS, Canon Solutions America, Inc. (“CSA”), and the above-described Customer, together with any Guarantors, have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum (“Addendum”) to the above-described Unified Lease Agreement (“Agreement”). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:

   This transaction shall be governed in all respects by the Ts&Cs of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.

2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

4. CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer’s and any Guarantor’s signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTORS AND ACCEPTED BY CSA.

   IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date set forth below.

Canon Solutions America, Inc.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

CANON SOLUTIONS AMERICA
Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

MUNICIPAL FISCAL FUNDING ADDENDUM

Unified Lease Agreement # _____
CFS' Application Number: _____
CFS' Agreement Number: _____
Agreement Date: _____

GOVERNMENTAL ENTITY

Complete Legal Name: _____("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the Unified Lease Agreement (the "Agreement") between Customer and CSA until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to the Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to the Lessor for the Equipment, Customer may, upon prior written notice to CSA and the Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to the Lessor, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to the Lessor due thereafter, provided: (1) the Equipment is returned to the Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to the Lessor under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, the Lessor shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CSA and the Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that CSA and the Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED

Canon Solutions America, Inc.	**Customer**
By: _____	By: _____
Title: _____	Name: _____
Date: _____	Title: _____

Canon
CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

PURCHASE AND MAINTENANCE AGREEMENT

National IPA

PMAF# _____

Salesperson: _____ Order Date: _____

Customer ("You"):	Customer Account:		**Ship To:**		
Company:			Company:		
Address:			Address:		
City:	County:		City:	County:	
State:	Zip:	Phone:	State:	Zip:	Phone:
Contact:		Fax:	Contact:		Fax:
E-Mail:			E-Mail:		

Equipment, Supplies and Licenses of Application Software with listed third party support contracts: See Schedule A

Payment Terms	**Other Requirements**		
☐ Check with Order Check # _____	☐ Purchase P.O. Required	Subtotal	
☐ Net 30	P.O.# _____	Delivery/Install	
☐ Other _____	☐ Maintenance P.O. Required	Sales Tax	
☐ Credit Card	P.O.# _____	Total	
Requires submission of secure credit card authorization form.	☐ Tax Exempt (Attach Certificate)	Deposit	
		Balance Due	

This transaction shall be governed in all respects by the Ts&Cs of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.

EQUIPMENT MAINTENANCE — **Select 1 option:** ☐ Included for all Equipment ☐ Included, except for Equipment excluded on Schedule A ☐ Decline ☐ Under separate agreement

Base Charge Billing Cycle	**Coverage Plan**			
☐ Monthly ☐ Quarterly ☐ Other _____	☐ Per Unit ☐ Fleet	If adding to existing fleet, applicable contract # _____	☐ Aggregate	If adding to existing Aggregate, provide either a contract # or serial # _____

Excess Per Image Charge Billing Cycle	**Initial Term**	**Consumables Inclusive**	**Toner Fulfillment Method**
☐ Monthly ☐ Quarterly ☐ Other _____	_____ Months (min. 12)	☐ Toner ☐ Other _____	Customer order unless noted for Equipment on Schedule A**

CUSTOMER SATISFACTION POLICY

If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE ITEMS LISTED AND MAINTENANCE IF SELECTED ABOVE, IN SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF THIS FACE PAGE, THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2, SCHEDULE A AND ANY ADDENDUM(S) ATTACHED HERETO.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

ADDITIONAL TERMS AND CONDITIONS

PMAF# _____

These are the additional terms and conditions referred to on the face page to which they are attached (such face page, schedules and any addendum(s) hereto, collectively with these terms and conditions, the "Agreement").

1. PURCHASE OF EQUIPMENT AND MAINTENANCE

1.1 Listed Items and Maintenance. You agree to purchase the units of equipment and supplies (the "Equipment") and licenses of application software with separate support contracts, if applicable (the "Listed Software" and, together with the Equipment, the "Listed Items"), as indicated on Schedule A and in any addendum(s) thereto (collectively, the "Schedule"). If you have selected maintenance on the face page, you also agree to purchase the maintenance services described in Section 2 below (such services are subject to the exclusions herein, "Maintenance") for the Listed Items described in Section 2 below ("Maintenance"). (a) The total purchase price specified on the face page, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms herein. (b) In addition to the amounts shown in this Agreement, you shall pay CSA's rates if any special rigging is necessary for delivery and installation. (c) CSA reserves the right to withhold shipment of the Listed Items until you make full payment of the total price specified in this Agreement or if CSA revokes any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness. If, at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration with respect to any Listed Item(s), CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.

1.2 Maintenance Term. Maintenance under this Agreement, if selected by you on the face page, shall start on the date (the "Start Date") of installation for newly installed Equipment covered under toner inclusive maintenance. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The initial Maintenance term specified on the face page shall renew for successive 12 month renewal terms unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. You shall have the right to terminate this Agreement during any renewal term on 30 days written notice to CSA.

1.3 Maintenance Charges. Base charges shall be billed in advance and per image charges, shall be billed in arrears. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8½". Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. (a) Consumables Inclusive Maintenance includes replenishment of consumables specified on the face page for exclusive use with the Equipment. CSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by CSA, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement. b) If you have selected the Fleet or Aggregate Coverage plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule , unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (d) Unless otherwise indicated, you authorize CSA to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. (e) You agree to provide meter readings to CSA, if applicable, in accordance with the meter read option selected and CSA's normal procedures. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days notice. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.

2. Maintenance. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS SECTION 2 ONLY IF YOU HAVE SELECTED THE SAME ON THE FACE PAGE. CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays). (a) You shall give CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate maintenance for any Equipment you relocate to a site outside CSA's service territory. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CSA in connection with maintenance services will become the property of CSA and you disclaim any interest therein. (b) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item, and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (c) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (d) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (e) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect. Level 1 support consists of (i) providing help-line telephone assistance in operating the Embedded Software and identifying service problems and attempting to troubleshoot any such problems in the Embedded Software; (ii) escalating operating problems to the available developer of the Embedded Software as needed to rectify such problems, including facilitating contact between you and the developer of the Embedded Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.

3. Non-Covered Service. The following services, and any other work beyond the scope of this Agreement are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item not provided as part of toner inclusive service identified on the face page, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; accident; use of the Listed Items with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of CSA's regular business hours; or (f) repair of network/system connection device, except when listed on face page. If you have NOT selected Maintenance on the face page, any of the maintenance services described in Section 2 above shall be available only upon your request, and shall be invoiced in accordance with CSA's then current labor, parts and supply charges.

4. DATA: You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposed of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of its affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, , (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 4 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

5. Limited Warranty. All Canon and Océ brand Equipment is provided with a manufacturer's end user limited warranty from Canon USA, Inc. CSA is an authorized Canon service dealer and provides warranty service under the Canon USA limited warranties. All other Listed Items are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed Items. CSA shall upon your request provide to you copies of all such end user warranties and license. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS. This warranty does not extend to, and you shall pay, CSA's labor, parts and supply charges for any of the non-covered service described in Section 3 above.

6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Other than the limited warranty for the Canon-brand Equipment in Section 5 above, CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA OR THE MAINTENANCE OR ANY OTHER SERVICES HEREUNDER.

7. DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making payments when due. CSA may withhold service under this Agreement in whole or in part until any delinquent payment is received by CSA. CSA may terminate Maintenance in whole or in part upon your nonpayment or other default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith, you shall nonetheless pay all undisputed amounts when due and promptly make a good faith effort to resolve such dispute with CSA within no later than thirty (30) days after the due date of the disputed charges. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

8. SECURITY; LATE PAYMENT. As security for the payment of all amounts due for the acquisition of the Listed Items, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items. Without limiting any of CSA's right and remedies under applicable law, if payments are late, you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or $10 as reasonable collection fees, not to exceed the maximum amount permitted by law.

9. CHOICE OF LAW AND FORUM. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

10. GENERAL. This Agreement shall be binding on you upon your signature and on CSA upon the delivery of any of the Equipment by CSA. This Agreement constitutes the entire agreement between the parties with respect to the purchase of the Listed Items and Maintenance, superseding all previous proposals and agreements, oral or written. All provisions of this Agreement including Section 4, which by their nature can be construed to survive the expiration or termination of this Agreement shall so survive. If so indicated on a Schedule, you (or your leasing company) may submit a purchase order for procurement of Listed Items, and you may submit a purchase order for procurement of Maintenance hereunder, but any terms and conditions set forth in any purchase order (including a leasing company purchase order) which conflict with, vary from, modify or supplement the provisions of this Agreement shall be deemed null and void and of no force or effect, notwithstanding any statement to the contrary contained in any such purchase order. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by both you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

This transaction shall be governed in all respects by the Ts&Cs of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.

Canon

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Purchase and Maintenance Agreement - NIPA

Schedule A

#PMAF _____ Page _____ of _____

Customer Name: _____

Key to Meter Read Method: imageWARE Remote unless noted below (or) W = myCSA website

Ship To Information			
Delivery Address:		Connectivity Contact:	
City:	County:	I/T Phone #:	E-Mail:
State: Zip:	Phone #:	Elevator: Yes ☐ No ☐	Loading Dock: Yes ☐ No ☐
Delivery Contact:	Fax #:	Earliest Delivery Date:	# of Steps: Hours of Operation:
E-Mail:		Special Instructions:	

Equipment Information

Item Code	Product Description	Qty	Serial #

MANAGED PRINT SERVICES AGREEMENT

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228 MPS Consultant _____ Salesperson _____ Order Date: ____ / ____ / ____

Customer Name ("You" or "Customer"):		
Billing Address:		
City, State, Zip		
Phone #		Fax #:
Contact:		
Email:		

Initial terms ☐ 36 months ☐ 48 months ☐ 60 months _____ Months

Requested Start Date: ____/____/____ (no sooner than 10 days after Agreement order date and completion of Schedule A, Schedule A-MICR or B an submission of a printed configuration page for each printer)

Do you require a P.O. for payment? Yes ____ No ____

Is there a statement of Work ("SOW") covering additional services? Yes ____ No ____

Note: Charges for additional services are billed separately.

The Printers covered under this Agreement are listed on **Schedule A, Schedule A-MICR, and/or Schedule B.**

Coverage Plan		Consumables	
☐ Per Unit	☐ Fleet	☐ Inclusive	☐ Exclusive

The Printers covered under this Agreement are listed on **Schedule A and/or Schedule B**. The initial price is as follows:

Estimated Quarterly Print Volume B & W	Color	Quarterly Base Charge	Per Image Charge (Fleet) B & W	Color	Toner Type
		$	$ 0.	$ 0.	☐ OEM ☐ 3rd Party

Canon Solutions America utilizes only genuine OEM toner for Canon and HP devices.
3rd party (compatible) toner cartridges are available for non-Canon and non-HP devices as requested.

TERMS AND CONDITIONS

1. TERM. The Managed Print Services ("MPS") shall begin on the Start Date and continue for the initial term specified above. The initial term shall renew for successive 36 month renewal terms unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then current term.

2. CHARGES. Base charges shall be billed in advance and per image charges shall be billed in arrears on a quarterly basis. Invoices shall be due and payable within thirty days of the invoice date. Applicable taxes shall be added to the charges. If payments are late, CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or ten dollars ($10) for each billing period or portion of a billing period such payment is delayed as reasonable collection fees, not to exceed the maximum amount permitted by law. CSA reserves the right to increase the prices above at any time during the Term to reflect increased costs upon thirty (30) days written notice to you. The charges are subject to an annual increase on each anniversary of the start date. If you have selected the Fleet Coverage Plan, the Base Charge, Covered Images and Per Image Charges noted above shall apply to all of the Equipment on the Schedule. If you have selected the Per Unit Coverage Plan, the Base Charge, Covered Images and the Per Image Charges for each unit shall be reflected on the Schedule.

3. PRIOR ASSESSMENT. Under a prior agreement, CSA has performed a network and system discovery analysis of your IT environment in which services are to be rendered under this Agreement. Under the prior agreement, CSA has used certain discovery tools to identify the components and conditions of your IT environment.

4. COVERED PRINTERS. This agreement is intended to provide services for your entire fleet of printers however certain models of printers may not be eligible for services under this contract due to age, geographic location or other reasons determined by CSA. At CSA's discretion, the ineligible printers may be placed under a "Standard Plan" and identified on the associated schedule ("Schedule B") and shall only receive toner cartridges and monitoring services. The "Premier" scope of services as defined in Paragraph 7 covers only the printers identified on the associated schedule ("Schedule A" or "Schedule A-MICR"). The parties may agree to add or remove printers from time to time during the Term by mutual execution of a CSA MDS Change Order. Customer shall provide CSA a standard device configuration sheet showing the start meter reading of the added printer(s) as of the start date of this contract. Otherwise, CSA may compute a start reading for the printer(s) utilizing the current meter reading and subtracting an estimated monthly volume per printer, as determined by CSA. In the event Customer acquires additional devices subsequent to the start date of this Agreement, the start meter shall be zero. If the quantity of printers changes during the Term from the original quantity listed on Schedule A, Schedule A-MICR or Schedule B, CSA reserves the right to adjust the pricing accordingly.

5. YOUR RESPONSIBILITIES. As a condition precedent to CSA's duties:

(a) The Printers shall be in good working condition on the Start Date (as determined solely by CSA in its reasonable discretion).
(b) You shall provide CSA with an accurate location and printed configuration page for each printer placed under this Agreement. You shall notify CSA if you relocate any printers from the address indicated on Schedule A, A-MICR, B or any related Change Order.
(c) You shall use only CSA-approved parts and supplies for the Printers.
(d) You shall have proper electrical and network connections and install and use CSA approved surge protector(s) where appropriate.
(e) You shall provide a Key Operator responsible for designated duties in the operator's manual and insure that the proper supplies are being installed and/or used correctly with the printers.
(f) You are solely responsible for security of your electronic and other data.
(g) You must install and keep the DCA installed on your network for networked devices and locally for non-networked devices throughout the Term of this Agreement. If the DCA does not communicate with CSA, you agree to provide manual meter readings upon request.
(h) You agree that CSA may use estimated meter readings if it does not receive timely meter reading on any Printers covered by this Agreement.
(i) You shall utilize the CSA ordering procedures for adding or deleting printers and ordering Toner Cartridges. You acknowledge that CSA will not deliver services or toner for printers not listed on Schedule A, Schedule A-MICR, Schedule B or any related Change Order until you complete the proper ordering procedure to add the printer to the Agreement.
(j) You shall provide timely meter readings for any printer not connected to the DCA for any reason.

SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS

Subject to the terms and conditions of this Agreement and any listed Statement of Work above, CSA agrees to provide (i) Managed Print Services for the Printers listed in Schedule A, Schedule A-MICR and if applicable, (ii) toner cartridges for the Printers listed in Schedule B of this Agreement or in any future Change Order related to this Agreement (the "Printers") at the charges stated herein or therein.

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE MANAGED PRINT SERVICES SPECIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY SCHEDULE(S) OR ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

continued on Page 2

ADDITIONAL TERMS AND CONDITIONS

These are the additional terms and conditions referred to on page 1 to which they are attached (such page 1, and any addendum(s) hereto, collectively with these terms and conditions, the "Agreement").

6. CSA RESPONSIBLITIES

(a) CSA may tag each Printer initially listed on Schedule A, Schedule A-MICR or Schedule B with a CSA Service tag indicating serial # and CSA contact information. (b)Printers listed on Schedule A, A-MICR and B are provided replenishment of Original Equipment Manufacturer ("OEM") or 3rd Party manufactured toner cartridges, as indicated on Page 1, for exclusive use with the Printers specified on Schedule A, A-MICR and B. The pricing in this agreement is based upon 5% toner coverage for black & white and 20% for color letter size pages. You agree that CSA may invoice you for excess usage in the event your actual toner usage exceeds these assumptions by more than 10%. Excess toner charges shall be computed using the expected print volume ("EPV") minus the actual print volume reported. The EPV = actual number of cartridges shipped x the toner yield per cartridge x 90%. You shall bear all risk of loss, theft or damage to unused toner cartridges provided to you under this Agreement, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement. (c) CSA will perform an initial walkthrough of Customer locations covered under this Agreement. Customer shall identify each networked and non-networked device to be covered under this agreement. CSA will deliver, install, configure and test its network Data Collection Agent ("DCA") with your IT staff assistance. CSA will provide all technical support, updates and maintenance for the DCA. (d) You acknowledge that CSA's ability to deliver the services is dependent upon your full and timely cooperation with CSA, as well as the accuracy and completeness of the information provided by you to CSA. If, during the initial three (3) months of the Term, the assumptions used to develop the pricing and any related Statement of Work is found to be incorrect or misstated, the parties agree to meet and in good faith negotiate equitable changes in the scope of work and associated charges. You agree to follow the detailed operational procedures which are explained in the MDS Customer Expectation Document which you hereby acknowledge receipt of at the time of executing this agreement.

7. SERVICES. YOU SHALL RECEIVE THE SERVICES DESCRIBED IN THIS PARAGRAPH 7 ONLY FOR THE EQUIPMENT LISTED ON A SCHEDULE A, SCHEDULE A-MICR, CHANGE ORDER FORM A, OR CHANGE ORDER FORM A-MICR . SUCH SERVICES ARE SUBJECT TO THE EXCLUSIONS HERINAFTER DESCRIBED.

7.1 COVERED SERVICES.

(a) CSA shall provide all routine preventive maintenance, maintenance kits and emergency service necessary to keep the Printers in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays).

(b) You shall afford CSA full, free and safe access to the Printers to perform on-site service. CSA may terminate its maintenance obligations as to any Printers if you relocate it to a site outside CSA's authorized service territory. If, in CSA's opinion, any Printers cannot be maintained in good working order through CSA's routine maintenance services, CSA shall, at its option, either (i) substitute comparable Printers at your expense or (ii) cancel the balance of any remaining term of this Agreement as to such Printers and refund the unearned portion of any prepaid charges hereunder. Parts replaced or removed by CSA in connection with maintenance services hereunder shall become the property of CSA and you disclaim any interest therein.

7.2 NON-COVERED SERVICE. You acknowledge that CSA shall not have obligations related to i) overhauls and/or reconditioning of printers; ii) printer user errors; (iii) the alteration, modification or customization of any software controlling, used by, installed on or embedded in the Printers; (iv) the service or repair of devices, accessories, power, data or communication lines or other instruments which are external to or otherwise not a component part of the Printers; (v) data erasure or hard drive removal or (vi) supplying external communications or data transfer lines, paper or other throughput, staples, cassettes, exit trays or other like items or supplies (other than toner cartridges as defined in section 3) used or consumed in the normal operations of the Printers ("Excluded Items"). The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item other than toner, (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Printers; the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; transportation of the Printers; accident; use of the Printers with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) re-installation or relocation of Printers; (d) repairs to or realignment of Printers, and related training, necessitated by changes you made to your system configuration or network environment; (e) repairs or service required as a result of inadequate operation of the Printers (e.g., CSA technician is dispatched to rectify a problem described in the operator manual); (f) work which you request to be performed outside of CSA's regular business hours.

8. LIMITED WARRANTY. CSA's services shall be performed in a good and workmanlike manner consistent with generally prevailing industry practices, and all parts and materials provided by CSA shall be free from defects in materials or workmanship, for a period of thirty days after the date of installation. This limited warranty excludes normal wear and tear on parts or components thereof and Printer problems arising from or related to Excluded Items, misuse, abuse, neglect, accident or improper maintenance (other than services performed by CSA) and shall be null and void if you or any third party alters or modifies the Printers in any manner after CSA repairs or services the Printers.

9. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment

("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable Hard Disk Drive (HDD) data erase functionality that may be available on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function if found on the Equipment to perform an overwrite of the Data or, if you have higher security requirements, you may purchase from CSA at current rates an available option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 9 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

10. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE PRINTERS AND SOFTWARE (OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA)**.** YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE PRINTERS, SOFTWARE (OR METER COLLECTION METHODS). CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may terminate this Agreement upon your default with thirty (30) days notice to you. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus the remaining base charges for the balance of the term (not to exceed a period of 6 months). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

12. TERMINATION. Either party may terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party. CSA may also terminate this Agreement upon five (5) days written notice in the event of your failure to pay compensation due hereunder. Should you terminate this Agreement prior to the expiration of the Term other than for a material, uncured breach by CSA, you shall immediately pay to CSA an early termination fee equal to the average monthly billing to date and any excess toner charges per Section 6(b). Early termination charges are due in full immediately with the written termination notice, and are intended as a reasonable estimate of the anticipated damages to CSA arising from set-up, personnel training and similar costs. Your termination will not be effective until the early termination fee and any excess toner charges are paid in full. Any rights or remedies of either party existing prior to or as of the date of termination, such as for compensation, shall survive any termination or expiration of this Agreement. You shall promptly return, or permit CSA to remove, any Printers, parts, software or supplies owned, controlled or licensed by CSA.

13. CHOICE OF LAW AND FORUM. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS COMMENCED BY CLIENT AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

14. **MISCELLANEOUS.** This Agreement shall be binding upon you when you sign this Agreement, and shall be binding upon CSA upon commencement of the covered services. CSA is and shall at all times be an independent contractor and shall not be deemed an employee or agent of you. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties. This Agreement and the attached exhibits contain the complete agreement between the parties and shall, as of the Effective Date hereof, supersede all other agreements, if any, between the parties relating to the services provided hereunder. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representation as are specifically set forth herein. No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. All provisions of this Agreement including Section 9, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. A failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right under this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Headings are for convenience only and shall not be considered in the interpretation of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.



Customer Expectations Document

1. Introduction

This Customer Expectation Document is designed to provide details related to the Canon Solutions America Managed Print Services ('MPS") Program and to answer commonly asked questions. The terms and conditions of the MPS program can be found in the CSA Managed Print Services Agreement.

2. Program Objectives

The MPS program is designed to help organizations achieve business efficiencies and cost savings through better management and administration of print environments. Our unique consulting process contemplates collaboration with our customers to identify areas for print optimization, increased productivity and cost savings. Critical to this process is the availability of print volume data from all sources within the print enterprise. The success of the program is dependent on uninterrupted communication with the printers or alternative sources of data capture in order for CSA to perform the services and provide accurate and timely billing under the agreement.

3. Initial Contract Set-up

a. Start Date

The contract becomes effective approximately 10 days after the Customer executes the MPS Agreement accompanied by a complete listing of the covered printers on Schedule A and Schedule B, if applicable. This allows CSA ample time to prepare its systems to accept customer calls and begin to provide services.

b. Initial Printer Listing

Schedule A and B contain all relevant information on each printer initially covered under the MPS Agreement. Printers listed in Schedule B will only be eligible for toner fulfillment and monitoring services. The Customer is responsible for discovering and identifying the required information for all printers to be covered under this agreement. Although CSA software tools may help discover devices based on detection of activity, idle units and units with no network connection may not be detected during this discovery process. In the event a customer identifies additional equipment which was mistakenly excluded from the original schedules, additional printers can be added using the Change Order form along with a printed configuration page for each printer added and made retroactive to the start date. Customers who call for services or toner for units not yet added to the contract may be told their printer is not covered since it will not appear in the CSA system.

c. "Fit for Service" Requirements

Prior to the start of the contract the following must be confirmed:

i. Each device must have a minimum of 25% toner remaining in the cartridge
ii. Each device must have a minimum of 25% life remaining for other consumable maintenance items (fuser kit, maintenance kit, drums)
iii. Any device displaying a service or supplies alert (error codes, low consumables, etc.) must have the condition corrected
iv. Any device with an image quality issue must have the condition corrected

d. Tagging

Each printer initially covered under the agreement maybe tagged with a CSA Service tag by a CSA representative. The tag includes the serial # of the printer, the phone # for service and supplies and other relevant information. The tag should not be removed from the printer during the term of the agreement. CSA may mail tags to the customer for placement on the printers for machine additions or remote locations during the term of the contract.

e. Installation of DCA Software

CSA will work with the Customer's IT staff to perform the initial installation of the Data Collection Agent ("DCA") software for networked devices. Additionally, CSA may assist the Customer's IT staff to push the local client version of the DCA software for use with any non-networked printers. It is the Customer's responsibility to keep the DCA installed during the term including any reinstallation that may be required as a result of change in the Customer's infrastructure or environment.

ARTICLE I.

4. Ordering Procedures

a. Toner

Printer toner cartridges may be ordered from CSA by either calling our Customer Service order desk at 1-800-355-1385 or by placing an on-line order in the myCSA site. Customers who wish to use the myCSA site must first register at www.csa.canon.com and select the myCSA icon on the home page. Customers will be asked to provide the related serial # or asset tag# located on the asset tag placed on the printer. The maximum toner order is limited to 1 cartridge per serial#. CSA Reserves the right to limit toner shipments based upon print volume/utilization.

b. Service Calls

Requests for repair may be placed by either calling our Dispatch Center at 1-800-466-1750 or by placing a service request on-line at www.solutions.canon.com.

c. Add/Remove

Additions or deletions of printers covered under the MPS Agreement are made by executing and submitting an MPS Change Order form indicating the pertinent information on the specific units being added or removed from the agreement. Additionally, Customers must provide a printed configuration page from each added or removed unit which provides CSA necessary meter, quality and other information necessary to make the change effective. Please note that changes to the printer fleet configuration may impact the price per copy reflected in the contract on a prospective basis.

5. **Customer Service**

For any questions or contract changes, please reference the following contact information:

Email: MDSUPPORT@csa.canon.com
Phone: 1-888-414-2720

6. **Relocations**

If Customers relocate any printers under the agreement, they must promptly notify CSA in order to change the location information in the CSA database. Customers are responsible for de-installing and reinstalling all relocated printers including installation of the DCA in order to keep the printers communicating with CSA. Please note that printers relocated outside of CSA's Servicing geography (e.g. Alaska, remote islands, etc.) may not be eligible to be covered under this agreement.

7. **Meter Collection**

The MPS program is designed to automatically collect periodic meter readings from the printers covered under this agreement using the DCA software program. The DCA program is initially installed on the Customer network for connectivity to networked printing devices. A local DCA program must be installed on individual networked computers in order to communicate with non-networked printers. It is extremely important to keep the DCA software connected in order for CSA to capture information in order to provide the services under the MPS Agreement. Customers are responsible to maintain this critical connection which may require reinstallation of the local DCA software when upgrading, replacing or repairing related computers.

8. **Estimation**

If CSA does not receive timely meter readings from the DCA software or alternatively from the Customer through other means of communication, CSA will estimate the usage on the related devices utilizing past customer history or, if no historical data is available, utilizing CSA estimates based on CSA standard usage rates by model.

9. **Toner Usage Reconciliation**

The MPS program includes replenishment of toner cartridges based upon toner page coverage of 5% for black toner and 20% for color toner. Customers who print images with more toner average coverage should expect to pay additional charges. Toner usage reconciliation is done separately for black toner,color toner, and MICR toner. Please see the reconciliation example below:

Toner Manufacturer Yield per Cartridge	3,000
# of Cartridges shipped to Customer*	x 10
Manufacturer Expected Print Volume	30,000
Extra 10% provided by CSA	- 3,000
CSA Expected Print Volume	27,000
Actual Print Volume	- 25,500
Volume Reconciliation	1,500
Price per Page	x $ .0200
Toner Usage Reconciliation Charge	$30.00

* Note: Certain cartridges for the same models may contain different manufacturer yields.

10. **Quarterly Review Process**

Customers are entitled to a quarterly review discussion to review expectations, charges, print volume data and recommendations for further optimization of the print environment.

11. **Renewal and end of term process**

Customers may request to renew the contract prior to the scheduled expiration by providing a written request to CSA stating the requested renewal term. CSA shall promptly provide a renewal quote for the requested renewal period. Upon mutual agreement, a new agreement shall be executed for the renewal term.

If the Customer does not chose to renew, the Customer may return unused toner within 30 days of the end of term and CSA will adjust the # of cartridges shipped for the purpose of computing the final toner reconciliation described above. Customers must contact the CSA Customer Service center at 1-800-355-1385 to obtain return instructions and return authorization # prior to mailing the returned supplies back to CSA. In the event CSA is unable to obtain a final meter reading from the DCA or other reasonable means, CSA will estimate the final meter reading using customer volume history or utilizing the CSA standard usage rates by model.

ARTICLE II

1. DCA Software & Technical Requirements

CSA must utilize data collection software to provide services under this agreement. CSA is responsible to maintain the software, provide updates when necessary, and assist with the initial installation as necessary. The detailed technical information with respect to the Data Collection Agent (DCA) is as follows:

The DCA collects usage data on Products from predefined Management Information Bases (MIBs), using Simple Network Management Protocol (SNMP). For greater security, the DCA initiates communication solely with the CSA Data Repository. Communication sessions are conducted via HTTPS (port 443), the universal standard in secure transactions. The DCA sends and receives data in a single hourly session.

CSA does not provide root access or local edit access to the DCA and CSA does not permit scripts to be run against the DCA.

Customers must provide the following technical information in conjunction with the implementation of the CSA Managed Print Services program. This information is required specifically for the expressed purposes of configuration and implementation the DCA.

INFORMATION

DCA Server (must be able to access all subnets with devices under contract)
Hostname
IP Address
Default Gateway
Fully Qualified Domain Name
DNS Server (primary and secondary)
Subnet Mask

Network
Subnet Range(s)

Proxy (if applicable)
Proxy Name
Port Number
Username / Password (if required)

SNMP
Public (READ)
Any non-public SNMP community strings

CONFIGURATION

In addition to the information above to function properly, the DCA requires the following network configuration
Port 80 TCP (outbound access) Port 443 TCP (outbound access) SNMP Port 161 UDP (access to all subnets with devices on contract)
Port 80 TCP (outbound access)
Port 443 TCP (outbound access)
SNMP (access to all subnets with devices on contract) Port 161 UDP (access to all subnets with devices on contract)

HARDWARE

Hardware: Non-dedicated server powered on 24 hours a day, 7 days a week
Network Card: 100mbit or higher
RAM 512 MB or higher
Internet connected browser

SOFTWARE

Computers where the DCA will be installed must meet the following software requirements
Windows XP, 7, Server 2003, Server 2008, Vista.NET version 2.0 SP2 or higher
Virtualization software support: The following virtualization software will support the installation:
Microsoft Virtual Server 2005
VMware GSX

DATA TRANSMISSION

The DCA transmits small amounts of data to the central server. This data includes only statistical and alert condition information. NO IMAGE DATA IS TRANSMITTED. The following data estimates are provided to assist in the assessment of network impact.
DCA scan, blank IP: 5.2KB
DCA scan, 1 printer: 7.2KB
DCA scan, 1 printer, 254 local IP addresses: 96KB
DCA scan, network of 15 printers, 254 local IP addresses: 125KB

Canon Solutions America, Inc. Agreements and Documents

Large Format Solutions (LFS)

Ancillary Form Agreements

Customer Agreement Terms and Conditions

Common Terms

1.0 DEFINITIONS.

a. **Agreement** means this Customer Agreement and all schedules, amendments, and/or addenda attached hereto or made a part thereof.
b. Client Software means that portion of the Software that resides in, and operates on, the desktop or portable computers in use by Customer or third parties and which provides access to the Server Software and computer system resources shared and used by the Software.
c. **Confidential Information** means Firmware, Software, Documentation, technical service manuals, service bulletins, databases, customer lists, pricing, results, discounts and/or such other information as is marked as "confidential" by a party hereto.
d. **Consulting Services** means consulting provided by CSA as relates to the Firmware and/or Software. Consulting Services may be provided by CSA at any time during the term of this Agreement. Consulting Services, if any and the price therefore are set forth on the applicable Customer Agreement Addendum or on a separate statement of work signed by CSA and Customer.
e. **Consumables** means toner, developer, paper, photoconductor or ink, as the case may be, to be used in conjunction with or for the Equipment.
f. **CSA** means Canon Solutions America, Inc.
g. **Customer** means the business entity defined on the Cover Sheet.
h. **Documentation** means documents and other materials provided to Customer to support use of Equipment and/or Software.
i. **Educational Services** means training provided by CSA as relates to the Equipment, Firmware and/or Software.
j. **Excess Charge** means charges in Excess of the Square Foot or SmartClick Allowance specifically set forth on the Cover Sheet.
k. **Effective Date** means (i) the date the installation is completed; or (ii) for Software which is not installed during the installation of the Equipment, the date the Software is enabled or shipped; or (iii) in the case of conversions or trials, the date specified by CSA.
l. **Equipment** means printing and/or scanning equipment, including accessories and ancillary equipment each and all of which is identified by model number on the Cover Sheet, excluding NOLI Products.
m. **Firmware** means software embedded in Equipment in object code form, incidental to operation of the Equipment, licensed by the Equipment manufacturer to Customer or for which CSA has the right to sublicense to Customer.
n. **Implementation Services** means services relating to the implementation of Firmware and/or Software and which are rendered at or about the time of Equipment installation and may include (but shall not be limited to) review of print applications, validation of hosts and network paths, validation of system configuration(s), and overview of printer/server operation. Implementation Services acquired hereunder, if any, and the costs thereof are set forth on the applicable Customer Agreement Addendum.
o. **Installation** means the Equipment is ready for commercial operation in accordance with manufacturer's published specifications.
p. **Installation Site** means the Customer's "Ship To" address specified on the Cover Sheet and to which Customer requests that CSA ship the Equipment or Software. Delivery will be made to the Installation Site.
q. **Maintenance** means the repair and/or replacement of parts, subassemblies, and Firmware to keep the Equipment, and if applicable NOLI Products, in good working order per manufacturers or CSA's written specifications, as the case may be, provided that repairs can be performed in the field. Parts required for repair may be used or remanufactured in accordance with CSA's specifications. Maintenance may be provided by CSA or a third party subcontracted by CSA.
r. **NOLI Products** means Non-CSA Listed Items, which may include hardware, software (and specifically Third Party Software), equipment, supplies, service, warranty, network equipment and other items not listed in CSA's price list and as designated on the Cover Sheet or Customer Agreement Addendum. NOLI Products are provided as a convenience to Customers and are not eligible for CSA warranty or maintenance and accordingly Customer waives any claim it might have against CSA for any loss, damages or expenses caused by NOLI Equipment.
s. **Parts** means all parts certified by CSA as meeting manufacturers' and/or CSA specification, as the case may be, and which are required to provide Maintenance to Products. Such certification requirements shall be determined solely by CSA.
t. **Product** means Equipment, Consumables, Maintenance, Professional Services, Educational Services and Parts provided hereunder, excluding NOLI Products
u. **Professional Services** means collectively Implementation Services, Educational Services and Consulting Services each of which as such services relate to Software acquired hereunder. Professional Services, if any and the rates therefore, are specified in the applicable Customer Agreement Addendum.
v. **Server Software** means that portion of the Software that resides in, and operates on, the computer systems of Customer which allow access by the Client Software to shared computer system resources, including data files and databases.
w. **Service Charges** means charges invoiced by CSA for Maintenance Services and/or Software Support and or charges based on use.
x. **SmartClick™** means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.
y. **Software** means all computer software programs provided by CSA, whether embedded in Equipment or provided via separate media or download; the Software includes, but is not limited to, Firmware, Software, Third Party Software and software that is set forth in the applicable Customer Agreement Addendum.
z. **Software Support** means access to CSA support specialists for operator questions, installation support, explanation of Software features and functionality, network connectivity questions, and other software support issues. Software Support includes making available updates, fixes, minor enhancements and improvements to the current version of the Software and/or Firmware and correcting reproducible errors in Firmware or Software which errors are caused by defects in the software. Software Support does NOT include (i) administration of servers or database products; (ii) support of Firmware or Software installed on equipment using "beta" or operating systems not supported by CSA; (iii) resolution of network errors not directly related to Firmware or Software; or (iv) installation, setup or support of third party products not supported by CSA or software not acquired from CSA. Software Support does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with Software.

2.0 This Agreement governs the provision of Products and NOLI Products identified on the Cover Sheet and/or Customer Agreement Addendum and shall be binding on Customer upon Customer's signature and on CSA upon the shipment of the Product or the performance of any Professional Services and/or Maintenance. Once this Agreement becomes effective and legally binding as set forth in this Section, it is non-cancelable. CSA has no responsibility for the decision or effect of the decision of Customer to acquire NOLI Products, even if CSA helps Customer identify, evaluate or select such NOLI Products. Customer and CSA shall sign a separate addendum ("Supplemental Agreement") in connection with the purchase of such NOLI Products.

3.0 EQUIPMENT. Equipment shipped hereunder, unless otherwise specifically set forth in the applicable Equipment Schedule may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used. "New/Newly Manufactured" means Equipment that is newly assembled and which may contain a limited number of used components that have been thoroughly inspected and

tested to assure product performance and reliability specifications. “Factory Produced New Model” means Equipment that has been disassembled, cleaned, refinished and inoperable components replaced with new or used components. Such Equipment is newly serialized Equipment with new features and/or functions. Customer is the first user of this Equipment, which is fully tested to assure product performance and reliability specifications. “Like New” means Equipment previously on trial, used as a demo unit, shown at a trade show or equipment with nominal foot/copy count. All Like New Equipment has been maintained by CSA, has not been pre-owned by any other party and has a nominal foot/copy count from a controlled pre-production environment. “Remanufactured” means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components and is fully tested to assure product performance and reliability specifications. “Refurbished” means Equipment that has been under CSA maintenance, has been tested to ensure full functionality and reliability to specifications. “Used” means Equipment that has been maintained under CSA’s authorized technical standards. Used Equipment is offered without warranty.

4.0 DELIVERY; RISK OF LOSS; INSURANCE. Delivery dates provided for by CSA are estimates only and CSA shall not be liable for delays in delivery due to causes beyond CSA’s reasonable control. Customer is responsible for freight, delivery and rigging charges unless otherwise agreed. Risk of loss shall pass to Customer upon delivery to Customer’s loading dock. From the time of shipment until Customer’s payment obligations have been satisfied, Customer agrees (a) to give CSA prompt written notice of any damage to or loss of the Equipment or any occurrence arising from the possession, use, or operation of the Equipment resulting in death, bodily injury or damage to property; and (b) to maintain, at its expense, comprehensive general liability and property insurance covering the Equipment in an amount at least equal to the Equipment purchase price.

5.0 TITLE; SECURITY INTEREST; TRADE-IN. Customer agrees to immediately notify CSA in writing of any change in Customer's name or address or jurisdiction of organization, or discontinuance of its place or places of business. Prior to payment being made in full, Customer shall not move the Equipment from the Installation Site without first obtaining prior written consent from CSA. Title to Equipment (except with respect to Software) shall pass to Customer upon payment in full. CSA shall retain a first priority security interest in the Equipment and all proceeds therefrom until all purchase payments due CSA have been made. As security for the payment of all amounts due to CSA, Customer hereby grants to CSA a purchase money security interest in the Equipment and all proceeds thereof (including insurance proceeds). To the extent permitted by applicable law, Customer hereby authorizes CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA’s security interest in the Equipment including attachments, replacements, substitutions, modifications and additions thereto. Customer represents and warrants that any trade-in equipment is free and clear of all liens and encumbrances of any kind and that marketable title shall vest in CSA upon CSA's receipt of the trade-in equipment. Customer shall be responsible for related freight charges and trade-in equipment shall be packed in accordance with the manufacturer's specifications.

6.0 INSTALLATION AND SITE PREPARATION. CSA shall install the Equipment at the Installation Site. In no event shall Installation be later than thirty (30) days after delivery of the Equipment, except if delay is due solely to CSA. Customer shall be ready to timely receive the Equipment and shall have the area at the Installation Site prepared and ready to receive the unit of Equipment or the Software in accordance with CSA’s power, environmental and other requirements prior to its delivery, including appropriate space requirements, providing adequate power, analog phone line(s) and computers and/or network connection(s) (if required for the unit of Equipment), lighting, humidity, HVAC, and security. Installation services may be provided by an independent contractor at CSA’s discretion. Installation services include uncrating, unpacking, connection to peripherals, power, communication and other utilities, and rendering the Equipment or Software ready for use. All site preparation, including electrical wiring, air conditioning and necessary permits or approvals, is Customer’s responsibility. Unless otherwise specified in the applicable Customer Agreement Addendum, Customer operator training is available from CSA at its training rate in effect at the time of such training pursuant to Section 19.0. Customer must complete a CSA site survey, or equivalent CSA form, prior to installation of any Equipment or Software that will be connected to Customer’s computer network. In reliance on this information, CSA will either proceed with the installation, or advise Customer of potential problems that may limit functionality. If such survey has been completed and delivered to CSA, and there are any changes to Customer’s computer network or software, any attempts by CSA to remedy such problems will be at its standard charges then in effect, and CSA makes no representation or warranty that it can remedy such problems.

7.0 PAYMENT AND TAXES. Payment of the purchase price and other charges are due thirty (30) days from the date invoiced. Service Charges are billed for full month periods. If Equipment is installed on other than the first of the month, then Service Charges shall be pro-rated from the install date to the end of the month; in addition, use charges shall be charged based on the meter read for the same period. Once per twelve month period, CSA may adjust pricing for Maintenance Service Charges, or any component thereof, supplies and other materials, by a maximum of ten percent (10%). Customer shall pay on demand a late fee equal to the lesser of 1.5% per month or the maximum rate permitted by law, on all overdue payments whether such payments are due prior to or after a notice of default. All payments shall be made at the office of CSA as detailed on the invoice, or at any other place designated by CSA. Customer shall pay or reimburse CSA for all costs of collection (including reasonable attorneys' fees, litigation expenses and court costs) of any overdue amounts. Customer shall pay or reimburse CSA for all license fees, duties, privilege, sales, use, excise, stamp, and other similar taxes and charges now or hereafter imposed upon this transaction or relating to the ownership, sale, use or operation of Equipment (exclusive of franchise taxes or taxes based upon CSA’s net income).

8.0 DEFAULT AND REMEDIES.

a. Any of the following shall constitute a default by Customer ("Default"):
   (i) failure to pay any amounts when due and such failure remains unremedied for thirty (30) days from the due date; or,
   (ii) failure to comply with any material provisions or perform any of its material obligations arising under this Agreement or under any other documents or agreements relating to this Agreement, and such failure remains unremedied by Customer for a period of thirty (30) days from any such failure.
b. Upon any uncured Default, CSA may exercise any one or more of the following remedies (which remedies shall be cumulative):
   (i) terminate this Agreement and/or any applicable Customer Agreement Addendum;
   (ii) declare all amounts due from Customer immediately due and payable in full;
   (iii) secure peaceable repossession and removal of the Equipment by CSA or its agent without judicial process and sell or lease at such place as CSA may deem advisable and CSA may be the purchaser at any such sale;
   (iv) require Customer to pay all expenses, including reasonable attorney fees and costs, in connection with the retaking, refurbishing, selling or the like of the Equipment;
   (v) exercise any other right or remedy available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce this Agreement or recover damages for breach thereof. To the extent permitted by applicable law, Customer waives all rights it may have to limit or modify any of CSA’s rights and remedies under this Agreement, including but not limited to, any right to require CSA to dispose of the Equipment or otherwise mitigate its damages.

9.0 WARRANTY.

9.1 Equipment Warranty
CSA warrants that on completion of Installation, Equipment will be (i) in material conformance with the manufacturer's published specifications, (ii) qualified for CSA's standard maintenance services; (iii) free from material defects in workmanship and materials. All parts found to be defective during installation shall be repaired or replaced at the option of CSA. All defective parts replaced under this warranty shall become the property of CSA. If a warranty period is marked on a Customer Agreement Addendum, then warranty shall continue from Installation for the period set forth on such Customer Agreement Addendum. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be to reject the Equipment and cancel the affected Customer Agreement Addendum. In no event shall a breach of this warranty give rise to a claim for damages against CSA. CSA's obligation hereunder is limited to the repair or replacement (at CSA's option) of any Equipment, material or part which does not conform to this warranty. The warranty set forth herein does not apply to Used Equipment and is conditioned upon Customer giving prompt written notice to CSA of any discovered defects at the time installation is complete. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer.

9.2 Software Warranty
(a) CSA warrants that upon installation the Software will conform to CSA's then current published specifications, provided the Software is properly installed (if installed by Customer) and used. CSA does not warrant that (i) Software will meet Customer's requirements or that operation of the Software will be uninterrupted or error-free or (ii) that any Software-related services rendered hereunder will result in improvements in Software or in the solution to any problems Customer may encounter in the use of Equipment or Software.
(b) CSA warrants that prior to shipment, (i) CSA has tested the Software using commercially available virus detection programs and no viruses were found and (ii) the Software contains no "time bombs" or other disabling devices except as noted herein. CSA has implemented disabling code to protect Software and Equipment against unlicensed use. Improperly or non-licensed Software will operate only for a limited time, typically thirty (30) days, or will operate in some diminished capacity.
(c) The entire liability of CSA, and the sole remedy of Customer, in the event of breach of any warranty in this Section 9.2 shall be, at CSA's option, (i) CSA's use of commercially reasonable efforts to correct or replace the non-conforming Software within a reasonable period of time after receiving written notice from Customer or (ii)and if those efforts are unsuccessful CSA shall refund the Software License Fee paid by Customer to CSA less a reasonable fee for the period of use (based on depreciation deducted over a five year straight line basis), provided Customer ceases all use of and returns the Software to CSA.

9.3 Service Warranty
CSA warrants that all material and parts furnished pursuant to this Agreement will be in good working order at the time of installation, and CSA's obligation is limited to the repair or replacement of any material or part which does not conform to this warranty. CSA shall have no liability in the event that Customer's acts or omissions contributed to a breach of this warranty in any way to any loss sustained.

9.4 Disclaimer
THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CSA PROVIDES NO WARRANTY FOR NOLI PRODUCTS. FOR NOLI PRODUCTS, CUSTOMER MAY RECEIVE A WARRANTY DIRECTLY FROM SUCH PRODUCT OR SOFTWARE VENDOR.

10.0 LIMITATION OF LIABILITY.
(a) NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING CUSTOMERS OF CUSTOMER, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

(b) EACH PARTY'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED: (A) WITH REGARD TO EQUIPMENT, TO THE PURCHASE PRICE OF THE EQUIPMENT; (B) WITH REGARD TO SOFTWARE, TO THE LICENSE FEE OF THE SOFTWARE; (C) WITH REGARD TO MAINTENANCE SERVICES, TO AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MONTHLY MAINTENANCE CHARGES FOR THE RELATED EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO SUCH DAMAGES; AND (D) WITH REGARD TO PROFESSIONAL SERVICES, TO THE AMOUNT PAID FOR THE PROFESSIONAL SERVICES GIVING RISE TO SUCH DAMAGES.

(c) THE LIMITATIONS SET FORTH IN SECTIONS 10 (a) AND 10(b) ABOVE SHALL NOT APPLY TO OR LIMIT THE LIABILITY OF A PARTY FOR: (I) PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT CAUSED BY EITHER PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR (II) FOR CLAIMS ARISING UNDER SECTION 11 ("INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS"), OR (III) ANY VIOLATION BY CUSTOMER OF THE LICENSES GRANTED IN SECTION 12.1 HEREIN.

11.0 INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. CSA agrees to defend Customer against and hold Customer harmless from, claims, costs (including reasonable and necessary attorney fees), damages, demands judgments and liabilities arising out the claims of third parties that the Equipment or Software (but specifically excluding Third Party Software and NOLI Products) infringes such third party's United States patent, copyright or other intellectual property right and CSA agrees to pay the resulting costs, damages and attorneys' fees finally awarded, provided that Customer promptly notifies CSA in writing of the claim and fully cooperates with CSA and CSA has sole control of the defense and all related settlement negotiations. CSA's obligation under this Section is conditioned on Customer's agreement that if such Equipment or Software (except Third Party Software or NOLI Products, or the use thereof), becomes, or in CSA's opinion is likely to become, the subject of such a claim, Customer shall permit CSA, at CSA's option and expense, either to procure the right for Customer to continue using the Equipment or Software or to replace or modify the Equipment or Software so that it becomes non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in CSA's judgment, Customer shall return the Equipment or Software upon the request of CSA. Upon such return, CSA shall refund the applicable Equipment purchase price or Software license fee paid by Customer, less depreciation deducted on a five year straight-line basis. CSA shall have no liability for any claim based upon or any damages attributable to: (i) the combination, operation or use of the Equipment or Software with equipment or software not supplied or authorized in writing by CSA; (ii) modification of the Equipment or Software; or (iii) Equipment or Software made pursuant to specifications furnished by Customer. The foregoing states the entire obligation and liability of CSA with respect to infringement of patents, copyrights or other intellectual property rights. Customer shall indemnify and hold CSA harmless from and against any liability and expense, including reasonable attorneys' fees incurred by CSA in connection with any claim that the Equipment or Software, or any part thereof, custom made pursuant to specifications furnished by Customer infringes any third party's patent, copyright or other intellectual property right.

12. GRANT OF LICENSE; HDD SECURITY: CONFIDENTIALITY

12.1 (a) CSA grants Customer a personal, non-exclusive, non-transferable, limited license to use the Software (in compiled object code form) in the United States solely for internal use and solely in conjunction with the Equipment identified in the Cover Sheet, and to use the Documentation in support of Customer's authorized use of the Software until this Agreement is terminated in accordance with its terms or until Customer ceases using Software with the Equipment, at which time the Software, Documentation and all copies shall be returned to CSA or certified as destroyed. In addition to the Software, the Equipment identified in the Cover Sheet may contain other software that is used in connection with the maintenance of the Equipment (the "Maintenance Software"). Customer hereby acknowledges and agrees that the Maintenance Software has been installed for the sole purpose of use by a field engineer or technician authorized in writing by CSA to maintain the Equipment. Customer is not granted, whether by license or otherwise, any right to access or use the Maintenance Software for any purpose whatsoever, all rights to which are hereby expressly reserved by CSA. Any access or use of the Maintenance Software or any part thereof by Customer or any other person, including any person who purchases the Equipment from the Customer, is strictly prohibited. The Software license granted hereunder may not be assigned by Customer without the written consent of CSA and the payment of an additional license fee by the assignee (or subsequent licensee). No such additional license fee shall be due for Software embedded in the Equipment in the form of firmware.

(b) Software, including all results, information, ideas, data and products of any services provided by CSA (excluding Customer's data throughput) shall be the sole property of CSA or its suppliers and shall be regarded by Customer as Confidential Information of CSA. Customer shall not sell, transfer or otherwise make available the Software or Documentation to any third party and shall secure and protect them from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Customer may disclose the Software and Documentation to its employees (including contractors and temporary help) only to the extent (a) such disclosure is necessary to enable Customer to use the Software within the scope of the license granted herein and (b) any such parties agree that the Software is CSA's confidential information and agree to protect the Software pursuant to the terms set forth herein. Customer may copy the Software in machine readable form for backup and archival purposes only as necessary to support Customer's internal use of the Software with the Equipment on which use is licensed. Customer shall not modify, use other than for purposes of this Agreement, reverse engineer, disassemble or decompile any Software in whole or in part. All Software is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire Software only with those rights set forth in this Agreement.

(c) Upon termination of the License Agreement for Software identified on the Cover Sheet, Customer shall either (i) return the Software and Documentation, and all copies thereof, or (ii) certify to CSA in writing that the Software and Documentation, and all copies thereof, have been destroyed. The license for the various CSA software products listed herein are covered by a one-time license fee for these products. If Customer, however, requests that the Software be re-hosted (the installation of an existing software license onto a different hardware platform which might be either a server or mainframe hardware platform) an additional Software license fee may be due from Customer. In order to receive updates, fixes and enhancements (maintenance) for the CSA software products, Customer must continue to pay the license maintenance fee which is identified in the Cover Sheet. If Customer discontinues paying the license maintenance fee, Customer will not receive maintenance, however, Customer is permitted to use the CSA software solely with the Equipment and "as is" with no obligation on the part of CSA with respect to such use or maintenance. With respect to third party software, CSA is a reseller of such software. Customer's license for such third party software is granted from the third party software provider.

12.2 Hard Disk Drive Security

(a) Customer acknowledges that the hard disk drive ("HDD") on any Equipment may retain images, content, or other data during normal operation of the Equipment ("Data"), and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of its affiliates has an obligation to erase or overwrite Data prior to or upon Customer's return of the Equipment to CSA or any leasing company or other disposition of the Equipment. Customer is solely responsible for determining and implementing the appropriate method for erasing or overwriting Data during the Equipment's use by or on behalf of Customer and upon return of the Equipment to CSA or any leasing company or other disposition of the Equipment.

(b) Without limiting the foregoing, Customer should, prior to return or other disposition of the Equipment, (i) if applicable, utilize the HDD formatting (or comparable) function (which may be referred to as "Initialized All Data/Settings" function) which may be found on the Equipment to perform a one pass overwrite of Data or, if this function is not available on Equipment (ii) Customer may purchase from CSA a replacement hard drive (in which case Customer should properly dispose of the replaced hard drive). The replacement hard drive must be requested by Customer in writing at least ten (10) and not more than thirty (30) business days before the Equipment 's scheduled removal from Customer's premises.

12.3 Confidentiality. Customer shall maintain the confidentiality of Confidential Information and shall not disclose any Confidential Information to any third party without first having obtained the written approval of CSA. Customer shall not sell, transfer, distribute, disclose or otherwise make available the Confidential Information to any third party and shall secure and protect it from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Neither party will use for any purpose, other than performing this Agreement, or disclose to any third party any trade secrets or non-public information of the other party or its affiliates including, but not limited to, marketing information and strategy, marketing models, product information, advertising and promotional copy, pricing information, financial information, customer lists, test results, and all other proprietary information, trade secrets and non-public information. The parties agree to restrict circulation of all of such information within their own organization, except to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law. Upon termination of this Agreement, Customer shall either (i) return all Confidential Information to CSA, including the Documentation, and all copies thereof, or (ii) at CSA sole option, certify to CSA in writing that the Confidential Information, including the Documentation, and all copies thereof, has been destroyed.

13.0 NOTICES; CHANGES. Notices, requests or other communications shall be in writing and delivered by (a) United States first class mail, postage prepaid, and addressed to the other party at the address set forth on the face of this Agreement (or to such other address as such party shall have designated by proper notice), (b) personal delivery or (c) commercial overnight delivery service. Such notices will be deemed to have been given on the date when received or acceptance refused. Each party consents to service of process by certified mail at its address above (or such other address as it shall have designated by proper notice) in connection with any legal action brought by the other party. Customer authorizes CSA to fill in descriptive material in the Schedule (including serial numbers) and to correct any errors under the Agreement or Schedule. Upon reasonable notice, provided there

is no material adverse effect on performance, CSA shall have the right to change design, colors, materials or specifications of Equipment when it deems necessary.

Equipment & Software Maintenance Terms

The following Equipment and Software Maintenance Terms are only applicable if Maintenance is being purchased by Customer under this Agreement.

14.0 MAINTENANCE TERMS AND CONDITIONS. Pricing and the term for Maintenance purchased by Customer is set forth in the applicable Customer Agreement Addendum. The following general terms and provisions apply to any and all Maintenance purchased hereunder:

a. Corrective Maintenance coverage will be provided as is specifically set forth in the applicable Customer Agreement Addendum. CSA shall provide Customer: (a) CSA's standard preventive maintenance services ("PM's"), including labor and replacement parts to be provided Monday – Friday during CSA's standard business hours of Monday through Friday 8:00AM to 5:00PM (the length and frequency of periods of time required for preventive maintenance will be determined by CSA); (b) corrective maintenance coverage as indicated on the applicable Customer Agreement Addendum, including labor and replacement parts (service on CSA holidays is available with advance notice to CSA and CSA shall bill Customer at its then current hourly rates for holiday service) provided that repairs can be performed in the field; and (c) engineering changes, including safety changes, deemed necessary by CSA. Preventive maintenance includes testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. PM's performed on weekends, holidays or between 5PM and 8:00AM (at Customer's request) will be billed at CSA's holiday rates in effect at the time of such service. If Customer refuses to permit installation of a safety change or removes one already installed, CSA may discontinue maintenance support services for all Equipment until the hazard has been corrected. All defective parts replaced during maintenance shall become the property of CSA. Parts used for repair may be used or remanufactured in accordance with manufacturer's specifications.

b. Engineering changes, including safety changes, shall be performed as deemed necessary by CSA. If CSA cannot perform a safety modification through no fault of CSA, or, if Customer refuses to permit installation of a safety change or removes any component deemed by CSA as integral to maintaining the safety of the Equipment, CSA may discontinue Maintenance for all Equipment until the problem as identified by CSA is remedied by Customer.

c. Customer shall: (i) provide CSA full, free and safe access to the Equipment for performance of Maintenance by CSA; (ii) allow CSA to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (iii) provide a suitable environment for the Equipment in accordance with manufacturer's environmental requirements; (iv) if applicable, report to CSA by the last calendar day of each month, the monthly usage according to the meter reading in footage or images as applicable; and (v) promptly inform CSA of any Equipment malfunctions or operating problems.

d. Customer shall NOT interfere with the proper operation of the meter.

e. The Maintenance term shall commence upon installation of the Equipment or, if already installed, upon certification by CSA, or, at the conclusion of the Warranty period, if any.

f. The Customer Agreement Addendum shall identify an initial maintenance term, and Customer shall not terminate maintenance services during the initial term. The initial maintenance term shall begin after the warranty period indicated upon the Customer Agreement Addendum, if no warranty is provided, then upon installation of the Equipment or, if already installed, upon certification by CSA. Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA shall provide Customer with ninety (90) days prior written notice of renewal of maintenance services. CSA may withdraw any item of Equipment or Software from maintenance coverage (i) if such Equipment or Software has been removed from the Installation Site and CSA does not offer maintenance services at the new Equipment location or (ii) if CSA declares end of life for such Equipment or Software, and then only with at least ninety (90) days prior written notice. Customer may terminate Maintenance in any renewal term upon ninety (90) days prior written notice. Customer shall pay monthly service charges up to the date of termination. For any prepaid amounts, CSA shall refund or credit the pro rata amount of the remaining term from the effective date of termination.

g. CSA shall not be obligated hereunder to provide Maintenance determined by CSA to be necessary due to or caused by, in whole or part: (i) failure to continually provide a suitable environment in accordance with CSA's requirements; (ii) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with CSA's or manufacturer's operating instructions or within manufacturer's specifications; (iii) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (iv) alteration of Equipment, including any deviation from Equipment design, unless previously authorized in writing by CSA; (v) attachment(s) to the Equipment, including connection of devices not supplied by CSA, which cause the Equipment to malfunction, unless previously authorized in writing by CSA; (vi) use of improper, or inadequate use of or failure to use, supplies; (vii) the use of forms and media not in compliance with CSA's paper and media specifications; (viii) maintenance or repair services performed by Customer or a third party without written authorization from CSA; or, (ix) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA. If in CSA's sole opinion, Equipment has been rendered unrepairable, then CSA may refuse to render services under this Agreement and may terminate this Agreement. If repairs or replacements as set forth above are needed due to causes listed above, CSA's prices to provide any such repair or replacement will: (i) use the current published hourly service rates and minimum charges for the service time, which includes travel and waiting time; (ii) use the current parts and material prices; and (iii) charge for shipping and travel expenses. All repairs will be governed by the terms of this Agreement, however, CSA reserves the right to decline to perform such services.

h. The following are not within the scope of Maintenance Service or warranty: (i) provision and installation of optional retrofits; (ii) enhancement of any feature of the Equipment; (iii) services connected with Equipment relocation; (iv) installation/removal of accessories, attachments, or other devices; (v) exterior painting or refinishing of Equipment; (vi) maintenance, installation, or removal of Equipment or devices not provided by CSA; (vii) performance of normal operator functions as described in applicable CSA operator manual(s), including, but not limited to, loading of toner, inks and/or paper; (viii) performance of services necessitated by accident, disaster including effects of water, wind, lightning, terrorism, negligence, temperature, inadequate ventilation, power failure, improper electrical power, unauthorized alteration of Equipment, tampering, service by other than CSA, causes other than ordinary use, improper supplies or accessories, the use of non-CSA parts, toner, developer or inks, interconnect ion of Equipment by electrical or electronic, or mechanical means, with incompatible Equipment, or failure to use CSA operating system software; (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Equipment; (x) the use of forms not in compliance with CSA's paper specifications; and (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Equipment is integrated or otherwise connected. Maintenance provided by CSA to resolve an exclusion set forth under this

paragraph shall be billed at CSA's (i) then published hourly service rates and minimum charges for service time, including travel and waiting time; (ii) parts and material prices then in effect; and (iii) charges for shipping and travel expenses.

l. Software Support; Modifications

(a) CSA will use reasonable efforts to correct reproducible errors in any current, unaltered release of Software caused by a defect or malfunction which prevents Customer from operating the Software in a manner consistent with CSA's then current published specifications. CSA, in its sole discretion, shall choose the method to correct or replace the Software. These methods may include, but are not limited to, telephone, remote and on-site support. Support of any Software modified by Customer or any third party not authorized in writing by CSA, is not covered by this Agreement. If either Customer or a third party modifies the Software and, in CSA's sole opinion, such modification affects the performance of the Software, Customer shall pay CSA, at CSA's then applicable rates, for all resulting support services.

(b) CSA will make Software revisions available at no charge for Software deemed by CSA as "current" release versions to Customers covered under an active CSA software maintenance contract. Software revisions shall be defined as enhancements, modifications, updates, and improvements to the Software that CSA classifies as dot releases, meaning the Software revision code changes only in the fractional portion of the program level (i.e. v1.20 >v1.25> v1.41, etc.) ("Dot Release"). New functionality may be available with Dot Releases and will be offered to Customers at reasonable prices. Installation of Dot Releases may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Dot Releases are the Customer's sole responsibility.

(c) CSA will make "new" Software releases available to Customers covered under an active CSA software maintenance contract at reasonable upgrade prices. New Software releases are defined as those enhancements, modifications, updates, new functionality and improvements that CSA classifies as a "version release", meaning the whole number portion of the Software version changes (i.e. v1.xx >v2.xx>v3.xx etc.) ("Version Release"). Installation of Version Releases may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Version Release are the Customer's sole responsibility.

(d) Support does not include (i) administration of servers or database products; (ii) support of Software installed on equipment using "beta" or operating systems not supported by CSA; (iii) resolution of network errors not directly related to Software; or (iv) installation, setup or support of third party products not supported by CSA or software not acquired from CSA. Maintenance does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with CSA Software. CSA will provide support services for (a) the latest Software Version Release (e.g.v5) following the date it is made generally available and (b) for the immediately prior Version Release (e.g. v4) during the twelve (12) month period following the date the latest Software Version Release (v5) is generally available. Software support shall terminate if CSA declares end of life for such Software, and then only with at least ninety (90) days prior written notice.

(e) It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. CSA shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. Purchase and administration of anti-virus software is Customer's responsibility. Assistance for installing and maintaining anti-virus software is outside the scope of standard support but is available from CSA as a billable service upon request.

15.0 ORDERING OF SUPPLIES AND OTHER MATERIALS. Customer orders for supplies, staples, field replaceable units, consumables, expendables or any other materials normally purchased by Customers (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB destination; and (c) are subject to a twenty percent (20%) restocking fee if accepted for return by CSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CSA's preferred carrier(s), Customer shall provide CSA with the carrier's name and Customer's account number so that delivery charges will be incurred directly by Customer. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject to the actual delivery charges. Claims for defective items, item shortages and invoice discrepancies as well as notification of both lost shipments and in transit damage to items (not otherwise accepted by Customer) must be provided to CSA within thirty (30) days of (i) receipt of the item or (ii) the invoice date (whichever is applicable).

16.0 MAINTENANCE SERVICE CHARGES. For the period covering the Effective Date to the date that monthly billing commences for the first Minimum Maintenance Payment set forth on the applicable Customer Agreement Addendum ("Interim Period"), Customer shall pay CSA an amount equal to the Minimum Maintenance Payment divided by 30 and multiplied by the number of days in the Interim Period. CSA shall invoice the Minimum Maintenance Payment in advance and shall invoice the Excess Meter Charges and other usage fees ("Maintenance Service Charges") periodically as indicated on the Customer Agreement Addendum. If applicable, Customer shall provide meter readings by the last calendar day of each month showing the monthly usage by a CSA approved method. Should such meter readings not be provided in a timely fashion, Excess Meter Charges may be estimated by CSA. When supplies are included in the Minimum Maintenance Payment, Customer is entitled to the amount of toner which, on average, covers five percent (5%) of the media unless another coverage rate is specified in an applicable program or document. IN THE EVENT CSA DETERMNES AT ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND A REASONABLE REQUIREMENT BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, CSA MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE BY CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES. Notwithstanding any other provision herein and in addition to Maintenance Service charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows CSA to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes CSA to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that CSA enable the Remote Software on the Equipment listed on the Cover Sheet and/or Customer Agreement Addendum.

17.0 Software Help Desk Support (not applicable to CSA products under 7x24 service coverage)

If product support is made available through the purchase of "Remote Help Desk Support", then the following terms are applicable:

(a) CSA provides Remote Help Desk Support via telephone, to access CSA Support Specialists for operator questions, installation support, explanation of maintained software features and functionality, network connectivity questions, and other support issues ("Remote Support"). Remote Support is available Monday – Friday 8:30AM to 8:00PM EST, excluding holidays. By purchasing Remote Support, Customer has unlimited access to the help desk.

(b) CSA will provide Remote Support to those Customer employees who have been issued an ID code providing email/telephone access to the CSA Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.

Professional Services Terms

18.0 All Professional Services provided hereunder shall be set forth on the applicable Customer Agreement Addendum. A statement of work ("Statement of Work") may be signed by Customer prior to commencement of any Professional Services. The Statement of Work shall include the completion date (if applicable), total cost, a description of the work to be performed, acceptance criteria (if applicable) and maintenance charges (if applicable). All work product created under a Professional Services statement of work and all ideas, improvements, know-how, discoveries, and techniques including without limitation, computer programs, routines and code, developed in connection with Professional Services shall be owned by CSA. CSA grants to Customer a personal, non-exclusive, non-transferable royalty-free limited license to use such work product in the United States solely for internal use and solely in conjunction with the Equipment identified in the applicable Customer Agreement Addendum.

Educational Services Terms

19.0 All Educational Services shall be set forth on the applicable Customer Agreement Addendum. The following terms are only applicable if Educational Services are purchased and apply to any and all Educational Services purchased hereunder:

a. Educational Services are offered to Customer by CSA in the form of training sessions and are provided during CSA's standard business hours (Monday through Friday excluding CSA recognized holidays - 8:30 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at a CSA central training facility or at Customer's site as determined by CSA and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at CSA's discretion.

b. Unless otherwise set forth in a writing signed by both parties, standard CSA published rates apply. CSA published rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. CSA will bill Customer, and Customer agrees to pay, CSA's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.

c. Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under CSA's then current policy. Such training materials are CSA Confidential Information.

d. Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of Installation. In the event Educational Services are not completed within this time period and provided the delay is not due to CSA, Customer's Educational Services shall automatically terminate with no further obligation on the part of CSA, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.

e. Cancellation/Rescheduling. (i) CSA may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by CSA and CSA and Customer do not agree to reschedule such session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) CSA may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to CSA received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If CSA and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. In the event that CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses., (iv) Monies received for a training session, and the cancellation notice of which is received by CSA within five business days of the scheduled date for such training session, are not refundable. However, CSA may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (v) CSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

MISCELLANEOUS

20.0 MISCELLANEOUS. This Agreement shall constitute the entire agreement between Customer and CSA with respect to Equipment, services and software. Any variance from or additions to the terms and conditions of this Customer Agreement, or any Customer Agreement Addendum(s), amendments, schedules or addenda, in any purchase order or other written notification from Customer will be of no effect. This Agreement may not be assigned by Customer without the written consent of CSA and shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, permitted successors and assigns. CSA shall have no duty or obligation whatsoever to verify or inquire as to the validity, execution, signer's authority, or any other matter concerning the propriety of the facsimile or electronic transmission. This Agreement may not be modified or amended except in writing, signed by the parties hereto and no waiver shall be effective unless in writing, signed by the party to be charged. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. No action regardless of form arising out of this Agreement or any Schedule may be brought by either party more than one (1) year after the cause of action has arisen. Except for obligations of payment, neither CSA nor Customer shall be liable for nonperformance caused by circumstances beyond their control, during the time such circumstances exist including, but not limited to, work stoppages, floods, and Acts of God. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW RULES. Each party expressly and irrevocably agrees: (a) that any and all legal disputes whatsoever concerning this Customer Agreement and any Customer Agreement Addendum(s), amendments, schedules or addenda entered into hereunder, must be brought in the State or Federal courts located in New York, New York and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in New York, New York, for purposes of resolving legal disputes concerning this Agreement and any Schedules entered into hereunder, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Agreement and any amendments, schedules or addenda entered into hereunder.

Canon Solutions America, Inc.
Océ Arizona Series
Amendment

CSA Origination office:	100 Park Blvd, Itasca, IL 60143	**Customer:**	
CSA Administrative office:	100 Park Blvd. Itasca, IL 60143	**Contract No:**	

Océ Arizona Series Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

1. The following language is added as the last sentence of Section 9 of the Agreement:

   If Customer has purchased Maintenance and such Maintenance is marked on the Cover Sheet, Customer may terminate Maintenance upon ninety (90) days prior written notice to CSA. If Customer provides such notice of its intent to terminate, Customer shall be responsible for Maintenance charges, if any, for the period of coverage up until the effective date of termination.

2. Section 14(f) of the Agreement is deleted in its entirety and replaced with the following language:

   (i) Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term.

   (ii) CSA may notify Customer ninety (90) days in advance of the time of renewal that Maintenance for specific Océ Products covered under this Agreement will not be renewed.

   (iii) Customer may terminate Maintenance during the initial term or in any renewal term upon ninety (90) days prior written notice. If Customer provides such notice of its intent to terminate, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination.

3. The following language is added at the end of the Agreement as new Section 21.0.

   21.0. OCÉ ARIZONA SERIES EQUIPMENT WARRANTY AND MAINTENANCE EXCLUSIONS

   a. The following consumable items for the Océ Arizona Series are excluded from the warranty set forth in Section 9.0 of the Agreement:

   Consumable Item

   Printheads (unless otherwise set forth on the Cover Sheet)
   Table Vacuum Overlays
   UV Lamps & Lamp Filters
   Ink Filters

   b. The following consumable parts for the Océ Arizona Series are excluded from the Maintenance terms set forth in Section 14.0 of the Agreement:

   Consumable Part

   Printheads (unless otherwise set forth on the Cover Sheet)
   Table Vacuum Overlays
   UV Lamps & Lamp Filters
   Ink Filters

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on the parties until accepted by CSA. For an additional charge, Customer may obtain replacement coverage for up to one printhead during the warranty period or per year under the maintenance agreement. Purchasing coverage does not entitle customer to replacement of printhead unless replacement is required in order to maintain the equipment to published specifications. Such additional coverage must be specifically set forth in the Customer Agreement and/or Maintenance Agreement with a corresponding line item charge.

Customer Authorized Signature	**CSA Authorized Signature**
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

Canon Solutions America, Inc.
Océ Arizona Series Premia Class Field Reconditioned Equipment Amendment

CSA Origination office:	100 Park Blvd, Itasca, IL 60143	**Customer:**	
CSA Administrative office:	100 Park Blvd. Itasca, IL 60143	**Contract No:**	

Océ Arizona Series Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

This amendment applies to Premia Class Field Reconditioned Equipment only.

1. The following language replaces the first sentence of Section 3 of the Agreement:

"Products shipped hereunder, unless otherwise specifically set forth in the Cover Sheet or Customer Agreement Addendum may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished, Used **or Field Reconditioned**. "

2. The following sentences are added as the last sentences of Section 3 of the Agreement:

"Field Reconditioned" means Equipment previously used by a CSA customer that has been de-installed, bagged, and crated by CSA service technicians and installed at Customer's site, where the Equipment is tested to ensure full functionality and reliability to specifications by CSA service technicians for print quality. This process involves the installation of new parts, and may also include the installation of used parts at CSA's discretion. Field Reconditioned Equipment may have ink stains, dents, and printhead nozzles that do not function.

3. The fourth sentence of Section 9 of the Agreement is amended by adding the following:

"with respect to Field Reconditioned Equipment, the warranty period for printheads shall be for a period of six (6) months from the date of equipment installation."

4. The following language replaces the eighth sentence of Section 9 of the agreement:

"The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured, Refurbished Equipment or Field Reconditioned and is conditioned upon Customer giving prompt notice to CSA of any discovered defects; with respect to Field Reconditioned Equipment, determination of defective printhead is at the sole discretion of CSA Service Technician."

5. Section 14(f) of the Agreement is deleted in its entirety and replaced with the following language:

(i) Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term.

(ii) CSA may notify Customer ninety (90) days in advance of the time of renewal that Maintenance for specific Océ Products covered under this Agreement will not be renewed.

(iii) Customer may terminate Maintenance during the initial term or in any renewal term upon ninety (90) days prior written notice. If Customer provides such notice of its intent to terminate, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination.

4. The following language is added at the end of the Agreement as new Section 21.0.

21.0. OCÉ ARIZONA SERIES PREMIA CLASS FIELD RECONDITIONED EQUIPMENT WARRANTY AND MAINTENANCE EXCLUSIONS

a. The following consumable items for the Océ Arizona Series Premia Class Field Reconditioned Equipment are excluded from the warranty set forth in Section 9.0 of the Agreement:

Consumable Item
Table Vacuum Overlays
UV Lamps & Lamp Filters
Ink Filters

b. The following consumable parts for the Océ Arizona Series Premia Class Field Reconditioned Equipment are excluded from the Maintenance terms set forth in Section 14.0 of the Agreement:

Consumable Part
Printheads
Table Vacuum Overlays
UV Lamps & Lamp Filters
Ink Filters

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on the parties until accepted by CSA.

Customer Authorized Signature	**CSA Authorized Signature**
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

CANON SOLUTIONS AMERICA

ACKNOWLEDGEMENT / ACCEPTANCE COPY

Dear Customer:

Océ Remote Services (also known as ORS) is a service diagnostics tool which is designed to reduce service visits, shorten service resolution times and minimize downtime.

Océ has incorporated several security measures, controls and user interaction aspects in the development of the Océ Remote Service functionality:

- Customer is in control as they determine when and if Canon is allowed to connect remotely to the target device.
- Océ Remote Service only retrieves printer device information and no information about customer documents. Printer device information is secured with a password prior to transmission to Canon.
- It is possible for a customer using Océ Remote Service to see a history of the information that has been sent to Canon.
- Océ Remote Services uses Industry Standard HTTPS connection methods for all communication between the device and the Canon back-office.

Data traffic between your location and Canon (from Océ system to Canon service back-office) is mainly outbound, except when a Remote Assistance session is ongoing. In the latter case you are always in control and can initiate or turn-off the remote session at your own discretion. Please see attached ORS white paper for more details on ORS.

Please sign and return the attached copy of this letter marked “Acknowledgement / Acceptance Copy” as an indication that you authorize Canon Solutions America, Inc. “CSA” to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and (b) store and analyze such data solely for CSA’s own purposes related to servicing the Equipment and for product improvement. You hereby requests that CSA enable the Remote Software on the Equipment listed below;

ORS will be enabled on the following Equipment at your location:

All Océ Colorado 1640 Printer(s)
Future Océ Colorado Printers

I hereby authorize CSA to use Oce’ Remote Services software as described herein.

Company _____

By _____

Title _____

Date _____

Please send original signed form to:

Carol Knopf
100 Park Blvd, Itasca, IL 60143
cknopf@csa.canon.com

Canon Solutions America, Inc.
Océ Colorado 1640
Amendment

CSA Origination office: 100 Park Blvd, Itasca, IL 60143
CSA Administrative office: 100 Park Blvd. Itasca, IL 60143

Customer:	
Contract No:	

Océ Colorado 1640 Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

1.

1. The following language is added at the end of the Agreement as new Section 21.0.

21.0. OCÉ COLORADO 1640 EQUIPMENT WARRANTY AND MAINTENANCE EXCLUSIONS

a. The following consumable items for the Océ Colorado 1640 are excluded from the warranty set forth in Section 9.0 of the Agreement:

Consumable Item
Printheads
Colorado 16xx Knife
Take Up Spindle
Unwind Spindle

b. The following consumable parts for the Océ Colorado 1640 are excluded from the Maintenance terms set forth in Section 14.0 of the Agreement:

Consumable Part
Printheads
Colorado 16xx Knife
Take Up Spindle
Unwind Spindle

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on the parties until accepted by CSA. For an additional charge, Customer may obtain replacement coverage for up to one printhead during the warranty period or per year under the maintenance agreement. Purchasing coverage does not entitle customer to replacement of printhead unless replacement is required in order to maintain the equipment to published specifications. Such additional coverage must be specifically set forth in the Customer Agreement and/or Maintenance Agreement with a corresponding line item charge.

Customer Authorized Signature	**CSA Authorized Signature**
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

Canon Solutions America, Inc.
Contex Quattro Scanner
Amendment

CSA Origination office:	100 Park Blvd, Itasca, IL 60143
CSA Administrative office:	100 Park Blvd. Itasca, IL 60143

Customer:	
Contract No:	

Contex Quattro Scanner Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

1. The following language is added at the end of the Agreement as new Section 21.0.

21.0. CONTEX QUATTRO SCANNER EQUIPMENT WARRANTY AND MAINTENANCE EXCLUSIONS

a. The following consumable items for the Contex Quattro Scanners are excluded from the warranty set forth in Section 9.0 of the Agreement:

Consumable Item
Calibration Sheet
Glass Platen

b. The following consumable parts for the Contex Quattro Scanners are excluded from the Maintenance terms set forth in Section 14.0 of the Agreement:

Consumable Part
Calibration Sheet
Glass Platen

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on the parties until accepted by CSA.

Customer Authorized Signature	**CSA Authorized Signature**
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

Canon Solutions America, Inc.

Canon imagePROGRAF printer
Amendment - LFS

CSA Origination office:	5450 Cumberland Avenue Chicago IL 60656
CSA Administrative office:	5450 Cumberland Avenue Chicago IL 60656

Customer:	
Customer #	

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment. In the event that this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall control.

Definitions:

- "Canon Equipment" means the model(s) of the Canon imagePROGRAF printer(s) set forth on the Cover Sheet.
- "Canon Products" means the software, consumables, accessories and/or parts used in connection with the Canon imagePROGRAF Equipment and set forth on the Cover Sheet and/or Customer Agreement Addendum.

1. The terms set forth in this Amendment shall apply only to the Canon Equipment and/or the Canon Products:

2. For the Canon Equipment and/or the Canon Products, in lieu of Section 9.0 of the Agreement, the terms of the imagePROGRAF LARGE FORMAT PRINTER LIMITED WARRANTY ("Canon Printer Limited Warranty") shall be the sole warranty in connection with the Canon Equipment and/or Canon Products (except for printheads used with the Canon Equipment), and the terms of the imagePROGRAF PRINTHEAD LIMITED WARRANTY ("Canon Printhead Limited Warranty") shall be the sole warranty in connection with printheads used with the Canon Equipment. If Customer purchases an extension of the Canon Printer Limited Warranty and/or the Canon Printhead Limited Warranty, the term and cost thereof is set forth on the Cover Sheet and/or the Customer Agreement Addendum. If Customer has not purchased an extension of the Canon Printer Limited Warranty and/or the Canon Printhead Limited Warranty maintenance services may be made available to Customer on a time and materials basis at CSA's then-current rates.

3. If Customer self installs the Canon Equipment, Customer is responsible for all installation services, including uncrating, unpacking, connection to peripherals, power, communication and other utilities and rendering the Canon Equipment and/or any Canon software ready for use. All site preparation described herein is the responsibility of the Customer.

4. The following language is added immediately after the first sentence of Section 7, (PAYMENT AND TAXES), of the Agreement:

> If Customer self installs the Canon Equipment, CSA will invoice Customer upon shipment of the Canon Equipment and payment is due thirty (30) days from the date invoiced.

5. The first sentence of Section 11 (INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS) of the Agreement is deleted in its entirety and the following language is added as the new first sentence of Section 11:

> CSA agrees to defend Customer against and hold Customer harmless from, claims, costs (including reasonable and necessary attorney fees), damages, demands judgments and

liabilities arising out the claims of third parties that a Product (but specifically excluding Canon Equipment, Canon Products, Third Party Software and NOLI Products) infringes such third party's United States patent, copyright or other intellectual property right and CSA agrees to pay the resulting costs, damages and attorneys' fees finally awarded, provided that Customer promptly notifies CSA in writing of the claim and fully cooperates with CSA and CSA has sole control of the defense and all related settlement negotiations.

6. Section 14.0 (MAINTENANCE TERMS AND CONDITIONS)and Section 16.0 (MAINTENANCE SERVICE CHARGES) of the Agreement are hereby deleted in their entirety.

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on CSA until accepted by CSA.

Customer Authorized Signature	**CSA Authorized Signature**
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

Canon Solutions America, Inc.
DGEN/Media One Amendment

CSA Origination office: 100 Park Blvd., Itasca, IL 60143
CSA Administrative office: 100 Park Blvd., Itasca, IL 60143

Customer:
Contract No:

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT # _____BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

1. The terms set forth in this Amendment shall apply only to the DGEN/Media One Products.
2. For the DGEN/Media One Products, in lieu of Section 9.0 of the Agreement, the following terms shall apply:

Media One Product Warranty:

I. Manufacturer warrants that Product(s) and parts thereof delivered hereunder will meet the applicable Specifications for such Product(s) and shall be free from defects in material and workmanship for a period of twelve (12) months from the date of completion of installation at End User's location. If, during such twelve (12) month period, Manufacturer is notified of any defect in the Product, then Manufacturer shall, within ten (10) days of notification thereof and at End User's option, either repair, replace or credit End User for such Product. Manufacturer shall deliver replacement Product under this warranty to End User or End User's designated customer transportation prepaid. Problems with the Product that are caused by improper maintenance by End User or End User's negligence shall not be covered by this warranty.

II. Manufacturer shall not be responsible for any End User losses relating to consumables (e.g., fabric, chemicals, etc.) or other wasted products caused by or relating to any defect with any Product or otherwise. Further, End User shall provide all consumables necessary to perform maintenance/service. Manufacturer will have no financial or other responsibility (including replacement) regarding any reasonable amount of consumables used or lost in connection with maintenance/service, testing and/or installation.

III. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Customer Authorized Signature	**CSA Authorized Signature**
Company Name:	Date:
Authorized Signature:	Accepted by:
Name (print):	Name (print):
Title: Date:	Title:

Canon Solutions America, Inc.

Easy Pac II Amendment

CSA Origination office:	100 Park Blvd. Itasca, IL 60143	**Customer:**	
CSA Administrative office:	100 Park Blvd. Itasca, IL 60143	**Customer #**	

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

Definitions

- "Excess Charges" means charges in excess of the SmartClick Allowance.
- "Program" means the Océ EasyPac II Océ TDS Black Toner/Océ PlotWave Black Toner/ Océ ColorWave Toner Pearls Cartridge Program.
- "Scheduled Supplies" means: in connection with Océ TDS Equipment and Océ PlotWave Equipment, the fixed amount of Océ Black Toner to which Customer is entitled as set forth in the Agreement(s) and/or this Amendment.
- "Supplies" means: (i) for Océ TDS Equipment and Océ PlotWave® Equipment, Océ Black Toner; (ii) for Océ ColorWave Equipment, Océ TonerPearls® cartridges.
- "Supplies Entitlement" means: in connection with the Océ ColorWave Equipment, the amount of Océ TonerPearls cartridges to which Customer is entitled as set forth in the Agreement(s) and/or this Amendment.
- "SmartClick™" means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.

Supplies Program

So long as Customer is not in default, the Program entitles Customer to the fixed amount of genuine Océ Supplies set forth in the Agreement and/or this Amendment, on a scheduled or entitlement basis. Scheduled Supplies for Océ TDS Equipment and Océ PlotWave Equipment will be shipped directly to the Ship to address set forth on the Cover Sheet during the term of the Agreement. Supplies for the Océ ColorWave Equipment will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the Agreement. Supplies may be used solely with the Equipment set forth on the Cover Page and/or Customer Agreement Addendum. Any additional Supplies that are required beyond the Scheduled Supplies or Supplies Entitlement can be ordered directly from CSA (toll free at 800-323-4827) at additional cost to Customer.

Equipment and Annual Allowance or Estimated Print Quantities

Printer Model: _____

Annual Allowance or Estimated Print Quantity: _____

Supplies Shipment

A. For Océ TDS Equipment or Océ PlotWave Equipment and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the Agreement, without Customer's request or without requiring any documentation or order confirmation from Customer. For Océ TDS Equipment and for Océ PlotWave Equipment, one unit of supplies is equal to one carton of Océ Black Toner. Changes to this shipment schedule are valid only upon execution of a new amendment to the Agreement. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA.

CSA will automatically ship [ ] Units of Océ Supplies on the first business day of each ○ other ○ month(s) ○ calendar quarter.

B. For Océ Colorwave Equipment and provided Customer is not in default: Supplies will only be shipped once an order has been placed by Customer. For Océ ColorWave Equipment, one unit of Supplies is equal to one Océ TonerPearls cartridge.

Term Supplies Entitlement [ ] Units of Océ Supplies

Pricing

For Océ TDS Equipment and Océ PlotWave Equipment: CSA will ship the Scheduled Supplies for the term of the Agreement. Additional amounts of Supplies may be required by Customer for excess print volumes or applications based on Customer's actual usage. Customer is responsible for ordering and paying for Supplies in excess of the Scheduled Supplies. Should Customer require additional Supplies beyond the Scheduled Supplies, CSA will ship such additional quantities to Customer upon acceptance of Customer's purchase order for such additional Supplies. Customer will be invoiced separately for such additional orders over Scheduled Supplies and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This Program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

For Océ Colorwave Equipment – SmartClick Excess Plan: This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the excess SmartClick Charge. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included. The Minimum Periodic Payment and Excess SmartClick Charges may both include a charge for toner.

Term

Customer may not terminate this Program except as set forth herein. This Amendment shall commence on the start date of the Agreement and shall remain in effect for an initial term of _____ months. The Program shall be automatically renewed for successive one (1) year terms at CSA's then current charges, for a *pro rata* amount of the Supplies Entitlement based on the Supplies Entitlement for the initial term and under the terms and conditions of the Agreement and this Amendment unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance that the Supplies covered under this Agreement will no longer be available for any subsequent renewal terms. Customer may terminate this Program in any renewal term upon ninety (90) days prior written notice. Upon the termination of the maintenance/toner program in a renewal period, The Customer agrees to be invoiced and agrees to pay for the excess toner that was used/shipped to Customer before the termination date along with all payments due up to the termination date for the period in question including any excess copy charges. For prepaid agreements, CSA will refund or credit the pro rata price of the remaining term as detailed above.

Miscellaneous

CSA may refuse shipment of Supplies if Customer is not current on payments, or is in default for any other reason. Customer may order Supplies under the Agreement and/or this Amendment solely for its own internal use and not for resale or, if Customer is a CSA authorized reseller, for the internal use of Customer's end user that acquires, through purchase or lease from Customer, the Océ Products and not for resale. CSA may refuse shipment in the event that CSA reasonably believes Supplies are not being used for the internal use of the Customer or Customer's end user set forth on the Cover Sheet and/or Customer Agreement Addendum.

Returns

Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization (RMA) is required prior to any return.

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on CSA until accepted by CSA.

Customer Authorized Signature	**CSA Authorized Signature**
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

Canon Solutions America, Inc.
Océ ProCut Equipment Warranty Amendment

CSA Origination office:	100 Park Blvd. Itasca, IL 60143
CSA Administrative office:	100 Park Blvd. Itasca, IL 60143

Customer:	
Contract No:	

Océ ProCut Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

Definitions

- "Base Machine" means each model of the following: Océ ProCut Table, Conveyor System, Roll-off Unit, Vacuum Generator, Automatic Router Bit Changer (ARC), ICC Camera, Integrated Tool Initialization Tool (ITI) and PC stand.
- "Consumable Parts" means cutting blades, knives, router bits, cutting underlays, scoring wheels and conveyor belts.
- "Océ ProCut Equipment" means the following: Base Machine, the modules and tool inserts set forth herein and Consumable Parts.
- "Preventative Maintenance" means testing, adjusting, cleaning and replacement of components scheduled in accordance with the Océ ProCut Equipment service specifications.
- "Service" means the repair and/or replacement of parts that are determined by CSA to contain manufacturing defects in order to keep the Océ ProCut Equipment in good working order per manufacturer's written specifications provided that repairs can be performed in the field.

1. The following language is added at the end of the Agreement as new Section 21.0.

21.0 OCÉ PROCUT EQUIPMENT WARRANTY AND SERVICE

a. WARRANTY. For the term of the warranty as set forth below, CSA warrants that on completion of Installation, the Océ ProCut Equipment will be (i) in material conformance with the manufacturer's published specifications, and (ii) free from material defects in workmanship and materials. All parts found to be defective during installation shall be repaired or replaced at the option of CSA. All defective parts replaced under this warranty shall become the property of CSA. Customer's sole and exclusive remedy for CSA's failure to perform under this Warranty shall be to reject the Océ ProCut Equipment. In no event shall a breach of this warranty give rise to a claim for damages against CSA. CSA's obligation hereunder is limited to the repair or replacement (at CSA's option) of the Océ ProCut Equipment, material or part which does not conform to this warranty. THE WARRANTIES SET FORTH IN THIS AMENDMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

b. TERM and EXCLUSIONS. The warranty and terms set forth in this Amendment shall apply solely to the Océ ProCut Equipment. The warranty period for the Base Machine shall be twenty-four (24) months from the date of installation and the warranty period for the modules and tool inserts set forth in Section 21.0(c) shall be six (6) months from the date of installation. During the applicable warranty period for the Océ ProCut Equipment, CSA shall provide Service for the Océ ProCut Equipment. CSA shall provide such Service during its normal business hours, at no charge, as determined to be necessary upon inspection by an authorized CSA Service Representative. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. Preventative Maintenance and the replacement of Consumable Parts are not covered by this warranty. Ground freight charges for parts covered by warranty are included. Expedited shipping charges of such warranty parts are excluded and will be invoiced to Customer separately. Service may be provided by CSA or a third party subcontracted by CSA.

c. The following modules and tool inserts are covered by the six (6) month warranty set forth in Section 21.0(a):

6 Month Warranty Limit on the following Modules & Tool Inserts

Description

Routing Modules
Universal Modules
Driven Rotary Tool
Oscillating Cutting Tools
Milling Spindles
Creasing Tools
Kiss-Cutting Tool
V-Cut Tool
Univ. Drawing Tool with pen
Universal Cutting Tool

d. POST-WARRANTY PROCUT EQUIPMENT SERVICE. Upon expiration of the warranty period set forth herein, Customer may purchase maintenance from CSA for the Base Machine by signing CSA's then-current maintenance agreement. Post-warranty Service is not available from CSA for the modules and tool inserts set forth in subparagraph 21.0(c) above.

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on the parties until accepted by CSA.

Customer Authorized Signature	**CSA Authorized Signature**
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

Canon Solutions America, Inc.
Océ TC4 Scanner
Amendment

CSA Origination office:	100 Park Blvd. Itasca, IL 60143	**Customer:**	
CSA Administrative office:	100 Park Blvd. Itasca, IL 60143	**Contract No:**	

Océ TC4 Scanner Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

1. The following language is added at the end of the Agreement as new Section 21.0.

21.0. OCÉ TC4 SCANNER EQUIPMENT WARRANTY AND MAINTENANCE EXCLUSIONS

a. The following consumable items for the Océ TC4 Scanner are excluded from the warranty set forth in Section 9.0 of the Agreement:

Consumable Item	***Item Number***
Lamp	1060023824
Glass Plate	2954987
Reference Plate	1060010241
Ref Plate Thick Original	1060050272
44" Basic Calibration Sheet	1060021389

b. The following consumable parts for the Océ TC4 Scanner are excluded from the Maintenance terms set forth in Section 14.0 of the Agreement:

Consumable Part	***Part Number***
Lamp	1060023824
Glass Plate	2954987
Reference Plate	1060010241
Ref Plate Thick Original	1060050272
44" Basic Calibration Sheet	1060021389

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on the parties until accepted by CSA.

Customer Authorized Signature	**CSA Authorized Signature**
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

Océ Colorado 1640 IPAK – Basic Integration and Onsite Training

Limitations

Canon Solutions America, Inc. ("CSA") will provide the network integration, configuration and training services set forth in this IPAK ("Services") to the customer identified in this IPAK ("Customer") in connection with the basic network integration of the Océ Colorado 1640 system in a standard Windows® environment. More advanced integrations are outside the scope of this IPAK and are not included in the Services. Integrations with these types of systems can be investigated on a case-by-case basis. Additional consulting time may be required based on the solution proposed.

Advanced consultation may include, but are not limited to, connecting and configuring Onyx® Thrive version 12.2 software to other printers or cutters in addition to the Océ Colorado 1640 printer, Color Management, G7® certification, creation of custom profiles beyond the 4 included with this IPAK, training on Caldera and work flow analysis.

Note: Upgrading the customer's Onyx Production House software is not included in the scope of this IPAK.

Note: Training on Caldera software is outside the scope of this IPAK.

Scope

A CSA-trained Technician will provide basic Quick Start Training to Customer at the time of delivery and installation of the Océ Colorado 1640 system. A CSA System Support Analyst (SSA) will schedule the onsite training ("Onsite Training") prior to the completion of the equipment installation. During this Onsite Training, CSA will provide basic operator training on the Océ Colorado 1640 printer and Onyx software. Upon completion of the Onsite Training, Customer will be able to:

- Operate and perform scheduled maintenance for the Océ Colorado 1640 printer
- Know where to obtain technical/application/software support

Delivery & Install

After delivery of the Océ Colorado 1640 system, a CSA-trained Technician will install the hardware and provide basic Quick Start Training:

- How to turn the system On/Off
- How to perform scheduled maintenance
- How to add/replace consumables
- How to send a print from Onyx software

Onsite Training

The CSA System Support Analyst will schedule the Onsite Training to take place within one (1) week of the equipment installation. This Onsite Training will be used to provide the comprehensive key operator training listed herein and address integration questions. Upon completion of the Onsite Training the Services outlined in this IPAK are fulfilled.

Onsite Training Details

Operation and Scheduled Maintenance of the Océ Colorado 1640 printer

- Overview of the machine and features
- Machine/consumable safety training
- Review of daily/weekly/monthly scheduled maintenance procedures
- Consumables monitoring and replacement

Onyx Software Overview

- If customer is currently on Onyx Thrive 12.x CSA Analyst will upgrade the customer to Onyx Thrive 12.2 to support Colorado 1640
- Install and setup printer driver
- Install and use of media profiles
- Onyx software components overview
- Job Editor settings
- Nesting jobs
- Create custom page sizes
- Create and edit Quick Sets
- RIP Queue Management
- Onyx software Backup
- Colorado specific settings in the profile

Perform Administrator functions

- Configure network settings
- Place service calls
- Online Resources

Get to Know the Printing System

- Connect your Printing System
- Printer working area
- Connect the mains supply cable and the network cable
- Switch on the printing system
- Turn off the printing system
- Move the system
- The Hardware
- Overview consumables
- How to utilize the output take-up roll

Media

- Replace media
- Remove a media roll
- Unpack the media roll
- Load a media roll
- Media requests
- Media related settings
- Overview of the media related settings
- Define the media types and sizes
- Overview supported media types
- Manage media profiles
- What are media profiles?
- Download media profiles from the Océ website
- Install media profiles
- Backup media profiles
- Add media type via RIP

Creating Custom Media Profiles in Onyx Thrive 12.2

- CSA Analyst will create four (4) custom media profiles for customer provided media in Onyx Thrive 12.2
    - 2 medias, 2 modes
    - 1 media, 4 modes

Operate the Printer

- Start up and shut down
- Start up the printing system
- Shut down the printing system
- Restart the printing system
- The status of the printing system
- Get Information About the Status of the Printing System
- Overview of the status icons
- Use Onyx Thrive™ 12.2 to send a print job
- Manage print jobs in Onyx Thrive™ 12.2

Maintenance

- Automatic maintenance
- Manual maintenance
- Clean maintenance station parts and matrix plate
- Calibrate the print head & carriage
- Refill ink & chiller
- Replace consumables
- Vacuum chiller

Post Install Remote Support Services (Optional)

Post Install Remote Support Services are available as an option upon request from the Customer to CSA. Utilizing Citrix® GoToAssist® and a phone, the Software Support Desk may provide Post Install remote support that may include, but are not limited to, the following:

- Configuration of Onyx software
- Installation of additional media profiles
- Create custom page sizes (if needed) and quick sets
- Media Selection
- Use of correct media profiles
- Ink selection
- Software questions
- Work Flow Analysis

Customer Responsibilities during Post Install Remote Support Services

- An IT or network administrator, familiar with Customer's network, applications, and administrative accounts, needs to be available
- A phone is accessible near the computer on which the Onyx software is loaded and the Océ Colorado 1640 Printer where a remote session can take place
- The Océ Colorado 1640 System is powered up and connected to a live network jack
- Networking Information: Static IP, Subnet Mask, Gateway, & DNS or a Reserved IP via DHCP
- An assortment of media for training
- ***Customer must provide Onyx dongle serial number for verification that they are on Onyx Thrive version 12.2***

Scope of Work Approvals

Customer agrees to the Services set forth herein and further agrees that any functionality or activity not explicitly defined in this IPAK is outside the scope of this IPAK and is not included in the Services. Any additional work requested by Customer will require the purchase of consulting time from CSA. A maximum of four (4) individuals shall be allowed in a single training session. A maximum of one (1) training session will be held on the same day as the scheduled onsite visit.

_____ Company name	_____ Proposal Number
_____ Installation Address	_____ City, State, Zip
_____ _____ **Main Contact Name** **Phone**	_____ _____ **IT Contact Name** **Phone**
_____ Email	_____ Email
_____ _____ Signature Date	_____ _____ Signature Date

Post Integration Support

Canon Solutions America provides the following support resources where you can get your questions answered and your hardware or software problems resolved:

Online Resources

- www.Onyxgfx.com Print Drivers, Media Profiles, Updates
- www.okb.oceusa.com – Online Knowledgebase
- www.csa.canon.com – Main site
- Email: solutions_esupport@csa.canon.com

Phone Support

- 1 (800) 355-1385
- x1 – Hardware/Software
- x2 – Order Supplies
- x3 – Sales
- x4 – Billing invoice

Canon Solutions America, Inc.
D&K Laminator Amendment

CSA Origination office:	100 Park Blvd., Itasca, IL 60143	**Customer:**
CSA Administrative office:	100 Park Blvd., Itasca, IL 60143	**Contract No:**

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT # _____BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

1. The terms set forth in this Amendment shall apply only to the D&K Laminator Products.
2. For the D&K Laminator Cutters, in lieu of Section 9.0 of the Agreement, the following terms shall apply:

D&K laminator Warranty:

For a period of six (6) months from the date of installation, Manufacturer warrants that the labor of the wide format laminating goods described on the reverse side hereof shall be free from defects. Manufacturer also warrants wide format laminating equipment parts (excluding laminating rollers) for a period of twelve (12) months from the date of installation. Wide format laminating rollers are under warranty for a period of three (3) months from the date of installation. All claimed defects in the equipment must be made in writing before the end of the warranty period or thirty (30) days after the discovery of the defect (whichever occurs first). Manufacturer reserves the right to repair or replace the goods, and the decision to repair or replace the goods shall be solely within the discretion of Manufacturer.

This warranty shall be void if the End User or the End User's agent shall make any repairs or replacements to the goods without the written consent or direction of Manufacturer. This warranty shall be void in the event that the goods are not properly maintained or are utilized beyond specifications. Upon receipt of a Return Authorization Number, the End User will ship to the Manufacturer, with transportation and insurance charges prepaid, all goods claimed to be defective and covered under this warranty. Such goods or their replacement will be returned to the End User F.O.B Manufacturer's plant. End User shall bear all costs of dismantling, shipping, reassembling, reinstalling and reprogramming the goods, before and after repair or replacement by Manufacturer. NOT WITHSTANDING ANY PROVISION OF THESE TERMS AND CONDITIONS, THE WARRANTY CONTAINED IN THIS PARAGRAPH 3, AS LIMITED IN IT, IS THE ONLY WARRANTY EXTENDED BY MANUFACTURER IN CONNECTION WITH ANY SALE BY IT AND IS EXTENDED TO THE END USER AND NOT TO ANY SUCCESSIVE BUYERS, USERS, THIRD PARTIES OR EMPLOYEES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

REMEDIES
Manufacturer's obligations under these Terms and Conditions, upon breach of warranty or other provision, shall be limited, at Manufacturer's election, to the repair or replacement of goods or the crediting to the End User of an amount not to exceed the purchase price of the goods.

Any action for breach of warranty or other provision must be commenced in the Circuit Court of Cook County, Illinois, within one (1) year after the cause of action has accrued.

LIMITATION OF DAMAGES
IN NO EVENT SHALL Manufacturer HAVE ANY LIABILITY WHATSOEVER FOR PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR TORT DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT.

Customer Authorized Signature	**CSA Authorized Signature**
Customer Name:	Date:
Authorized Signature:	Accepted by:
Name (print):	Name (print):
Title: Date:	Title:

Canon Solutions America, Inc.

Fotoba/Colex Cutters
Amendment - LFS

CSA Origination office: 100 Park Blvd. Itasca, IL 60143
CSA Administrative office: 100 Park Blvd. Itasca, IL 60143

Customer:	
Customer #	

Fotoba/Colex Cutters Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment. In the event that this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall control.

1. The terms set forth in this Amendment shall apply only to the Fotoba/Colex Cutter Products.
2. For the Fotoba/Colex Cutters, in lieu of Section 9.0 of the Agreement, the following terms shall apply:

Warranty:
a. Manufacturer warrants its replacement parts against defects in materials and workmanship. If Manufacturer receives notice of such defects during the term of this Agreement, Manufacturer, will, at its option, repair or replace parts which prove to be defective. Replacement parts are new or equivalent to new. Manufacturer's liability under this Agreement shall be limited to the supplying of required replacement parts and service, and upon the expiration or termination of this Agreement, all such liabilities shall terminate. In no event shall Manufacturer be liable for special or consequential damages, including, but not limited to, loss of production or profits due to downtime.

b. The foregoing warranty will not apply to defects resulting from:
1) Improper or inadequate maintenance by End-User;
2) End-User-supplied software or interfacing;
3) Unauthorized modification or misuse;
4) Operation outside of the environmental specifications for the product; or
5) Improper site preparation and maintenance.

c. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THOSE DESCRIBED HEREIN IN PARTICULAR, MANUFACTURER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Remedies:
For any breach of this Agreement by Manufacturer, End-User's remedy shall be limited to refund of support charges paid by End-User during the period of breach up to a maximum of twelve (12) months support charges for the products at issue.

Service:
Support and Service is provided by our partner Fotoba/Colex through the following dedicated number 1-877-306-1940 Monday – Friday: 8:00 a.m. – 5:00 p.m. EST

Customer Authorized Signature	**CSA Authorized Signature**
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-177
Amending Resolution 2017-124 and Resolution 2019-158 - AT&T Corporation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-177.

SYNOPSIS: Due to increased use of the wide area network for financial systems, document management, and security cameras, additional charges are expected to increase cost of network bandwidth from $7,500.00 per month to approximately $7,900.00 per month by adding Water Treatment Plant 2.

FISCAL IMPACT: Funds are budgeted in IT Contractual account, 0011310 53400, and IT Communications - Internet account, 0011310 54103, in FY 2020/2021.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-177.

Dana Whicker, IT Manager	11/2/2020
Katie Newton, Legal Assistant	11/2/2020
Dale L. Martin, City Manager	11/4/2020
Pauline Testagrose, Comptroller	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020

Caroline Best

Submitted By: Caroline Best, City Clerk Date: October 30, 2020

COMMISSION ACTION: Adopt

RESOLUTION 2020-177

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2017-124 AND RESOLUTION 2019-158; APPROVING A SPENDING INCREASE FOR AT&T CORPORATION WIDE AREA NETWORK BANDWIDTH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach utilizes Wide Area Network (WAN) bandwidth services from AT&T Corporation; and

WHEREAS, the City Commission previously approved a Master Agreement between the City and AT&T Corporation via Resolution 2017-124 and Resolution 2019-158; and

WHEREAS, due to increased use of the City's network for financial systems, document management, and the addition of security cameras at various City facilities, bandwidth requirements have increased by adding Water Treatment Plant 2; and

WHEREAS, the cost of the additional bandwidth will increase the monthly fees from $7,500.00 to approximately $7,900.00. Funds are budgeted in IT Contractual account, 0011310 53400, and IT Communications - Internet account, 0011310 54103, in FY 20/21.

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 increased spending level of approximately $7,900.00 for AT&T Corporation from that which was approved via Resolution 2019-158, attached hereto as Exhibit "A".

SECTION 2. This Resolution is effective immediately upon its final passage.

ADOPTED this 17th day of November, 2020.

ATTEST:

_____
Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

_____
John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:



_____
Tammi E. Bach
City Attorney

20170825-8906

at&t

MA50002328UA
AT&T MA Reference No. MA50002328UA

Amendment to the
MASTER AGREEMENT

Customer	AT&T
CITY OF FERNANDINA Street Address: 204 Ash St City: Fernandina Beach State/Province: FL Zip Code: 320344230 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Dana Whicker Title: Information Technology Manager Street Address: 516 S 10th Street City: Fernandina Beach State/Province: FL Zip Code: 32034 Country: USA Telephone: 9043103286 Fax: Email: dwhicker@fbfl.org	Street Address: 10375 Centurion Parkway N 4D-28 City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Amendment ("Amendment") to the AT&T Master Agreement, MA50002328UA dated January 25, 2016, ("Master Agreement") between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: Dale P. Martin	By: Veronica Danao
Name: Dale Martin	Name: Veronica Danao
Title: City Manager	Title: Contract Specialist CGI
Date: 8/16/17	Date: 31 Aug 2017 CS-MM455X

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

Amendment to the
MASTER AGREEMENT

A. **WHEREAS,** the parties have entered into a Master Agreement, pursuant to which, in conjunction with various Pricing Schedules and supporting contract documents, AT&T provides various AT&T services to Customer.

B. **WHEREAS,** the parties desire to modify the terms and conditions of the Master Agreement, from the Effective Date of this Amendment.

NOW, THEREFORE, the parties hereby agree as follows:

a. Article 4.4 titled Payments, under Article 4 PRICING AND BILLING, is modified by adding the statement regarding State Prompt Payment Act.

4.4 Payments. ***Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act.*** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

b. Article 10.11 titled Governing Law, under Article 10. MISCELLANEOUS PROVISIONS, is modified by changing the state law to Florida.

10.11 Governing Law. This Agreement will be governed by the law of the State of Florida, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for this Amendment, the Agreement remains unchanged. The validity of all terms and conditions not expressly amended by this Amendment remain unaffected. This Amendment constitutes an integral part of the Agreement, sets forth, together with the Agreement, the entire agreement between the Parties in respect of the subject matter of this Amendment and the Agreement.

Resolution 2017-124
Exhibit A

at&t eSign

Sales Contact Information
WADLEY; W.
904-407-2751
cw3669@us.att.com

eSign Fax Cover Sheet

Contract Id: 4698292

To: AT&T Automated Fax Handling Service **From:**

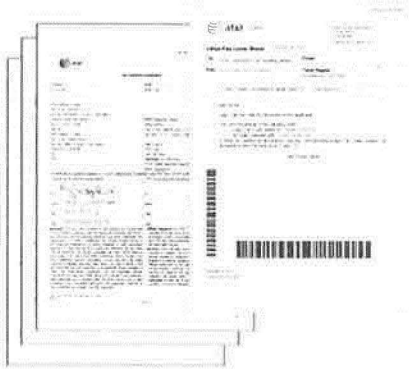
Fax: 877-374-4632 or 877-eSignFax **Total Pages:** 8
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
   I. eSign Fax Cover Sheet for Contract Id: 4698292
   II. All Pages stamped with Contract Id: 4698292
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1176576
Contract Id: 4698292

at&t

MASTER AGREEMENT

Customer	**AT&T**
CITY OF FERNANDINA Street Address: 204 ASH ST,NA City: FERNANDINA BEACH State/Province : FL Zip Code: 320344230 Country: United States	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Dana Whicker Title: Information Technology Manager Street Address: 516 S 10th Street City: Fernandina Beach State/Province: FL Zip Code: 32034 Country: United States Telephone: 9043103286 Fax: Email: dwhicker@fbfl.org	Street Address: 10375 CENTURION PKWY N 4D-28 City: JACKSONVILLE State/Province: FL Zip Code: 32256 Country: United States With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T

...

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By: eSigned - Dana Whicker	By: eSigned - AT&T Accepted
Name:	Name:
Title: Network Administrator	Title:
Date: 25 Jan 2016	Date: 25 Jan 2016

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents**. This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

(a) **Pricing Schedules**. A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").

(b) **Tariffs and Guidebooks**. "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.

(c) **Acceptable Use Policy**. AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.

(d) **Service Guides**. The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents**. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents**. Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates**. An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services**. AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment**. Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment**. Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms**. Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right**. Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment**. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users**. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services**. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term**. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes**. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing**. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments**. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges**. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms**. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC**. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

4.8 **Adjustments to MARC.**

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information**. Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations**. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions**. The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy**. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 **Limitation of Liability.**

(a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);

(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability**. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty**. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties**. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations**. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations**. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services**. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation**. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement**. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension** The following additional termination provisions apply:

(a) **Material Breach**. If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

(b) **Materially Adverse Impact**. If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(c) **Internet Services**. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

(d) **Fraud or Abuse**. AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(e) **Infringing Services**. If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).

(f) **Hazardous Materials**. If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination**.

(a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges**.

(a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.

(b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

(c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period

or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

(d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity**. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks**. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor**. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure**. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers**. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 **Assignment and Subcontracting**.

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability**. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief**. Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action**. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices**. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law**. This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws**. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries**. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival**. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language**. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

at&t

AT&T MA Reference No. MA50002328UA

Amendment to the
MASTER AGREEMENT

Customer	AT&T
CITY OF FERNANDINA Street Address: 204 Ash St City: Fernandina Beach State/Province: FL Zip Code: 320344230 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Dana Whicker Title: Information Technology Manager Street Address: 516 S 10th Street City: Fernandina Beach State/Province: FL Zip Code: 32034 Country: USA Telephone: 9043103286 Fax: Email: dwhicker@fbfl.org	Street Address: 10375 Centurion Parkway N 4D-28 City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Amendment ("Amendment") to the AT&T Master Agreement, MA50002328UA dated January 25, 2016, ("Master Agreement") between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: Dale Martin	By:
Name: Dale Martin	Name:
Title: City Manager	Title:
Date: 8/16/17	Date:

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

Amendment to the
MASTER AGREEMENT

A. **WHEREAS,** the parties have entered into a Master Agreement, pursuant to which, in conjunction with various Pricing Schedules and supporting contract documents, AT&T provides various AT&T services to Customer.

B. **WHEREAS,** the parties desire to modify the terms and conditions of the Master Agreement, from the Effective Date of this Amendment.

NOW, THEREFORE, the parties hereby agree as follows:

a. Article 4.4 titled Payments, under Article 4 PRICING AND BILLING, is modified by adding the statement regarding State Prompt Payment Act.

4.4 Payments. ***Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act.*** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

b. Article 10.11 titled Governing Law, under Article 10. MISCELLANEOUS PROVISIONS, is modified by changing the state law to Florida.

10.11 Governing Law. This Agreement will be governed by the law of the State of Florida, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for this Amendment, the Agreement remains unchanged. The validity of all terms and conditions not expressly amended by this Amendment remain unaffected. This Amendment constitutes an integral part of the Agreement, sets forth, together with the Agreement, the entire agreement between the Parties in respect of the subject matter of this Amendment and the Agreement.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2017-124
Agreement Approval - AT&T Corporation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-124

SYNOPSIS: The City utilizes Metro E services for its wide area network (WAN), which provides a shared network for the City to maintain software applications and store documents vital to the City's day-to-day operations. There are only two providers of this service locally. AT&T is the only vendor with the ability to adjust bandwidth at each site. The amount per month is $6,594.62, and funding was budgeted and is available in various accounts in FY2016-2017 and FY2017-2018.

FISCAL IMPACT: Included in current year, FY 16/17 and next year FY 17/18 budgets.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-124.

Tammi E. Bach, City Attorney	08/08/2017
Nicole Bednar, Administrative Services Manager	08/09/2017
Dale Martin, City Manager	08/09/2017
Patti Clifford, Comptroller	08/09/2017
Katie Newton, Legal Assistant	08/10/2017

Submitted By: Katie Newton, Legal Assistant Date: July 13, 2017

COMMISSION ACTION: Adopt

AT&T

CITY OF FERNANDINA
204 ASH ST
FERNANDINA BEACH FL 32034

Account Number 831-000-6310 458
Billing Date Sep 11, 2020
Questions? 1 844 288-6633
Web Site att.com

Invoice 3868486503
AT&T Tax ID 13-4924710

Invoice

Bill-At-A-Glance

Previous Bill	7,486.58
Payment - Thank You!	7,486.58CR
Adjustments	.00
Balance	.00
Current Charges	7,486.58
Total Amount Due	**$7,486.58**
Payment Due Date	**Oct 11, 2020**

Billing Summary

Questions?
Call: 1 844 288-6633
Online: www.businessdirect.att.com

AT&T Business Services

Group #000001
Sub-Account #831-000-6310 459 7,486.58
Total Group #000001 7,486.58

Total Current Charges 7,486.58

Current Charges

Group #000001

Sub-Account #831-000-6310 459 8310006310459
Charges for 300404810-282386
Customer Location:
6425 Southpoint Pkwy
JACKSONVILLE, FL 32216
Charges for AS/KRFN/000104/SB
AT&T Switched Ethernet
Network on Demand
Recurring Charges:
Aug 11, 2020 thru Sep 10, 2020
1. 1Gbps Port Connection InterT-IntraR 214.50
Qty: 1.00 Items at 214.50

One Time Charges:
2. 250Mbps BusCrtMed InterTIntraR 635.20
Aug 11, 2020
Qty: 1.00 Hours at 635.20
Total AT&T Switched Ethernet 849.70

Group #000001 - Continued

Taxes
State:
3. FL/FL STATE COMM SERVICES TAX 63.22
Local:
4. FL/FL LOCAL CST INTERSTATE 49.45
Total Taxes 112.67
Total AS/KRFN/000104/SB 962.37
Total 300404810-282386 962.37

Charges for 300404722-286808
Customer Location:
204 Ash St
FERNANDINA BEACH, FL 32034
Charges for AS/KRFN/000103/SB
AT&T Switched Ethernet
Network on Demand
Recurring Charges:
Aug 11, 2020 thru Sep 10, 2020
5. 1Gbps Port Connection InterT-IntraR 214.50
Qty: 1.00 Items at 214.50

One Time Charges:
6. 150Mbps BusCrtMed InterTIntraR 557.29
Aug 11, 2020
Qty: 1.00 Hours at 557.29
Total AT&T Switched Ethernet 771.79

Taxes
State:
7. FL/FL STATE COMM SERVICES TAX 57.42
Local:
8. FL/FL LOCAL CST INTERSTATE 44.15
Total Taxes 101.57
Total AS/KRFN/000103/SB 873.36
Total 300404722-286808 873.36

Charges for 300404699-292402
Customer Location:
1180 S 5th St
FERNANDINA BEACH, FL 32034
Charges for AS/KRFN/000102/SB
AT&T Switched Ethernet
Network on Demand
Recurring Charges:
Aug 11, 2020 thru Sep 10, 2020
9. 1Gbps Port Connection InterT-IntraR 214.50
Qty: 1.00 Items at 214.50

One Time Charges:
10. 100Mbps BusCrtMed InterTIntraR 400.56
Aug 11, 2020
Qty: 1.00 Hours at 400.56
Total AT&T Switched Ethernet 615.06

Taxes
State:
11. FL/FL STATE COMM SERVICES TAX 45.78
Local:
12. FL/FL LOCAL CST INTERSTATE 35.18
Total Taxes 80.96
Total AS/KRFN/000102/SB 696.02
Total 300404699-292402 696.02

Return bottom portion with your check in the enclosed envelope.

DUE BY: Oct 11, 2020 $7,486.58

AT&T

Billing Date Sep 11, 2020

Account Number **831-000-6310 458**
Please include your account number on your check

CITY OF FERNANDINA
204 ASH ST
FERNANDINA BEACH FL 32034

Set up electronic payments:
www.att.com/attsmartpayments

Make checks payable to:
AT&T
P.O. Box 5019
Carol Stream, IL 60197-5019

8310006310458386848650300820000007486580000748658 6

Current Charges

Group #000001 - Continued

Charges for 300404728-296818
Customer Location:
516 S 10th St
FERNANDINA BEACH, FL 32034
Charges for AS/KRFN/000101/SB
AT&T Switched Ethernet
Network on Demand
Recurring Charges:
Aug 11, 2020 thru Sep 10, 2020
1. 1Gbps Port Connection InterT-IntraR 214.50
Qty: 1.00 Items at 214.50

One Time Charges:
2. 10Mbps BusCrtMed InterTIntraR 221.00
Aug 11, 2020
Qty: 1.00 Hours at 221.00
Total AT&T Switched Ethernet 435.50

Taxes
State:
3. FL/FL STATE COMM SERVICES TAX 32.40
Local:
4. FL/FL LOCAL CST INTERSTATE 24.91
Total Taxes 57.31
Total AS/KRFN/000101/SB 492.81
Total 300404728-296818 492.81

Charges for 300404713-297690
Customer Location:
1525 Lime St
FERNANDINA BEACH, FL 32034
Charges for AS/KRFN/000105/SB
AT&T Switched Ethernet
Network on Demand
Recurring Charges:
Aug 11, 2020 thru Sep 10, 2020
5. 1Gbps Port Connection InterT-IntraR 214.50
Qty: 1.00 Items at 214.50

One Time Charges:
6. 10Mbps BusCrtMed InterTIntraR 221.00
Aug 11, 2020
Qty: 1.00 Hours at 221.00
Total AT&T Switched Ethernet 435.50

Taxes
State:
7. FL/FL STATE COMM SERVICES TAX 32.40
Local:
8. FL/FL LOCAL CST INTERSTATE 24.91
Total Taxes 57.31
Total AS/KRFN/000105/SB 492.81
Total 300404713-297690 492.81

Charges for 301024546-127133
Customer Location:
2800 John Robas Rd
Fernandina Beach, FL 32034
Charges for AS/KRFN/000511/SB
AT&T Switched Ethernet
Network on Demand
Recurring Charges:
Aug 11, 2020 thru Sep 10, 2020
9. 1Gbps Port Connection InterT-IntraR 214.50
Qty: 1.00 Items at 214.50

Group #000001 - Continued

One Time Charges:
10. 5Mbps BusCrtMed InterTIntraR 142.97
Aug 11, 2020
Qty: 1.00 Hours at 142.97
Total AT&T Switched Ethernet 357.47

Taxes
State:
11. FL/FL STATE COMM SERVICES TAX 26.60
Local:
12. FL/FL LOCAL CST INTERSTATE 20.45
Total Taxes 47.05
Total AS/KRFN/000511/SB 404.52
Total 301024546-127133 404.52

Charges for 301024611-127967
Customer Location:
225 S 14th St
Fernandina Beach, FL 32034
Charges for AS/KRFN/000512/SB
AT&T Switched Ethernet
Network on Demand
Recurring Charges:
Aug 11, 2020 thru Sep 10, 2020
13. 1Gbps Port Connection InterT-IntraR 214.50
Qty: 1.00 Items at 214.50

One Time Charges:
14. 50Mbps BusCrtMed InterTIntraR 338.25
Aug 11, 2020
Qty: 1.00 Hours at 338.25
Total AT&T Switched Ethernet 552.75

Taxes
State:
15. FL/FL STATE COMM SERVICES TAX 41.13
Local:
16. FL/FL LOCAL CST INTERSTATE 31.62
Total Taxes 72.75
Total AS/KRFN/000512/SB 625.50
Total 301024611-127967 625.50

Charges for 301021507-129209
Customer Location:
23 S Front St
Fernandina Beach, FL 32034
Charges for AS/KRFN/000509/SB
AT&T Switched Ethernet
Network on Demand
Recurring Charges:
Aug 11, 2020 thru Sep 10, 2020
17. 1Gbps Port Connection InterT-IntraR 214.50
Qty: 1.00 Items at 214.50

One Time Charges:
18. 4Mbps BusCrtMed InterTIntraR 110.50
Aug 11, 2020
Qty: 1.00 Hours at 110.50
Total AT&T Switched Ethernet 325.00

Taxes
State:
19. FL/FL STATE COMM SERVICES TAX 24.18
Local:
20. FL/FL LOCAL CST INTERSTATE 18.59
Total Taxes 42.77
Total AS/KRFN/000509/SB 367.77
Total 301021507-129209 367.77

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Current Charges

Group #000001 - Continued

Charges for 301145135-129601
Customer Location:
20 N 11th St
Fernandina Beach, FL 32034
Charges for AS/KRFN/000742/SB
AT&T Switched Ethernet
Network on Demand
Recurring Charges:
Aug 11, 2020 thru Sep 10, 2020
1. 1Gbps Port Connection InterT-IntraR 214.50
Qty: 1.00 Items at 214.50

One Time Charges:
2. 4Mbps BusCrtMed InterTIntraR 110.50
Aug 11, 2020
Qty: 1.00 Hours at 110.50
Total AT&T Switched Ethernet 325.00

Taxes
State:
3. FL/FL STATE COMM SERVICES TAX 24.18
Local:
4. FL/FL LOCAL CST INTERSTATE 18.59
Total Taxes 42.77
Total AS/KRFN/000742/SB 367.77
Total 301145135-129601 367.77

Charges for 301145145-130151
Customer Location:
2800 Bill Melton Rd
Fernandina Beach, FL 32034
Charges for AS/KRFN/000744/SB
AT&T Switched Ethernet
Network on Demand
Recurring Charges:
Aug 11, 2020 thru Sep 10, 2020
5. 1Gbps Port Connection InterT-IntraR 214.50
Qty: 1.00 Items at 214.50

One Time Charges:
6. 4Mbps BusCrtMed InterTIntraR 110.50
Aug 11, 2020
Qty: 1.00 Hours at 110.50
Total AT&T Switched Ethernet 325.00

Taxes
State:
7. FL/FL STATE COMM SERVICES TAX 24.18
Local:
8. FL/FL LOCAL CST INTERSTATE 18.59
Total Taxes 42.77
Total AS/KRFN/000744/SB 367.77
Total 301145145-130151 367.77

Charges for 301024629-130234
Customer Location:
2500 Atlantic Ave
Fernandina Beach, FL 32034
Charges for AS/KRFN/000513/SB
AT&T Switched Ethernet
Network on Demand
Recurring Charges:
Aug 11, 2020 thru Sep 10, 2020
9. 1Gbps Port Connection InterT-IntraR 214.50
Qty: 1.00 Items at 214.50

One Time Charges:
10. 100Mbps BusCrtMed InterTIntraR 400.56
Aug 11, 2020
Qty: 1.00 Hours at 400.56
Total AT&T Switched Ethernet 615.06

Group #000001 - Continued

Taxes
State:
11. FL/FL STATE COMM SERVICES TAX 45.76
Local:
12. FL/FL LOCAL CST INTERSTATE 35.18
Total Taxes 80.94
Total AS/KRFN/000513/SB 696.00
Total 301024629-130234 696.00

Charges for 301145126-130294
Customer Location:
1200 Elm St
Fernandina Beach, FL 32034
Charges for AS/KRFN/000741/SB
AT&T Switched Ethernet
Network on Demand
Recurring Charges:
Aug 11, 2020 thru Sep 10, 2020
13. 1Gbps Port Connection InterT-IntraR 214.50
Qty: 1.00 Items at 214.50

One Time Charges:
14. 20Mbps BusCrtMed InterTIntraR 289.17
Aug 11, 2020
Qty: 1.00 Hours at 289.17
Total AT&T Switched Ethernet 503.67

Taxes
State:
15. FL/FL STATE COMM SERVICES TAX 37.47
Local:
16. FL/FL LOCAL CST INTERSTATE 28.81
Total Taxes 66.28
Total AS/KRFN/000741/SB 569.95
Total 301145126-130294 569.95

Charges for 301145147-130434
Customer Location:
700 Airport Rd
Fernandina Beach, FL 32034
Charges for AS/KRFN/000743/SB
AT&T Switched Ethernet
Network on Demand
Recurring Charges:
Aug 11, 2020 thru Sep 10, 2020
17. 1Gbps Port Connection InterT-IntraR 214.50
Qty: 1.00 Items at 214.50

One Time Charges:
18. 20Mbps BusCrtMed InterTIntraR 289.17
Aug 11, 2020
Qty: 1.00 Hours at 289.17
Total AT&T Switched Ethernet 503.67

Taxes
State:
19. FL/FL STATE COMM SERVICES TAX 37.46
Local:
20. FL/FL LOCAL CST INTERSTATE 28.80
Total Taxes 66.26
Total AS/KRFN/000743/SB 569.93
Total 301145147-130434 569.93
Total Sub-Account #831-000-6310 459 **7,486.58**
Total Group #000001 **7,486.58**

Total Current Charges **7,486.58**

News You Can Use

News You Can Use

ACCOUNT STATUS
STILL GETTING PAPER?
Sign-up for paperless billing by emailing us at GoPaperless@att.com with the subject line, 'TREES'.

Where allowed by law, AT&T may implement late payment interest of no more than 18% annually. Rates will vary based on state regulations. Interest will be calculated based upon daily balances and will be applicable for each day that a delinquent balance is outstanding. This charge will apply to all balances that are delinquent through such time that payment in full is received at AT&T. The late payment interest will be billed on a monthly basis. Accounts billed outside the US will not be charged LPI.

Where allowed by law, AT&T may implement a $25 service fee for restoration of service where delinquency has caused an interruption. This fee will be applicable to each account that is being restored and will be included on your monthly billing statement.

REGULATORY NEWS
FEE DESCRIPTIONS
The Administrative Expense Fee recovers a portion of AT&T's internal costs associated with the Federal Communications Commission's Universal Service Fund and related programs. The Federal Regulatory Fee recovers amounts paid to the federal government for regulatory costs and telecommunications services for the hearing impaired, and costs associated with local number portability administration. These fees are not taxes or charges that the government requires AT&T to collect from its customers.

Attention Customers:
If you do not pay your bill by the date it is due, AT&T may assess a late payment charge. The rate shall be 1.5% per month (18% annually) unless an applicable law or regulation specifies a lower rate to be charged, and then that lower rate shall apply. Alternatively, a minimum late payment charge of $5.00 may be assessed if permitted by applicable law or regulation. In Maine, the monthly rate for 2020 is 1.005%. In Massachusetts, the monthly rate for 2020 is 1.97%, effective 1/1/2020.

Attention California Customers:

The following charges are "Government Fees and Taxes": Federal Excise Tax; CHCF-A, CHCF-B, Univ Lifeline Tele Serv Sur, Com Dev Fnd/Deaf & Disabled, California Teleconnect Fund, State 9-1-1 Surcharge, Utility User's Tax, and Local 911 Charge.

Thank You For Choosing AT&T Where Every Customer Counts!

RESOLUTION 2019-158

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2017-124; APPROVING A SPENDING INCREASE FOR AT&T CORPORATION WIDE AREA NETWORK BANDWIDTH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach utilizes Wide Area Network (WAN) bandwidth services from AT&T Corporation; and

WHEREAS, the City Commission previously approved a Master Agreement between the City and AT&T Corporation via Resolution 2017-124; and

WHEREAS, due to increased use of the City's network for financial systems, document management, and the addition of security cameras at various City facilities, bandwidth requirements have increased significantly; and

WHEREAS, the cost of the additional bandwidth will increase the monthly fees from $6,594.62 to approximately $7,500.00. Funds are budgeted in IT Contractual account, 0011310 53400, and IT Communications - Internet account, 0011310 54103, in FY 2018/2019 and FY 2019/2020.

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 increased spending level of approximately $7,500.00 for AT&T Corporation from that which was approved via Resolution 2017-124, attached hereto as Exhibit "A".

SECTION 2. This Resolution is effective immediately upon its final passage.

ADOPTED this 17th day of September, 2019.

ATTEST:

Caroline Best

Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach
City Attorney

RESOLUTION 2017-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH AT&T CORPORATION TO PROVIDE A MANAGED METRO-ETHERNET WIDE AREA NETWORK SOLUTION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utilizes Metro E services for its wide area network (WAN), which provides a shared network for the City to maintain software applications and store documents vital to the City's day-to-day operations; and

WHEREAS, there are only two providers of this service locally; and

WHEREAS, AT&T is the only vendor with the ability to adjust bandwidth at each site; and

WHEREAS, the amount per month is $6594.62, and funding was budgeted and is available in various accounts in FY2016-2017 and FY2017-2018;

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

SECTION 1. The City Commission hereby approves the Master Agreement, attached hereto as Exhibit "A"; and the Pricing Sheet, attached hereto as Exhibit "B", with AT&T Corporation.

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

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

ADOPTED this 15th day of August, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz

Robin C. Lentz
Commissioner - Mayor

ATTEST:

Caroline Best

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

20170825-8906

at&t

MA50002328UA
AT&T MA Reference No. MA50002328UA

Amendment to the
MASTER AGREEMENT

Customer	AT&T
CITY OF FERNANDINA Street Address: 204 Ash St City: Fernandina Beach State/Province: FL Zip Code: 320344230 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Dana Whicker Title: Information Technology Manager Street Address: 516 S 10th Street City: Fernandina Beach State/Province: FL Zip Code: 32034 Country: USA Telephone: 9043103286 Fax: Email: dwhicker@fbfl.org	Street Address: 10375 Centurion Parkway N 4D-28 City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Amendment ("Amendment") to the AT&T Master Agreement, MA50002328UA dated January 25, 2016, ("Master Agreement") between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: Dale Martin	By: Veronica Danao
Name: Dale Martin	Name: Veronica Danao
Title: City Manager	Title: Contract Specialist CGI
Date: 8/16/17	Date: 31 Aug 2017 CS-MM455X

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

Amendment to the
MASTER AGREEMENT

A. **WHEREAS,** the parties have entered into a Master Agreement, pursuant to which, in conjunction with various Pricing Schedules and supporting contract documents, AT&T provides various AT&T services to Customer.

B. **WHEREAS,** the parties desire to modify the terms and conditions of the Master Agreement, from the Effective Date of this Amendment.

NOW, THEREFORE, the parties hereby agree as follows:

a. Article 4.4 titled Payments, under Article 4 PRICING AND BILLING, is modified by adding the statement regarding State Prompt Payment Act.

4.4 Payments. ***Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act.*** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

b. Article 10.11 titled Governing Law, under Article 10. MISCELLANEOUS PROVISIONS, is modified by changing the state law to Florida.

10.11 Governing Law. This Agreement will be governed by the law of the State of Florida, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for this Amendment, the Agreement remains unchanged. The validity of all terms and conditions not expressly amended by this Amendment remain unaffected. This Amendment constitutes an integral part of the Agreement, sets forth, together with the Agreement, the entire agreement between the Parties in respect of the subject matter of this Amendment and the Agreement.

Resolution 2017-124
Exhibit A

at&t eSign

Sales Contact Information
WADLEY; W.
904-407-2751
cw3669@us.att.com

eSign Fax Cover Sheet

Contract Id: 4698292

To: AT&T Automated Fax Handling Service **From:**

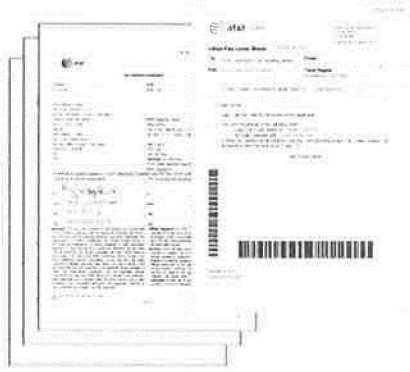
Fax: 877-374-4632 or 877-eSignFax **Total Pages:** 8
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
   I. eSign Fax Cover Sheet for Contract Id: 4698292
   II. All Pages stamped with Contract Id: 4698292
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1176576
Contract Id: 4698292

at&t

MASTER AGREEMENT

Customer	**AT&T**
CITY OF FERNANDINA Street Address: 204 ASH ST,NA City: FERNANDINA BEACH State/Province : FL Zip Code: 320344230 Country: United States	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Dana Whicker Title: Information Technology Manager Street Address: 516 S 10th Street City: Fernandina Beach State/Province: FL Zip Code: 32034 Country: United States Telephone: 9043103286 Fax: Email: dwhicker@fbfl.org	Street Address: 10375 CENTURION PKWY N 4D-28 City: JACKSONVILLE State/Province: FL Zip Code: 32256 Country: United States With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T

...

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By: eSigned - Dana Whicker	By: eSigned - AT&T Accepted
Name:	Name:
Title: Network Administrator	Title:
Date: 25 Jan 2016	Date: 25 Jan 2016

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents**. This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

(a) **Pricing Schedules**. A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").

(b) **Tariffs and Guidebooks**. "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.

(c) **Acceptable Use Policy**. AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.

(d) **Service Guides**. The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents**. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents**. Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates**. An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services**. AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment**. Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment**. Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms**. Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right**. Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment**. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users**. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services**. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term**. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes**. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing**. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments**. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges**. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms**. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC**. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

4.8 **Adjustments to MARC.**

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information**. Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations**. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions**. The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy**. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 **Limitation of Liability.**

(a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);

(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability**. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty**. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties**. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations**. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations**. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services**. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation**. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement**. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension** The following additional termination provisions apply:

(a) **Material Breach**. If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

(b) **Materially Adverse Impact**. If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(c) **Internet Services**. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

(d) **Fraud or Abuse**. AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(e) **Infringing Services**. If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).

(f) **Hazardous Materials**. If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination**.

(a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges**.

(a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.

(b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

(c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period

or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

(d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity**. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks**. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor**. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure**. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers**. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 **Assignment and Subcontracting**.

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability**. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief**. Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action**. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices**. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law**. This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws**. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries**. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival**. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language**. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

at&t

AT&T MA Reference No. MA50002328UA

Amendment to the
MASTER AGREEMENT

Customer	AT&T
CITY OF FERNANDINA Street Address: 204 Ash St City: Fernandina Beach State/Province: FL Zip Code: 320344230 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Dana Whicker Title: Information Technology Manager Street Address: 516 S 10th Street City: Fernandina Beach State/Province: FL Zip Code: 32034 Country: USA Telephone: 9043103286 Fax: Email: dwhicker@fbfl.org	Street Address: 10375 Centurion Parkway N 4D-28 City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Amendment ("Amendment") to the AT&T Master Agreement, MA50002328UA dated January 25, 2016, ("Master Agreement") between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: Dale Martin	By:
Name: Dale Martin	Name:
Title: City Manager	Title:
Date: 8/16/17	Date:

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

Amendment to the
MASTER AGREEMENT

A. **WHEREAS,** the parties have entered into a Master Agreement, pursuant to which, in conjunction with various Pricing Schedules and supporting contract documents, AT&T provides various AT&T services to Customer.

B. **WHEREAS,** the parties desire to modify the terms and conditions of the Master Agreement, from the Effective Date of this Amendment.

NOW, THEREFORE, the parties hereby agree as follows:

a. Article 4.4 titled Payments, under Article 4 PRICING AND BILLING, is modified by adding the statement regarding State Prompt Payment Act.

4.4 Payments. ***Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act.*** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

b. Article 10.11 titled Governing Law, under Article 10. MISCELLANEOUS PROVISIONS, is modified by changing the state law to Florida.

10.11 Governing Law. This Agreement will be governed by the law of the State of Florida, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for this Amendment, the Agreement remains unchanged. The validity of all terms and conditions not expressly amended by this Amendment remain unaffected. This Amendment constitutes an integral part of the Agreement, sets forth, together with the Agreement, the entire agreement between the Parties in respect of the subject matter of this Amendment and the Agreement.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2017-124
Agreement Approval - AT&T Corporation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-124

SYNOPSIS: The City utilizes Metro E services for its wide area network (WAN), which provides a shared network for the City to maintain software applications and store documents vital to the City's day-to-day operations. There are only two providers of this service locally. AT&T is the only vendor with the ability to adjust bandwidth at each site. The amount per month is $6,594.62, and funding was budgeted and is available in various accounts in FY2016-2017 and FY2017-2018.

FISCAL IMPACT: Included in current year, FY 16/17 and next year FY 17/18 budgets.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-124.

Tammi E. Bach, City Attorney	08/08/2017
Nicole Bednar, Administrative Services Manager	08/09/2017
Dale Martin, City Manager	08/09/2017
Patti Clifford, Comptroller	08/09/2017
Katie Newton, Legal Assistant	08/10/2017

Submitted By: Katie Newton, Legal Assistant Date: July 13, 2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH AT&T CORPORATION TO PROVIDE A MANAGED METRO-ETHERNET WIDE AREA NETWORK SOLUTION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utilizes Metro E services for its wide area network (WAN), which provides a shared network for the City to maintain software applications and store documents vital to the City's day-to-day operations; and

WHEREAS, there are only two providers of this service locally; and

WHEREAS, AT&T is the only vendor with the ability to adjust bandwidth at each site; and

WHEREAS, the amount per month is $6594.62, and funding was budgeted and is available in various accounts in FY2016-2017 and FY2017-2018;

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

SECTION 1. The City Commission hereby approves the Master Agreement, attached hereto as Exhibit "A"; and the Pricing Sheet, attached hereto as Exhibit "B", with AT&T Corporation.

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

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

ADOPTED this 15th day of August, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz

Robin C. Lentz
Commissioner - Mayor

ATTEST:

Caroline Best

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

20170825-8906

at&t

MA50002328UA
AT&T MA Reference No. MA50002328UA

Amendment to the
MASTER AGREEMENT

Customer	AT&T
CITY OF FERNANDINA Street Address: 204 Ash St City: Fernandina Beach State/Province: FL Zip Code: 320344230 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Dana Whicker Title: Information Technology Manager Street Address: 516 S 10th Street City: Fernandina Beach State/Province: FL Zip Code: 32034 Country: USA Telephone: 9043103286 Fax: Email: dwhicker@fbfl.org	Street Address: 10375 Centurion Parkway N 4D-28 City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Amendment ("Amendment") to the AT&T Master Agreement, MA50002328UA dated January 25, 2016, ("Master Agreement") between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: Dale Martin	By: Veronica Danao
Name: Dale Martin	Name: Veronica Danao
Title: City Manager	Title: Contract Specialist CGI
Date: 8/16/17	Date: 31 Aug 2017 CS-MM455X

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

Amendment to the
MASTER AGREEMENT

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b. Article 10.11 titled Governing Law, under Article 10. MISCELLANEOUS PROVISIONS, is modified by changing the state law to Florida.

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Except for this Amendment, the Agreement remains unchanged. The validity of all terms and conditions not expressly amended by this Amendment remain unaffected. This Amendment constitutes an integral part of the Agreement, sets forth, together with the Agreement, the entire agreement between the Parties in respect of the subject matter of this Amendment and the Agreement.

Resolution 2017-124
Exhibit A

at&t eSign

Sales Contact Information
WADLEY; W.
904-407-2751
cw3669@us.att.com

eSign Fax Cover Sheet

Contract Id: 4698292

To: AT&T Automated Fax Handling Service **From:**

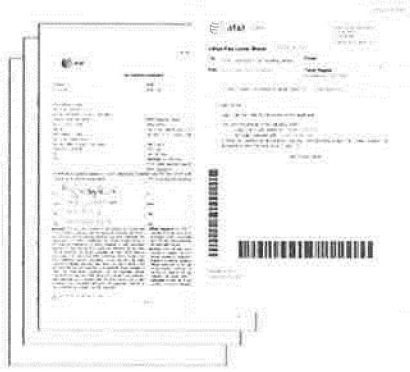
Fax: 877-374-4632 or 877-eSignFax **Total Pages:** 8
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
   I. eSign Fax Cover Sheet for Contract Id: 4698292
   II. All Pages stamped with Contract Id: 4698292
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1176576
Contract Id: 4698292

at&t

MASTER AGREEMENT

Customer	**AT&T**
CITY OF FERNANDINA Street Address: 204 ASH ST,NA City: FERNANDINA BEACH State/Province : FL Zip Code: 320344230 Country: United States	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Dana Whicker Title: Information Technology Manager Street Address: 516 S 10th Street City: Fernandina Beach State/Province: FL Zip Code: 32034 Country: United States Telephone: 9043103286 Fax: Email: dwhicker@fbfl.org	Street Address: 10375 CENTURION PKWY N 4D-28 City: JACKSONVILLE State/Province: FL Zip Code: 32256 Country: United States With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T

...

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By: eSigned - Dana Whicker	By: eSigned - AT&T Accepted
Name:	Name:
Title: Network Administrator	Title:
Date: 25 Jan 2016	Date: 25 Jan 2016

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents**. This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

(a) **Pricing Schedules**. A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").

(b) **Tariffs and Guidebooks**. "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.

(c) **Acceptable Use Policy**. AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.

(d) **Service Guides**. The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents**. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents**. Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates**. An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services**. AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment**. Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment**. Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms**. Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right**. Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment**. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users**. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services**. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term**. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes**. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing**. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments**. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges**. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms**. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC**. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

4.8 **Adjustments to MARC.**

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information**. Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations**. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions**. The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy**. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 **Limitation of Liability.**

(a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);

(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability**. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty**. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties**. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations**. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations**. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services**. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation**. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement**. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension** The following additional termination provisions apply:

(a) **Material Breach**. If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

(b) **Materially Adverse Impact**. If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(c) **Internet Services**. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

(d) **Fraud or Abuse**. AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(e) **Infringing Services**. If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).

(f) **Hazardous Materials**. If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination**.

(a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges**.

(a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.

(b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

(c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period

or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

(d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity**. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks**. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor**. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure**. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers**. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 **Assignment and Subcontracting**.

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability**. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief**. Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action**. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices**. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law**. This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws**. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries**. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival**. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language**. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

at&t

AT&T MA Reference No. MA50002328UA

Amendment to the
MASTER AGREEMENT

Customer	AT&T
CITY OF FERNANDINA Street Address: 204 Ash St City: Fernandina Beach State/Province: FL Zip Code: 320344230 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Dana Whicker Title: Information Technology Manager Street Address: 516 S 10th Street City: Fernandina Beach State/Province: FL Zip Code: 32034 Country: USA Telephone: 9043103286 Fax: Email: dwhicker@fbfl.org	Street Address: 10375 Centurion Parkway N 4D-28 City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Amendment ("Amendment") to the AT&T Master Agreement, MA50002328UA dated January 25, 2016, ("Master Agreement") between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: Dale Martin	By:
Name: Dale Martin	Name:
Title: City Manager	Title:
Date: 8/16/17	Date:

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

Amendment to the
MASTER AGREEMENT

A. **WHEREAS,** the parties have entered into a Master Agreement, pursuant to which, in conjunction with various Pricing Schedules and supporting contract documents, AT&T provides various AT&T services to Customer.

B. **WHEREAS,** the parties desire to modify the terms and conditions of the Master Agreement, from the Effective Date of this Amendment.

NOW, THEREFORE, the parties hereby agree as follows:

a. Article 4.4 titled Payments, under Article 4 PRICING AND BILLING, is modified by adding the statement regarding State Prompt Payment Act.

4.4 Payments. ***Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act.*** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

b. Article 10.11 titled Governing Law, under Article 10. MISCELLANEOUS PROVISIONS, is modified by changing the state law to Florida.

10.11 Governing Law. This Agreement will be governed by the law of the State of Florida, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for this Amendment, the Agreement remains unchanged. The validity of all terms and conditions not expressly amended by this Amendment remain unaffected. This Amendment constitutes an integral part of the Agreement, sets forth, together with the Agreement, the entire agreement between the Parties in respect of the subject matter of this Amendment and the Agreement.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2017-124
Agreement Approval - AT&T Corporation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-124

SYNOPSIS: The City utilizes Metro E services for its wide area network (WAN), which provides a shared network for the City to maintain software applications and store documents vital to the City's day-to-day operations. There are only two providers of this service locally. AT&T is the only vendor with the ability to adjust bandwidth at each site. The amount per month is $6,594.62, and funding was budgeted and is available in various accounts in FY2016-2017 and FY2017-2018.

FISCAL IMPACT: Included in current year, FY 16/17 and next year FY 17/18 budgets.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-124.

Tammi E. Bach, City Attorney	08/08/2017
Nicole Bednar, Administrative Services Manager	08/09/2017
Dale Martin, City Manager	08/09/2017
Patti Clifford, Comptroller	08/09/2017
Katie Newton, Legal Assistant	08/10/2017

Submitted By: Katie Newton, Legal Assistant Date: July 13, 2017

COMMISSION ACTION: Adopt

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-178
Budget Amendment - Fuel Line Repair

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-178.

SYNOPSIS: When the fiscal year 2020/2021 budget was prepared, it was anticipated that the Northern Marina Rebuild Project would be completed in fiscal year 2019/2020.

During the Marina fuel line assessment and testing, it was discovered that there was a leak in the line. Staff has obtained quotes for the repair of the fuel line piping, and is recommending a sole source for Marina Utilities in the amount of $215,000. Marina Utilities has been an intrical part of the Marina rebuild and their selection will provide a cohesive finish to the fuel system.

Resolution 2019-81 approved the issuance of a Series 2019 Note in the principal amount of not to exceed $3,000,000 to fund capital improvements including certain improvements to the city owned marina. The Series 2019 Note has a sufficient amount available to fund this part of the Marina project.

FISCAL IMPACT: The Series 2019 Note has a sufficient amount available to fund this part of the Marina project. This amendment increases the total City Budget from $160,956,905 to $161,171,905.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-178.

Pauline Testagrose, Comptroller	11/9/2020
Dale L. Martin, City Manager	11/10/2020
Tammi E. Bach, City Attorney	11/10/2020



Date: November 04, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Approve

RESOLUTION 2020-178

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2020/2021 TO REPAIR A DAMAGED FUEL LINE AT THE MARINA; APPROVING THE EMERGENCY PURCHASE WITH MARINA UTILITIES, INC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to Code Sec 2-412 and Charter Section 74, the City Commission must approve any budget transfers over $7,500; and

WHEREAS, when the fiscal year 2020/2021 budget was prepared, it was anticipated that the Northern Marina Rebuild Project would be completed in fiscal year 2019/2020; and

WHEREAS, during the Marina fuel line assessment and testing, it was discovered that there is a leak(s) in the line. Staff has obtained quotes for the repair of the fuel line piping system and is recommending an emergency purchase with Marina Utilities, Inc. in the amount of $215,000 due to a notice of non-compliance received from the Florida Department of Environmental Protection;

WHEREAS, Resolution 2019-81 approved the issuance of a Series 2019 Note in the principal amount of not to exceed $3,000,000 to fund capital improvements including certain improvements to the city owned marina. The Series 2019 Note has a sufficient amount available to fund this part of the Marina project; and

WHEREAS, this amendment increases the total City Budget from $160,956,905 to $161,171,905.

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

SECTION 1. The City Commission hereby approves amending the budget by increasing the Marina Building account, 480 56200 for $215,000, increasing the Marina Loan Proceeds account, 480 38410 for $215,000.

SECTION 2. The City Commission approves increasing the total City Budget for fiscal year 2020/2021 from $160,956,905 to $161,171,905

SECTION 3. The City Commission authorizes the City Manager and City Clerk to accept the proposal by Marina Utilities attached as Exhibit A, and, upon review of the City Attorney, execute an agreement to repair the fuel line.

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

ADOPTED this 17th 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

Resolution 2020-178
Exhibit A

MARINA UTILITIES

Proposal

August 29, 2020
Cathy Chapman
Administrative Coordinator
City of Fernandina Beach
3 South Front Street
Fernandina Beach, Florida 32034

RE: Replacement of existing fuel lines at Marina

SCOPE OF WORK

Marina Utilities proposes to remove and replace the fuel lines (one gas and one diesel) from behind the seawall to the top of the gangway for the north attenuator. We will provide the following:

Purge fuel from existing piping
Remove and dispose of approximately 800' of existing FRP piping
Install one new below grade transition sump in grassy area near parking lot
Install one new 30" manway with steel cover
Install two new full port ball valves to existing FRP pipe in transition sump
Provide two emergency breakaway devises in transition sump
Install approximately 800' of new hdpe dual wall containment piping to end of fixed pier
Reuse existing stainless-steel hangers as appropriate
Supply new stainless-steel hanger and hardware as required
Install one new transition sump at end of fixed pier
Connect existing Omega Flex transition piping to new transition sump
Pressure test the newly installed primary and secondary pipe systems
Pressure test existing FRP pipe from new landside transition sump to existing tanks
Provide written report of test results to owner

PROPOSAL

We propose to furnish and install the above scope of work including all listed amounts and limitations for $215,000.00 (two hundred and fifteen thousand) USD.

Payment Schedule

25% of contract at signing and ordering of equipment.
25% at delivery of equipment to job site
Progressive payment terms will be agreed by representatives of all parties as listed within the terms and conditions.
Payment schedule is required to meet manufactures / distributors payment.

_____ _____
Initial Date

Clarifications

BUILDERS RISK INSURANCE COVERAGE – can be provided based upon commercial availability at the time of construction. All premium costs will be in addition to the contract.

The required equipment and materials for proper installation of a working facility based on the limitations set forth within this proposal are included. If final development requires additional materials, equipment, and labor, a change order will be issued to cover the extra costs +20%.

Any delays caused by the lack of equipment, materials and or cooperation with requirements for a timely efficient installation will be invoiced to the customer at cost +20%.

Price includes Work Crew transportation to and from Project. Lodging and all meals and miscellaneous included.

TERMS AND CONDITIONS

All items and quantities not specifically included in the Scope of Work are *specifically excluded from this proposal.*

Excluded items include, but are not limited to, the following:

- ALL WORK OUTSIDE OF WRITTEN SCOPE WITHIN THIS PROPOSAL
- ALL CONSTRUCTION PERMITS, WORK PERMITS, AND LICENSES.
- SOILS TESTING OR ENGINEERING.
- PAYMENT OR PERFORMANCE BONDS.
- BUILDERS RISK INSURANCE COVERAGE – can be provided based upon commercial availability at the time of construction. All premium costs will be in addition to the contract.

ACCEPTANCE

MARINA UTILITIES, INC. has based this proposal upon information furnished by Customer (if provided) and MARINA UTILITIES, INC. has the right to rely upon the accuracy of that information.

If information furnished by Customer is incorrect and impacts the project schedule or cost to complete the work, MARINA UTILITIES, INC. will be entitled to an adjustment in the contract amount, time for completion, or both.

In preparing this proposal, MARINA UTILITIES, INC. has assumed there are no concealed conditions (subsurface or otherwise) or unknown physical conditions which will adversely impact MARINA UTILITIES, INC. performance of the work. If such conditions are encountered, the Customer will be entitled to an adjustment in the contract amount, time for completion, or both.

This quotation, when accepted by the customer, and countersigned by the authorized representative of Contractor, will constitute a bona fide contract between the parties, subject to all items and conditions set forth herein. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this quotation.

RATES

All labor charges are based upon working during normal hours. Unless otherwise stated, requirements of the customer (or other conditions over which Contractor has no control) which make it necessary to pay Contractor employees or sub-contractors additional hours or at overtime rates will result in additional charges. Delays caused by circumstances out of Contractor's control which make additional hours or overtime work necessary in order to complete on schedule which will also result in additional charges to Customer to cover additional hours and overtime rates.

Pricing is based on one (1) mobilization. Additional demobilization and remobilizations will result in all expenses being charged to the customer. All additional costs incurred by MARINA UTILITIES, INC. that are outside the contract scope of work will be invoiced to the Customer at cost +20%.

DELIVERY

Contractor will inform customer when materials and equipment are ready for delivery to job site but will not deliver such until requested to do so by the customer. It is the customer's responsibility to make sure that job site is accessible for delivery, that space is available to unload and store the materials and equipment, and that authorized personnel are present at job site to take delivery of such on arrival. Customer shall be responsible for addition charges in the event that customer fails to have the job site ready for delivery within ten (10) days' notice from Contractor, or in the event of any wasted journeys or wasted time caused by conditions which delay or prevent delivery.

TITLE

Title to the improvements shall pass to customer on delivery and Contractor is not responsible for loss or damage to the improvements after delivery. However, Contractor retains title (for security purposes only) to all materials and improvements until paid for in full, and Contractor may at its option repossess the same, upon customer's default in payment as provided hereunder, and charge customer with any deficiency. Delays or extra costs caused by materials or equipment or parts found to be missing when required for installation are not included and will be charged for.

WARRANTY

Materials supplied by Contractor are guaranteed to the same extent as that of the manufacture. 1 year from date of installation or delivery, ordinary use, wear and tear, or damage from abuse or accident excepted.

It is specifically understood products and parts not manufactured and work not performed directly by Contractor are warranted only to the extent and in manner that the same are warranted to Contractor by Contractor's vendors and then only to the extent Contractor is able to enforce such warranty. Contractor hereby assigns to customer all assignable warranties from Contractor's vendors. In enforcing any such warranty it is understood Contractor shall have no obligation to initiate litigation unless customer undertakes to pay all costs and expense therefore, including but not limited to attorney's fees, and indemnifies Contractor against any claims, liabilities, damages and costs from Contractor's vendors arising out of such litigation.

This warranty is in lieu of any other liability for defects. Contractor makes no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, express or implied, by operation of law or otherwise.

The equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service, and shall not be construed to mean that Contractor will

provide free service for periodic examination, lubrication, or adjustment due to normal use, nor will Contractor correct, without charge, breakage, maladjustments or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond Contractor's control.

In the event of a claim under this warranty, customer must give Contractor prompt written notice within the warranty period, and provided all payments due under the terms of this contract have been made in full, Contractor will, at Contractor's own expense, correct any proved defect by repair or replacement. Contractor will not, under this warranty, reimburse customer for cost of work done by others, nor shall Contractor be responsible for the performance of equipment to which any revisions or alterations have been made by others. Contractor shall in no event be liable neither for damages or delay nor for any consequential, special or contingent damages for breach of warranty.

EXCAVATING

All excavation must follow OSHA 29CFR Part 1926. Excavation quotations are based on normal soil conditions. In the event contamination, rock, water, running sand or debris is encountered, Contractor will immediately stop the work, and shall notify the customer of the additional expenses to be incurred by the excavation.

In the event any underground structures, cables, conduit, water or sewer lines are destroyed or damaged during the performance of the contract, Contractor shall not be held responsible. If customer fails to object to the additional expenses within 24 hours after being notified by Contractor, Contractor will proceed to do the work, and the cost shall be borne by customer. In the event that customer timely objects to the additional charge, Contractor may cease the work and customer shall be responsible to pay Contractor for all time and materials incurred to date, together with overhead and profit allocation based upon the percentage of the work competed to such date, but not less than 20% of such overhead and profit attributable to the project.

All work associated with any contamination is an additional cost to the contract price. Imported (borrowed) backfill material will be an additional charge above and beyond the contract price unless specifically stated in the proposal contract documents. Disposal of stockpiled soils will be the responsibility of the Customer. Finished grades are to be established and verified by customer before commencement of work.

CONTAMINATION

This contract/proposal excludes contamination. All costs associated with contamination will be borne by the Customer in addition to the agreed signed contract pricing.

PERMISSION

Contractor's performance of this contract is contingent upon customer furnishing Contractor will any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the materials.

SAFE WORK PLACE

Customer agrees to provide and maintain for Contractor's personnel and workers a safe work place, and Contractor reserves the right to discontinue work on the site whenever, in Contractor's opinion, this provision is being violated.

ACTS OF OTHERS

Contractor shall not be responsible in any way for the acts of others or for any expenses, claims, damages or liabilities of any nature incurred by others in or about the project.

INSURANCE

Certificates of Workmen's Compensation, including USL&H, Bodily Injury and Property Damage Liability insurance coverage will be furnished to customer upon request.

The premium for any bonds or insurance beyond Contractor's standard coverage and limits will be an additional charge to customer above the contract price.

The customer will insure the building and work which is situated on customer's premises in joint names, at the option of Contractor, and the interest of the customer and Contractor against loss or damage by fire and other loss.

Customer shall procure and maintain insurance as full public liability insurance protecting both customer and Contractor as co-insured. Such sums of insurance for the work which is being constructed will cover the cost of the work and materials used in and around the premises, and any policies issued pursuant hereto are to name customer and Contractor, as their interest may appear.

Certificates of all insurance policies required to be issued hereunder shall be tendered to Contractor including any necessary endorsements.

INDEMNITY

In consideration of Contractor's performance of the work herein described, at the price stated, customer agrees to indemnify, defend and hold Contractor harmless from all damages, claims, suits, expenses and payments, including reasonable attorneys fees and costs, resulting from loss, damage or injury including death, to persons or property on account of or resulting from performance of this contract or from ownership or operation of the improvements whether before or after final acceptance, except as directly due to those negligent acts or omissions of Contractor's employees or those of Contractor's sub-contractors.

LOSS OR DAMAGE

Contractor shall not be liable for any loss, damage or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, hurricanes, riot, civil commotions, war, malicious mischief, or acts of God, or any cause beyond Contractor's reasonable control, and in no event shall Contractor be liable for consequential damages. Should loss of or damage to Contractor material, tools, or work occur, at the erection site, customer shall compensate Contractor therefore, unless such loss or damage results from Contractor's own negligent acts or omissions. Contractor is not responsible for existing noncompliance issues nor noncompliance issues that could arise due to the performance of this contract.

DRAWINGS

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Customer shall furnish an up to date approved site plan in AutoCAD DWG format to contractor before engineering will commence.

DEFAULT

In the event of any default by customer in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by Contractor, and less overhead and profit to the project, shall immediately become due and payable irrespective of the acceptance by Contractor or notes from Contractor or extension of time for payment.

In the event of default by customer, any advance sums paid to Contractor under this contract may be retained by Contractor as liquidated damages.

No failure on the part of Contractor to exercise any right or remedy available to Contractor shall operate as a waiver thereof. All rights and remedies provided by this contract and otherwise available to Contractor at law, in equity or under any other agreement shall be cumulative and no such right or remedy shall be deemed to be exclusive or alternative.

MISCELLANEOUS PROVISIONS

Any condition in the customer's form of contract which conflicts with Contractor conditions stated herein shall be void to the extent that it so conflicts.

The terms, covenants and conditions contained in this contract shall be construed and enforced in accordance with the laws of the State of Florida. In the event of any litigation arising as a result of this contract, the prevailing party will be entitled to recover a reasonable attorneys' fee, and costs, together with a reasonable attorneys' fee and costs on appeal. In the event of any such litigation, if the litigation involves the foreclosure of a lien, or if not, each party hereto waives the right to trial by jury. The headings of this contract are for convenience of reference only, and shall not affect the construction of this contract.

The laws of the forum state, including that state's choice of law rules, shall apply to all proceedings.

Robert MacDonald
President/ General Manager
www.marinautilities.com

Acceptance of proposal---The prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Representative	MARINA UTILITIES, INC. Representative
Title	Title
Print Name & Date	Print Name & Date

From:	Cathy Chapman
To:	Tammi E. Bach; Mr. Dale L. Martin
Subject:	FW: 9046102_Fernandina Harbor Marina
Date:	Tuesday, November 10, 2020 4:19:06 PM
Attachments:	image001.png image002.png image003.png image518747.png image926713.png image741395.png

Hali's email, per her phone call- technically we are out of compliance and a long delay with no work being done could become an issue.

Cathy Chapman
Administrative Coordinator
City of Fernandina Beach
3 South Front Street
Fernandina Beach, Florida 32034
904-753-1970 | cchapman@fbfl.org
www.fbfl.us

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From: Gregory, Hali <HGregory@coj.net>
Sent: Monday, October 12, 2020 1:07 PM
To: Cathy Chapman <cchapman@fbfl.org>
Cc: Jeremiah Glisson <jglisson@fbfl.org>; Richard Ballard <rballard@fbfl.org>; Joe Springer <jspringer@fbfl.org>; Mr. Dale L. Martin <dmartin@fbfl.org>; kevin quirk <kequirk5@gmail.com>
Subject: RE: 9046102_Fernandina Harbor Marina

Ms. Chapman,

Link to the UST and AST rules:https://floridadep.gov/waste/permitting-compliance-assistance/content/storage-tank-system-rules-forms-and-reference

I have also copied some below. The tank is still registered out of service. So no product should be in the tank.

2) For change in service status or closure pursuant to Rule 62-761.800, F.A.C.:

(a) A completed Registration Form shall be submitted to the Department in paper or electronic format within 10 days after completion of the change in service status or closure.

(b) A completed Certified Contractors Form shall be submitted to the county in paper or electronic format no later than 21 days after replacement or removal of a storage tank system, including system components in contact with the soil.

1) For installations:

(a) For the purposes of this subsection, installation shall mean the date that the storage tank system or system component placement or construction will begin.

(b) Notification shall be received by the county in writing or electronic format between 30 and 45 days before installation of a storage tank system or system component unless the county agrees to a shorter time period.

(c) Notification shall also be received by the county in writing or electronic format between 48 and 72 hours prior to the installation work to confirm the date and time of the scheduled activities.

(2) For change in service status and closure:

(a) Notification shall be received by the county in writing or electronic format between 30 and 45 days before the initiation of the work related to the change in service status or closure unless the county agrees to a shorter time period.

(b) Notification shall also be received by the county in writing or electronic format between 48 and 72 hours prior to the initiation of the work to confirm the date and time of the scheduled activities.

62-761.800 Out-of-Service and Closure Requirements.

(1) Out-of-service storage tank systems.

(a) Storage tank systems that are taken out-of-service, as required in this subsection, shall continue to be maintained in accordance with this chapter unless otherwise noted herein.

(b) Facility owners and operators of out-of-service storage tank systems shall:

1. Continue to operate and maintain corrosion protection in accordance with subsection 62-761.700(2), F.A.C.,

2. Continue to maintain and demonstrate financial responsibility pursuant to Rule 62-761.420, F.A.C.,

3. Leave vent lines open and functioning,

4. Remove all regulated substances so that no more than one inch in depth or 0.3 percent by weight of regulated substances remains in the storage tank,

5. Secure or close off the system to outside access; and,

6. Register the storage tank system out-of-service in accordance with Rule 62-761.400, F.A.C.

(c) Facility owners and operators of out-of-service storage tank systems shall monitor the interstice and the liquid level in the storage tank annually but not to exceed 12 months, unless the tank system contains no regulated substances. Records of these inspections shall be maintained in accordance with subsection 62-761.710(2), F.A.C. In the event that liquid in excess of one inch, or 0.3 percent by weight, in the storage tank or any liquid, other than condensate, in the interstice is discovered, facility owners and operators must follow the procedures for incidents pursuant to Rule 62-761.430, F.A.C.

Ms. Hali Gregory
Environmental Scientist Supervisor
City of Jacksonville | Neighborhoods Department
Environmental Quality Division
214 N. Hogan Street, 5th floor
Jacksonville, FL 32202
Office: 904-255-7165
Cell: 904-237-7170
Fax: 904-630-3637
hgregory@coj.net

PLEASE NOTE THAT UNDER FLORIDA'S PUBLIC RECORDS LAW, COMMUNICATIONS TO AND FROM CITY OF JACKSONVILLE OFFICIALS ARE SUBJECT TO PUBLIC DISCLOSURE.

From: Cathy Chapman <cchapman@fbfl.org>
Sent: Monday, October 12, 2020 11:34 AM
To: Gregory, Hali <HGregory@coj.net>
Cc: Jeremiah Glisson <jglisson@fbfl.org>; Richard Ballard <rballard@fbfl.org>; Joe Springer <jspringer@fbfl.org>; Mr. Dale L. Martin <dmartin@fbfl.org>; kevin quirk <kequirk5@gmail.com>
Subject: FW: 9046102_Fernandina Harbor Marina

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good morning Ms. Hali,

Thank you for clarifying the requirements of your inspection. I am available anytime this week to meet and inspect the recently installed new sections of pipe and our 5 new sumps.

Here is our tank field diagram and I will look for your email detailing the 30 day and 48 hour notice requirements

needed before we can begin the next phase.

PS- SPATCO is scheduled to isolate and conduct pressure testing on the highlighted, underground section of pipe.

I look forward to meeting you soon.

Cathy Chapman
Administrative Coordinator
City of Fernandina Beach
3 South Front Street
Fernandina Beach, Florida 32034
904-753-1970 | cchapman@fbfl.org
www.fbfl.us

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From: Gregory, Hali <HGregory@coj.net>
Sent: Monday, October 12, 2020 9:27 AM
To: Cathy Chapman <cchapman@fbfl.org>
Subject: RE: 9046102_Fernandina Harbor Marina

Ms. Chapman,

Can we please schedule a compliance assistance inspection for the storage tank at your earliest convenience.

Thanks,

Ms. Hali Gregory
Environmental Scientist Supervisor
City of Jacksonville | Neighborhoods Department
Environmental Quality Division
214 N. Hogan Street, 5th floor
Jacksonville, FL 32202
Office: 904-255-7165
Cell: 904-237-7170
Fax: 904-630-3637
hgregory@coj.net

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From: Gregory, Hali
Sent: Friday, August 21, 2020 9:03 AM
To: Cathy Chapman <cchapman@fbfl.org>
Subject: RE: 9046102_Fernandina Harbor Marina

Thank you.

From: Cathy Chapman <cchapman@fbfl.org>
Sent: Friday, August 21, 2020 9:02 AM
To: Gregory, Hali <HGregory@coj.net>
Subject: Re: 9046102_Fernandina Harbor Marina

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Ms. Hali,
No ma'am, it is not ready. We have experienced a delay.

Get Outlook for iOS

Cathy Chapman
Administrative Coordinator
City of Fernandina Beach
3 South Front Street
Fernandina Beach, Florida 32034
904-753-1970 | cchapman@fbfl.org
www.fbfl.us



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From: Gregory, Hali <HGregory@coj.net>
Sent: Friday, August 21, 2020 8:43:20 AM
To: Cathy Chapman <cchapman@fbfl.org>
Subject: RE: 9046102_Fernandina Harbor Marina

Ms. Chapman,

IS the tank system ready for an inspection today?

Ms. Hali Gregory
Environmental Scientist Supervisor
City of Jacksonville | Neighborhoods Department
Environmental Quality Division
214 N. Hogan Street, 5th floor
Jacksonville, FL 32202
Office: 904-255-7165
Cell: 904-237-7170
Fax: 904-630-3637
hgregory@coj.net

PLEASE NOTE THAT UNDER FLORIDA'S PUBLIC RECORDS LAW, COMMUNICATIONS TO AND FROM CITY OF JACKSONVILLE OFFICIALS ARE SUBJECT TO PUBLIC DISCLOSURE.

From: Cathy Chapman <cchapman@fbfl.org>
Sent: Wednesday, August 19, 2020 8:00 AM
To: Gregory, Hali <HGregory@coj.net>
Subject: RE: 9046102_Fernandina Harbor Marina

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good morning, here are our tank tightness certifications.

Cathy Chapman
Administrative Coordinator
City of Fernandina Beach
3 South Front Street
Fernandina Beach, Florida 32034
904-753-1970 | cchapman@fbfl.org
www.fbfl.us



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From: Gregory, Hali <HGregory@coj.net>
Sent: Tuesday, August 18, 2020 12:48 PM
To: Cathy Chapman <cchapman@fbfl.org>
Cc: Cathy McKinley (Cathy@marinautilities.com) <Cathy@marinautilities.com>; Joe Springer <jspringer@fbfl.org>; Richard Ballard <rballard@fbfl.org>
Subject: RE: 9046102_Fernandina Harbor Marina

Great. See you then.

From: Cathy Chapman <cchapman@fbfl.org>
Sent: Tuesday, August 18, 2020 12:39 PM
To: Gregory, Hali <HGregory@coj.net>
Cc: Cathy McKinley (Cathy@marinautilities.com) <Cathy@marinautilities.com>; Joe Springer <jspringer@fbfl.org>; Richard Ballard <rballard@fbfl.org>
Subject: RE: 9046102_Fernandina Harbor Marina

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Ms. Gregory,

We are targeted to be ready for your site visit tomorrow morning at 10am. Our contractor will be here to answer

any questions and provide access to the tanks, thank you.

Cathy Chapman
Administrative Coordinator
City of Fernandina Beach
3 South Front Street
Fernandina Beach, Florida 32034
904-753-1970 | cchapman@fbfl.org
www.fbfl.us



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Gregory, Hali <HGregory@coj.net>
Sent: Friday, August 14, 2020 2:38 PM
To: Cathy Chapman <cchapman@fbfl.org>
Cc: Cathy McKinley (Cathy@marinautilities.com) <Cathy@marinautilities.com>; Mr. Dale L. Martin <dmartin@fbfl.org>
Subject: RE: 9046102_Fernandina Harbor Marina

Ms. Chapman,

Can we meet Wednesday Morning at 10am for an inspection ?

Ms. Hali Gregory
Environmental Scientist Supervisor
City of Jacksonville | Neighborhoods Department
Environmental Quality Division
214 N. Hogan Street, 5th floor
Jacksonville, FL 32202
Office: 904-255-7165
Cell: 904-237-7170
Fax: 904-630-3637
hgregory@coj.net

PLEASE NOTE THAT UNDER FLORIDA'S PUBLIC RECORDS LAW, COMMUNICATIONS TO AND FROM CITY OF JACKSONVILLE OFFICIALS ARE SUBJECT TO PUBLIC DISCLOSURE.

From: Cathy Chapman <cchapman@fbfl.org>
Sent: Monday, August 10, 2020 9:35 AM
To: Gregory, Hali <HGregory@coj.net>
Cc: Cathy McKinley (Cathy@marinautilities.com) <Cathy@marinautilities.com>; Mr. Dale L. Martin <dmartin@fbfl.org>
Subject: RE: 9046102_Fernandina Harbor Marina

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Ms. Gregory,

I am in the process of confirming our contractors schedule to be onsite on the day of your physical site inspection. The current forecast is for all recertification testing to be completed by the end of this week. If possible, we would like to coordinate your visit as close to the Contractors completion date as possible, I will keep you abreast of any changes (if they occur) as the week progresses.
Please find enclosed the City's certificate of Financial Responsibility, Part D and Part P.

Thank you.

Cathy Chapman
Administrative Coordinator
City of Fernandina Beach
3 South Front Street
Fernandina Beach, Florida 32034
904-753-1970 | cchapman@fbfl.org
www.fbfl.us



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From: Gregory, Hali <HGregory@coj.net>
Sent: Friday, August 07, 2020 3:15 PM
To: Cathy Chapman <cchapman@fbfl.org>
Subject: 9046102_Fernandina Harbor Marina

Ms. Chapman,

I will need to conduct a physical site inspection. We can wait until all the testing is complete. Can we schedule it for the week of the 17th? Someone will need to be onsite to provide access to the tank system. Preferably the Contractor if possible.

Ms. Hali Gregory
Environmental Scientist Supervisor
City of Jacksonville | Neighborhoods Department
Environmental Quality Division
214 N. Hogan Street, 5th floor
Jacksonville, FL 32202
Office: 904-255-7165
Cell: 904-237-7170
Fax: 904-630-3637
hgregory@coj.net

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CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-179
Proposal Approval - Miller Electric Company

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-179.

SYNOPSIS: The City has budgeted funds to purchase a Genetec Access Control System from Miller Electric Company in Fiscal Year 2020/2021. This system will be used to control door and gate access at the Police Department, thereby increasing security and accountability as required by Florida Accreditation and CJIS standards. This is phase two to install new access equipment on additional doors. (phase 1 - RESO 2019-205.

This procurement is requested as a piggyback on the Osceola County Board of County Commissioners through the public procurement process awarded Agreement for video surveillance and access control, repairs, maintenance, upgrades and new installation to Miller Electric Company, Osceola B.C.C. contract number RFP-16-4469-TP.

FISCAL IMPACT: Funds are budgeted in the Police Machinery/Equipment account, 0012100 56400 in the amount of $53,000.00 in Fiscal Year 2020/2021.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-179.

James Hurley, Chief of Police	11/4/2020
Nicole Bednar, Administrative Services Manager	11/4/2020
Dale L. Martin, City Manager	11/4/2020
Pauline Testagrose, Comptroller	11/9/2020
Tammi E. Bach, City Attorney	11/10/2020
Katie Newton, Legal Assistant	11/10/2020

Katie A Newton

Submitted By: Katie Newton, Legal Assistant Date: November 03, 2020

COMMISSION ACTION: Adopt

RESOLUTION 2020-179

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PROPOSAL FROM MILLER ELECTRIC COMPANY IN THE AMOUNT OF $52,500.20 TO INSTALL NEW GENETEC ACCESS CONTROL EQUIPMENT FOR ADDITIONAL DOORS BY WAY OF A PIGGYBACK PURCHASE TO THE OSCEOLA COUNTY, FLORIDA, CONTRACT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fernandina Beach Police Department requests City Commission approval to purchase additional Genetec Access Control equipment for additional doors from Miller Electric Company in Fiscal Year 2020/2021; and

WHEREAS, this system will be used to control door access at the Police Department, thereby increasing security and accountability as required by Florida Accreditation and CJIS standards; and

WHEREAS, the Osceola County Board of County Commissioners through the public procurement process awarded an Agreement for video surveillance and access control, repairs, maintenance, upgrades and new installation to Miller Electric Company, Osceola B.C.C. contract number RFP-16-4469-TP; and

WHEREAS, the Police Department desires to utilize the above-referenced awarded bid in accordance with the City Purchasing Policies and Procedures; and

WHEREAS, funds have been allocated in the Police Machinery/Equipment, account, 0012100 56400 in the amount of $53,000 in Fiscal Year 2020/2021.

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

SECTION 1. The City Commission hereby approves the proposal from Miller Electric Company for the purchase of additional Genetec Access Control equipment for additional doors in an amount not to exceed $53,000.00 as a piggyback purchase to the Osceola County, Florida, Contract.

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

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 17th day of November, 2020.

CITY OF FERNANDINA BEACH

_____
John A. Miller
Commissioner – Mayor

ATTEST:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



_____
Tammi E. Bach
City Attorney



MILLER ELECTRIC COMPANY
Powering the Possibilities

For:
Jim Norman
Fernandina Beach Police Department

,

4 Building Addition
11/3/2020

Proposal: 16752-7-0

Presented By: Keith Purvis

6805 Southpoint Pkwy.
Jacksonville, FL 32216

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connecton with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the Customer's right to use or disclose data obtained without restriction from any source, including the proposer.

November 3, 2020

Jim Norman
Fernandina Beach Police Department
1525 Lime St.
Fernandina Beach, FL 32034
4 Building Addition

SERVICES

MILLER ELECTRIC COMPANY
Powering the Possibilities

PROGRAM MANAGEMENT

As system designers and installers, we have the unique ability to plan the implementation and expansion of your complex system deployment. For programs that incorporate multiple systems and differing technologies, we have the expertise to help guide and manage the solution pre and post deployment. Program Management often incorporates systems outside the scope of our deployment but integral to successful program implementation.

MANAGED SERVICES

The Managed Services Model provides remote monitoring capabilities for any of our technology solutions. These services include onsite and/or remote support services but can also include dedicated embedded resources. Managed Services allows our team to monitor the health of the system and be notified of issues quickly. In many cases, problems can be resolved remotely, without having to dispatch a technician.

DESIGN-BUILD DELIVERY

The D-B delivery model combines the system design and installation into a single project platform. Our experience with complex system design allows us to either assist the existing design team or provide our own complete end-to-end solution. The D-B model shifts the responsibility for system performance to us as the D-B integrator.

TRADITIONAL INSTALLATION

In a traditional system installation model, we can provide the deployment services for a fee. This model is a simplified version of the more comprehensive delivery options.

SERVICE AND MAINTENANCE

We can provide traditional break-fix service and support to your system, regardless of whether we originally installed it or not (in most cases). A Maintenance Agreement offers periodic preventative maintenance visits and improved system up-time. Agreements can also include response time commitments and proactive Account Management.

TECHNOLOGY AS A SERVICE

We offer comprehensive equipment and software technology-as-a-service (TaaS) offering for a monthly/quarterly/annual fee. This agreement can include device, software, maintenance, upgrades and Software Support Agreements through the term of the contract. The end user doesn't have the responsibility of system performance or maintenance so there's no need to expand internal support staff. The TaaS Model can also include a Service Level Agreement for guaranteed up-time.

SAFETY

Miller Electric Company
Powering the Possibilities

Miller Electric is committed to providing a safe working environment for our employees and our clients. The growth of our safety team has assisted us in improving our company's safety culture, readiness, availability, and employee training; all being essential elements in regards to upholding our core value of safety.

We provide OSHA 30 Hour training for all Project Managers and OSHA 10 Hour training for all Supervisors. Miller Electric is a leader in implementing all safe work practices and standards promulgated as dictated by OSHA and NFPA 70E with regards to working in and around energized equipment.







Safety Week 2018
Why I Work
Safely Pledges

HOW DO WE SUCCEED?

Being a large subcontractor enables us to work with some of the largest general contractors and customers in the United States. What impact this has upon our Safety Program is that we are exposed to a higher level of sophistication regarding methods and philosophies, thus we are able to incorporate some of the leading edge techniques and procedures of our clients into our own safety and health policies. In essence, by working within the framework of a successful program, we are able to improve our own Safety Program.

As a whole, our safety ratings directly reflect how our company enforces our safety culture and core values. Inherently, our overall rating system is a true testament that encompasses a vision of how we, as a company, collectively engage one another and find collaborative solutions to mitigate risk.

These rates and figures paint a vivid picture of everyone's concerted efforts towards safety at Miller Electric Company. When everyone goes home safe at the end of the day, we know our hard work and efforts have paid off. The picture we have painted is one of patience, understanding, and caring for one another.

Living out our company's core values has contributed to, not only the success of the organization, but also the success of every individual. At Miller Electric, we are devoted to the continuous improvement of our company's safety culture. This continued commitment is an undeniable asset to our clients, a necessity to our company, and an ethical obligation to one another.

SAFETY CORE VALUE

We provide a safe working environment for our employees, clients and stakeholders to ensure that "at the end of the day, everyone goes home."

.54
EMR Rate

3,199,469
Employee Hours Worked

0.3
DART Rate

1.9
Total Case Incident Rate

1.6
Recordable Incident Rate

0.1
Lost Time Incident Rate

0
Fatalities

Project Scope

The scope of this proposal is generally described as the furnish, install and programming of Genetec Security Center (Synergis) Access Control for Fernandina Beach Police Department in Fernandina Beach, FL. SiteSecure/Miller will furnish and install new access control equipment on 13 additional doors as follows:

* Admin Building "B" 6 Additional Doors

Records Door South
- Install (1) Card reader.
- Install (1) Recessed mount door status sensor.
- Install (1) Request to exit sensor above the door.
- Install (1) Electric strike.

Records Door North
- Install (1) Card reader.
- Install (1) Recessed mount door status sensor.
- Install (1) Request to exit sensor above the door.
- Install (1) Electric Strike

Records File Storage Door
- Install (1) Card reader.
- Install (1) Recessed mount door status sensor.
- Install (1) Request to exit sensor above the door.
- Install (1) Electric Strike

File Storage Door
- Install (1) Card Reader
- Install (1) Recessed mount door status sensor
- Install (1) Request to exit sensor above the door

IT Outer Door
- Install (1) Card Reader
- Install (2) Recessed mount door status sensors
- Install (1) Request to exit sensor above the door

IDF/Phone Room Door
- Install (1) Card Reader
- Install (1) Recessed mount door status sensor
- Install (1) Request to exit sensor above the door

Admin Building Headend
- Install 3 Genetec MR52 2-Door Controllers
- Install Additional Power Distribution and Relay Boards

* C Building "1" Additional Doors
IDF Door
- Install (1) Card Reader
- Install (1) Recessed mount door status sensor
- Install (1) Request to exit sensor above the door
- Install (1) Electric Strike

* Annex/Training Building "6" Additional Doors

South Main Entry Double Glass Door
- Install (1) Card Reader
- Install (1) Recessed mount door status sensor
- Install (1) Request to exit sensor above the door
- Install (1) Electrified latch
- Install (1) Push-to-Exit plate

Weapons Maintenance Interior Door
- Install (1) Card Reader
- Install (1) Recessed mount door status sensor
- Install (1) Request to exit sensor above the door
- Install (1) Electric Strike

Weapons Maintenance/RBTC North Exterior Door
- Install (1) Card Reader
- Install (1) Recessed mount door status sensor
- Install (1) Request to exit sensor above the door
- Install (1) Electric Strike
- Install (1) ND80 Handle Set
- Install (1) Anti-Pick Plate
* Please note that a suggestion has been made to replace this door due to its current condition.

Police Foundation Beach Ranger Door
- Install (1) Card Reader
- Install (1) Recessed mount door status sensor
- Install (1) Request to exit sensor above the door
- Install (1) Electrified Door Latch
- Install (1) Door Closer
- Install (1) Push to exit plate
*Please note that the ADA Door Closer currently installed to be removed by FBPD or affiliates before ACS installation.

RBTC Door
- Install (1) Card Reader
- Install (1) Recessed mount door status sensor
- Install (1) Request to exit sensor above the door
- Install (1) Electrified Door Latch
- Install (1) Door Closer
- Install (1) Push to Exit plate
*Please note that the ADA Door Closer currently installed to be removed by FBPD or affiliates before ACS installation.

IDF Door
- Install (1) Card Reader
- Install (1) Recessed mount door status sensor
- Install (1) Request to exit sensor above the door
- Install (1) Electric Strike

Head End
- Install (1) New Trove Enclosure
- Install (1) Gentec LP1502 Communication/Controller
- Install (3) Genetec MR52 2-Door Controllers
- Install (2) Power Supply
- Install Necessary Power Tie-In
- Install/Connect Network Cabling

CLARIFICATIONS:
- We assume that FBPD IT personnel will provide and identify the POE switch port required for the Mercury controller along with the necessary IP and network configuration information .
- Any cores or key ways will need to be provided separately by others.
- A server that meets the minium requirements for Genetec Security Center 5.8 will need to be provide by others.
- One year advantage software support agreement has been included as well for the first year. It will expire a year from activation date.
- A panel location will be utilized in each of the three buildings(North, West, and East).
- Existing City ID badges will be utilized and be provided by others.
- On site or remote training not to exceed (8) hours has been included.

Exclusions:
- Patching or painting of doors, frames or walls. We will provide cover plates for any openings that are cut for the purpose of fishing wire or abandoning unneeded openings. · -- Environmental remediation or special hazards operations associated with hazardous materials like lead based paint, asbestos, etc.
- Any work that might potentially disturb materials of this type should be identified to our personnel before installation begins.
- Weapons Maintenance/RBTC North Exterior Door is suggested to be replaced due to condition. If requested, a separate quote shall be provided for replacement.

- This proposal has been prepared in compliance with the Osceola County Government competitively solicited Video Surveillance, Access Control Repair, Maintenance, Upgrades and New Installations Agreement RFP-16-4469-TP.

Bill of Materials

16752-7-0
11/3/2020

Administration Building - Records Door South

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	Bosch	DS160	Request to Exit PIR	$78.75	$78.75
1	GE Sentrol	1078CW-N	Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, Wide Gap, White, 3/4" Gap Size	$8.84	$8.84
1	HID	920PTNNEKE001P	RDR, RP40, ICLASS, SE PROX, STD, WIEG, PIG, BLK, STD SECURITY, 32 BIT, ELITE, LED OFF, FLASH OFF, BRZ ON	$183.33	$183.33
1	LCN	1461-CUSH AL	Cush Arm Closer	$263.50	$263.50
0.5	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$61.53
1	Schlage	ND80JD RHO 626	Storeroom Lock Function, Grade 1, Cylindrical Lock, Schlage FSIC Less Core, Rhodes Lever, Satin Chrome	$327.30	$327.30
1	Von Duprin	6400 US32D	Electric Strike, for Mortise or Cylindrical Locks, Modular Design, 12/24VDC, Satin Stainless Steel	$270.55	$270.55

Labor:

QTY	Description	Hourly Rate	Ext.Price
1	Osceola - Application Engineer	$115.00	$115.00
1	Osceola - CADD Technican	$95.00	$95.00
2	Osceola - Project Manager	$125.00	$250.00
4	Osceola - Installation Helper	$95.00	$380.00
8	Osceola - Installation Technician	$105.00	$840.00

Equipment Subtotal	**$1,193.80**
Labor Subtotal	**$1,680.00**
Freight & Warranty	**$0.00**
Administration Building - Records Door South Subtotal	**$2,873.80**

Administration Building - Records Door North

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	Bosch	DS160	Request to Exit PIR	$78.75	$78.75
1	GE Sentrol	1078CW-N	Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, Wide Gap, White, 3/4" Gap Size	$8.84	$8.84
1	HID	920PTNNEKE001P	RDR, RP40, ICLASS, SE PROX, STD, WIEG, PIG, BLK, STD SECURITY, 32 BIT, ELITE, LED OFF, FLASH OFF, BRZ ON	$183.33	$183.33
1	LCN	1461-CUSH AL	Cush Arm Closer	$263.50	$263.50
0.5	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$61.53
1	Schlage	ND80JD RHO 626	Storeroom Lock Function, Grade 1, Cylindrical Lock, Schlage FSIC Less Core, Rhodes Lever, Satin Chrome	$327.30	$327.30
1	Von Duprin	6400 US32D	Electric Strike, for Mortise or Cylindrical Locks, Modular Design, 12/24VDC, Satin Stainless Steel	$270.55	$270.55

Labor:

QTY	Description	Hourly Rate	Ext.Price
1	Osceola - Application Engineer	$115.00	$115.00
1	Osceola - CADD Technican	$95.00	$95.00
2	Osceola - Project Manager	$125.00	$250.00
4	Osceola - Installation Helper	$95.00	$380.00
8	Osceola - Installation Technician	$105.00	$840.00

Equipment Subtotal	**$1,193.80**
Labor Subtotal	**$1,680.00**
Freight & Warranty	**$0.00**
Administration Building - Records Door North Subtotal	**$2,873.80**

Administration Building - Records Storage Door

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	Bosch	DS160	Request to Exit PIR	$78.75	$78.75
1	GE Sentrol	1078CW-N	Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, Wide Gap, White, 3/4" Gap Size	$8.84	$8.84
1	HID	920PTNNEKE001P	RDR, RP40, ICLASS, SE PROX, STD, WIEG, PIG, BLK, STD SECURITY, 32 BIT, ELITE, LED OFF, FLASH OFF, BRZ ON	$183.33	$183.33
1	LCN	1461-CUSH AL	Cush Arm Closer	$263.50	$263.50
0.5	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$61.53
1	Von Duprin	6400 US32D	Electric Strike, for Mortise or Cylindrical Locks, Modular Design, 12/24VDC, Satin Stainless Steel	$270.55	$270.55

Labor:

QTY	Description	Hourly Rate	Ext.Price
1	Osceola - Application Engineer	$115.00	$115.00
1	Osceola - CADD Technican	$95.00	$95.00
2	Osceola - Project Manager	$125.00	$250.00
4	Osceola - Installation Helper	$95.00	$380.00
8	Osceola - Installation Technician	$105.00	$840.00

Equipment Subtotal	**$866.50**
Labor Subtotal	**$1,680.00**
Freight & Warranty	**$0.00**
Administration Building - Records Storage Door Subtotal	**$2,546.50**

Administration Building - File Storage Door

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	Bosch	DS160	Request to Exit PIR	$78.75	$78.75
1	GE Sentrol	1078CW-N	Recessed Steel Door Contact w/Wire Leads, 3/4” Diameter, Closed Loop, Wide Gap, White, 3/4” Gap Size	$8.84	$8.84
1	HID	920PTNNEKE001P	RDR, RP40, ICLASS, SE PROX, STD, WIEG, PIG, BLK, STD SECURITY, 32 BIT, ELITE, LED OFF, FLASH OFF, BRZ ON	$183.33	$183.33
1	LCN	1461-CUSH AL	Cush Arm Closer	$263.50	$263.50
0.5	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$61.53
1	Schlage	ND80JD RHO 626	Storeroom Lock Function, Grade 1, Cylindrical Lock, Schlage FSIC Less Core, Rhodes Lever, Satin Chrome	$327.30	$327.30
1	Von Duprin	6400 US32D	Electric Strike, for Mortise or Cylindrical Locks, Modular Design, 12/24VDC, Satin Stainless Steel	$270.55	$270.55

Labor:

QTY	Description	Hourly Rate	Ext.Price
1	Osceola - Application Engineer	$115.00	$115.00
1	Osceola - CADD Technican	$95.00	$95.00
2	Osceola - Project Manager	$125.00	$250.00
4	Osceola - Installation Helper	$95.00	$380.00
8	Osceola - Installation Technician	$105.00	$840.00

Equipment Subtotal	**$1,193.80**
Labor Subtotal	**$1,680.00**
Freight & Warranty	**$0.00**
Administration Building - File Storage Door Subtotal	**$2,873.80**

Administration Building - IT Outer Door

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	ADAMS RITE	7430-628	Door Electric Strike, Fail Safe/Fail Secure, 12/24 Volt AC/DC, Clear Anodized, With 6-7/8 Flat Faceplate, For Aluminum/Hollow Metal Door	$172.26	$172.26
1	Bosch	DS160	Request to Exit PIR	$78.75	$78.75
2	GE Sentrol	1078CW-N	Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, Wide Gap, White, 3/4" Gap Size	$8.84	$17.68
1	HID	920PTNNEKE001P	RDR, RP40, ICLASS, SE PROX, STD, WIEG, PIG, BLK, STD SECURITY, 32 BIT, ELITE, LED OFF, FLASH OFF, BRZ ON	$183.33	$183.33
1	LCN	1461-CUSH AL	LCN Closer	$263.49	$263.49
0.5	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$61.53

Labor:

QTY	Description	Hourly Rate	Ext.Price
1	Osceola - Application Engineer	$115.00	$115.00
1	Osceola - CADD Technican	$95.00	$95.00
2	Osceola - Project Manager	$125.00	$250.00
2	Osceola - Installation Helper	$95.00	$190.00
8	Osceola - Installation Technician	$105.00	$840.00

Equipment Subtotal	**$777.04**
Labor Subtotal	**$1,490.00**
Freight & Warranty	**$0.00**
Administration Building - IT Outer Door Subtotal	**$2,267.04**

Administration Building - Head End

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	Altronix	PD8CB	8 Output Power Distribution Module - Converts AC or DC power input (28 volts @ 14 amp max.) into eight (8) PTC power outputs.	$27.07	$27.07
3	Genetec	SY-MR52-S3	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	$465.11	$1,395.33
3	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$369.15

Labor:

QTY	Description	Hourly Rate	Ext.Price
2	Osceola - CADD Technican	$95.00	$190.00
2	Osceola - Project Manager	$125.00	$250.00
2	Osceola - Application Engineer	$115.00	$230.00
14	Osceola - Installation Technician	$107.32	$1,502.48

Equipment Subtotal	**$1,791.55**
Labor Subtotal	**$2,172.48**
Freight & Warranty	**$0.00**
Administration Building - Head End Subtotal	**$3,964.03**

Administration Building - Phone Equipment Room

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	Bosch	DS160	Request to Exit PIR	$78.75	$78.75
1	GE Sentrol	1078CW-N	Recessed Steel Door Contact w/Wire Leads, 3/4” Diameter, Closed Loop, Wide Gap, White, 3/4” Gap Size	$8.84	$8.84
1	HID	920PTNNEKE001P	RDR, RP40, ICLASS, SE PROX, STD, WIEG, PIG, BLK, STD SECURITY, 32 BIT, ELITE, LED OFF, FLASH OFF, BRZ ON	$183.33	$183.33
1	LCN	1461-CUSH AL	Cush Arm Closer	$263.50	$263.50
1	Schlage	ND80JD RHO 626	Storeroom Lock Function, Grade 1, Cylindrical Lock, Schlage FSIC Less Core, Rhodes Lever, Satin Chrome	$327.30	$327.30

Labor:

QTY	Description	Hourly Rate	Ext.Price
1	Osceola - Application Engineer	$115.00	$115.00
5	Osceola - Installation Technician	$105.00	$525.00

Equipment Subtotal	**$861.72**
Labor Subtotal	**$640.00**
Freight & Warranty	**$0.00**
Administration Building - Phone Equipment Room Subtotal	**$1,501.72**

Building C - IDF Door

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	Bosch	DS160	Request to Exit PIR	$78.75	$78.75
1	GE Sentrol	1078CW-M	Recessed Steel Door Contact w/Wire Leads, 3/4” Diameter, Closed Loop, Wide Gap, Brown, 3/4” Gap Size	$8.84	$8.84
1	HID	920PTNNEKE001P	RDR, RP40, ICLASS, SE PROX, STD, WIEG, PIG, BLK, STD SECURITY, 32 BIT, ELITE, LED OFF, FLASH OFF, BRZ ON	$183.33	$183.33
0.25	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$30.76
1	Von Duprin	6400 US32D	Electric Strike, for Mortise or Cylindrical Locks, Modular Design, 12/24VDC, Satin Stainless Steel	$270.55	$270.55

Labor:

QTY	Description	Hourly Rate	Ext.Price
1	Osceola - Application Engineer	$115.00	$115.00
1	Osceola - CADD Technican	$95.00	$95.00
2	Osceola - Project Manager	$125.00	$250.00
2	Osceola - Installation Helper	$95.00	$190.00
4	Osceola - Installation Technician	$105.00	$420.00

Equipment Subtotal	**$572.23**
Labor Subtotal	**$1,070.00**
Freight & Warranty	**$0.00**
Building C - IDF Door Subtotal	**$1,642.23**

Annex Training Building - Double Glass Entry Doors

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	ADAMS RITE	4300-30-201-628	Door Electrified Deadlatch, 1-1/8 Cylinder Backset, 4-5/8 Mortised Strike, Flat Clear Anodized Faceplate	$246.09	$246.09
1	Adamsrite	4591-02-00-628	Paddle Push to Left 1-3/4 628 Door thickness 1 3/4'' Aluminum	$94.14	$94.14
1	Bosch	DS160	Request to Exit PIR	$78.75	$78.75
1	GE Sentrol	1078CW-N	Recessed Steel Door Contact w/Wire Leads, 3/4” Diameter, Closed Loop, Wide Gap, White, 3/4” Gap Size	$8.84	$8.84
1	HID	920PTNNEKE001P	RDR, RP40, ICLASS, SE PROX, STD, WIEG, PIG, BLK, STD SECURITY, 32 BIT, ELITE, LED OFF, FLASH OFF, BRZ ON	$183.33	$183.33
1	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$123.05
1	Securitron	TSB-CXL-2620	Touch Sense Bar Accessory, DoorCord With Gray & Black Caps, 3	$24.13	$24.13

Labor:

QTY	Description	Hourly Rate	Ext.Price
1	Osceola - Application Engineer	$115.00	$115.00
1	Osceola - CADD Technican	$95.00	$95.00
2	Osceola - Project Manager	$125.00	$250.00
15	Osceola - Installation Technician	$105.00	$1,575.00
15	Osceola - Installation Helper	$95.00	$1,425.00

Equipment Subtotal	**$758.33**
Labor Subtotal	**$3,460.00**
Freight & Warranty	**$0.00**
Annex Training Building - Double Glass Entry Doors Subtotal	**$4,218.33**

Annex Training Building - Weapons Maintenance Interior Door

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	ADAMS RITE	7430-628	Door Electric Strike, Fail Safe/Fail Secure, 12/24 Volt AC/DC, Clear Anodized, With 6-7/8 Flat Faceplate, For Aluminum/Hollow Metal Door	$172.26	$172.26
1	Bosch	DS160	Request to Exit PIR	$78.75	$78.75
1	GE Sentrol	1078CW-N	Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, Wide Gap, White, 3/4" Gap Size	$8.84	$8.84
1	HID	920PTNNEKE001P	RDR, RP40, ICLASS, SE PROX, STD, WIEG, PIG, BLK, STD SECURITY, 32 BIT, ELITE, LED OFF, FLASH OFF, BRZ ON	$183.33	$183.33
1	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$123.05

Labor:

QTY	Description	Hourly Rate	Ext.Price
1	Osceola - Project Manager	$125.00	$125.00
1	Osceola - Application Engineer	$115.00	$115.00
1	Osceola - CADD Technican	$95.00	$95.00
5	Osceola - Installation Helper	$95.00	$475.00
10	Osceola - Installation Technician	$105.00	$1,050.00

Equipment Subtotal	**$566.23**
Labor Subtotal	**$1,860.00**
Freight & Warranty	**$0.00**
Annex Training Building - Weapons Maintenance Interior Door Subtotal	**$2,426.23**

Annex Training Building - Weapons Maintenance
Exterior Door Near Sally Port

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	Bosch	DS160	Request to Exit PIR	$78.75	$78.75
1	GE Sentrol	1078CW-N	Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, Wide Gap, White, 3/4" Gap Size	$8.84	$8.84
1	HID	920PTNNEKE001P	RDR, RP40, ICLASS, SE PROX, STD, WIEG, PIG, BLK, STD SECURITY, 32 BIT, ELITE, LED OFF, FLASH OFF, BRZ ON	$183.33	$183.33
1	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$123.05
1	Von Duprin	6400 US32D	Electric Strike, for Mortise or Cylindrical Locks, Modular Design, 12/24VDC, Satin Stainless Steel	$270.55	$270.55

Labor:

QTY	Description	Hourly Rate	Ext.Price
1	Osceola - Application Engineer	$115.00	$115.00
1	Osceola - CADD Technican	$95.00	$95.00
2	Osceola - Project Manager	$125.00	$250.00
10	Osceola - Installation Helper	$95.00	$950.00
20	Osceola - Installation Technician	$105.00	$2,100.00

Equipment Subtotal	**$664.52**
Labor Subtotal	**$3,510.00**
Freight & Warranty	**$0.00**
Annex Training Building - Weapons Maintenance Exterior Door Near Sally Port Subtotal	**$4,174.52**

Annex Training Building - Police Foundation Beach Ranger

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	Adams Rite	4591-02-02-628	Curved Deadlatch Paddle, Push to Left, For 2-1/4 In. to 2-1/2 In. Thick Door, RHR (or Exterior of LH), Satin Aluminum	$94.13	$94.13
1	ADAMS RITE	4300-30-201-628	Door Electrified Deadlatch, 1-1/8 Cylinder Backset, 4-5/8 Mortised Strike, Flat Clear Anodized Faceplate	$246.09	$246.09
1	Bosch	DS160	Request to Exit PIR	$78.75	$78.75
1	GE Sentrol	1078CW-N	Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, Wide Gap, White, 3/4" Gap Size	$8.84	$8.84
1	HID	920PTNNEKE001P	RDR, RP40, ICLASS, SE PROX, STD, WIEG, PIG, BLK, STD SECURITY, 32 BIT, ELITE, LED OFF, FLASH OFF, BRZ ON	$183.33	$183.33
1	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$123.05
1	Securitron	TSB-CXL-2620	Touch Sense Bar Accessory, DoorCord With Gray & Black Caps, 3	$24.13	$24.13

Labor:

QTY	Description	Hourly Rate	Ext.Price
1	Osceola - Application Engineer	$115.00	$115.00
1	Osceola - CADD Technican	$95.00	$95.00
2	Osceola - Project Manager	$125.00	$250.00
10	Osceola - Installation Helper	$95.00	$950.00
20	Osceola - Installation Technician	$105.00	$2,100.00

Equipment Subtotal	**$758.32**
Labor Subtotal	**$3,510.00**
Freight & Warranty	**$0.00**
Annex Training Building - Police Foundation Beach Ranger Subtotal	**$4,268.32**

Annex Training Building - Head End

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
3	Alarm-Saf	12V-7AH-942	Battery, 12V, 7 AH, Gelled Electrolyte, Sealed Lead Acid Unit,	$34.60	$103.80
2	Altronix	ACM8CB	Altronix Access Control Module, 8 Circuit w/ Circuit Breakers	$63.98	$127.96
2	Altronix	PD8CB	8 Output Power Distribution Module - Converts AC or DC power input (28 volts @ 14 amp max.) into eight (8) PTC power outputs.	$27.07	$54.14
1	Altronix	Trove2M2	Access & Power Integration Enclosure W/Backplane, Supports Mercury Controllers With/Without Altronix Power And Accessories, For Up To Twelve (12) Doors, Dimensions: 27.25 Inch Height x 21.75 Inch Width x 6.5 Inch Depth, Includes Cam Lock, Tamper Switch And Mounting Hardware	$315.00	$315.00
1	Altronix	TMV2	Access & Power Integration Door Backplane, Supports Mercury Or HID/Vertx Controllers, For Up To Twelve (12) Doors, Dimensions: 23.75 Inch Height x 18.125 Inch Width x 0.3125 Inch Depth, Includes Mounting Hardware, Fits Trove2 Enclosure	$93.94	$93.94
1	Altronix	EFLOW104NB	EFLOW two (2) output power supply/charger with fire alarm disconnect, 10 amp, 24VDC output	$213.86	$213.86
1	Altronix	eFlow102NB	Power Supply Board Only - 12VDC @ 10amp	$180.73	$180.73
1	Genetec	SY-LP1502	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	$1,063.11	$1,063.11
3	Genetec	SY-MR52-S3	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	$465.11	$1,395.33
5	Honeywell Cable&Communications	31955099	Profusion Access Cntl Plenum 500Ft Spool COMPOSITE	$424.51	$2,122.55
4	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$492.20

4	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$492.20

Labor:

QTY	Description	Hourly Rate	Ext.Price
2	Osceola - Project Manager	$125.00	$250.00
2	Osceola - CADD Technican	$95.00	$190.00
4	Osceola - Application Engineer	$115.00	$460.00
20	Osceola - Installation Technician	$105.00	$2,100.00
20	Osceola - Installation Helper	$95.00	$1,900.00

Equipment Subtotal	**$6,654.82**
Labor Subtotal	**$4,900.00**
Freight & Warranty	**$0.00**
Annex Training Building - Head End Subtotal	**$11,554.82**

Annex Training Building - IDF Door

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	Adams Rite	7430-628	Door Electric Strike, Fail Safe/Fail Secure, 12/24 Volt AC/DC, Clear Anodized, With 6-7/8 Flat Faceplate, For Aluminum/Hollow Metal Door	$172.26	$172.26
1	Bosch	DS160	Request to Exit PIR	$78.75	$78.75
1	GE Sentrol	1078CW-N	Recessed Steel Door Contact w/Wire Leads, 3/4” Diameter, Closed Loop, Wide Gap, White, 3/4” Gap Size	$8.84	$8.84
1	HID	920PTNNEKE001P	RDR, RP40, ICLASS, SE PROX, STD, WIEG, PIG, BLK, STD SECURITY, 32 BIT, ELITE, LED OFF, FLASH OFF, BRZ ON	$183.33	$183.33
0.25	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$30.76

Labor:

QTY	Description	Hourly Rate	Ext.Price
2	Osceola - Installation Helper	$95.00	$190.00
5	Osceola - Installation Technician	$105.00	$525.00

Equipment Subtotal	**$473.94**
Labor Subtotal	**$715.00**
Freight & Warranty	**$0.00**
Annex Training Building - IDF Door Subtotal	**$1,188.94**

Annex Training Building - RBTC Door

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	Adams Rite	4300-30-201-628	Adams Rite Aluminum Door Deadlatches	$246.09	$246.09
1	Adamsrite	4591-04-00-628	Paddle Push Right 1-3/4 628 door thickness 1 3/4'' Aluminum	$79.37	$79.37
1	Bosch Security Systems	DS160-265	PIR, Request To Exit, LightGrey Finish	$78.75	$78.75
1	GE Sentrol	1078CW-N	Recessed Steel Door Contact w/Wire Leads, 3/4” Diameter, Closed Loop, Wide Gap, White, 3/4” Gap Size	$8.84	$8.84
1	HID	920PTNNEKE001P	RDR, RP40, ICLASS, SE PROX, STD, WIEG, PIG, BLK, STD SECURITY, 32 BIT, ELITE, LED OFF, FLASH OFF, BRZ ON	$183.33	$183.33
0.5	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$61.53
1	MISC	Hardware/Materials	MISC Installation Consumables	$123.05	$123.05
1	Sargent	1431-UO-TB-EN	Sargent Surface Closers	$295.16	$295.16

Labor:

QTY	Description	Hourly Rate	Ext.Price
10	Osceola - Installation Helper	$95.00	$950.00
20	Osceola - Installation Technician	$105.00	$2,100.00

Equipment Subtotal	**$1,076.12**
Labor Subtotal	**$3,050.00**
Freight & Warranty	**$0.00**
Annex Training Building - RBTC Door Subtotal	**$4,126.12**

System Investment

Total Equipment	$19,402.72
Total Labor	$33,097.48
Total Freight & Warranty	$0.00
Total Proposal Amount	$52,500.20

Initials:_____

Conditions and Clarifications

	Include	Exclude		Include	Exclude
System Shop Drawings	☑	☐	Cable D-rings/ harnessess	☑	☐
Submittals	☑	☐	Door Locking Hardware	☑	☐
Permits	☑	☐	Door Frame Preparation	☑	☐
System Training by MECO	☐	☑	Patching and Painting	☐	☑
Structured Cabling	☑	☐	Core Drilling	☐	☑
120VAC Power	☐	☑	Wall Penetrations/sleeves	☐	☑
Conduit Stub-Ups	☐	☑	Fire Stopping	☐	☑
Device Back-Boxes	☐	☑	Network Switches	☐	☑
Raceway & Rough-in	☑	☐	Personnel Lift Equipment	☐	☑
Surge Protection	☑	☐	Grounding and Bonding	☐	☑

Clarifications

Any custom millwork and fabrication provided by others

Conduit raceway, unless specifically included in this proposal scope, is provided by others and must be properly sized per NEC and include a pull string

Any required lighting, emergency lighting or signage provided by others

Any required scaffolding provided by others

Any cable to be installed as part of this project scope is assumed to be installed prior to the installation of the ceiling grid or framing. Raceways must be provided above inaccessible ceiling spaces.

All hazardous materials abatement and removal by others

Any AHJ requirements to bring the building or portion of the building up to code is excluded from this scope of work

Miller Electric labor is provided during normal business hours Monday through Friday from 8:00 AM – 5:00 PM. Overtime is not included and may be charged additionally.

Deliveries will be made during normal business hours. Overtime delivery is not included.

Maintenance of the network, firewalls, antivirus and defending the integrity of the network against cyber attack is provided by others

Software maintenance, version upgrades and other administrative data entry (i.e. entry of cardholder data) are excluded unless specifically included in the proposal scope.

Taxes are excluded unless specifically shown as included in pricing summary lines.

Miller Electric will dispose of Miller Electric created trash daily within Jobsite provided containers.

Final testing and system delivery are included as per the project schedule only

System control code will be turned over after the final payment is received

Terms & Conditions

Acceptance

16752-7-0
11/3/2020

Proposal: 4 Building Addition

The following documents in this proposal are considered binding include: Scope of Work, Bill Of Materials, Terms and Conditions Where Applicable

Proposal Accepted: Miller Electric Company is authorized to proceed with the work as proposed. This proposal is valid until: 1/2/2021

Purchaser	Fernandina Beach Police Department	**Seller**	Miller Electric Company
By	Jim Norman	**By**	Keith Purvis
Title			
Signature		**Signature**	
Date		**Date**	
PO #			

The above persons represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership, software licenses and the Warranty below.

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and Miller Electric Company, 2251 Rosselle Street, Jacksonville, Florida 32204, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Video Surveillance and Access Control Repair, Maintenance, Upgrades and New Installation, pursuant to RFP-16-4469-TP; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall begin on April 19, 2016 and continue through April 18, 2019, and may be extended when in the best interest of the County.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien, attachment, or

encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed One Million Eight Hundred Thousand and 00/100 Dollars ($1,800,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project

which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE LIABILITY: One Million Dollars ($1,000,000.00) Combined Single Limit, All Automobiles;
2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;
    a. Damage to Rented Premises – Fifty Thousand Dollars ($50,000) any single occurrence;
    b. Medical Expense – Five Thousand Dollars ($5,000) Any one person;
    c. Personal & Advertising Injury – One Million Dollars ($1,000,000)
3. GENERAL AGGREGATE: One Million Dollars ($1,000,000.00);
4. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00);

5. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: Two Million Dollars ($2,000,000.00); and,

6. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.

B. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.

C. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 9. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 12. PUBLIC RECORDS.

The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; and

B. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida law; and

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; and

D. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential

and exempt from public records disclosure requirement. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the county.

E. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors,

representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 17. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations

of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Osceola County
Attention: Procurement Services
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741

CONTRACTOR: Miller Electric Company
2251 Rosselle Street
Jacksonville, Florida 32204

SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE PROVISIONS.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to

this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 33. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

David Owens, Assistant Information Technology Director
Osceola County Information Technology
1 Courthouse Square, Suite 2200
Kissimmee, Florida 34741
Telephone: 407-742-2900
Email: david.owens@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

Melissa Haynie, Project Manager
Miller Electric Company
317 Northlake Boulevard, Suite 1020
Altamonte Springs, Florida 32701
Telephone: 407-328-5220
Email: mhaynie@sitesecure.com

SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: Vivian Jones
Chairwoman/~~Vice Chairwoman~~

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Debra A Davis
~~Clerk~~/ Deputy Clerk of the Board

As authorized for execution at the Board of County Commissioners meeting of:

April 11, 2016

MILLER ELECTRIC COMPANY

By: _____

Print: David L. Stallings

Title: Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 5th day of April, 2016, by David L. Stallings as Vice President of Miller Electric Company, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Danyel Feldt
NOTARY PUBLIC, State of Florida

(stamp) Notary Public State of Florida
Danyel Feldt
My Commission FF 174669
Expires 11/26/2018

Exhibit "A"
Scope of Services and Technical Requirements

A. Purpose:

1. It is the intent of Osceola County to contract with a qualified Contractor for the purpose of awarding various maintenance, install, repair, refurbishment, construction and equipment replacement of physical security systems associated with Osceola County facilities. The successful bidder shall furnish all parts, materials, equipment, labor and supervision as necessary to calibrate, maintain, construct and install the assigned repair, refurbishment and *I* or replacement of security systems.
2. The successful bidder shall supply technical and programming services for the purpose of maintaining and optimizing various security databases and systems within Osceola County facilities.

B. Special Conditions:

1. All bidders shall be required to submit proof of current licenses or certifications as required below:
   a. The Contractor shall be an authorized Genetec Unified Elite partner.
   b. The Contractor shall be a Florida Certified Electrical Contractor (Electrical Fire, EF or Electrical Contractor, EC Minimum).
   c. The Contractor shall be a Florida Certified General Contractor (GC) and have a minimum of 5 years' experience in performing physical security improvements to structures, walls, fences and other apparatuses needed to secure facilities.
   d. The Contractor shall maintain, on staff, a minimum of one employee that is BISCI Registered Communications Distribution Designer (RCDD), or Axis Certified Professional.
   e. The Contractor shall maintain, on staff, a minimum of one employee that is Genetec Certified.
   f. The Contractor shall maintain, on staff, or utilize, a Cisco CCNP Certified professional when interacting with the security communications network.
   g. The Contractor shall utilize "like-for-like" parts for all existing systems which may affect the security communications network.
   h. For all new systems and system enhancements, all parts shall be new (non-refurbished). For all network switches, all items must be supplied by a Cisco certified reseller.
2. All bidders shall submit references for the following:
   a. The Contractor must have completed the installation of a minimum of one (1) Genetec digital video surveillance system within the last two (2) years. Contractor must show four (4) years of experience in the maintenance of Genetec digital video surveillance systems.
   b. References shall include the name and locations of projects, contact person name, title and telephone number.

C. **Response Time:**

1. For all Contractor installed systems the Contractor must maintain an inventory of commonly used or restricted availability parts and provide delivery within two (2) hours for inoperable systems or within 5 business days for non-emergency needs. Any exceptions must be approved and agreed upon with the County.
2. For all non-Contractor installed systems the Contractor must provide evidence of part order placement and an ETA on delivery of the parts within forty-eight (48) hours after receiving the Purchase Order. After delivery of parts, installation must be completed within two (2) hours for inoperable systems or within 5 business days for non-emergency needs.
3. The Contractor must provide service twenty-four (24) hours per day, including weekends and holidays. The Contractor must be able to respond with a knowledgeable trained technician to Osceola County sites within two (2) hours of notification for critical emergency service and within two (2) business days of notification for non-critical non-emergency service.
4. The Contractor shall provide the services of a professional answering service or dispatcher service for non-normal business hours contact.

D. **Project Assignment and Pricing:**

For each project, the Contractor shall submit a complete written estimate prior to initiation of any work. The project requestor shall evaluate the estimates and, if found acceptable, shall provide written authorization in the form of a Purchase Order prior to the Contractor proceeding with the work. The County shall not honor any unauthorized charges.

E. **Sub-Contractors, Permits and Parts:**

1. Sub-contractors shall only be utilized after receiving written approval by the County. Charges for sub-contractors shall be marked-up per the bid schedule (to be included in the bid) and the Contractor shall be required to provide supporting documentation of sub-contractors charges.
2. The Contractor shall be responsible to apply for and obtain all permits required to complete the assigned projects. Charges for permits fees shall not be marked up and the Contractor shall provide supporting documentation of all permit fee charges.
3. All parts necessary to complete the assigned projects shall be marked up at rate no greater than the maximum mark up as shown on the bid schedule form (to be included in the bid). No additional delivery costs will be paid. The Contractor will be required to provide supporting documentation of actual parts costs for every invoice submitted.

F. **Scope of Work:**

1. Repairs / Corrective Maintenance: In the event of equipment failure, the Contractor will provide the supervision, labor, and equipment necessary to return the affected system(s) to normal operation. The Contractor will also provide the necessary replacement materials and parts. The Contractor is expected to respond 24 hours a day,

seven days a week, and to be on-site with a trained technician within two (2) hours after being notified of emergency need or within two (2) business days for non-emergency needs in accordance with the terms of this Contract.

2. Preventive Maintenance: The Contractor will perform inspections, cleaning, performance checks, and consumable replenishment or replacement, and system calibrations. The Contractor will provide a breakdown of recommended preventive maintenance activities and schedule for Osceola County approval.

3. Renewal and Replacement: If as a result of either corrective or preventive maintenance the Contractor discovers deficiencies, and the correction or resolution of such deficiencies requires a level of effort or expenditure beyond the tasks specified and authorized in the Purchase Order Form, the Contractor shall submit to the County a proposal for the additional work necessary.

4. Provision of Material and Parts: The Contractor is expected to provide the necessary materials and replacement parts for both corrective and preventive maintenance. Osceola County may at its option provide parts and consumables from its own inventory for Contractor installation.

5. Asset Inventory and Database: The Contractor will create and maintain, in a format acceptable to Osceola County, a database of all equipment (including recommended spare parts) covered by this Contract. Definitions, identification conventions, and an initial list of security system components will be provided to Osceola County; the Contractor will verify all asset data provided to Osceola County and confirm its accuracy. The Contractor is also expected to add to, delete from, or modify any security system asset data provided by Osceola County. All replaced equipment will be entered into the database. The database will remain the property of Osceola County.

6. The Contractor shall assist in design, document review, construct, furnish and install all security control and associated equipment as specified to perform the intended function on an as-required basis. Work shall include the following: all labor, materials and equipment to complete the specifications; manufacturing and factory tests; delivery to the site; programming; interfacing with all existing alarm, access control, video and security systems; calibration; installation; system start-up services; training; and incidentals required to completely furnish and install security equipment at Osceola County facilities as designated.

7. The Contractor shall supply technical and programming services as required to troubleshoot and optimize Osceola County's existing alarm, access control, and video surveillance systems. These services shall be charged on an hourly basis per the bid schedule.

8. The Contractor shall provide detailed documentation and diagrams to the County when installing a new system or significantly altering an existing one. The documentation requirements will be agreed upon with the County per project.

9. Programming services shall include alarm, access control, and video surveillance equipment and systems programming, software maintenance and data backups. The hourly rates for these services shall include all application and documentation files being supplied to Osceola County on electronic media. All Contractor supplied

programming services and applications turned over to or installed in Osceola County systems shall become property of Osceola County.

10. The Contractor shall provide technical support such as cost estimates, recommend actions of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the County.
11. The Contractor shall supply 24x7x365 technical telephone support services as required. At the start of each telephone support session, the Contractor shall assign a "Case Number" and log the start time and completion time.
12. The Contractor shall provide Vulnerability Assessments on new and existing facilities per Homeland Security and EPA Guidelines. These services shall be provided as Security Consultant Services.

G. Quantities:

The estimated quantities are given only as a guideline for preparing the bid and should not be construed as representing actual quantities to be purchased under this contract. The County makes no covenant or promise as to the number of available projects, or quantity of hours, or amount of work that the Contractor will perform on any project for the County during the life of this Agreement.

H. Emergency Services:

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Service shall be billed at the scheduled hourly rates plus emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.
2. Normal Business Hours under this agreement are Monday through Friday, 0600 through 1800 hours, excluding published County holidays.
3. The Contractor shall maintain a 24 hour, 365 day answering service for incoming service calls. All service calls shall be logged and the log shall be submitted to Osceola County on a monthly basis.
4. Repeated failure to meet established response times will be considered as grounds to terminate this agreement.

I. Obligations of the Contractor:

During the performance of work pursuant to this Contract, the Contractor will:

1. Provide Osceola County with a monthly schedule for all planned work, and reschedule such work when notified by Osceola County that the work cannot be performed at that time. The Contractor will not be compensated if work cannot be performed due to foreseeable circumstances.
2. Employ professional, qualified, and responsible service technicians to perform the work. The Contractor is expected to employ service technicians trained in the maintenance and installation of the specific types of equipment used in the Osceola County video and security systems.

3. Maintain a neat and clean workspace both during and after the performance of work. All trash will be removed from the site and deposited as appropriate. Any fireproofing, caulking or other materials that must be removed for the installation or performance of maintenance will be re-installed or repaired as appropriate. Ensure that necessary markings are installed where appropriate to identify new circuits, cables, or equipment as applicable.
4. Observe all Osceola County site access and security procedures. As these procedures are subject to change, the Contractor is responsible for familiarizing the service technicians with current requirements; violation of site access and security procedures is a serious breach of the terms of this Contract. Failure to personally and properly notify Osceola County as required is a violation of the terms of this Contract. For each on-site visit to an Osceola County facility the Contractor's service technicians will, at a minimum:
    a. Site visits must be coordinated in advance with County personnel.
    b. Where relevant, upon entry to a secured location, document the date, time of arrival, name of all personnel, and reason for the visit into the facility's log book.
    c. Document into the facility's log book completion of the work prior to exiting the facility and notify Osceola County.
    d. Upon request the contractor must present a Contractor photo ID badge and/or Government issued Photo.
5. Maintain documentation of all work performed under this Contract on forms provided or approved by Osceola County. All such documentation will become the property of Osceola County upon termination of this Contract. Invoices submitted by the Contractor will not be approved for payment unless written documentation of all work for which the Contractor seeks payment are attached. At the minimum, documentation will include:
    a. Contractor name, complete address, and contact information
    b. Date, time, and location of site visit
    c. Reason for site visit
    d. Brief description of work performed or accomplished
    e. Any observed deficiencies or operational issues and recommendations for resolution
    f. Required or recommended follow-up
    g. Parts and/or consumables used
    h. Labor hours
    i. Participating Contractor personnel
    j. Osceola County Purchase Order number
    k. Approval by Contractor Operations Manager

All work performed will be certified as complete by the project requestor or delegated evaluator prior to payment of the invoice.

J. Warranty

All projects and work performed under this agreement shall have a minimum 24 month parts and labor warranty. Should the manufacturer's warranties exceed 24 months, the

manufacturers' warranty shall prevail with only the Contractor's normal labor rates being charged after the initial 24 month period.

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Exhibit "B"
Pricing Schedule

Parts and Sub-Contractor Mark-up	
Description	**% Mark-up (Maximum %)**
All Materials and Parts	Invoice plus 15 %
Sub-Contractors	Invoice plus 15 %
Equipment Rentals	Invoice plus 15 %

Labor Hours Price Schedule		
Description	**Rate**	**Units**
Project Management	$ 125.00	Per Hour
Installation Technician	$ 105.00	Per Hour
Installation Technician (Helper)	$ 95.00	Per Hour
Application Engineer	$ 115.00	Per Hour
Draftsman/CADD Technician	$ 95.00	Per Hour
Clerical (O&M Documentation)	$ 75.00	Per Hour
Other (Please explain)	$	Per Hour

Emergency Services Multiplier	
Emergency Services/Critical Response Rate will be calculated at value times the hourly rate for the necessary labor categories utilized.	1.5 times the hourly labor rate

OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

AGENCY:	INFORMATION TECHNOLOGY	**MEETING DATE:**	2/10/2020
DIVISION/OFFICE:	COUNTY ADMINISTRATION	**MEETING TYPE:**	BCC MEETING
DIRECTOR/MANAGER:	RICHARD VAN NATTA	**REQUEST TYPE:**	CONSENT

AGENDA REQUEST

Approval and authorization for the Chair/Vice Chair to sign Amendment #2 to the service agreement with Miller Electric Company, Jacksonville, Florida, to extend the term of the agreement for an additional year and increase the compensation in order to provide for newly approved, budgeted security projects at Corrections, Emergency Operations Center, and the Courthouse, as well as, ongoing projects at various County facilities that include the installation, upgrade, maintenance, and repairs of video surveillance and access control systems on an as needed basis (RFP-16-4469-TP); authorization for the County Manager to sign amendments that do not exceed 10% of the Board total approved amount; and Countywide standardization on the Genetec Closed Circuit Television (CCTV) and Access Control Systems for video surveillance and access control services Countywide; estimated expenditures shall increase by $1,600,000.00, due to the increase in projects and the additional year for a total not to exceed $4,000,000.00 through April 18, 2021.

STRATEGIC PLAN GOAL

#4: Ensure Cost-Effective and High-Performing County Government

STRATEGIC PLAN ACTION ITEM

FINANCIAL INFORMATION

TOTAL REQUESTED AMOUNT: $ $1,600,000.00

Funds are appropriated in various department budgets for this purpose. Fund availability is confirmed prior to the issuance of a purchase request.

This is a multi-year contract and appropriations beyond Fiscal Year 2020 are subject to future Board approval.

APPROVING DEPARTMENTS

Procurement	Rebecca Jones
OMB	Sharon Chauharjasingh
County Attorney	Andrew Mai
County Attorney	Andrew Mai
County Attorney	Andrew Mai

BACKGROUND INFORMATION

- This request, if approved, will extend the term of the agreement for an additional year for ongoing projects and maintenance and repairs of existing equipment and increase compensation for several new security-related projects including two at Corrections, conversion of the County's Emergency Operations Center (EOC) building to the Genetec system for modernization and standardization of equipment, as well as an upgrade project for the door locks in the Courthouse to eliminate the need for re-keying and the significant associated costs.
- This request also includes authorization for the County Manager to execute amendments that do not exceed 10% of the Board's total approval amount and Countywide standardization on the Genetec Closed Circuit Television (CCTV) and access control systems, including both hardware and software, to more cost effectively manage the County's investment.
- Genetec is currently being used as the County's consolidated and centrally managed access control solution throughout the

County. In most instances, this allows the County to issue a single badge that is compatible in over 20 County buildings and facilities, representing approximately 150 doors with access control. The Genetec software also manages 500 security camera feeds from around the County, allowing staff to efficiently manage the devices, and the personnel authorized to view them.

- RFP processes were completed in 2011 and 2016 and both resulted in SiteSecure (now doing business as Miller Electric) being selected as the responsive and responsible proposal for a non-proprietary access control solution.
- On April 11, 2016, the Board executed a service agreement with Miller Electric Company for the provision of video surveillance and access control system repairs, maintenance upgrades and new installation Countywide on an as-needed basis with estimated expenditures not to exceed $1,800,000, $600,000 annually, to April 18, 2019, and was extended by the County Manager on January 20, 2019 for one year at the same amount.
- As a result of the past two solicitation processes being awarded to Miller Electric, their knowledge of our system, and the approved/ongoing projects underway, staff recommends extending this agreement.
- The project manager for this agreement is Levi Thomas, Assistant Information Technology Director.
- Staff recommends approval.

AMENDMENT #2
TO THE AGREEMENT BETWEEN
OSCEOLA COUNTY AND MILLER ELECTRIC COMPANY

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Miller Electric Company, 6805 Southpoint Parkway, Jacksonville, Florida 32216, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform video surveillance and access control repair, maintenance, upgrades and new installation as further described in the Agreement RFP-16-4469-TP, approved by the Board of County Commissioners on April 11, 2016, and amended by the County Manager on January 30, 2019, between the COUNTY and the CONTRACTOR; and

WHEREAS, pursuant to Section 24. Modification, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to increase compensation and extend the term of the agreement for an additional year.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 1. Term is hereby amended as follows:

SECTION 1. TERM

The term of this Agreement is amended to extend through April 18, 2021 and may be extended when in the best interest of the County.

2. Section 5. Compensation is hereby deleted in its entirety and replaced with the following:

SECTION 5. COMPENSATION

A. The amount to be paid under this Agreement for services rendered will not exceed Four Million and 00/100 Dollars ($4,000,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

3. Section 12. Public Records is hereby deleted in its entirety and replaced with the following:

SECTION 12. PUBLIC RECORDS.

A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 4400
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the COUNTY to perform the service.

2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.

5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

4. Section 23. Notice is hereby deleted in its entirety and replaced with the following:

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Osceola County
Attention: Procurement Services
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741

CONTRACTOR: Miller Electric Company
6805 Southpoint Parkway
Jacksonville, Florida 32216

5. Section 33. Project Managers is hereby deleted in its entirety and replaced with the following:

SECTION 33. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Levi Thomas, Assistant Information Technology Director
Osceola County Information Technology
1 Courthouse Square, Suite 2200
Kissimmee, Florida 34741
Telephone: 407-742-2900
Email: levi.thomas@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

Melissa Haynie, Senior Project Manager
Miller Electric Company
317 Northlake Boulevard, Suite 1020
Altamonte Springs, Florida 32701
Telephone: 407-328-5220
Email: mhaynie@mecojax.com

6. These changes shall be effective upon this Amendment being executed by both parties.

7. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: Vivian Janer
Chair /~~Vice Chair~~

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Debra A Davis
~~Clerk~~/ Deputy Clerk of the Board

As authorized for execution at the Board of County Commissioners meeting of:

February 10, 2020

MILLER ELECTRIC COMPANY

By: R Andrew Bowman

Title: Vice President - Integrated Solutions

Date: December 17, 2019

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was executed before me this 17th day of December, 2019, by R. Andrew Bowman, as Vice President of Miller Electric Company, who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is (personally known to me) OR has produced _____ as identification.

Commission Expires:
8/19/2023

Aimee Carver
NOTARY PUBLIC, State of Florida

AIMEE CARVER
Notary Public, State of Florida
My Comm. Expires 08/19/2023
Commission No. GG367424

Exhibit "B"
Pricing Schedule

Parts and Sub-Contractor Mark-up	
Description	**% Mark-up (Maximum %)**
All Materials and Parts	Invoice plus 15 %
Sub-Contractors	Invoice plus 15 %
Equipment Rentals	Invoice plus 15 %

Labor Hours Price Schedule		
Description	**Rate**	**Units**
Project Management	$ 125.00	Per Hour
Installation Technician	$ 105.00	Per Hour
Installation Technician (Helper)	$ 95.00	Per Hour
Application Engineer	$ 115.00	Per Hour
Draftsman/CADD Technician	$ 95.00	Per Hour
Clerical (O&M Documentation)	$ 75.00	Per Hour
Other (Please explain)	NEGOTIABLE	Per Hour

Emergency Services Multiplier	
Emergency Services/Critical Response Rate will be calculated at value times the hourly rate for the necessary labor categories utilized.	1.5 times the hourly labor rate

MILLELE-01 ZALLEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cecil W. Powell & Company
219 N. Newnan Street
Jacksonville, FL 32202

CONTACT NAME: Tracy K. Kunz, CISR, CWCS
PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722
E-MAIL ADDRESS: Tkunz@cwpowellins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Ins Co	16535
INSURER B : Travelers Prop Cas Co of Am	25674
INSURER C : XL Specialty Insurance Co	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Miller Electric Company
P.O. Box 1799
Jacksonville, FL 32201

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	GLO038137504	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	BAP038137604	7/1/2019	7/1/2020	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE			ZUP-15P20283-19-NF	7/1/2019	7/1/2020	AGGREGATE	$ 25,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A	X	WC038137404	7/1/2019	7/1/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Leased/Rented Equip			UM00040936MA19A	7/1/2019	7/1/2020	Any One Item:	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Purchase Order C01674ZC

Osceola County Board of Commissioners is included as additional insured as respects general liability and auto liability on a primary and non-contributory basis per the attached endorsements. A waiver of subrogation is granted in favor of the additional insureds as respects general liability, auto liability, and workers' compensation per the attached endorsements. Umbrella liability applies follow form in excess of general liability, auto liability, and employer's liability (workers' compensation) policies. 30 days notice of cancellation applies.

CERTIFICATE HOLDER

Osceola County Board of Commissioners
1 Courthouse Square, Suite 2100
Kissimmee, FL 34741-5488

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Miller Electric Company
Addendum to Certificate of Insurance

Additional Description of Operations:

Auto Liability Includes:
Hired and Non-Owned Liability
Hired and Non-Owned Physical Damage - Deductibles as follows:
$250 Comprehensive; $500 Collision

Professional and Contractors Pollution Legal Liability
Policy # CEO744696803
Effective 07/01/2019; Expiration 07/01/2020
Insurer: Indian Harbor Insurance Company
Policy Aggregate Limit of Liability: $5,000,000

> **Coverage A - Professional Liability**
> **Limit of Liability Each Act, Error, or Omission: $5,000,000**
> **Aggregate Limit of Liability: $5,000,000**
> **Retention: $100,000**
> **Professional Liability Coverage is Claims Made.**
> **Retroactive date: 12/03/2010**
>
> **Coverage B - Contractors Pollution Legal Liability**
> **Each Pollution Condition: $5,000,000**
> **Aggregate Limit of Liability: $5,000,000**
> **Retention: $100,000**
> **Pollution Coverage is occurrence based.**

Installation Floater - Policy # UM00040936MA19A
Effective 07/01/2019 - 07/01/2020
Insurer: XL Specialty Insurance Co
Basic Limit: $5,000,000
Maximum Amount of Payment: $10,000,000
Temporary Location: $1,000,000
Transit: $1,000,000
Deductible: $2,500
Separate Named Storm deductible applies - 2% of the completed value subject to $10,000 minimum for listed coastal counties.
Excludes Flood and Earth Movement

Crime Coverage - Policy # 169804990
Carrier: Continental Casualty Company
Effective: 07/01/2019 - 07/01/2020
Coverage A - Employee Theft - $5,000,000 - Per Occurrence
Coverage A1 - Client Property - $5,000,000 - Per Occurrence
Deductible - $35,000 - Per Occurrence

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO038137504	07/01/2019	07/01/2020	07/01/2019	84099000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: MILLER ELECTRIC COMPANY

Address (including ZIP Code):

2251 ROSSELLE ST

JACKSONVILLE, FL 32204

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH REQUIREMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH REQUIREMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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General Liability Supplemental Coverage Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO038137504	07/01/2019	07/01/2020	07/01/2019			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section **II – Who Is An Insured**:

   Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

   a. Is newly acquired or formed during the policy period;

   b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or

   c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

   Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section **II** – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph **3.** of Section **II – Who Is An Insured** is replaced by the following:

   3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

   An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

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2. The last paragraph of Section **II** – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph **2.a.(1)** of Section **II** – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

   (1) "Bodily injury" or "personal and advertising injury":

   (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

   (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

   (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

   (d) Arising out of his or her providing or failing to provide professional health care services.

   However:

   Paragraphs **(1)(a)** and **(1)(d)** do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

   "Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

   Paragraphs **(1)(a)**, **(b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section **II** – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

   This provision does not apply after the person or organization ceases to lease or rent premises from you.

   However, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III** – **Limits Of Insurance**:

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The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

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3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **E.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section **II – Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omission of those acting on your behalf; and

resulting directly from:

a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;

b. Ownership, maintenance, occupancy or use of premises by you; or

c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

b. To any person or organization included as an insured under Paragraph **3.** of Section **II** – Who Is An Insured;

c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

d. To any:

(1) Owners or other interests from whom land has been leased by you; or

(2) Managers or lessors of premises, if:

(a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;

(b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **F.1.** above (of this endorsement); or

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b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

   6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

a. Fire;

b. Lightning;

c. Explosion;

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d. Windstorm or hail;

e. Smoke;

f. Aircraft or vehicles;

g. Vandalism;

h. Weight of snow, ice or sleet;

i. Leakage from fire extinguishing equipment, including sprinklers; or

j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

(a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

(c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph **(a)** above, provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section I – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

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b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III** – Limits Of Insurance.

2. Elevator Property Damage

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is $25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is $25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

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(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

(1) Your "employee", "volunteer worker" or any person you sponsor; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or

(6) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

a. Employment agency, contractor or services;

b. Professional employer organization; or

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c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

(1) Work, services or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

T. Priority Condition

The following paragraph is added to Section **III – Limits Of Insurance**:

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In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

(a) You;

(b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and

(c) Any other insured in any order that we choose.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

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(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

a. Fail to disclose all hazards existing at the inception of this policy; or

b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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Y. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO038137504	07/01/2019	07/01/2020	07/01/2019	84099000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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POLICY NUMBER: BAP038137604

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured: MILLER ELECTRIC COMPANY	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MILLER ELECTRIC COMPANY
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP038137604	07/01/2019	07/01/2020	07/01/2019	84099000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2019 Policy No. WC038137404 Endorsement No.
Insured Miller Electric Company Premium $

Insurance Company Zurich American Insurance Company

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COMMERCIAL INSURANCE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

ENDORSEMENT

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

Named Insured	Policy Number
MILLER ELECTRIC COMPANY	WC038137404

MODIFICATION OF TIME FOR NOTICE OF CANCELLATION OR NONRENEWAL

MODIFICATION OF TIME FOR NOTICE OF CANCELLATION OR NONRENEWAL

THIS ENDORSEMENT MODIFIES THE CANCELLATION OR NONRENEWAL PROVISIONS OF THE POLICY AND ANY OTHER ENDORSEMENT TO THE POLICY STATING THE NUMBER OF DAYS NOTICE TO BE PROVIDED BY US IN THE EVENT OF CANCELLATION OR NONRENEWAL.

TO THE EXTENT THAT THE POLICY OR OTHER ENDORSEMENT REQUIRES THAT WE PROVIDE NOTICE IN THE EVENT OF CANCELLATION OR NONRENEWAL, WRITTEN NOTICE WILL BE GIVEN THE INSURED NO LESS THAN 60 DAYS PRIOR TO THE EFFECTIVE DATE OF THE CANCELLATION OR NONRENEWAL.

NOTHING IN THIS ENDORSEMENT MODIFIES THE NUMBER OF DAYS NOTICE TO BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

IN NO EVENT WILL THE NUMBER OF DAYS NOTICE OF CANCELLATION OR NON-RENEWAL CONTAINED IN THE PROVISIONS OF THIS ENDORSEMENT BE LESS THAN WHAT IS REQUIRED BY LAW.



Detail by Entity Name

Florida Profit Corporation
MILLER ELECTRIC COMPANY

Filing Information

Document Number	176698
FEI/EIN Number	59-0361850
Date Filed	12/29/1953
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/02/2019
Event Effective Date	NONE

Principal Address

6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Changed: 03/27/2019

Mailing Address

SUSAN A. WALDEN
P. O. BOX 1799
JACKSONVILLE, FL 32201

Changed: 02/22/1999

Registered Agent Name & Address

WALDEN, SUSAN A
2251 ROSSELLE ST
JACKSONVILLE, FL 32204

Name Changed: 02/22/1999

Address Changed: 02/22/1999

Officer/Director Detail

Name & Address

Title CEO

BROWN, HENRY K
6805 SOUTHPOINT PARKWAY

JACKSONVILLE, FL 32216

Title ST

WALDEN, SUSAN A
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title CHAI

AUTREY, RONALD A
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

BROWN, DANIEL A
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title CHAIRMAN EMERITUS

AUTREY, HENRY E
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VICE PRES

WITT, EDWARD E, JR
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

STALLINGS, DAVID L
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

SMITH, DONALD
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

MACDONALD, JAMES
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

TESNEY, ROBERT

6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

O'HALLORAN, EDWARD
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

HEBERT, KEVIN
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VC

WITT, EDWARD E, SR.
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

SEAY, BRIAN
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

CREEL, JAMES A
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title ASST S

ZIMMERMAN, BRENT T.
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title ASST T

PRICE, ROCHELLE B.
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title CFO

HENSLEY, KYLE
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

BRANNEN, MICHAEL

BRANNEN, MICHAEL
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

FLANIGAN, KEVIN C
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

BOWMAN, ROBERT ANDREW
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title CLO

KEENAN, PATRICIA O
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Annual Reports

Report Year	Filed Date
2017	01/09/2017
2018	01/09/2018
2019	01/18/2019

Document Images

08/02/2019 -- Amendment	View image in PDF format
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12/13/2012 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
01/10/2011 -- ANNUAL REPORT	View image in PDF format
01/11/2010 -- ANNUAL REPORT	View image in PDF format
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01/25/1995 -- ANNUAL REPORT	View image in PDF format

Osceola County Government

Procurement Services
Rebecca Jones
Director

1 Courthouse Square
Suite 2300
Kissimmee FL 34741
407-742-0900

Osceola County

NOTICE OF INTENT TO AWARD

January 8, 2016

Re: RFP-16-4469-TP – Video Surveillance and Access Control Security Systems Repairs, Installation, Maintenance and Upgrades

To Whom It May Concern:

The Osceola County Procurement Services Office hereby provides notification of its intent to award the above referenced solicitation to the following firm:

SiteSecure LLC, a wholly owned subsidiary of Miller Electric Company

This Notice of Intent to Award is subject to final approval by the Board of County Commissioners. Therefore, this Notice does not constitute the formation of an agreement between the County and the apparent successful bidders. The successful bidders shall not acquire any legal or equitable rights relative to this solicitation until an agreement, and/or purchase order, containing terms and conditions acceptable to the County is duly approved and executed by the County.

In the event the apparent successful bidders fail to accept, negotiate, and execute the agreement with the County, at its sole discretion, the County may revoke the award and proceed to award to the next lowest, responsive and responsible bidder, reject all bids received, cancel the solicitation, and/or re-solicit at a later time. The County further reserves the right to cancel this Notice of Intent to Award at any time prior to execution of a written agreement and/or purchase order, as applicable.

Thank you for your interest in doing business with Osceola County, Florida. We look forward to receiving your submittals in the future.

Sincerely,

Ted Phillips
Assistant Procurement Services Director

cc: RFP-16-4469-TP, Project File

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

OSCEOLA COUNTY
Procurement Services
1 Courthouse Square, Suite 2300
Kissimmee, FL 34741
Phone: (407) 742-0900
Fax: (407) 742-0901

Evaluation Matrix

Solicitation Number: RFP-16-4469-TP
Solicitation Title Video Surveillance and Access Control Security System Repairs...
ERC Meeting Date: January 8, 2016
Presentation Date: N/A

VENDOR NAME→	Max Points	SiteSecure/Miller Electric Company
Evaluation Criteria	**Combined Average ERC Scores**	
A. Firm Qualifications and Experience	25	24
B. Similar Projects	30	28
C. Project Approach	20	18
D. Price Proposal / Fee Schedule (Attachment F)	25	25
E. Additional Information	0	0
Average Totals	100	95
Combined Total EC Score for Vendor	400	377
Ranking		

Addendum 1	OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS Procurement Services Office 1 Courthouse Square, Suite 2300 -- Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901

TO: All Proposers
FROM: Osceola County Procurement Services
SUBJECT: Addendum #1 – **RFP-16-4469-TP, Video Surveillance and Access Control Security System**
DATE: **November 12, 2015**

REMINDER: This addendum must be acknowledged, signed and returned with your bid. Failure to comply will result in disqualification of your submittal.

I. QUESTIONS:

Q1. If the vendors are Genetec Certified and are able to provide services for the current system would you be willing to look at other manufacturers whose pieces would work with the current system to enhance its features later on? (This is just to know if it is worth their time to bid.) Our ONVIF cameras would work well with the system and I know we have Genetec certified vendors who could provide some wonderful service for you. I understand the vendor would have to make the case for these products later on if they are awarded the contract, this would simply give you access to our products and the certified services you request.

A1. All equipment must be compatible with the existing Genetec security system. Refurbished or used equipment will not be acceptable. There is no requirement for specific manufacturer.

Q2. How many cameras will be managed through this agreement?

A2. We have approximately 175 security cameras

Q3. How many access points will be managed through this agreement?

A3. We have approximately 300 managed doors

Q4. Is this system centrally managed, or managed through several sites?

A4. We have multiple security systems throughout the County managed through several sites.

Q5. How many remote locations are there?

A5. We currently have 7 remote locations throughout the County will access control systems. This number will grove over time.

Q6. Will you be looking at upgrading the entire system, or individual components?

A6. We will take different approaches for each security system with an overall intent to centralize video surveillance and access control in in the coming years.

Addendum 1	*OSCEOLA COUNTY* ***BOARD OF COUNTY COMMISSIONERS*** **Procurement Services Office** *1 Courthouse Square, Suite 2300 -- Kissimmee, Florida 34741* *Phone: (407) 742-0900 Fax: (407) 742-0901*

This addendum supersedes any verbal or other instructions given to any proposer qualified to respond pursuant to the requirements set forth in the RFQ document. All other parts of the RFQ have been maintained as originally distributed.

Acknowledgment is hereby made of Addendum #1 to RFP-16-4469-TP

Signature of Proposer **Date**

cc: File

Addendum	OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS
2	Procurement Services Office 1 Courthouse Square, Suite 2300 -- Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901

TO: All Proposers
FROM: Osceola County Procurement Services
SUBJECT: Addendum #2 – **RFP-16-4469-TP, Video Surveillance and Access Control Security System**
DATE: **November 20, 2015**

REMINDER: This addendum must be acknowledged, signed and returned with your bid. Failure to comply will result in disqualification of your submittal.

I. QUESTIONS:

Q1. Is this bid open to any and all Access Control Vendors, or are you looking to replace the Access Control system with a preferred manufacturer?

A1. All new components to the Security systems that are installed must be Genetec-compatible. The scope of this RFP is not to replace the Genetec Control System; rather, if any system needs to be replaced, it will be moved to Genetec.

Q2. If so, what manufacture has Osceola County specified for the install?

A2. Please refer to A1 above.

Q3. We have a question regarding the tabs in Section 5 of this proposal. Section III, Item H Completeness, Number 1 states Selection dividers with tabs labeled. Tab "A" through Tab "I", to identify each required criteria in Section V. However, in Section V in the RFP it only lists Selections A through E. Can you please clarify for us?

A3. Follow the outline listed in Section V of the solicitation, which stipulated tabs A through

---

This addendum supersedes any verbal or other instructions given to any proposer qualified to respond pursuant to the requirements set forth in the RFQ document. All other parts of the RFQ have been maintained as originally distributed.

Acknowledgment is hereby made of Addendum #2 to RFP-16-4469-TP

_____

Signature of Proposer **Date**

cc: File

RFP-16-4469-TP	Due Date & Time: December 1, 2015 at 2:00 PM Local Time	Advertised Date: Sunday, November 1, 2015 and Thursday, November 5, 2015
Procurement Analyst: Ted Phillips Email: tphi@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Video Surveillance and Access Control Security System Repairs, Installation, Maintenance and Upgrades		

Request for Proposals
Osceola County Board of County Commissioners
Procurement Services Office
1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
Phone (407) 742-0900 Fax (407) 742-0901

To: All Prospective Proposers
From: Ted Phillips, Assistant Procurement Services Director
Subject: Solicitation Number: RFP-16-4469-TP, Video Surveillance and Access Control Security System Repairs, Installation, Maintenance and Upgrades
Date: November 1, 2015

Dear Potential Proposer:

Osceola County Government, an Equal Employment Opportunity (EEO) employer, does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this Request for Proposals (RFP) document. The successful proposer(s) must demonstrate by his/hers qualifications, experience, availability, approach and work plan that he/she will best serve the overall needs of Osceola County.

If you are interested in preparing a response to this RFP, please read requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the proposer to the extent that you confirm acceptance by your signature on Attachment "F".

Questions regarding this solicitation must be received in writing at the address above no later than November 20, 2015 at 2:00 PM, Local Time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the Osceola County VendorLink site; https://vendorlink.osceola.org. You may also access VendorLink by using the link located on the Procurement Services section page of www.osceola.org.

All proposers are advised that under chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

Osceola County welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by Osceola County as stated in the evaluation section of this document. Osceola County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. Osceola County may withdraw all or part of this RFP at any time to protect the interests of the County. All proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Thank you for your interest in doing business with Osceola County.

Procurement Services Office

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Section I. Overview of Project.

A. Intent.

1. It is the intent of the Osceola County to contract with a qualified Contractor for the purpose of awarding various maintenance, installation, repair, refurbishment, construction and equipment replacement of physical security systems associated with Osceola County facilities.

2. The successful proposer shall furnish all parts, materials, equipment, labor and supervision as necessary to calibrate, maintain, construct and install the assigned repair, refurbishment and/or replacement of security systems.

3. The successful proposer shall supply technical and programming services fort the purpose of maintain and optimizing various security databases and systems with in Osceola County facilities.

B. Background.

1. Osceola County, Florida was created in 1887. Osceola County is a 1,506 square mile area that serves as the south/central boundary of the Central Florida Region and the Greater Metropolitan Area. The City of Kissimmee, the County Seat, is 18 miles due south of Orlando. Osceola's other incorporated City, Saint Cloud, is 9 miles east of Kissimmee, and approximately 45 miles west of the City of Melbourne on the Atlantic Coast.

2. An urban and urbanizing area in the northwest quadrant of the County dominates Osceola County's geography. This area is adjoining to Polk and Orange County and includes most of Osceola's population. It includes the incorporated areas of Kissimmee and Saint Cloud, the unincorporated communities of Poinciana and Buenaventura Lakes, and incorporated subdivisions ranging from Narcoossee in the northeast to Campbell City and Intercession City in the southwest to Deer Run and the Saint Cloud Manor areas in the south.

C. Term of Agreement.

It is anticipated an Agreement will be awarded for a three year term to begin upon approval and execution by the County; with the opportunity for additional one (1) year renewal periods when in the best interest of the County. Total contract length, including all renewals shall not exceed five years. The decision to renew or extend the contract shall be at the discretion of the County. The successful proposer(s) shall be required to review the implementation and operation of the Inmate Transportation and Hospital Watch application with the County on a semi-annual basis.

D. Minimum Requirements.

The proposer shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etcetera (as applicable); which clearly document said qualifications. Failure to provide said documentation with your proposal shall be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

In the event the proposer does not meet these minimum requirements, the proposer will be found non-responsive and removed from further consideration.

E. RFP and/or Performance and Payment Bond.

A RFP/Performance and Payment Bond is not required for this project.

Section II. Scope of Services and Technical Requirements.

A. Purpose:

1. It is the intent of Osceola County to contract with a qualified Contractor for the purpose of awarding various maintenance, install, repair, refurbishment, construction and equipment replacement of physical security systems associated with Osceola County facilities. The successful bidder shall furnish all parts, materials, equipment, labor and supervision as necessary to calibrate, maintain, construct and install the assigned repair, refurbishment and / or replacement of security systems.

2. The successful bidder shall supply technical and programming services for the purpose of maintaining and optimizing various security databases and systems within Osceola County facilities.

B. Special Conditions:

1. All bidders shall be required to submit proof of current licenses or certifications as required below:
   a. The Contractor shall be an authorized Genetec Unified Elite partner.
   b. The Contractor shall be a Florida Certified Electrical Contractor (Electrical Fire, EF or Electrical Contractor, EC Minimum).
   c. The Contractor shall be a Florida Certified General Contractor (GC) and have a minimum of 5 years' experience in performing physical security improvements to structures, walls, fences and other apparatuses needed to secure facilities.
   d. The Contractor shall maintain, on staff, a minimum of one employee that is BISCI Registered Communications Distribution Designer (RCDD), or Axis Certified Professional.
   e. The Contractor shall maintain, on staff, a minimum of one employee that is Genetec Certified.
   f. The Contractor shall maintain, on staff, or utilize, a Cisco CCNP Certified professional when interacting with the security communications network.
   g. The Contractor shall utilize "like-for-like" parts for all existing systems which may affect the security communications network.
   h. For all new systems and system enhancements, all parts shall be new (non-refurbished). For all network switches, all items must be supplied by a Cisco certified reseller.
2. All bidders shall submit references for the following:
   a. The Contractor must have completed the installation of a minimum of one (1) Genetec digital video surveillance system within the last two (2) years. Contractor must show four (4) years of experience in the maintenance of Genetec digital video surveillance systems.
   b. References shall include the name and locations of projects, contact person name, title and telephone number.

C. Response Time:

1. For all Contractor installed systems the Contractor must maintain an inventory of commonly used or restricted availability parts and provide delivery within two (2) hours for inoperable systems or within 5 business days for non-emergency needs. Any exceptions must be approved and agreed upon with the County.
2. For all non-Contractor installed systems the Contractor must provide evidence of part order placement and an ETA on delivery of the parts within forty-eight (48) hours after receiving the Purchase Order. After delivery of parts, installation must be completed within two (2) hours for inoperable systems or within 5 business days for non-emergency needs.
3. The Contractor must provide service twenty-four (24) hours per day, including weekends and holidays. The Contractor must be able to respond with a knowledgeable trained technician to Osceola County sites within two (2) hours of notification for critical emergency service and within two (2) business days of notification for non-critical non-emergency service.
4. The Contractor shall provide the services of a professional answering service or dispatcher service for non-normal business hours contact.

D. Project Assignment and Pricing:

For each project, the Contractor shall submit a complete written estimate prior to initiation of any work. The project requestor shall evaluate the estimates and, if found acceptable, shall provide written authorization in the form of a Purchase Order prior to the Contractor proceeding with the work. The County shall not honor any unauthorized charges.

E. Sub-Contractors, Permits and Parts:

1. Sub-contractors shall only be utilized after receiving written approval by the County. Charges for sub-contractors shall be marked-up per the bid schedule (to be included in the bid) and the Contractor shall be required to provide supporting documentation of sub-contractors charges.

2. The Contractor shall be responsible to apply for and obtain all permits required to complete the assigned projects. Charges for permits fees shall not be marked up and the Contractor shall provide supporting documentation of all permit fee charges.

3. All parts necessary to complete the assigned projects shall be marked up at rate no greater than the maximum mark up as shown on the bid schedule form (to be included in the bid). No additional delivery costs will be paid. The Contractor will be required to provide supporting documentation of actual parts costs for every invoice submitted.

F. Scope of Work:

1. Repairs / Corrective Maintenance: In the event of equipment failure, the Contractor will provide the supervision, labor, and equipment necessary to return the affected system(s) to normal operation. The Contractor will also provide the necessary replacement materials and parts. The Contractor is expected to respond 24 hours a day, seven days a week, and to be on-site with a trained technician within two (2) hours after being notified of emergency need or within two (2) business days for non-emergency needs in accordance with the terms of this Contract.
2. Preventive Maintenance: The Contractor will perform inspections, cleaning, performance checks, and consumable replenishment or replacement, and system calibrations. The Contractor will provide a breakdown of recommended preventive maintenance activities and schedule for Osceola County approval.
3. Renewal and Replacement: If as a result of either corrective or preventive maintenance the Contractor discovers deficiencies, and the correction or resolution of such deficiencies requires a level of effort or expenditure beyond the tasks specified and authorized in the Purchase Order Form, the Contractor shall submit to the County a proposal for the additional work necessary.
4. Provision of Material and Parts: The Contractor is expected to provide the necessary materials and replacement parts for both corrective and preventive maintenance. Osceola County may at its option provide parts and consumables from its own inventory for Contractor installation.
5. Asset Inventory and Database: The Contractor will create and maintain, in a format acceptable to Osceola County, a database of all equipment (including recommended spare parts) covered by this Contract. Definitions, identification conventions, and an initial list of security system components will be provided to Osceola County; the Contractor will verify all asset data provided to Osceola County and confirm its accuracy. The Contractor is also expected to add to, delete from, or modify any security system asset data provided by Osceola County. All replaced equipment will be entered into the database. The database will remain the property of Osceola County.
6. The Contractor shall assist in design, document review, construct, furnish and install all security control and associated equipment as specified to perform the intended function on an as-required basis. Work shall include the following: all labor, materials and equipment to complete the specifications; manufacturing and factory tests; delivery to the site; programming; interfacing with all existing alarm, access control, video and security systems; calibration; installation; system start-up services; training; and incidentals required to completely furnish and install security equipment at Osceola County facilities as designated.
7. The Contractor shall supply technical and programming services as required to troubleshoot and optimize Osceola County's existing alarm, access control, and video surveillance systems. These services shall be charged on an hourly basis per the bid schedule.
8. The Contractor shall provide detailed documentation and diagrams to the County when installing a new system or significantly altering an existing one. The documentation requirements will be agreed upon with the County per project.
9. Programming services shall include alarm, access control, and video surveillance equipment and systems programming, software maintenance and data backups. The hourly rates for these services shall include all application and documentation files being supplied to Osceola County on electronic media. All Contractor supplied programming services and applications turned over to or installed in Osceola County systems shall become property of Osceola County.
10. The Contractor shall provide technical support such as cost estimates, recommend actions of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the County.

11. The Contractor shall supply 24x7x365 technical telephone support services as required. At the start of each telephone support session, the Contractor shall assign a "Case Number" and log the start time and completion time.
12. The Contractor shall provide Vulnerability Assessments on new and existing facilities per Homeland Security and EPA Guidelines. These services shall be provided as Security Consultant Services.

G. Quantities:

The estimated quantities are given only as a guideline for preparing the bid and should not be construed as representing actual quantities to be purchased under this contract. The County makes no covenant or promise as to the number of available projects, or quantity of hours, or amount of work that the Contractor will perform on any project for the County during the life of this Agreement.

H. Emergency Services:

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Service shall be billed at the scheduled hourly rates plus emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.
2. Normal Business Hours under this agreement are Monday through Friday, 0600 through 1800 hours, excluding published County holidays.
3. The Contractor shall maintain a 24 hour, 365 day answering service for incoming service calls. All service calls shall be logged and the log shall be submitted to Osceola County on a monthly basis.
4. Repeated failure to meet established response times will be considered as grounds to terminate this agreement.

I. Obligations of the Contractor:

During the performance of work pursuant to this Contract, the Contractor will:

1. Provide Osceola County with a monthly schedule for all planned work, and reschedule such work when notified by Osceola County that the work cannot be performed at that time. The Contractor will not be compensated if work cannot be performed due to foreseeable circumstances.
2. Employ professional, qualified, and responsible service technicians to perform the work. The Contractor is expected to employ service technicians trained in the maintenance and installation of the specific types of equipment used in the Osceola County video and security systems.
3. Maintain a neat and clean workspace both during and after the performance of work. All trash will be removed from the site and deposited as appropriate. Any fireproofing, caulking or other materials that must be removed for the installation or performance of maintenance will be re-installed or repaired as appropriate. Ensure that necessary markings are installed where appropriate to identify new circuits, cables, or equipment as applicable.
4. Observe all Osceola County site access and security procedures. As these procedures are subject to change, the Contractor is responsible for familiarizing the service technicians with current requirements; violation of site access and security procedures is a serious breach of the terms of this Contract. Failure to personally and properly notify Osceola County as required is a violation of the terms of this Contract. For each on-site visit to an Osceola County facility the Contractor's service technicians will, at a minimum:
    a. Site visits must be coordinated in advance with County personnel.
    b. Where relevant, upon entry to a secured location, document the date, time of arrival, name of all personnel, and reason for the visit into the facility's log book.
    c. Document into the facility's log book completion of the work prior to exiting the facility and notify Osceola County.
    d. Upon request the contractor must present a Contractor photo ID badge and/or Government issued Photo.
5. Maintain documentation of all work performed under this Contract on forms provided or approved by Osceola County. All such documentation will become the property of Osceola County upon termination of this Contract. Invoices submitted by the Contractor will not be approved for payment unless written documentation of all work for which the Contractor seeks payment are attached. At the minimum, documentation will include:
    a. Contractor name, complete address, and contact information
    b. Date, time, and location of site visit

c. Reason for site visit
d. Brief description of work performed or accomplished
e. Any observed deficiencies or operational issues and recommendations for resolution
f. Required or recommended follow-up
g. Parts and/or consumables used
h. Labor hours
i. Participating Contractor personnel
j. Osceola County Purchase Order number
k. Approval by Contractor Operations Manager

All work performed will be certified as complete by the project requestor or delegated evaluator prior to payment of the invoice.

J. Warranty

All projects and work performed under this agreement shall have a minimum 24 month parts and labor warranty. Should the manufacturer's warranties exceed 24 months, the manufacturers' warranty shall prevail with only the Contractor's normal labor rates being charged after the initial 24 month period.

Section III. General Instructions for Proposal Preparation and Delivery.

A. Requesting the Solicitation Document.

The RFP documents are available on-line at no charge via the Osceola County VendorLink site: https://vendorlink.osceola.org. **Register as a vendor to download the solicitation documents.** You may also download the solicitation documents via the link located on the Procurement Services section page of www.osceola.org. Osceola County is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Procurement Services Office at (407) 742-0900. **Important:** The desire of Osceola County to pursue proposals shall in no way obligate the County to compensate you for your efforts or to execute a contract with your firm.

B. On-Line Service Provider Disclaimer.

VendorLink has no affiliation with Osceola County other than as a service that facilitates communication between the County and its vendors. VendorLink is an independent entity and is not an agent or representative of the County. Communications to VendorLink do not constitute communications to the County.

C. Solicitation Documents from Third Party Providers.

The Osceola County Procurement Services Office and its service provider VendorLink are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may contain an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are advised to contact the Osceola County Procurement Services Office to provide a contact name, mailing address, phone number, fax number, and email address to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of Osceola County is prohibited.

D. Pre-Proposal Conference.

There will be no pre-proposal conference for this project.

IMPORTANT NOTE: It is imperative that all proposers have a clear understanding of the scope of services requirements. As such, the County reserves the right to schedule a pre-proposal conference, if necessary. Therefore, in the event a mandatory pre-proposal conference is required and/or subsequently scheduled, attendance will be a pre-requisite for submitting a proposal; and proposals will only be accepted from those who are represented at a mandatory pre-proposal conference. Attendance at the pre-proposal conference will be evidenced by the proposer's/representative's signature on the attendance roster. In the event of a mandatory pre-proposal conference, the time, date, and location of the meeting will be noted in the released

Addendum notifying such requirement. Please plan your travel time accordingly.

E. Interpretation and Questions.

All questions relating to this RFP document must be in writing and hand-delivered or delivered electronically through email or fax to the designated Procurement Services Office Representative **no later than Friday, November 20, 2015 at 2:00 PM Local Time**. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement Services Office Representative. Any oral communications will not be authoritative and will not be binding on the County. It is the sole responsibility of the proposer to contact the Procurement Services Office prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal. Addenda will be available to all proposers on the Osceola County VendorLink site: https://vendorlink.osceola.org and via the link located on the Procurement Services section page at www.osceola.org.

F. Preparation and Format.

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

G. Page Limitation.

Proposal packages shall be limited to **not more than 30 PAGES**, printed on a single side of paper, with a font no less than twelve (12) point.
Note: Required attachments will not be counted in the 30 page limitation.

H. Completeness.

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the County. The following list details the appropriate proposal format:

1. Selection dividers with tabs labeled. Tab “A” through Tab “I”, to identify each required criteria in Section V;
2. All attachments shall be placed under the appropriate tab for that sub-section.
3. Currently valid Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License) shall be placed under Tab “A” of your proposal.

I. Corporate Standing and Authorized Signatory.

The bidder or proposer must demonstrate that the company is in good standing and that the person signing this bid or proposal is authorized on behalf of the bidder or proposer to sign bids, proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the bidder/proposer will be duly bound. The bidder/proposer **must provide a copy of the State Certificate of Good Standing/Articles of Incorporation** listing the officers of the company. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of your Articles of Incorporation listing the approved signatories of the corporation
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

J. Proposal Reproduction.

Please submit **six (6) copies of the proposal package,** one (1) unbound original and **five (5)** bound copies. The submittal MUST also include a single CD-ROM or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

K. Proposal Submittal and Delivery.

Sealed proposals must be received and date stamped in the Osceola County Procurement Services Office

by the specified **December 1, 2015 at 2:00 P.M. local time deadline**. Proposals received after the stated date and time will not be accepted and will be returned unopened. **No exceptions will be made.** Proposals shall be submitted and delivered to the below address in a sealed, opaque envelope or packaging material, plainly marked on the outside with the following:

Osceola County Procurement Services Office
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741
RE: Solicitation **RFP-16-4469-TP**
Solicitation Title: **Video Surveillance and Access Control Security System Repairs, Installation, Maintenance and Upgrades**
Date and Time: **December 1, 2015 at 2:00 PM Local Time**

Attention: Ted Phillips

For your convenience, Attachment "M" has been provided to properly identify and affix to your RFP response.

L. Improper Identification and Timeliness.

The County is not responsible for the failure of a proposer or the proposer's agent to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such as facsimile and e-mail, is not allowed.

M. Public Opening of Proposals.

Proposals will be announced publicly in the Procurement Services Office on the above appointed date and time or as soon thereafter as possible. Only the names of the respondents will be announced. All other information will be subject to Florida's Open Government Laws to Public Contracting.

N. Withdrawal of Proposals.

Proposals may not be withdrawn for a period of **one hundred eighty days (180)** days after the public opening date.

O. Ownership of Documents.

All documents resulting from this RFP solicitation shall become the sole property of Osceola County.

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Section IV. Proposal Schedule.

Tentative Schedule	
Task	**Date**
RFP Released to General Public	November 1, 2015
RFP Pre-Proposal Meeting (if applicable)	Not Applicable
Deadline for Questions by Interested Parties	November 20, 2015 at 2:00 PM
Proposal Due Date and Opening	December 1, 2015 at 2:00 PM
Evaluation and Selection	December, 2015
Presentations, if required	January, 2016
Board of County Commissioners or County Manager's Approval of Contracts	February, 2016

Section V. Proposal Response, Criteria, and Evaluation Point Values.

Evaluation Criteria	
Category	**Points**
A. Firm Qualifications and Experience	25
B. Similar Projects	30
E. Project Approach	20
F. Price Proposal / Fee Schedule (Attachment F)	25
E. Additional Information	0
Total Points	**100**

A. Firm Qualifications and Experience – Tab "A" (25 Points).

1. **Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the proposer, including a brief description of your firm's location, organization structure, and philosophy. (This section is *not* included in the overall proposal 30 page count.)
2. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, and resumes) and specify which services the individuals will provide to Osceola County.
3. **Sub-Contractors.** Proposers must **l**ist any sub-contractors that shall be used to accomplish the scope of services on the Proposed Schedule of Subcontractor Participation Form (Attachment "G"). If no subcontractors are going to be used, check the box for Subcontractors will not be utilized for this project at the top of the form.
4. **Litigation**. Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.
5. **Financial Information**. Provide an official letter from the proposer's financial institution detailing the

financial status of the proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your offer.

6. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful offeror will be required to provide Certificate(s) of Insurance evidencing coverage as required in Attachment "B" within five (5) business days of the notification of intent to award. **Note**: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
7. **Corporate Standing and Authorized Signatories.** Proposers **must provide a copy of the State Certificate of good standing** listing the officers of the company. If the signatory is not one of the officers listed on the State Certificate, the bidder/proposer must complete the Articles of Incorporation / Corporate Documents Form (Attachment "I") or provide one of the forms of evidence of Signatory Authority listed in Section III, I Corporate Standing and Authorized Signatories.
8. **Public Entity Crimes.** Proposers must complete the Public Entity Crimes Statement (Attachment "C") and have it notarized.
9. **Conflict of Interest.** Proposers must provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the Conflict of Interest Statement (Attachment "D") and have it notarized certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the Osceola County Government.
10. **Local Business Tax Receipt (formerly Occupational License).** Provide a copy of your Local Business Tax Receipt. Osceola County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.
11. **Substitute W-9/Vendor Update Form.** Vendors that have not done business with the County or have not provided a Substitute W-9/Vendor Update within two (2) years must complete the Substitute W-9/Vendor Update Form (Attachment "K") and submit with the proposal.

B. <u>Similar Projects – Tab "B" (30 Points).</u>

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three (3) references of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last two (2) years or currently underway by the proposer's firm, as follows:

1. Client name, address, phone, fax number and email address;
2. Description of all services provided;
3. Performance period; and,
4. Total annual amount of contract.

Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with Osceola County Government.

C. <u>Project Approach – Tab "F" (20 Points).</u>

1. State your firm's technical approach to the project and the interpretation of the scope of services required.
2. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
3. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
4. Provide an implementation schedule for proposed services including any management and planning strategies.
5. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

D. Fee Schedule – Tab "D" (25 Points).

The Price Proposal and Acceptance of Proposal Terms and Conditions Certification, Attachment "F", page 36, shall be completed and included in Tab D. An authorized signatory must sign page 36 attesting to knowledge of scope of services, committing to the prices as offered, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the County maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

1. The Fee Schedule shall be evaluated as follows:

   The lowest price receives the maximum points. The lowest price is then divided into, individually, by the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The Weighted Score will be rounded to the nearest whole number.)

   Example:

Vendor	Proposed Price	%		Maximum Score		Weighted Score
A	$40,000	85%	X	100	=	85
B	$37,500	90%	X	100	=	90
C	$33,900	100%	X	100	=	100

$33,900 divided by $37,500 = 90%; 90% x 100 = 90 (rounded to the nearest whole number)

E. Additional Information – Tab "E" (No Assigned Points).

Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

Section VI. Evaluation Process.

A. Determining Responsibility.

In conjunction with the weighted criteria being used to determine the capability of the proposal, the County may also consider the proposer's ability to meet or exceed the following criteria:

1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
2. The quality of performance of previous contracts or services including previous performance with the County;
3. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the County on a debt or a contract; whether the proposer is in default on surety to the County; or whether the proposer's taxes are delinquent.

B. Evaluation Committee.

The Evaluation Committee (EC) is comprised of qualified and recommended Osceola County staff members, professional County advisors, or local government staff or officials which are appointed by the County Manager or Designee in coordination with the requesting department. The EC shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The Procurement Services Office Representative shall be the non-voting chair of the committee.

C. Initial Evaluation of Proposals.

The Procurement Services Office Representative shall perform the initial review of all proposals submitted for initial qualifications certification. This process includes, but is not limited to the following:

1. The proposal was submitted by the deadline;

2. All required documents have been submitted;
3. All documents requiring an original signature have been signed and submitted; and,
4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.

A checklist of the essential items required by the solicitation shall be prepared by the Procurement Services Office Representative and presented to the EC for consideration and action. The County, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the proposer's response to this RFP.

D. Presentations or Interviews.

The County may request that proposers provide presentations to the EC, County Manager, and/or Board of County Commissioners; and/or conduct interviews with the selected proposers regarding the qualifications, ability to furnish the required services, and all criteria set forth herein. The Procurement Services Office will notify all proposers of the County's decision to request presentations and/or interviews, as applicable. Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

E. Best and Final Offer and Negotiations.

The County may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Procurement Services Office and a member from the end use department. The County reserves the right to negotiate any and all elements of a contract resulting from this request for proposal. Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

F. Right to Cancel or Reject.

A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the County may be rejected, in whole or in part, without recourse, when it is in the best interest of the County in accordance with the Administrative Code, Chapter 3. The County reserves the right to accept or reject any or all proposals, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject proposals which, in its judgment, best serve the interest of the County. The County also reserves the right to reject the proposal from a proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to or be borne by the County.

G. EC Tabulation.

The tabulation of the EC evaluation will be posted via the Osceola County VendorLink site: https://vendorlink.osceola.org. Tabulation of proposal selections may also be viewed via the link located on the Procurement Services section page of www.osceola.org. Interested proposers may also call the Osceola County Procurement Services Office for results.

H. Protests.

1. Notice of Solicitation Bid Protests: Any person having submitted a bid or proposal may protest an alleged Irregularity or defect in the procurement process by which such person is aggrieved by filing with the Procurement Services Office Director a Notice of Solicitation Protest setting forth in writing the nature of the protest, the grounds upon which it is based and the relief sought. The Notice of Solicitation Protest must be received in the Procurement Services Office at least three (3) business days prior to the due date for the Solicitation. Failure to file a Notice of Protest in a timely manner shall constitute a waiver of rights hereunder.

2. Notice of Award Protest: Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Protest, in writing with the Procurement Services Office, by

5:00 pm on the third (3rd) business day after the Notice of intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld. A timely filing of a bid protest by an aggrieved bidder or proposer may stay further procurement proceedings. It shall be at the discretion of the Osceola County Manager whether the performance of the Contract should be stayed. The Procurement Services Director shall consider the protest, make any other pertinent inquiries and shall have the opportunity to begin to resolve the protest by mutual agreement between the parties. The Procurement Services Director shall confer with the Osceola County Attorney and Osceola County Manager or designee to review the basis for the protest and the results of the inquiries and concur on a determination. The Procurement Service Director will send the protestor a Notice of Determination within five (5) Business Days of the County's determination.

I. Award of Contract.

1. The County Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the Board. The County Attorney's Office may review all contract documents. Other experts may be consulted to assist in this process.
2. The Procurement Services Office and the requesting Department will prepare the required award documents and make recommendations for approval to the Board of County Commissioners or County Manager. Upon award, the Chairman/Vice Chairman or County Manager, as applicable, will execute the agreement. The Board of County Commissioners retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the County.
3. Non-Exclusive Contract: Award of this project shall impose no obligation on the County to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
4. Ownership and Rights in Data: Any work, product or deliverable report provided to the County as a result of work performed while under contract shall be considered the property of the County and may be used in any fashion the County deems appropriate. The County shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

Section VII. General Terms and Conditions.

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. Osceola County abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Prompt Payment Act.

Payments will be made pursuant to section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Local Business Tax Receipt (formerly Occupational License).

Osceola County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000.

D. Permits, Licenses, or Fees.

Any permits, licenses, or fees required will be the responsibility of the proposer. The County will not entertain separate payment for these items.

E. Taxes.

Osceola County is tax exempt. As such, the County does not pay State of Florida Sales Tax or Federal Excise Tax. The County's State Sales Tax exemption number is 85-8013132398C-5 and the Federal Exemption Identification Number is 59-6000780.

F. Governing Laws and Venue.

Any contractual arrangement between Osceola County and the proposer shall be consistent with, and be governed by, the ordinances of Osceola County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

G. Conflict of Interest,

All proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of Osceola County. Furthermore, all proposers must disclose the name of any Osceola County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the proposer or the cancellation of work. It is the sole responsibility of the proposer to ensure compliance with the County Administrative Code, Chapter 3, Section 3.9, Conflict of Interest. Please complete and submit Attachment "D" with your proposal response. The County may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

H. Additional Terms and Conditions.

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.

I. Liability.

The successful proposer shall act as an independent contractor and not as an employee of Osceola County. The successful proposer will be required to indemnify, defend, and hold and save harmless Osceola County, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any task or duty required to be performed by the successful proposer.

J. Indemnification.

1. General Liability: The successful proposer will agree to be liable for any and all damages, losses, and expenses incurred to the County, caused by the acts and/or omissions of the successful proposer, or any of its employees, agents, sub-contractors, representatives, or the like. The successful proposer will agree to indemnify, defend and hold the County harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the successful proposer, or any of its employees, agents, sub-contractors, representatives or the like.
2. Patent or Copyright: The successful proposer shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the successful proposer during or after completion of this project. These obligations shall survive acceptance of any goods, services and/or performance payment therefore by the County.

K. Insurance Requirement.

1. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt (Reference Section VII, letter C) with your proposal submittal.
2. The successful proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in Attachment "B", to Osceola County Procurement Services within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to Osceola County and shall name Osceola County Board of County Commissioners as the Certificate Holder.
3. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to

maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

L. Public Entity Crimes.

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By completion and submittal of Attachment "C" and signature on this solicitation, the proposer certifies that it is qualified to do business with Osceola County in accordance with all Florida Statutes.

M. Acceptance of Goods/Services.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County may refuse final acceptance of the goods/services.

N. MWBE, LSBE and SDVBE Programs.

The Osceola County Board of County Commissioners has established a Minority and Woman-owned Business Enterprise (MWBE) and Local Small Business Enterprise Programs (LSBE) with a combined goal of 25% contractor and subcontractor participation. The purpose of these programs is to promote and encourage the participation of MWBE and LSBE as Contractor or Subcontractor on County awards.

Proposers must include a list of subcontractors by completing Attachment "G", Proposed Schedule of Subcontractors Participation, which identifies which firms are MWBE, SDVBE and LSBE and the proposed percentage of the dollar value of the contract to be performed by each firm.

During the term of the agreement, Contractors using Subcontractors will be required to report on the percentage and the dollar value of the contract performed by MWBE, SDVBE and LSBE Subcontractors at the time of submission of each pay application or invoice.

The Osceola County Board of County Commissioner has established a Service Disabled Veteran's Business Enterprise (SDVBE) Program to address the economic disadvantage of service-disabled veterans. Whenever the County is considering two (2) or more bids, proposals, or responses to a solicitation for the procurement of goods, services and/or construction, which are equal with respect to price, quality and services where at least one (1) response is from a certified SDVBE, the County shall award the agreement to the SDVBE.

O. Drug-Free Workplace Preference.

Certification of an implemented drug-free workplace program must be included with the RFP response when submitted. If your firm has implemented a drug-free workplace program, please complete Attachment "E", Drug-Free Workplace Certification and include with your RFP response.

P. Audits and Records—Responsibilities of Successful Proposer.

Before or after an agreement is prepared and executed, the successful proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful proposer must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the County in the form and frequency requested. The successful proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract, and retain said copies for a period of no less than three (3) years after termination of the project. The aforesaid records,

books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the County Commission Auditor or its designee. The successful proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful proposer with any party for work required in the performance of this project.

Q. Additional Information.

The Osceola County Procurement Services Office reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

R. Equal Opportunity.

Osceola County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the County's Equal Employment Opportunity policy is available upon request.

S. Proposal Use by Other Agencies.

All proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

T. Lobbying; Lobbying Black-Out Period; Questions Regarding the RFP.

1. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, any requesting or evaluating department/division personnel and/or any member of the evaluation committee concerning an active solicitation during the Black-Out period.
2. The Lobbying Black-Out Period commences upon the issuance of this solicitation document.
3. The Lobbying Black-Out Period for awards requiring Board approval concludes at the beginning of the meeting at which the Board will be presented the award(s) for approval or request to provide authorization to negotiate a Contract(s). If the Board refers the item back to the County Manager for further review or otherwise does not take action on the item, the Lobbying Black-Out Period will be reinstated until such time as the Board meets to consider the item for action.
4. The Lobbying Black-Out Period for awards requiring County Manager Approval concludes upon issuance of a Notice of Intent to Award.
5. Bidders, Respondents, potential Vendors, service providers, Lobbyists, Consultants, or Vendor representatives shall not contact any Board Member, the County Manager, any requesting or evaluating Department/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the Black-Out Period.
6. All questions and procedural matters shall be directed to the Procurement Services Office. Except in response to communications initiated by authorized County representatives, contact by Bidders or Respondents to any Board Member, the County Manager, any requesting or evaluating County Personnel, or any member of the Evaluation Committee, initiated during the Black-Out Period, may result in disqualification from the Solicitation Process.
7. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement Services Office Representative, in writing, by the cutoff date and time stated herein.
8. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end period as established in items (c) and (d) of this section, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

U. Office of Record.

The Osceola County Procurement Services Office shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Procurement Services Office may be reached Monday through Friday between 8:00 a.m. to 5:00 p.m. at 407-742-0900 (phone) or 407-742-0901 (fax).

V. Public Records.

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

W. Time of Performance.

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the County and the successful proposer. All proposers are asked to provide the best estimate for compliance with the scope of work as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

X. Attachments and Exhibits.

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

Y. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the County.

Z. Certification of Independent Price Determination.

By submission of a response, the Proposer certifies that in connection with this proposal: The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.

AA. Responsibility of Proposer.

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

BB. Employment Eligibility Verification (E-Verify).

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of an Agreement resulting from this solicitation is or will be funded using state or federal funds, the Bidder/Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder/Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the RECIPIENT is a state or local government, the Bidder/Contractor may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract(s), such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify

CC. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Solicitation to the contrary, nothing in this Solicitation shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set

by the Florida Legislature for tort. Nothing in this Solicitation shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

DD. Estimated Quantities.

Not Applicable.

EE. Public Emergencies.

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the County. The Proposer agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the County with products and/or services not under the awarded Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

FF. Scrutinized Companies Clause.

Osceola County may not enter into any contract for $1 million or more with any company that is on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes. All responses to solicitations for goods and/or services equal to or in excess of $1 million shall be required to complete Attachment "L", certifying that the Respondent is not on any scrutinized companies list. All resulting contracts for $1 million or more shall be subject to termination by Osceola County, i) in the event the contracting vendor is put on a scrutinized companies list, or ii) the County determines that the certification provided in Attachment "L" was false. Exceptions to and penalties for violation of Section 287.135, Florida Statues, shall be in accordance with those set forth therein.

GG. Public Records Compliance.

If successful Proposer/Contractor will act on behalf of the County, as provided under section 119.011(2), Florida Statutes, the Proposer/Contractor, subject to the terms of section 287.058(1) c, Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County order to perform the service; and
2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided by Florida law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the county.
5. If the contractor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

[This space intentionally left blank]

Attachment "A"
Statement of "No Proposal Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: Osceola County Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741.

I/WE HAVE DECLINED TO PROPOSE TO **RFP-16-4469-TP**, titled **"Video Surveillance and Access Control Security System Repairs, Installation, Maintenance and Upgrades"** for the following reason(s):

☐ _____Proposal requirements too "restrictive".
☐ ____Insufficient time to respond to Request for Proposal.
☐ ____We do not offer this service.
☐ ____Our schedule would not permit us to perform.
☐ ____Unable to meet requirements.
☐ ____Unable to meet insurance or bond requirements.
☐ ____Scope of Services unclear (please explain below).
☐ ____Other (please specify below).

REMARKS:
_____

_____

_____

_____

Typed Name and Title_____

Company Name_____

Address_____

Signature and Title_____

Date _____/_____/_____

Telephone Number _____

Fax Number _____

E-mail Address _____

Attachment "B"
Insurance Requirements

A. **Insurance.** The successful Proposer/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Proposer/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. **Limits.** The successful Proposer/Contractor and/or subcontractor shall maintain the following types of insurance, with the following respective minimum limits:

1. AUTOMOBILE PUBLIC LIABILITY: One Million Dollars ($1,000,000) Combined Single Limit, All Automobiles;

2. GENERAL LIABILITY - One Million Dollars ($1,000,000) any single occurrence;
   a. Damage to Rented Premises – Fifty Thousand Dollars ($50,000) any single occurrence;
   b. Medical Expense – Five Thousand Dollars ($5,000) Any one person;
   c. Personal & Advertising Injury – One Million Dollars ($1,000,000)

3. GENERAL AGGREGATE – One Million Dollars ($1,000,000);

4. EXCESS/UMBRELLA COVERAGE – One Million Dollars ($1,000,000);

5. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – Two Million Dollars ($2,000,000); and,

6. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the Work required hereunder and Employers' Liability insurance with limits not less than $1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.

C. **Certificates of Insurance.** The successful Proposer/Contractor and/or subcontractor shall provide the County's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO OSCEOLA COUNTY PROCUREMENT SERVICES, 1 COURTHOUSE SQ., SUITE 2300, KISSIMMEE, FL 34741**

D. County as Additional Insured. The successful Proposer/Contractor and/or subcontractor shall name the "Osceola County Board of County Commissioners and Osceola County" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the County with proof of same.

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Proposer/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Proposer/Contractor shall maintain proof of same on file and make readily available upon request by the County.

G. Loss Deductible Clause. The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Proposer/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements: All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

Initials of Signatory:_____ Date: _____

The County reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

>>>Failure to submit this form may be grounds for disqualification of your submittal<<<

Attachment "C"
Public Entity Crimes Statement

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number **RFP-16-4469-TP,** titled "**Video Surveillance and Access Control Security System Repairs, Installation, Maintenance and Upgrades**"

2. This sworn statement is submitted by_____ whose business address is
[Name of entity submitting sworn statement]
_____and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to the above is
[Please print name of individual signing]
_____
_____.

4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal *law by* a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in section 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contenders.

6. I understand that "affiliate" as defined in section 287.133(l) (a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the

entity have been convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that is was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment “C”, Public Entity Crimes, is truthful and correct at the time of submission.

_____
AFFIANT

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

Attachment "D"
Conflict of Interest Statement

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

A. I am the _____of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____.
B. Said entity is submitting this proposal/offer to **RFP-16-4469-TP**, titled "**Video Surveillance and Access Control Security System Repairs, Installation, Maintenance and Upgrades".**
C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Osceola County government.
J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

_____
AFFIANT

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

Attachment "E"
Drug-Free Workplace Certification

The drug-free certification form below must be signed and returned with the RFP response.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
4. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment E, Drug-Free Workplace Certification, is truthful and correct at the time of submission.

_____
AFFIANT

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH RFP RESPONSE – IF APPLICABLE

Attachment "F"

Price Proposal and Acceptance of Proposal Terms and Conditions Certification

Parts and Sub-Contractor Mark-up	
Description	**% Mark-up (Maximum %)**
All Materials and Parts	Invoice plus _____ %
Sub-Contractors	Invoice plus _____ %
Equipment Rentals	Invoice plus _____ %

Labor Hours Price Schedule		
Description	**Rate**	**Units**
Project Management	$	Per Hour
Installation Technician	$	Per Hour
Installation Technician (Helper)	$	Per Hour
Application Engineer	$	Per Hour
Draftsman/CADD Technician	$	Per Hour
Clerical (O&M Documentation)	$	Per Hour
Other (Please explain)	$	Per Hour

Emergency Services Multiplier	
Emergency Services/Critical Response Rate will be calculated at value times the hourly rate for the necessary labor categories utilized.	_____ times the hourly labor rate

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the Procurement Services Office for the price set forth herein in Attachment "F". The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

_____ _____

Authorized Signatory Printed Name

_____ _____

Title Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

NOTARY:

STATE OF _____)

COUNTY OF _____)

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known:_____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires:_____

Authorized Signature:_____ Date: _____

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT "G"
PROPOSED SCHEDULE OF SUBCONTRACTOR PARTICIPATION
(WITH MWBE, SDVBE, and LSBE DESIGNATION)

☐ Subcontractors will not be utilized for this project.

Name of Contractor/Consultant:						
Project Title: Video Surveillance and Access Control Security System Repairs, Installation, Maintenance and Upgrades				**Project Number: RFP-16-4469-TP**		
Date:				**Total Project Amount:**		
Subcontractor Name	**Subcontractor Minority Code (if applicable)**	**Phone number**	**Scope of Work to be Subcontracted**	**Dollar Value**	**Percentage of Total Project Amount**	**Certifying Agency**

Minority Code	**Code Description**	**Minority Code**	**Code Description**
AA	African American	W	Woman
A	Asian/Pacific Islander	SDVBE	Service Disabled Veteran
H	Hispanic	LSBE	Local Small Business Enterprise
NA	Native American		

Amount		**Total Dollar Value**	**Percentage of Total Project**
TOTAL	Minority Participation	_____	

_____

The Proposer, _____, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with Osceola County.

I declare that I have read the terms and conditions of the solicitation and the statement in this bid submission are true to the best of my knowledge.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Attachment "H"

Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # _____ through # _____ Initial: _____ Date: _____
Company Name	Company Address
Authorized Signatory (Signature):	
Printed Name:	Title:

>>>Failure to submit this form may disqualify your response<<<

Attachment "I"

Articles of Incorporation / Corporate Documents

Bidder/Proposer must include a copy of their **State Certificate of Good Standing/Articles of Incorporation**, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Complete the information below and submit with the bid or proposal:

Type of Organization:

_____ Corporation _____ Partnership _____ Non-Profit

_____ Joint Venture _____ Sole Proprietorship

State of Incorporation: _____

Principal Place of Business: _____
City/County/State

Federal I.D. or Social Security number: _____

>>>Failure to submit this form may disqualify your response<<<

Attachment "J"
Vendor Demographics Survey

Company Name: _____
Company Address: _____
City, State, and Zip: _____
Telephone: _____ Fax: _____ Email: _____

1. How many people comprise your workforce? _____
2. Based on your current workforce, how many employees are residents of Osceola County? _____
3. Is your company currently certified as a Local Small Business Enterprise, minority, woman, or service-disabled veteran owned business (MWBE or SDVBE) with Osceola County? (For more info, call (407) 742-0900 prior to RFP due date.)

   _____ Yes _____ No

   If yes, please enclose a copy of your Certificate with your RFP submission.
4. Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

	Male	Female
Hispanic / Latino		
Caucasian / White		
African American/Black		
Asian / Pacific Islander		
American Indian / Native American		

Thank you for participating in this survey.

Preparer's Name (print please): _____

Preparer's Signature: _____

Date: _____

Rev. June 2011

Attachment "K"

Osceola County Board of County Commissioners
SUBSTITUTE W-9/VENDOR UPDATE FORM

This form is to be used by Divisions/Departments/Offices to request the Office of the Comptroller to add a vendor currently not in the IFAS System. Vendor to complete the information on this form.

Please print or type

Name of Firm (as shown on your income tax return)		
Doing Business As (if different from above)		
Address (Number, Street and Apt. or Suite No.)		
City, State and ZIP Code (5 + 4)		
Contact Person	Phone # (w/area code)	Fax #(w/area code)
Email Address (1)	Web Site Address	
Remittance Address (Number, Street and Apt. or Suite No./ or PO Box No.		
City, State and ZIP Code (5 + 4)		
Email Address (2)	Phone # (w/area code)	Fax #(w/area code)

Part I Taxpayer Identification Number (TIN)

Please select the appropriate button below that describes your business and enter to the right your Federal Tax Identification Number or *Social Security Number (individual). The TIN provided must match the name given on Line I to avoid backup withholding. Foreign person to complete applicable W-8.

Social security number

OR

Employer identification number

Check appropriate box:

☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) X....

☐ Other (refer to IRS instructions)

☐ Exempt payee

Are any officers, owners, or partners employees of Osceola County? ☐ Yes ☐ No

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person.

Sign Here | Signature of U.S. person ► Date ►

*Osceola County collects your social security number for the following purposes: classification of accounts; identification and verification; billing and payments; reconciliation, tracking, and tax reporting. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

To be completed by the Division/Department/Office		
Requestor	Division/Department/Office	Date
Telephone		

To be completed by the Comptroller's Office:		
Vendor #	Clerk's Initials	Date

Attachment "M"
Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

Osceola County requests that all visitors check-in at the Procurement Services reception desk. If you are hand-delivering a solicitation, a time/date stamp is available at the reception desk. The solicitation submittal envelope or package and label will be date stamped by a receptionist who will notify the appropriate Procurement staff. A record of all deliveries and delivery times will be documented at the Procurement Services reception desk and such record will be retained by Procurement Services.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.



SEALED BID***DO NOT OPEN*****SEALED BID*****DO NOT OPEN**		
SOLICITATION NUMBER	**RFP-16-4469-TP**	
SOLICITATION TITLE	**Video Surveillance and Access Control Security System Repairs, Installation, Maintenance and Upgrades**	
PROCUREMENT ANALYST	**Ted Phillips**	
DUE DATE	**December 1, 2015**	**TIME: 2:00 P.M. Local Time**
BIDDER TO PROVIDE /COMPLETE INFORMATION BELOW		
FROM FIRM NAME		
FIRM ADDRESS		
CITY, STATE, ZIP		

PLEASE DELIVER TO OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE.
1 Courthouse Square, Suite 2300, Kissimmee FL 34741

Bids may not be delivered to any other Osceola County office location. It is BIDDER'S responsibility to ensure that the bid is received in the Procurement Services Office by the stated date and time. Any bid received after this date and time will not be accepted or considered.

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-43
Voluntary annexation of 0.50 acres of land

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-43 at First Reading.

SYNOPSIS: The City of Fernandina Beach requests annexation of property located at 3001 S. 14th Street. This parcel will become contiguous to the municipal limits as part of the pending annexation request for adjacent properties. The property owners entered into a voluntary annexation agreement in September 2020 following notice that neighboring properties would be annexed into the City of Fernandina Beach. Assignment of the Low Density Residential (LDR) Future Land Use Map (FLUM) category and Low Density Residential (R-1) zoning district is requested for the subject property. This designation is the is the most closely aligned with the Current Nassau County FLUM category and zoning district.

CITY ATTORNEY COMMENTS: No additional comments.

Nicole Bednar, Administrative Services Manager	11/4/2020
Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020

Kelly N. Gibson, AICP

Submitted By: Kelly Gibson, AICP, Planning Director

Date: October 30, 2020

ORDINANCE 2020-43

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 0.50 ACRES OF LAND LOCATED AT 3001 S. 14TH STREET CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of approximately 0.50 acres of land located at 3001 S. 14th Street contiguous to the City limits and identified in Exhibit "A" have requested annexation into the City of Fernandina Beach in exchange for water and sewer services; and

WHEREAS, the Planning Advisory Board reviewed the request for voluntary annexation application numbered PAB 2020-0011 at its October 14, 2020, meeting and recommended approval of the annexation; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on September 30, 2020; and

WHEREAS, City staff has reviewed the petition for voluntary annexation and has found that the petition bears the signatures of all the owners of the subject property or their authorized agent at such time that the petition was signed, the parcel is contiguous to the City boundary, is reasonably compact, does not create an enclave, will be used for urban services, and the City will be able to deliver urban services such as water, sewer, garbage, police and fire without decreasing the level of service currently provided to City residents; and

WHEREAS, the City Attorney has rendered a legal opinion that upon review, the annexation petition meets the requirements of Chapter 171 Florida Statutes; and

WHEREAS, after consideration of the application and evidence presented on such application thereon, the City Commission made the following findings:

a. That the Commission is empowered under Chapter 171, Florida Statutes to approve a request for voluntary annexation.

b. That the proposed annexation meets the requirements for voluntary annexation as required by Chapter 171.044 F.S., is contiguous to the municipal boundary, is reasonably compact, and does not create an enclave.

c. That the petitioner agrees to file for a Future Land Use Map (FLUM) amendment and a change in zoning district designation within six months of the date the City Commission approves the annexation.

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

SECTION 1. The following parcel of real property totaling approximately 0.50 acres of land located at 3001 S. 14th Street contiguous to the City limits and by map provided in Exhibit "A" are hereby annexed into the corporate limits of the City of Fernandina Beach, to wit.

SECTION 2. It is hereby deemed to be in the best interest of the City of Fernandina Beach that the land, above described, be annexed into and become a part of the City of Fernandina Beach. That upon adoption of this Ordinance, the boundary lines for the corporate limits of the City of Fernandina Beach shall be redefined so as to include the real property described above.

SECTION 3. This Ordinance shall be published in the Fernandina Beach News Leader once each week for two consecutive weeks, and that proof of publication of this Ordinance shall be filed herein prior to the final reading of this Ordinance.

ADOPTED this 15th day of December, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

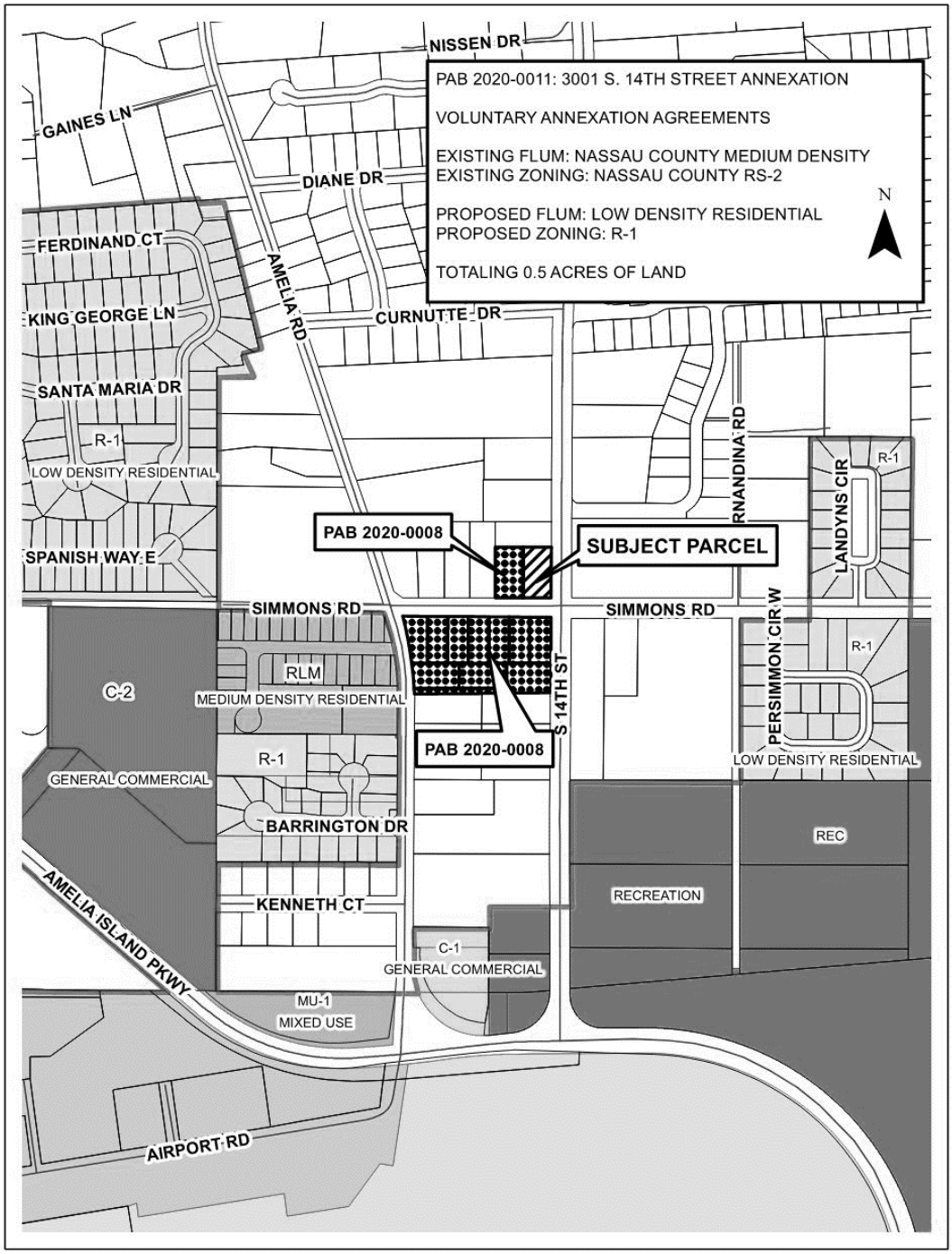


_____
TAMMI E. BACH
City Attorney

ORDINANCE 2020-43

EXHIBIT A

VAUGHN PROPERTY LOCATED AT 3001 S. 14TH STREET TOTALING 0.50 ACRES OF LAND ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)



STAFF REPORT
PAB 2020-0011
Planning Advisory Board Hearing
October 14, 2020

APPLICATION FOR VOLUNTARY ANNEXATION, SMALL-SCALE FUTURE LAND USE AND ZONING MAP

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Emily W. Vaughn, William J Barnett				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Low Density Residential and, Zoning District of R-1				
LOCATION:	3001 South 14th Street, 00-00-30-0262-0007-0000				
CURRENT ZONING:	Nassau County Residential Single-Family 2				
CURRENT LAND USE:	Nassau County Medium Density				
EXISTING USES ON SITE:	Single Family Home				
PROPERTY SIZE:	Approximately 0.5 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SFH Sites	2004	RS-2	MD
PAB CASE 2020-0008 *VOLUNTARY LAND USE MAP AMENDMENT/ZONING CHANGE*	South	SFH Sites	2015 & 2016	RS-2	MD
	East	Vacant Land	N/A	RS-2	MD
PAB CASE 2020-0008 *VOLUNTARY LAND USE MAP AMENDMENT/ZONING CHANGE*	West	SFH Sites	1996	RS-2	MD

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests annexation of property located at 3001 S. 14th Street. This parcel will become contiguous to the municipal limits as part of the pending annexation request for adjacent properties. The property owners entered into a voluntary annexation agreement in September 2020 following notice that neighboring properties would be annexed into the City of Fernandina Beach. Assignment of the Low Density Residential (LDR) Future Land Use Map (FLUM) category and Low Density Residential (R-1) zoning district is requested for the subject property. This designation is the is the most closely aligned with the Current Nassau County FLUM category and zoning district.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The subject parcels are recently constructed single family homes and any development or redevelopment can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service required by the Comprehensive Plan.

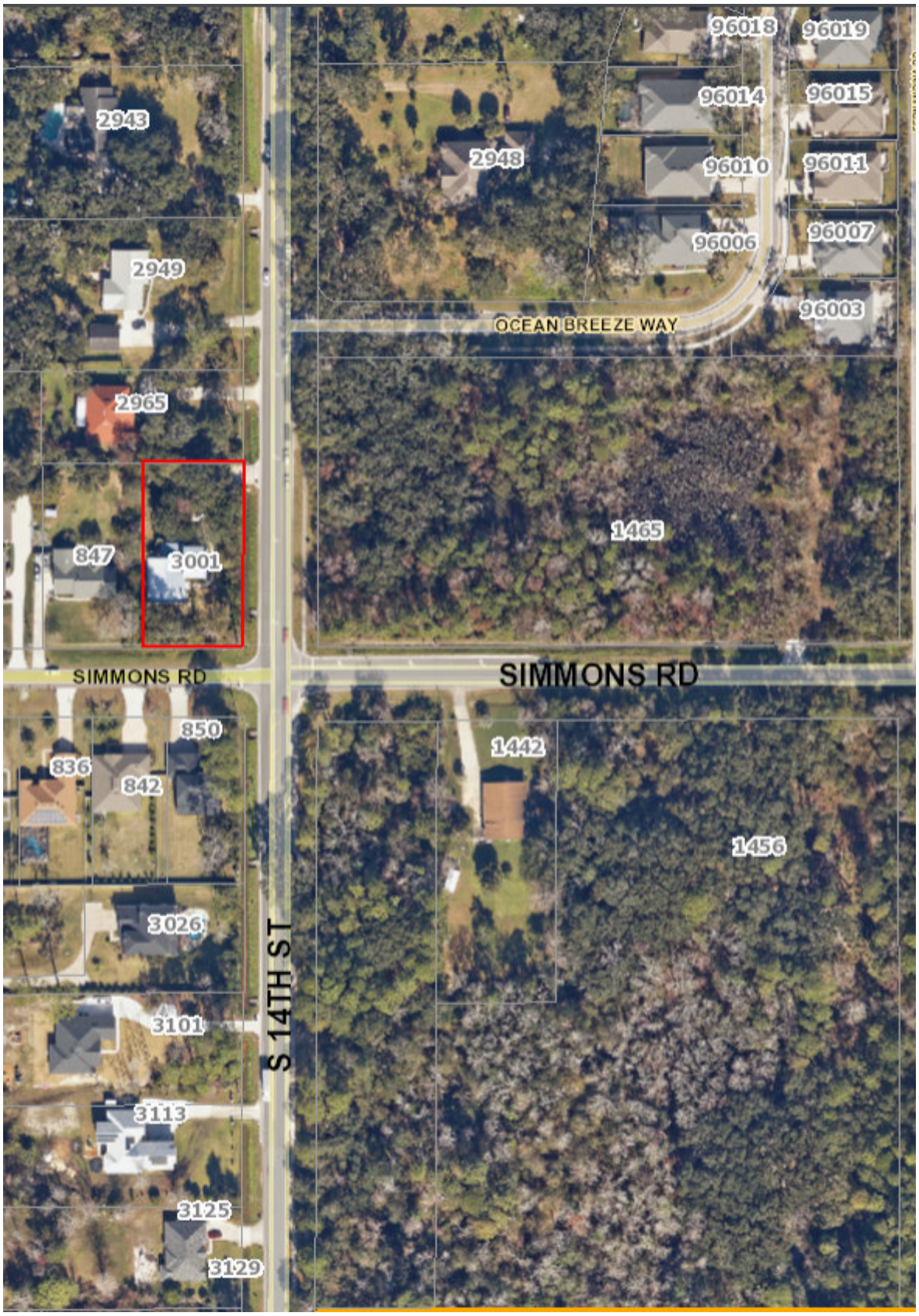
CONCLUSION AND STAFF RECOMMENDATIONS:

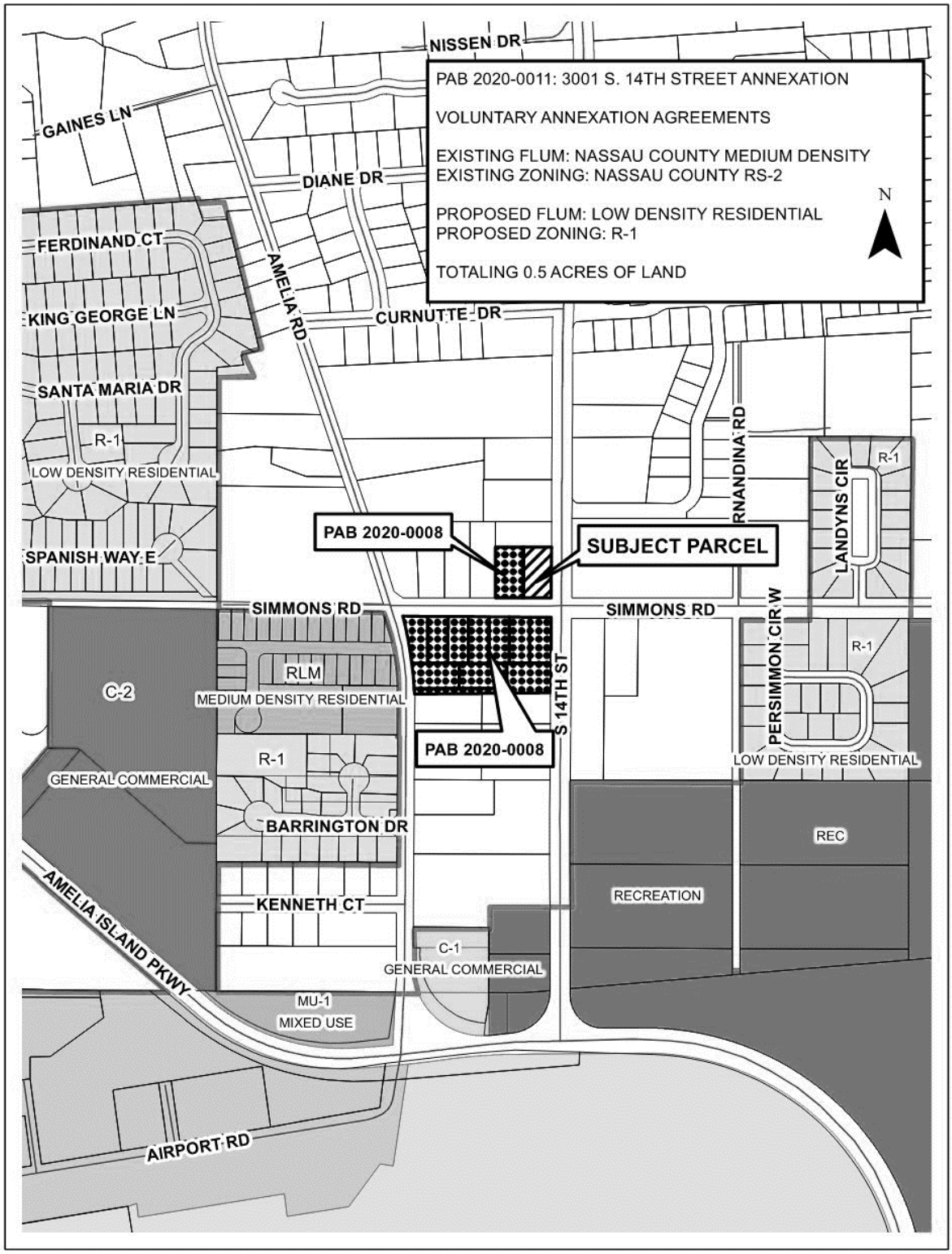
The requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the Low Density Residential FLUM category, and R-1 zoning district. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for November 17th, 2020.

Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 11.01.07	√

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2020-0011 to the City Commission requesting that a Voluntary Annexation, Assignment of the Low Density Residential land use category, and R-1 zoning district be **(approved or denied)** and that PAB case 2020-0011, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.


96018
96019
96014
96015
2943
2948
96010
96011
96006
96007
2949
OCEAN BREEZE WAY
96003
2965
1465
847
3001
SIMMONS RD
SIMMONS RD
850
836
842
1442
1456
3026
S 14TH ST
3101
3113
3125
3129


PAB 2020-0011: 3001 S. 14TH STREET ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY MEDIUM DENSITY
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: LOW DENSITY RESIDENTIAL
PROPOSED ZONING: R-1
TOTALING 0.5 ACRES OF LAND
N
NISSEN DR
GAINES LN
DIANE DR
FERDINAND CT
KING GEORGE LN
AMELIA RD
CURNUTTE DR
SANTA MARIA DR
R-1
LOW DENSITY RESIDENTIAL
SPANISH WAY E
PAB 2020-0008
SUBJECT PARCEL
RNANDINA RD
LANDYNS CIR
R-1
SIMMONS RD
SIMMONS RD
PERSIMMON CIR W
R-1
C-2
RLM
MEDIUM DENSITY RESIDENTIAL
S 14TH ST
PAB 2020-0008
LOW DENSITY RESIDENTIAL
GENERAL COMMERCIAL
R-1
BARRINGTON DR
REC
RECREATION
AMELIA ISLAND PKWY
KENNETH CT
C-1
GENERAL COMMERCIAL
MU-1
MIXED USE
AIRPORT RD

Inst. Number: 202045032335 Book: 2398 Page: 1631 Page 1 of 7 Date: 10/8/2020 Time: 10:25 AM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

RESOLUTION 2020-142

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

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

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

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

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

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

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

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

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

ADOPTED this 6th day of October, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner - Mayor

ATTEST:

CAROLINE BEST
City Clerk

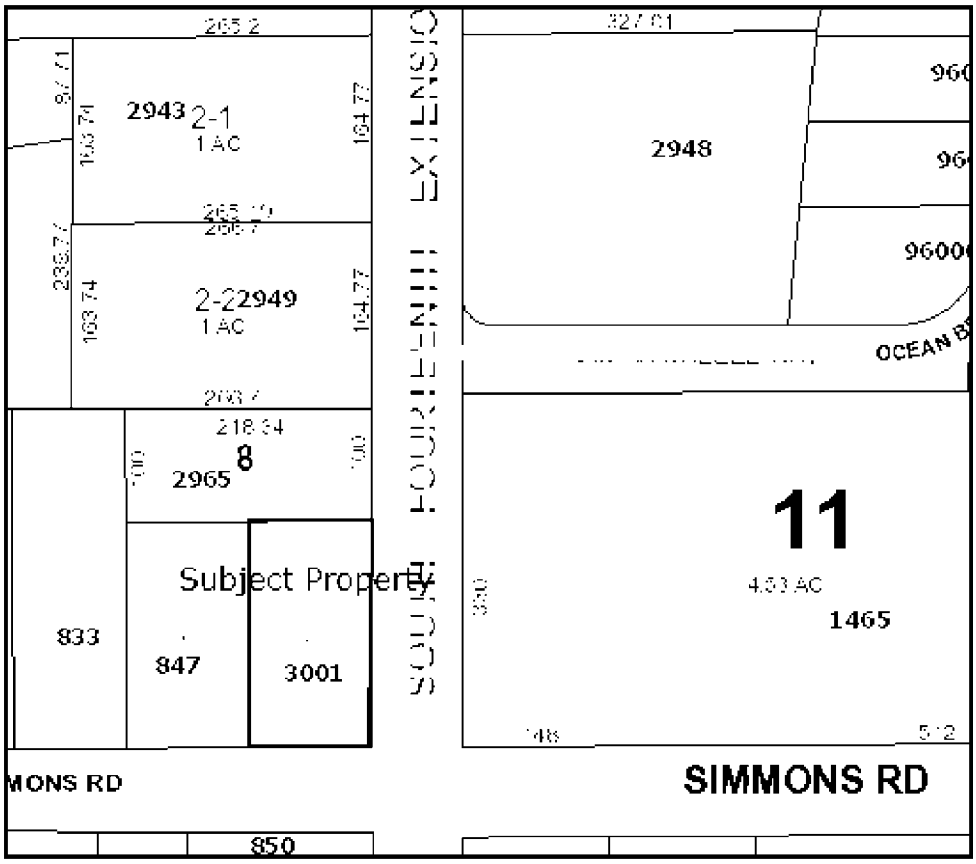
APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

RESOLUTION 2020-142
EXHIBIT "1"

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

3001 S. 14TH STREET



Inst. Number: 202045032335 Book: 2398 Page: 1633 Page 3 of 7 Date: 10/8/2020 Time: 10:25 AM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

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

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

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

PARCEL ID#: 00-00-30-0262-0007-0000
GENERALLY DESCRIBED AS: Single Family Home
ADDRESSED AS: 3001 S. 14th ST, Fernandina Beach, FL 32034

See Attached Exhibit "A"

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

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

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

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

1. Effective Date: This Agreement shall become effective upon execution.

2. Execution: The parties hereto agree to execute any and all such documents as are reasonably necessary to carry out the terms and provisions of this Agreement.

3. Binding Effect: The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.

4. Water and/or Sanitary Sewer: The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

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

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

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

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

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

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

CITY OF FERNANDINA BEACH

Dale L. Martin

DALE L. MARTIN
City Manager

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: _____
Applicant

By: _____
Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

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

this 2nd day of September, 20 20,

by Emily Vaughn and William Barnett.

_____ SYLVIE MCCANN 11/12/2020
Notary Public Printed Name My Commission Expires

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

SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES November 12, 2020

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

Notice of Proposed Property Taxes

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

2020 REAL ESTATE PROPERTY

P1 T19**********AUTO**5-DIGIT 32034
00-00-30-0262-0007-0000 HX 01
VAUGHN EMILY W &
008223 BARNETT WILLIAM J (JTROS)
3001 SOUTH 14TH ST
FERNANDINA BEACH FL 32034-5207

DO NOT PAY THIS IS NOT A BILL

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

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

SITUS ADDRESS
3001 14TH ST S
FERNANDINA BEACH

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

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

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

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

* See reverse side for explanations.
* If you feel the market value of your property is inaccurate or does not reflect fair market value or if you are entitled to an exemption that is not reflected above contact your county property appraiser at 96135 NASSAU PL #4 YULEE, FL 32097 904-491-7300
* If the property appraiser's office is unable to resolve the matter as to market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the county property appraiser and must be filed ON OR BEFORE **9/14/2020**.
* Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice such as assessments for roads, drainage, garbage,

DR-474
R. 6/11

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-44
Future Land Use Map Change to Low Density Residential (LDR) for 0.50 acres of land.

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-44 at First Reading.

SYNOPSIS: The City of Fernandina Beach requests annexation of property located at 3001 S. 14th Street. This parcel will become contiguous to the municipal limits as part of the pending annexation request for adjacent properties. The property owners entered into a voluntary annexation agreement in September 2020 following notice that neighboring properties would be annexed into the City of Fernandina Beach. Assignment of the Low Density Residential (LDR) Future Land Use Map (FLUM) category and Low Density Residential (R-1) zoning district is requested for the subject property. This designation is the is the most closely aligned with the Current Nassau County FLUM category and zoning district.

CITY ATTORNEY COMMENTS: No additional comments.

Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020



Submitted By: Nicole Bednar, Administrative Services Manager

Date: November 03, 2020

ORDINANCE 2020-44

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 0.50 ACRES OF LAND LOCATED AT 3001 S.14TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed and held a public hearing on October 14, 2020, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on September 30, 2020.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the future land use map changes. The properties identified for this change of the Future Land Use Map to City of Fernandina Beach Low Density Residential (LDR) for properties located and identified by map exhibit attached hereto as Exhibit "A".

SECTION 2. FUTURE LAND USE MAP CHANGE. For the property in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit "A":

- From Nassau County Residential Single Family 2 to City of Fernandina Beach Low Density Residential (LDR).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ADOPTED this 15th day of December, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

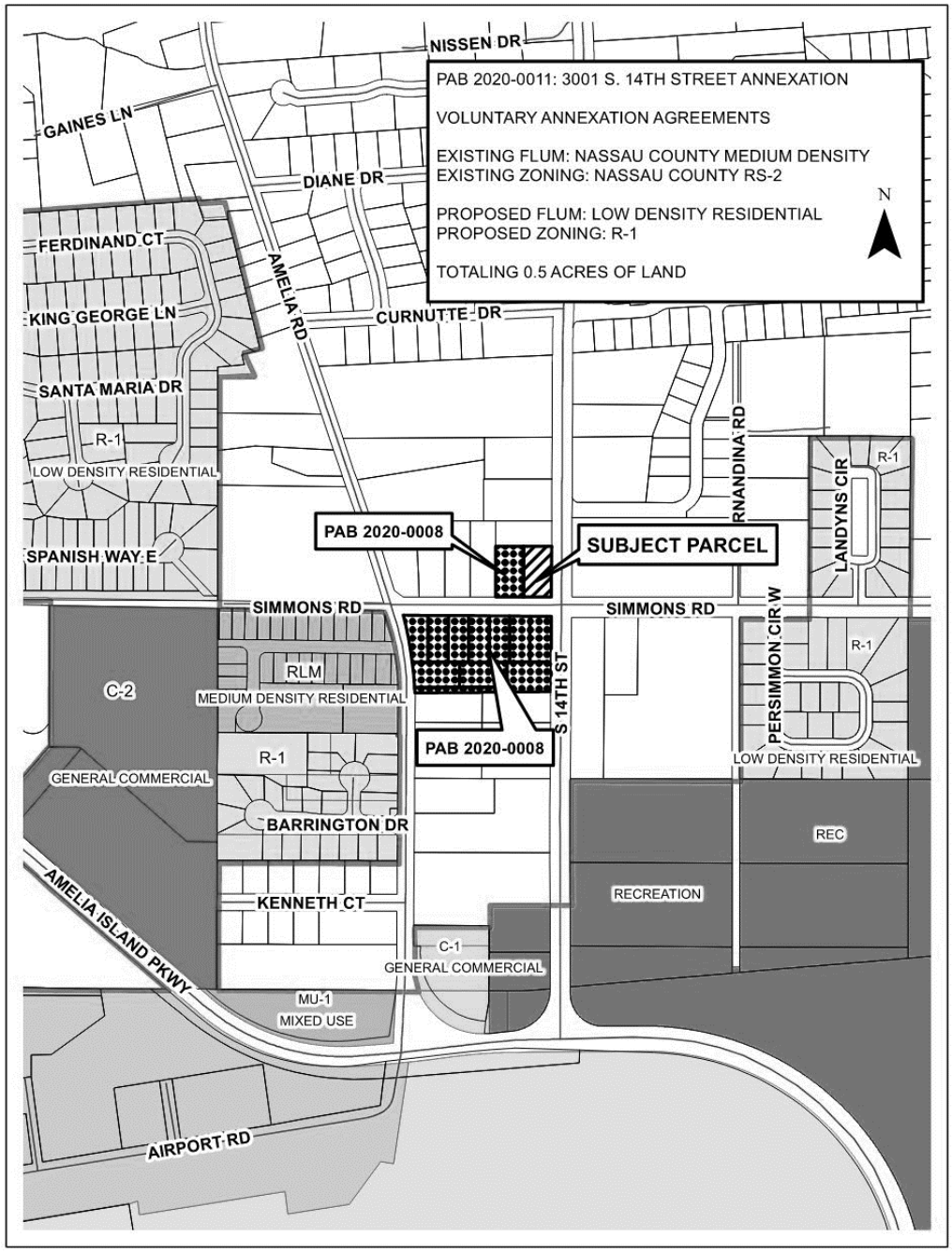


_____
TAMMI E. BACH
City Attorney

ORDINANCE 2020- 44

EXHIBIT A

VAUGHN PROPERTY LOCATED AT 3001 S. 14TH STREET TOTALING 0.50 ACRES OF LAND ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)



STAFF REPORT
PAB 2020-0011
Planning Advisory Board Hearing
October 14, 2020

APPLICATION FOR VOLUNTARY ANNEXATION, SMALL-SCALE FUTURE LAND USE AND ZONING MAP

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Emily W. Vaughn, William J Barnett				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Low Density Residential and, Zoning District of R-1				
LOCATION:	3001 South 14th Street, 00-00-30-0262-0007-0000				
CURRENT ZONING:	Nassau County Residential Single-Family 2				
CURRENT LAND USE:	Nassau County Medium Density				
EXISTING USES ON SITE:	Single Family Home				
PROPERTY SIZE:	Approximately 0.5 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SFH Sites	2004	RS-2	MD
PAB CASE 2020-0008 *VOLUNTARY LAND USE MAP AMENDMENT/ZONING CHANGE*	South	SFH Sites	2015 & 2016	RS-2	MD
	East	Vacant Land	N/A	RS-2	MD
PAB CASE 2020-0008 *VOLUNTARY LAND USE MAP AMENDMENT/ZONING CHANGE*	West	SFH Sites	1996	RS-2	MD

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests annexation of property located at 3001 S. 14th Street. This parcel will become contiguous to the municipal limits as part of the pending annexation request for adjacent properties. The property owners entered into a voluntary annexation agreement in September 2020 following notice that neighboring properties would be annexed into the City of Fernandina Beach. Assignment of the Low Density Residential (LDR) Future Land Use Map (FLUM) category and Low Density Residential (R-1) zoning district is requested for the subject property. This designation is the is the most closely aligned with the Current Nassau County FLUM category and zoning district.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The subject parcels are recently constructed single family homes and any development or redevelopment can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service required by the Comprehensive Plan.

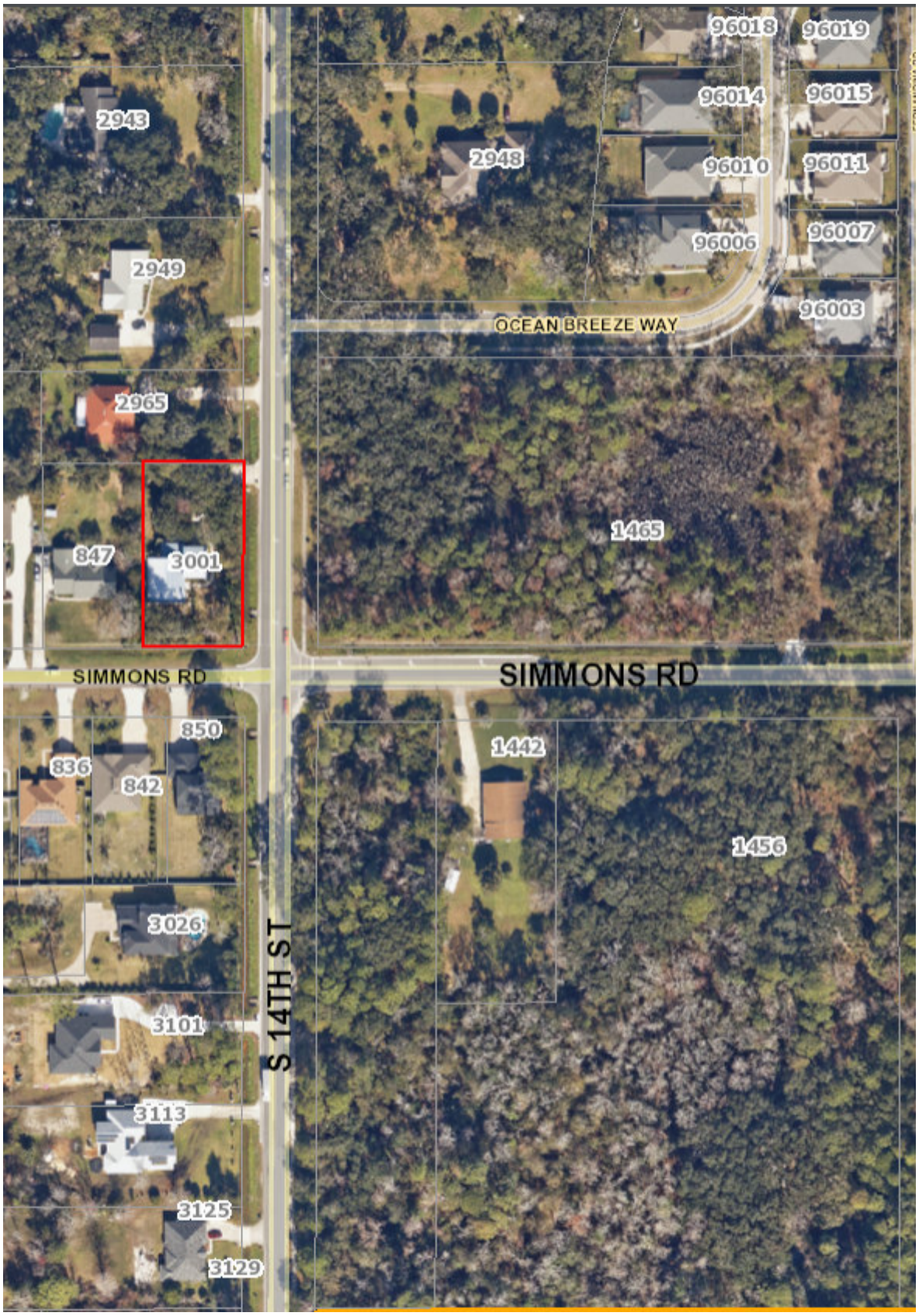
CONCLUSION AND STAFF RECOMMENDATIONS:

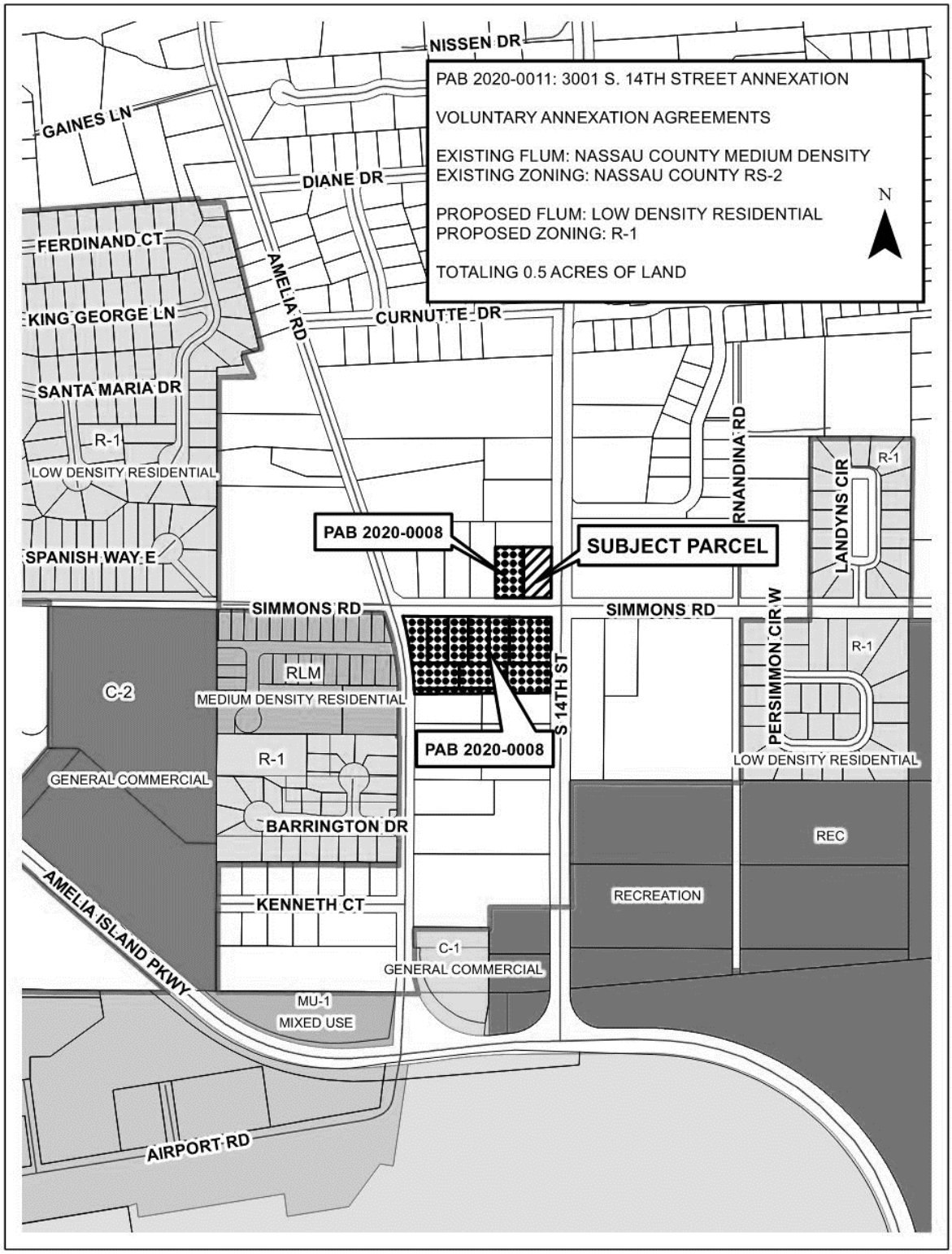
The requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the Low Density Residential FLUM category, and R-1 zoning district. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for November 17th, 2020.

Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 11.01.07	√

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2020-0011 to the City Commission requesting that a Voluntary Annexation, Assignment of the Low Density Residential land use category, and R-1 zoning district be **(approved or denied)** and that PAB case 2020-0011, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.


96018
96019
96014
96015
2943
2948
96010
96011
96006
96007
2949
OCEAN BREEZE WAY
96003
2965
1465
847
3001
SIMMONS RD
SIMMONS RD
850
836
842
1442
1456
3026
S 14TH ST
3101
3113
3125
3129


PAB 2020-0011: 3001 S. 14TH STREET ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY MEDIUM DENSITY
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: LOW DENSITY RESIDENTIAL
PROPOSED ZONING: R-1
TOTALING 0.5 ACRES OF LAND
N
NISSEN DR
GAINES LN
DIANE DR
FERDINAND CT
KING GEORGE LN
AMELIA RD
CURNUTTE DR
SANTA MARIA DR
R-1
LOW DENSITY RESIDENTIAL
SPANISH WAY E
PAB 2020-0008
SUBJECT PARCEL
RNANDINA RD
LANDYNS CIR
R-1
SIMMONS RD
SIMMONS RD
PERSIMMON CIR W
R-1
C-2
RLM
MEDIUM DENSITY RESIDENTIAL
S 14TH ST
PAB 2020-0008
LOW DENSITY RESIDENTIAL
GENERAL COMMERCIAL
R-1
BARRINGTON DR
REC
RECREATION
AMELIA ISLAND PKWY
KENNETH CT
C-1
GENERAL COMMERCIAL
MU-1
MIXED USE
AIRPORT RD

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING - VIRTUAL
OCTOBER 14, 2020

1. CALL TO ORDER

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Genece Minshew (Chair)	(Physical)	Mark Bennett	(Physical)
Jenny Schaffer (Vice-Chair)	(Virtual)	Peter Stevenson	(Physical)
Victoria Robas	(Physical)	John Boylan	(Physical)
Barbara Gingher	(Virtual)		

MEMBERS ABSENT:

OTHERS PRESENT:

Jacob Platt, City Planner (Physical Presence)
Kelly Gibson, Planning Director (Physical Presence)
Sylvie McCann, Recording Secretary (Physical Presence)
Taylor Hartmann, Recording Secretary (Physical Presence)

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of September 9, 2020.

3.2 Approval of Minutes for the Regular Meeting of July 22, 2020.

3.3 Approval of Minutes for the Special Meeting of September 23, 2020.

ACTION TAKEN: A motion was made by Member Gingher, seconded by Member Stevenson, to approve the minutes as presented with the following corrections made by Member Stevenson; on July 22, Pg. 2 'where' changed to 'were' and change 'Regular Meeting' to 'Special Meeting'; Sept 9 change 'Peterson' to Stevenson' in multiple locations, and 'Ms. Whittaker should contact…'.

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

4. OLD BUSINESS

5. NEW BUSINESS

5.1 PAB 2020-0011 - EMILY VAUGHN & WILLIAM BARNETT, 3001 S. 14TH STREET
Voluntary Annexation, Future Land Use Map Amendment, and Zoning Change.

Mr. Platt presented the case as a single-family residence on approximately 1/2 acre. Applicants wanted to annex after reading information in the local newspaper and due to neighbors also joining. Staff recommends approval.

No comments by board members were made.

Public hearing was opened and closed with no comments being made.

ACTION TAKEN: A motion was made by Member Robas, seconded by Member Stevenson to recommend approval of PAB case 2020-0011 to the City Commission as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

5.2 PAB 2020-0012 - TERESA PRINCE, TOMASSETTI & PRINCE, AGENT FOR PAPPY'S LLP / TOADFISH OF AMELIA LLC, 1440 & 1420 SOUTH 14TH STREET, 1410 / 1412 / 1416 NECTARINE STREET, 1415 & 1505 SOUTH 15TH STREET
Voluntary Annexation, Land Use Map Amendment and Zoning Map Amendment.

Mr. Platt introduced the case as four parcels with a C-2 zoning designation. Staff recommends approval.

Member Schaffer questioned whether the roadway outside Pappy's would be the city's responsibility. Mr. Platt confirmed that it is private property.

Member Stevenson questioned whether items including a large antenna on the property and various piles of materials for sale would require intervention from the city and/or any type of response from code enforcement. Mr. Platt explained that these specific instances would be grandfathered into the existing outside storage and sales provisions code.

Public hearing was opened.

Teresa Prince of Tomassetti and Prince, 406 Ash Street, spoke as agent for the applicants. She gave a brief history of the property's historical zoning classifications and stated that it is currently commercial intensive.

A Zoom question was presented by Member Schaffer: What would happen to the people who are currently renting homes on the property requesting annexation? Ms. Tomassetti and members discussed that current leases will be respected and if they are ever removed in the future then the property would return to commercial zoning.

Member Stevenson asked about the effect of storms and how potential damage to the current mobile homes would affect their current non-conforming use status.

Elizabeth Anne Cuban of 4615 Philips Manor Place, spoke about mobile homes being an answer to affordable housing and the city taking action by adjusting the zoning to support it.

Mr. Platt spoke to the reasoning behind following the Future Land Use Map and due to the zoning of surrounding areas, they feel that the current commercial zone classification is most appropriate. Ms. Prince spoke again and concurred with Mr. Platt's assessment.

Member Stevenson asked about residents having to connect to city water/sewer and the costs associated with it.

Public hearing was closed.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Stevenson to recommend approval of PAB case 2020-0012 to the City Commission as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

6. BOARD BUSINESS

6.1 Discuss Next Steps with Comprehensive Plan and Land Development Code Revisions Process: 1. Consensus on tasks completed by staff vs. consultant, 2. Consensus on basic scope of work

Ms. Gibson presented a continuation of the September 23rd special meeting conversation. Takeaways from the previous meeting include stakeholder involvement, the amount of effort put in by individual board members, and understanding the key issues resulting in the EAR meetings during April and May of 2020. She also spoke about clearly defining the roles and involvement of members. Ms. Gibson proposed the formation of an advisory group, under the city manager and in coordination with the planning and conservation Department, that would be comprised of five to seven members from various parts of the community including business, conservation, residential , and design professionals.

Members discussed the spreadsheet that has been created to assess different issues brought up during the EAR discussions. It was decided that this information would be published by next week.

Public hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, spoke to the enforceability of the LDC. She also talked about affordable housing and transportation. She discussed being environmentally stable and that it is entwined with being Socially and economically sustainable.

Vice Mayor Kreger spoke about the PAB being a driving force behind planning and that implementation of the Comp Plan is key. He also discussed ways in which the Comp Plan can be enforced but that it is also contradictory in some circumstances.

Public hearing was closed.

6.2 Finalize Mapping Conflicts - Direction for Memo to City Commission

Members discussed ways to resolve the commercial versus residential zoning conflicts. They want to start by reaching out to the property owners. Ms. Gibson recommended bringing this approach to the next City Commission meeting.

6.3 Review October Boards Tracker

- Ms. Gibson commented that this information was there for the board members awareness.
- Ms. Robas asked about the HDC's actions regarding outdoor TV's.
- Member Stevenson asked about schoolboard involvement on the PAB.
- Member Bennett asked about current guidelines, pertaining to the COVID-19 Pandemic, regarding public
- events including the 2021 Shrimp Fest. City Attorney Bach addressed those concerns.
- Member Robas provided an update on the beach access subcommittee.

- Vice Mayor Kreger commented on affordable housing and defining it.

2. **PUBLIC COMMENT**
3. **ADJOURNMENT: 6:52**

_____ _____

Taylor Hartmann. Recording Secretary

Genece Minshew, Chair

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-45
Zoning Map Change to R-1 (Low Density Residential) for 0.50 acres of land.

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-45 at First Reading.

SYNOPSIS: The City of Fernandina Beach requests annexation of property located at 3001 S. 14th Street. This parcel will become contiguous to the municipal limits as part of the pending annexation request for adjacent properties. The property owners entered into a voluntary annexation agreement in September 2020 following notice that neighboring properties would be annexed into the City of Fernandina Beach. Assignment of the Low Density Residential (LDR) Future Land Use Map (FLUM) category and Low Density Residential (R-1) zoning district is requested for the subject property. This designation is the is the most closely aligned with the Current Nassau County FLUM category and zoning district.

CITY ATTORNEY COMMENTS: No additional comments.

Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020



Submitted By: Nicole Bednar, Administrative Services Manager

Date: November 03, 2020

ORDINANCE 2020-45

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 0.50 ACRES OF LAND LOCATED AT 3001 S. 14TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed and held a public hearing on October 14, 2020, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on September 30, 2020.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the zoning map changes. The properties identified for this change of the Zoning Map to City of Fernandina Beach Low Density Residential (R-1) for properties located and identified as by map exhibit attached hereto as Exhibit "A".

SECTION 2. ZONING MAP CHANGE. For the property in question, the City's Zoning Map is hereby changed as follows and attached hereto as Exhibit "A":

- From Nassau County Residential Single Family 2 to City of Fernandina Beach Low Density Residential (R-1).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ENACTED this 15th day of December, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

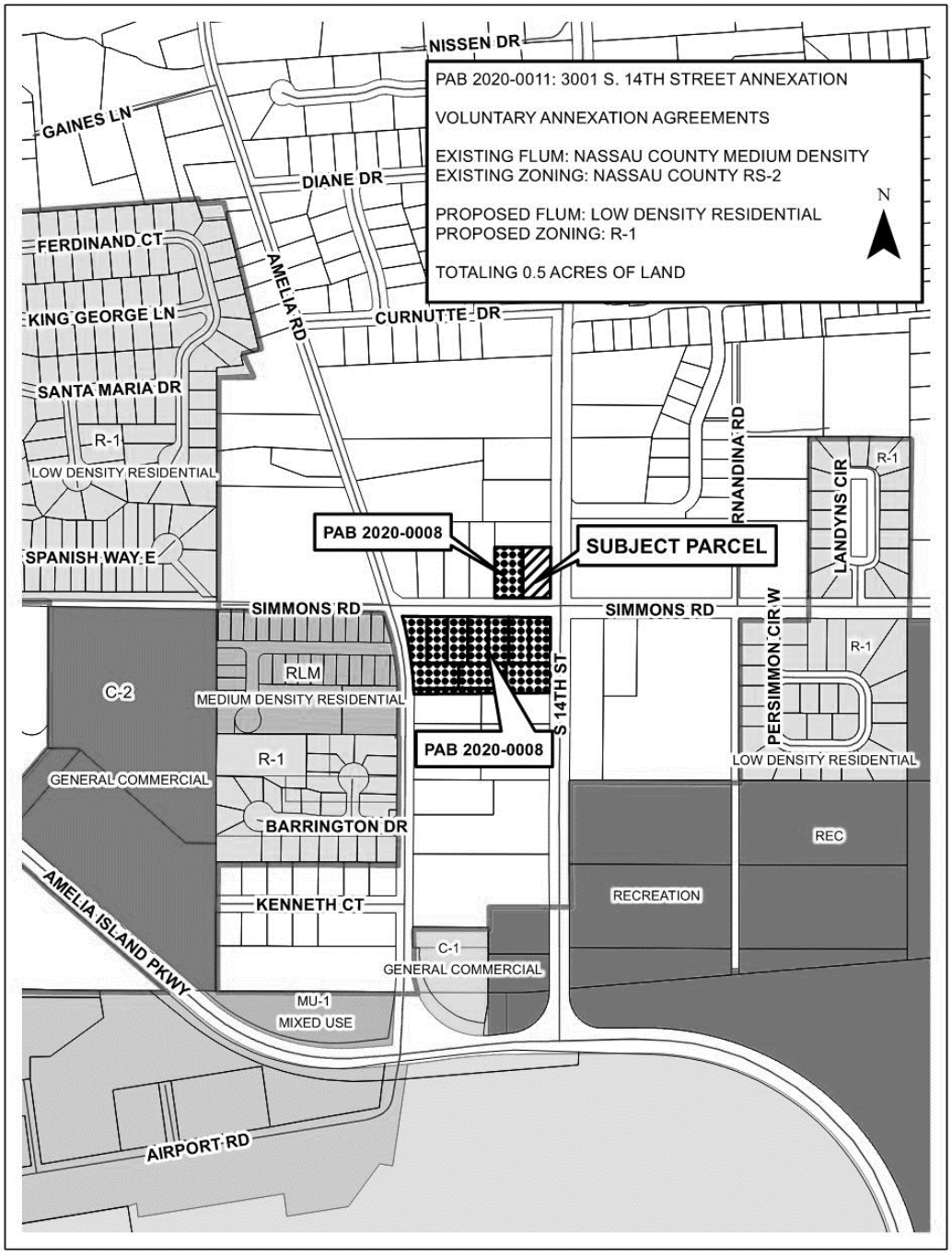


_____
TAMMI E. BACH
City Attorney

ORDINANCE 2020-45

EXHIBIT A

VAUGHN PROPERTY LOCATED AT 3001 S. 14TH STREET TOTALING 0.50 ACRES OF LAND ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)



STAFF REPORT
PAB 2020-0011
Planning Advisory Board Hearing
October 14, 2020

APPLICATION FOR VOLUNTARY ANNEXATION, SMALL-SCALE FUTURE LAND USE AND ZONING MAP

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Emily W. Vaughn, William J Barnett				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Low Density Residential and, Zoning District of R-1				
LOCATION:	3001 South 14th Street, 00-00-30-0262-0007-0000				
CURRENT ZONING:	Nassau County Residential Single-Family 2				
CURRENT LAND USE:	Nassau County Medium Density				
EXISTING USES ON SITE:	Single Family Home				
PROPERTY SIZE:	Approximately 0.5 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SFH Sites	2004	RS-2	MD
PAB CASE 2020-0008 *VOLUNTARY LAND USE MAP AMENDMENT/ZONING CHANGE*	South	SFH Sites	2015 & 2016	RS-2	MD
	East	Vacant Land	N/A	RS-2	MD
PAB CASE 2020-0008 *VOLUNTARY LAND USE MAP AMENDMENT/ZONING CHANGE*	West	SFH Sites	1996	RS-2	MD

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests annexation of property located at 3001 S. 14th Street. This parcel will become contiguous to the municipal limits as part of the pending annexation request for adjacent properties. The property owners entered into a voluntary annexation agreement in September 2020 following notice that neighboring properties would be annexed into the City of Fernandina Beach. Assignment of the Low Density Residential (LDR) Future Land Use Map (FLUM) category and Low Density Residential (R-1) zoning district is requested for the subject property. This designation is the is the most closely aligned with the Current Nassau County FLUM category and zoning district.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The subject parcels are recently constructed single family homes and any development or redevelopment can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service required by the Comprehensive Plan.

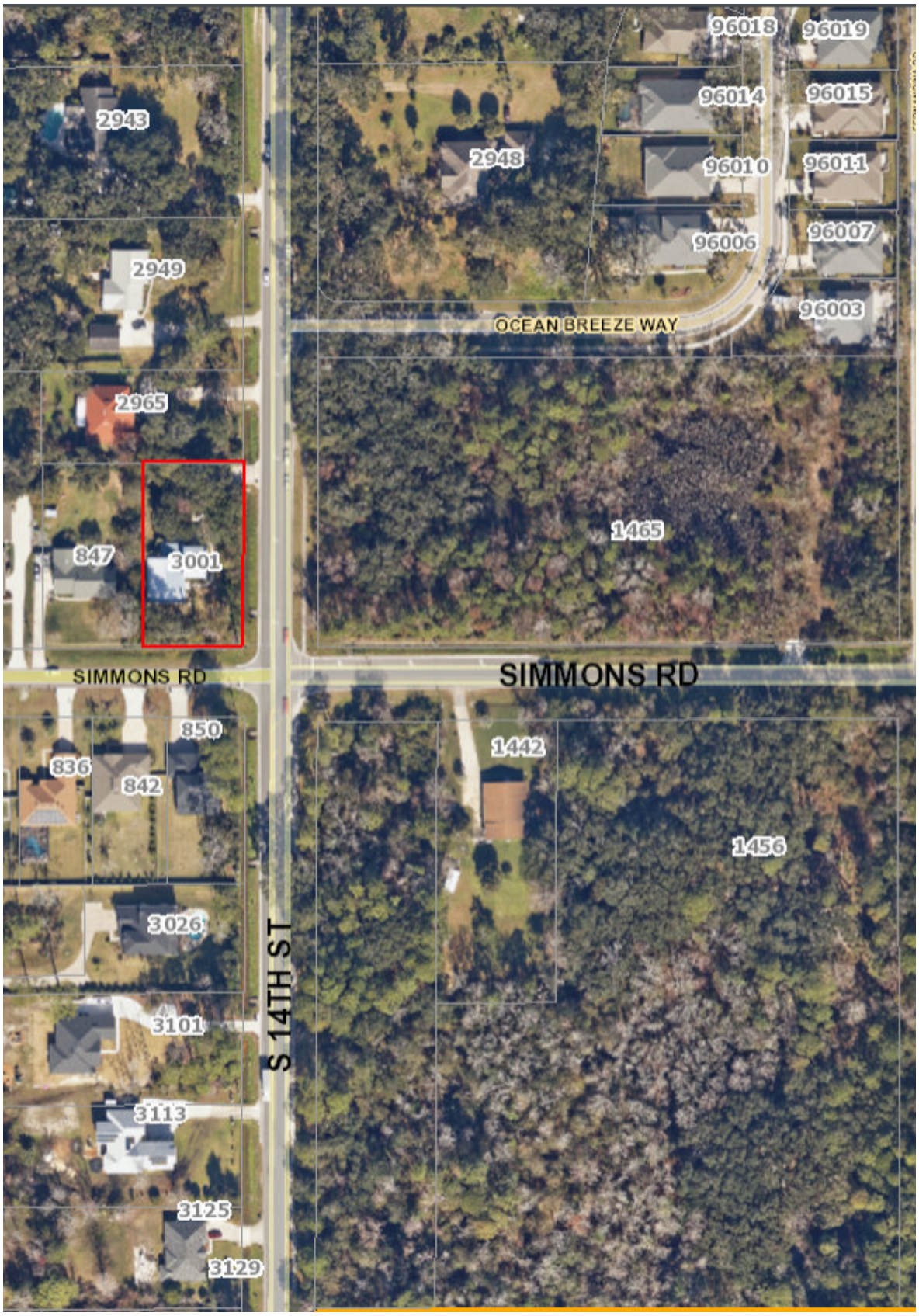
CONCLUSION AND STAFF RECOMMENDATIONS:

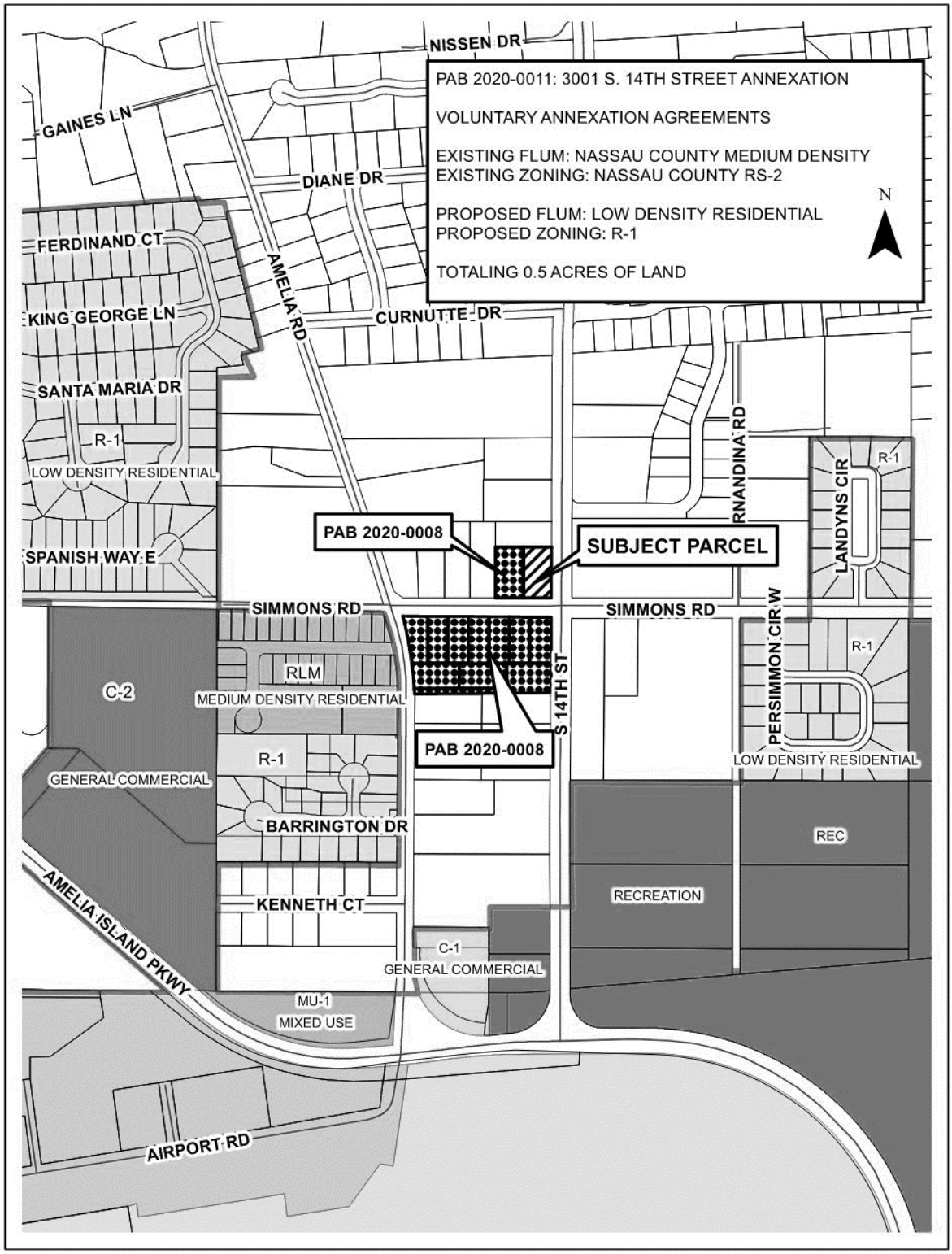
The requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the Low Density Residential FLUM category, and R-1 zoning district. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for November 17th, 2020.

Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 11.01.07	√

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2020-0011 to the City Commission requesting that a Voluntary Annexation, Assignment of the Low Density Residential land use category, and R-1 zoning district be **(approved or denied)** and that PAB case 2020-0011, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.


96018
96019
96014
96015
2943
2948
96010
96011
96006
96007
2949
OCEAN BREEZE WAY
96003
2965
1465
847
3001
SIMMONS RD
SIMMONS RD
850
836
842
1442
1456
3026
S 14TH ST
3101
3113
3125
3129


PAB 2020-0011: 3001 S. 14TH STREET ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY MEDIUM DENSITY
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: LOW DENSITY RESIDENTIAL
PROPOSED ZONING: R-1
TOTALING 0.5 ACRES OF LAND
N
NISSEN DR
GAINES LN
DIANE DR
FERDINAND CT
KING GEORGE LN
AMELIA RD
CURNUTTE DR
SANTA MARIA DR
R-1
LOW DENSITY RESIDENTIAL
SPANISH WAY E
PAB 2020-0008
SUBJECT PARCEL
RNANDINA RD
LANDYNS CIR
R-1
SIMMONS RD
SIMMONS RD
PERSIMMON CIR W
R-1
C-2
RLM
MEDIUM DENSITY RESIDENTIAL
S 14TH ST
PAB 2020-0008
LOW DENSITY RESIDENTIAL
GENERAL COMMERCIAL
R-1
BARRINGTON DR
REC
RECREATION
AMELIA ISLAND PKWY
KENNETH CT
C-1
GENERAL COMMERCIAL
MU-1
MIXED USE
AIRPORT RD

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING - VIRTUAL
OCTOBER 14, 2020

1. CALL TO ORDER

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Genece Minshew (Chair)	(Physical)	Mark Bennett	(Physical)
Jenny Schaffer (Vice-Chair)	(Virtual)	Peter Stevenson	(Physical)
Victoria Robas	(Physical)	John Boylan	(Physical)
Barbara Gingher	(Virtual)		

MEMBERS ABSENT:

OTHERS PRESENT:

Jacob Platt, City Planner (Physical Presence)
Kelly Gibson, Planning Director (Physical Presence)
Sylvie McCann, Recording Secretary (Physical Presence)
Taylor Hartmann, Recording Secretary (Physical Presence)

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of September 9, 2020.

3.2 Approval of Minutes for the Regular Meeting of July 22, 2020.

3.3 Approval of Minutes for the Special Meeting of September 23, 2020.

ACTION TAKEN: A motion was made by Member Gingher, seconded by Member Stevenson, to approve the minutes as presented with the following corrections made by Member Stevenson; on July 22, Pg. 2 'where' changed to 'were' and change 'Regular Meeting' to 'Special Meeting'; Sept 9 change 'Peterson' to Stevenson' in multiple locations, and 'Ms. Whittaker should contact…'.

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

4. OLD BUSINESS

5. NEW BUSINESS

5.1 PAB 2020-0011 - EMILY VAUGHN & WILLIAM BARNETT, 3001 S. 14TH STREET
Voluntary Annexation, Future Land Use Map Amendment, and Zoning Change.

Mr. Platt presented the case as a single-family residence on approximately 1/2 acre. Applicants wanted to annex after reading information in the local newspaper and due to neighbors also joining. Staff recommends approval.

No comments by board members were made.

Public hearing was opened and closed with no comments being made.

ACTION TAKEN: A motion was made by Member Robas, seconded by Member Stevenson to recommend approval of PAB case 2020-0011 to the City Commission as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

5.2 PAB 2020-0012 - TERESA PRINCE, TOMASSETTI & PRINCE, AGENT FOR PAPPY'S LLP / TOADFISH OF AMELIA LLC, 1440 & 1420 SOUTH 14TH STREET, 1410 / 1412 / 1416 NECTARINE STREET, 1415 & 1505 SOUTH 15TH STREET
Voluntary Annexation, Land Use Map Amendment and Zoning Map Amendment.

Mr. Platt introduced the case as four parcels with a C-2 zoning designation. Staff recommends approval.

Member Schaffer questioned whether the roadway outside Pappy's would be the city's responsibility. Mr. Platt confirmed that it is private property.

Member Stevenson questioned whether items including a large antenna on the property and various piles of materials for sale would require intervention from the city and/or any type of response from code enforcement. Mr. Platt explained that these specific instances would be grandfathered into the existing outside storage and sales provisions code.

Public hearing was opened.

Teresa Prince of Tomassetti and Prince, 406 Ash Street, spoke as agent for the applicants. She gave a brief history of the property's historical zoning classifications and stated that it is currently commercial intensive.

A Zoom question was presented by Member Schaffer: What would happen to the people who are currently renting homes on the property requesting annexation? Ms. Tomassetti and members discussed that current leases will be respected and if they are ever removed in the future then the property would return to commercial zoning.

Member Stevenson asked about the effect of storms and how potential damage to the current mobile homes would affect their current non-conforming use status.

Elizabeth Anne Cuban of 4615 Philips Manor Place, spoke about mobile homes being an answer to affordable housing and the city taking action by adjusting the zoning to support it.

Mr. Platt spoke to the reasoning behind following the Future Land Use Map and due to the zoning of surrounding areas, they feel that the current commercial zone classification is most appropriate. Ms. Prince spoke again and concurred with Mr. Platt's assessment.

Member Stevenson asked about residents having to connect to city water/sewer and the costs associated with it.

Public hearing was closed.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Stevenson to recommend approval of PAB case 2020-0012 to the City Commission as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

6. BOARD BUSINESS

6.1 Discuss Next Steps with Comprehensive Plan and Land Development Code Revisions Process: 1. Consensus on tasks completed by staff vs. consultant, 2. Consensus on basic scope of work

Ms. Gibson presented a continuation of the September 23rd special meeting conversation. Takeaways from the previous meeting include stakeholder involvement, the amount of effort put in by individual board members, and understanding the key issues resulting in the EAR meetings during April and May of 2020. She also spoke about clearly defining the roles and involvement of members. Ms. Gibson proposed the formation of an advisory group, under the city manager and in coordination with the planning and conservation Department, that would be comprised of five to seven members from various parts of the community including business, conservation, residential , and design professionals.

Members discussed the spreadsheet that has been created to assess different issues brought up during the EAR discussions. It was decided that this information would be published by next week.

Public hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, spoke to the enforceability of the LDC. She also talked about affordable housing and transportation. She discussed being environmentally stable and that it is entwined with being Socially and economically sustainable.

Vice Mayor Kreger spoke about the PAB being a driving force behind planning and that implementation of the Comp Plan is key. He also discussed ways in which the Comp Plan can be enforced but that it is also contradictory in some circumstances.

Public hearing was closed.

6.2 Finalize Mapping Conflicts - Direction for Memo to City Commission

Members discussed ways to resolve the commercial versus residential zoning conflicts. They want to start by reaching out to the property owners. Ms. Gibson recommended bringing this approach to the next City Commission meeting.

6.3 Review October Boards Tracker

- Ms. Gibson commented that this information was there for the board members awareness.
- Ms. Robas asked about the HDC's actions regarding outdoor TV's.
- Member Stevenson asked about schoolboard involvement on the PAB.
- Member Bennett asked about current guidelines, pertaining to the COVID-19 Pandemic, regarding public
- events including the 2021 Shrimp Fest. City Attorney Bach addressed those concerns.
- Member Robas provided an update on the beach access subcommittee.

- Vice Mayor Kreger commented on affordable housing and defining it.

2. **PUBLIC COMMENT**
3. **ADJOURNMENT: 6:52**

_____ _____

Taylor Hartmann. Recording Secretary

Genece Minshew, Chair

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-46
Voluntary annexation of 3.78 acres of land

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-46 at First Reading.

SYNOPSIS: Applicants are seeking a voluntary annexation, assignment of City Future Land Use Map category of General Commercial, and corresponding zoning districts of C-1 and C-2 for parcels described in the ordinance title. The applicant has no pending or anticipated development plans. Their desire is to position the property in the City's jurisdiction for any future development consideration and to connect to City services as may be required.

CITY ATTORNEY COMMENTS: No additional comments.

Nicole Bednar, Administrative Services Manager	11/4/2020
Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020

Kelly M. Gibson, AICP

Submitted By: Kelly Gibson, AICP, Planning Director

Date: October 30, 2020

ORDINANCE 2020-46

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 3.78 ACRES OF LAND LOCATED AT 1440 AND 1420 SOUTH 14TH STREET, 1410 AND 1412 AND 1416 NECTARINE STREET, AND 1415 AND 1505 SOUTH 15TH STREET, CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of approximately 3.78 acres of land located at 1440 and 1420 S. 14th Street, 1410, 1412, and 1416 Nectarine Street, and 1415 and 1505 S. 15th Street contiguous to the City limits and identified in Exhibit "A" have requested annexation into the City of Fernandina Beach in exchange for water and sewer services; and

WHEREAS, the Planning Advisory Board reviewed the request for voluntary annexation application numbered PAB 2020-0012 at its October 14, 2020, meeting and recommended approval of the annexation; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on September 30, 2020; and

WHEREAS, City staff has reviewed the petition for voluntary annexation and has found that the petition bears the signatures of all the owners of the subject property or their authorized agent at such time that the petition was signed, the parcel is contiguous to the City boundary, is reasonably compact, does not create an enclave, will be used for urban services, and the City will be able to deliver urban services such as water, sewer, garbage, police and fire without decreasing the level of service currently provided to City residents; and

WHEREAS, the City Attorney has rendered a legal opinion that upon review, the annexation petition meets the requirements of Chapter 171 Florida Statutes; and

WHEREAS, after consideration of the application and evidence presented on such application thereon, the City Commission made the following findings:

a. That the Commission is empowered under Chapter 171, Florida Statutes to approve a request for voluntary annexation.

b. That the proposed annexation meets the requirements for voluntary annexation as required by Chapter 171.044 F.S., is contiguous to the municipal boundary, is reasonably compact, and does not create an enclave.

c. That the petitioner agrees to file for a Future Land Use Map (FLUM) amendment and a change in zoning district designation within six months of the date the City Commission approves the annexation.

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

SECTION 1. The following parcel of real property totaling approximately 3.78 acres of land located at 1440 and 1420 S. 14th Street, 1410, 1412, and 1416 Nectarine Street, and 1415 and 1505 S. 15th Street contiguous to the City limits and by map provided in Exhibit "A" are hereby annexed into the corporate limits of the City of Fernandina Beach, to wit.

SECTION 2. It is hereby deemed to be in the best interest of the City of Fernandina Beach that the land, above described, be annexed into and become a part of the City of Fernandina Beach. That upon adoption of this Ordinance, the boundary lines for the corporate limits of the City of Fernandina Beach shall be redefined so as to include the real property described above.

SECTION 3. This Ordinance shall be published in the Fernandina Beach News Leader once each week for two consecutive weeks, and that proof of publication of this Ordinance shall be filed herein prior to the final reading of this Ordinance.

ADOPTED this 15th day of December, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

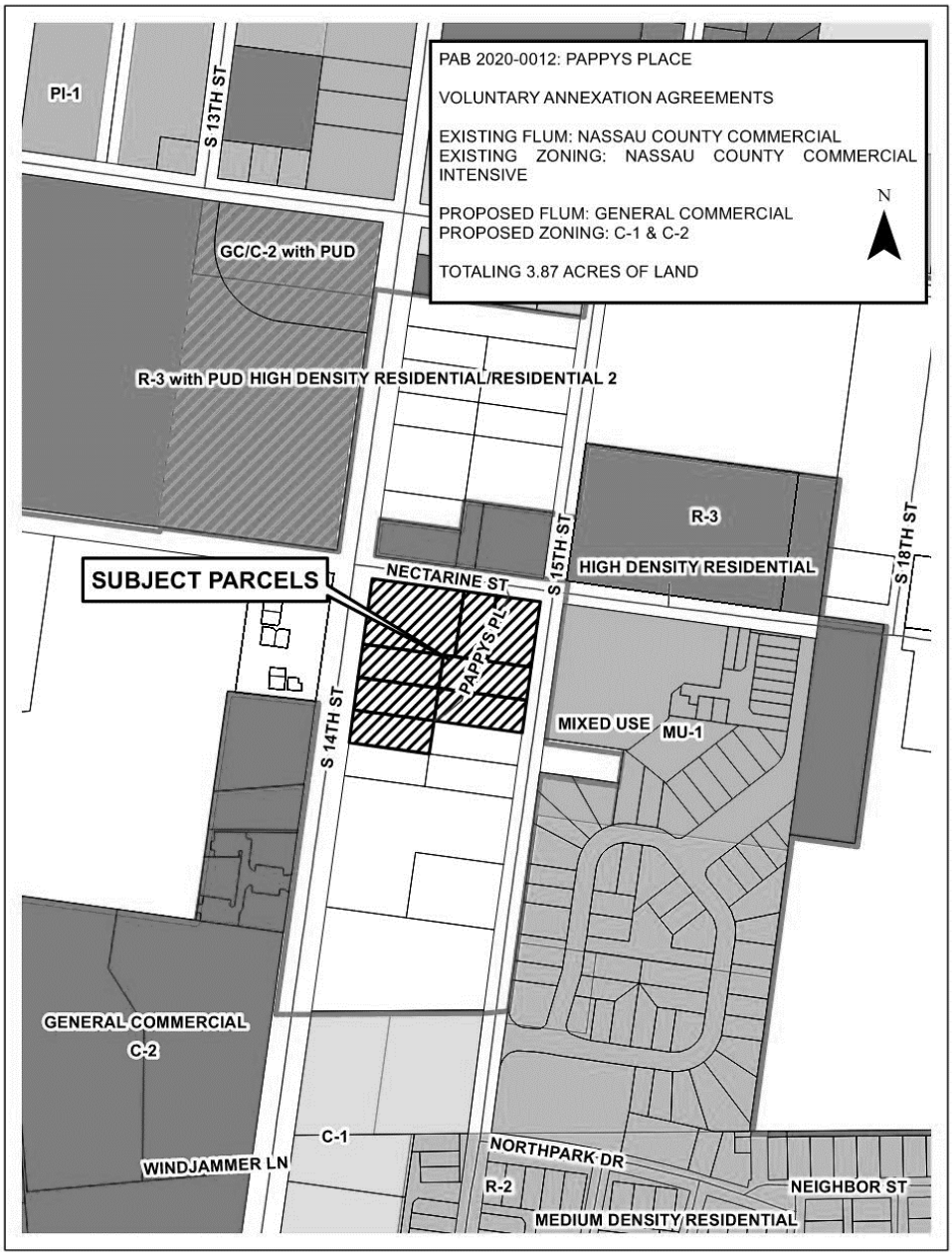


_____
TAMMI E. BACH
City Attorney

ORDINANCE 2020-46

EXHIBIT A

PAPPY'S LLP AND TOADFISH OF AMELIA, LLC, REQUESTS ANNEXATION OF PROPERTIES LOCATED AT 1440 & 1420 SOUTH 14TH STREET, 1410 / 1412 / 1416 NECTARINE STREET, 1415 & 1505 SOUTH 15TH STREET, ASSIGNMENT OF A FUTURE LAND USE MAP DESIGNATION OF GENERAL COMMERCIAL FOR ALL PROPERTIES INVOLVED AND ASSIGNMENT OF THE ZONING DISTRICTS OF C-1 FOR THE 4 LOTS/PARCELS ABUTTING S. 15TH STREET, PAPPY'S PLACE AND THE NORTH EAST CORNER OF NECTARINE STREET AND ASSIGNMENT OF THE C-2 ZONING DISTRICT FOR 4 LOTS/PARCELS ABUTTING S. 14TH STREET, TOTALING 3.87 ACRES OF LAND



STAFF REPORT
PAB 2020-0012 (AX, LU, CZ)
Planning Advisory Board Hearing
October 10, 2020

Kelly N. Gibson
Director

APPLICATION FOR VOLUNTARY ANNEXATION, LARGE-SCALE FUTURE LAND USE AND ZONING MAP

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Pappy's LLP (7 lots) and Toadfish of Amelia, LLC (1 lot)				
AGENT:	Teresa L. Prince, Law office of Tomassetti & Prince				
REQUESTED ACTION:	Annexation into the municipal limits of Fernandina Beach, Assignment of a future land use map designation of General Commercial for all properties involved and assignment of the zoning districts of C-1 for the 4 lots/parcels abutting S. 15th Street, Pappy's Place and the north east corner of Nectarine Street and assignment of the C-2 zoning district for 4 lots/parcels abutting S. 14th Street				
LOCATION:	1440 and 1420 S. 14th Street, 1409 Pappy's Place, 1410, 1412, 1416 Nectarine Street and 1415 and 1505 S. 15th Street and identified as parcel numbers: 00-00-31-1800-0267-0031; 00-00-31-1800-0267-0022; 00-00-31-1800-0267-0021; 00-00-31-1800-0267-0010; 00-00-31-1800-0267-0102; 00-00-31-1800-0267-0101; 00-00-31-1800-0267-0091; 00-00-31-1800-0267-0092				
CURRENT ZONING:	Nassau County Commercial Intensive				
CURRENT LAND USE:	Nassau County Commercial				
EXISTING USES ON SITE:	Utilities, SF Home (1236 sq. ft), Mobile Homes (732 sq. ft, 1152 sq.ft. 744 sq. ft., 672 sq. ft.), store/office (est.736 sq ft)				
PROPERTY SIZE:	3.87 acres				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Daycare/Preschool	1959	City: C-2	City: General Commercial
	South	Vacant Commercial	N/A	Nassau County Commercial Intensive	Nassau County Commercial
	East	Assisted Living and Coastal Oaks Subdivision	1997/ recent construction of SF homes	City: MU-1/ R-2	City: Mixed Use/ Medium Density Residential
	West	14th Street Professional Plaza	Unsure based on available PA Data	Nassau County Commercial Intensive	Nassau County Commercial

STAFF REPORT
PAB 2020-0012 (AX, LU, CZ)
Planning Advisory Board Hearing
October 10, 2020

Kelly N. Gibson
Director

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

Applicants are seeking a voluntary annexation, assignment of City Future Land Use Map category of General Commercial, and corresponding zoning districts of C-1 and C-2 for parcels described in the summary block herein. The applicant has no pending or anticipated development plans. Their desire is to position the property in the City's jurisdiction for any future development consideration and to connect to City services as may be required.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The subject parcels can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service as required by its Comprehensive Plan.

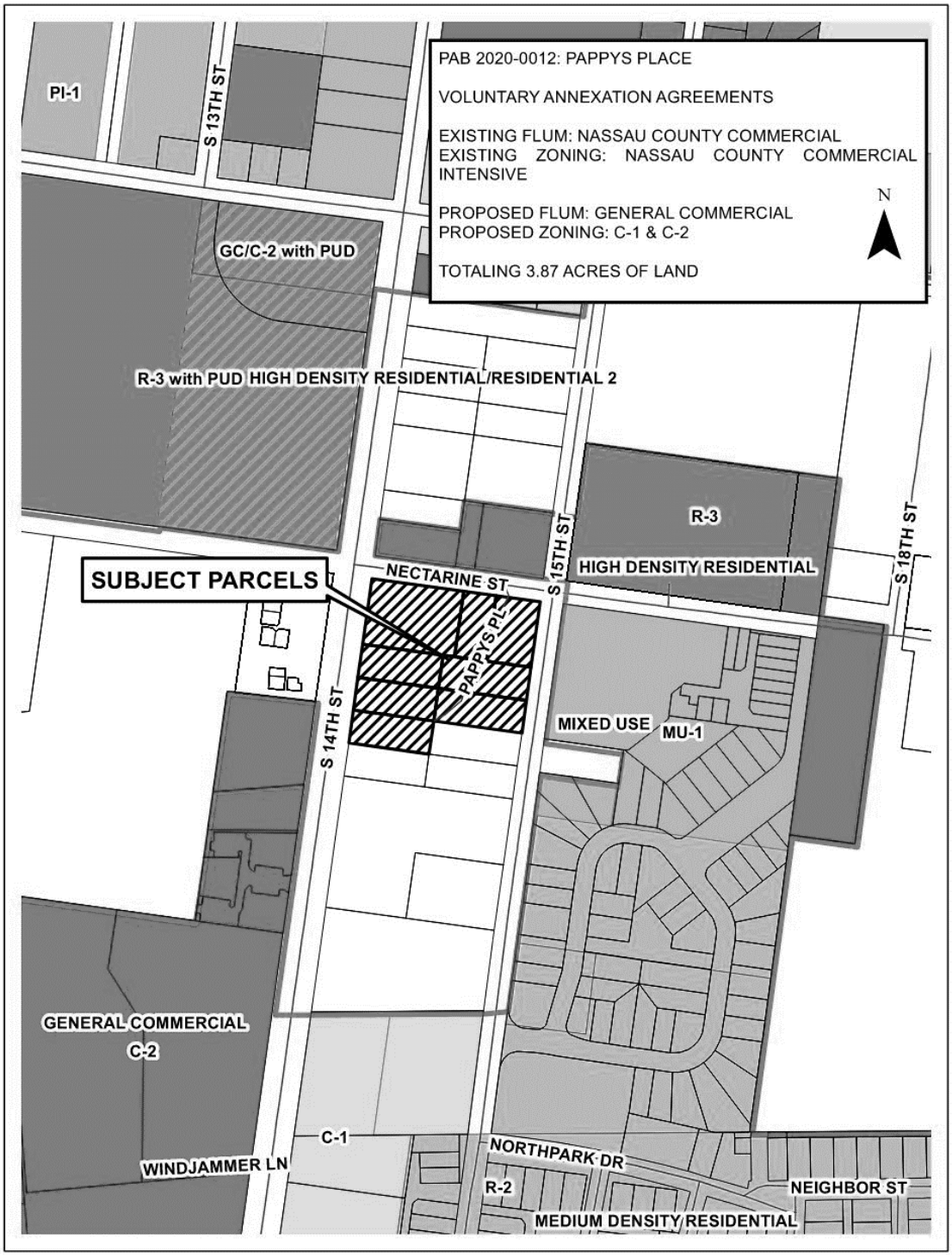
Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 11.01.07	√

CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) for parcels /lots abutting S. 15th Street and at the corner of S. 15th Street and Nectarine Street and General Commercial (C-2) for parcels abutting S. 14th Street. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for November 17th, 2020.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2020-0012 to the City Commission requesting that a voluntary annexation, assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) and General Commercial (C-2) zoning districts as described be **(approved or denied)** and that PAB case 2020-0012, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.


PAB 2020-0012: PAPPYS PLACE
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY COMMERCIAL INTENSIVE
PROPOSED FLUM: GENERAL COMMERCIAL
PROPOSED ZONING: C-1 & C-2
TOTALING 3.87 ACRES OF LAND
N
PI-1
S 13TH ST
GC/C-2 with PUD
R-3 with PUD HIGH DENSITY RESIDENTIAL/RESIDENTIAL 2
R-3
HIGH DENSITY RESIDENTIAL
S 15TH ST
S 18TH ST
SUBJECT PARCELS
NECTARINE ST
PAPPYS PL
S 14TH ST
MIXED USE
MU-1
GENERAL COMMERCIAL
C-2
C-1
WINDJAMMER LN
NORTHPARK DR
R-2
NEIGHBOR ST
MEDIUM DENSITY RESIDENTIAL

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING - VIRTUAL
OCTOBER 14, 2020

1. CALL TO ORDER

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Genece Minshew (Chair)	(Physical)	Mark Bennett	(Physical)
Jenny Schaffer (Vice-Chair)	(Virtual)	Peter Stevenson	(Physical)
Victoria Robas	(Physical)	John Boylan	(Physical)
Barbara Gingher	(Virtual)		

MEMBERS ABSENT:

OTHERS PRESENT:

Jacob Platt, City Planner (Physical Presence)
Kelly Gibson, Planning Director (Physical Presence)
Sylvie McCann, Recording Secretary (Physical Presence)
Taylor Hartmann, Recording Secretary (Physical Presence)

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of September 9, 2020.

3.2 Approval of Minutes for the Regular Meeting of July 22, 2020.

3.3 Approval of Minutes for the Special Meeting of September 23, 2020.

ACTION TAKEN: A motion was made by Member Gingher, seconded by Member Stevenson, to approve the minutes as presented with the following corrections made by Member Stevenson; on July 22, Pg. 2 'where' changed to 'were' and change 'Regular Meeting' to 'Special Meeting'; Sept 9 change 'Peterson' to Stevenson' in multiple locations, and 'Ms. Whittaker should contact…'.

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

4. OLD BUSINESS

5. NEW BUSINESS

5.1 PAB 2020-0011 - EMILY VAUGHN & WILLIAM BARNETT, 3001 S. 14TH STREET
Voluntary Annexation, Future Land Use Map Amendment, and Zoning Change.

Mr. Platt presented the case as a single-family residence on approximately 1/2 acre. Applicants wanted to annex after reading information in the local newspaper and due to neighbors also joining. Staff recommends approval.

No comments by board members were made.

Public hearing was opened and closed with no comments being made.

ACTION TAKEN: A motion was made by Member Robas, seconded by Member Stevenson to recommend approval of PAB case 2020-0011 to the City Commission as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

5.2 PAB 2020-0012 - TERESA PRINCE, TOMASSETTI & PRINCE, AGENT FOR PAPPY'S LLP / TOADFISH OF AMELIA LLC, 1440 & 1420 SOUTH 14TH STREET, 1410 / 1412 / 1416 NECTARINE STREET, 1415 & 1505 SOUTH 15TH STREET
Voluntary Annexation, Land Use Map Amendment and Zoning Map Amendment.

Mr. Platt introduced the case as four parcels with a C-2 zoning designation. Staff recommends approval.

Member Schaffer questioned whether the roadway outside Pappy's would be the city's responsibility. Mr. Platt confirmed that it is private property.

Member Stevenson questioned whether items including a large antenna on the property and various piles of materials for sale would require intervention from the city and/or any type of response from code enforcement. Mr. Platt explained that these specific instances would be grandfathered into the existing outside storage and sales provisions code.

Public hearing was opened.

Teresa Prince of Tomassetti and Prince, 406 Ash Street, spoke as agent for the applicants. She gave a brief history of the property's historical zoning classifications and stated that it is currently commercial intensive.

A Zoom question was presented by Member Schaffer: What would happen to the people who are currently renting homes on the property requesting annexation? Ms. Tomassetti and members discussed that current leases will be respected and if they are ever removed in the future then the property would return to commercial zoning.

Member Stevenson asked about the effect of storms and how potential damage to the current mobile homes would affect their current non-conforming use status.

Elizabeth Anne Cuban of 4615 Philips Manor Place, spoke about mobile homes being an answer to affordable housing and the city taking action by adjusting the zoning to support it.

Mr. Platt spoke to the reasoning behind following the Future Land Use Map and due to the zoning of surrounding areas, they feel that the current commercial zone classification is most appropriate. Ms. Prince spoke again and concurred with Mr. Platt's assessment.

Member Stevenson asked about residents having to connect to city water/sewer and the costs associated with it.

Public hearing was closed.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Stevenson to recommend approval of PAB case 2020-0012 to the City Commission as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

6. BOARD BUSINESS

6.1 Discuss Next Steps with Comprehensive Plan and Land Development Code Revisions Process: 1. Consensus on tasks completed by staff vs. consultant, 2. Consensus on basic scope of work

Ms. Gibson presented a continuation of the September 23rd special meeting conversation. Takeaways from the previous meeting include stakeholder involvement, the amount of effort put in by individual board members, and understanding the key issues resulting in the EAR meetings during April and May of 2020. She also spoke about clearly defining the roles and involvement of members. Ms. Gibson proposed the formation of an advisory group, under the city manager and in coordination with the planning and conservation Department, that would be comprised of five to seven members from various parts of the community including business, conservation, residential , and design professionals.

Members discussed the spreadsheet that has been created to assess different issues brought up during the EAR discussions. It was decided that this information would be published by next week.

Public hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, spoke to the enforceability of the LDC. She also talked about affordable housing and transportation. She discussed being environmentally stable and that it is entwined with being Socially and economically sustainable.

Vice Mayor Kreger spoke about the PAB being a driving force behind planning and that implementation of the Comp Plan is key. He also discussed ways in which the Comp Plan can be enforced but that it is also contradictory in some circumstances.

Public hearing was closed.

6.2 Finalize Mapping Conflicts - Direction for Memo to City Commission

Members discussed ways to resolve the commercial versus residential zoning conflicts. They want to start by reaching out to the property owners. Ms. Gibson recommended bringing this approach to the next City Commission meeting.

6.3 Review October Boards Tracker

- Ms. Gibson commented that this information was there for the board members awareness.
- Ms. Robas asked about the HDC's actions regarding outdoor TV's.
- Member Stevenson asked about schoolboard involvement on the PAB.
- Member Bennett asked about current guidelines, pertaining to the COVID-19 Pandemic, regarding public
- events including the 2021 Shrimp Fest. City Attorney Bach addressed those concerns.
- Member Robas provided an update on the beach access subcommittee.

- Vice Mayor Kreger commented on affordable housing and defining it.

2. **PUBLIC COMMENT**
3. **ADJOURNMENT: 6:52**

_____ _____

Taylor Hartmann. Recording Secretary

Genece Minshew, Chair

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-47
Future Land Use Map Change to General Commercial (GC) for 3.87 acres of land.

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-47 at First Reading.

SYNOPSIS: Applicants are seeking a voluntary annexation, assignment of City Future Land Use Map category of General Commercial, and corresponding zoning districts of C-1 and C-2 for parcels described in the Ordinance title. The applicant has no pending or anticipated development plans. Their desire is to position the property in the City's jurisdiction for any future development consideration and to connect to City services as may be required.

CITY ATTORNEY COMMENTS: No additional comments.

Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020



Submitted By: Nicole Bednar, Administrative Services Manager

Date: November 03, 2020

ORDINANCE 2020-47

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR 3.87 ACRES OF LAND LOCATED AT 1440 AND 1420 S. 14TH STREET, 1409 PAPPY'S PLACE, 1410, 1412, 1416 NECTARINE STREET AND 1415 AND 1505 S. 15TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed and held a public hearing on October 14, 2020, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on September 30, 2020.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the future land use map changes. The properties identified for this change of the Future Land Use Map to City of Fernandina Beach General Commercial (GC) for properties located and identified by map exhibit attached hereto as Exhibit "A".

SECTION 2. FUTURE LAND USE MAP CHANGE. For the property in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit "A":

- From Commercial to City of Fernandina Beach General Commercial (GC).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ENACTED this 15th day of December, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

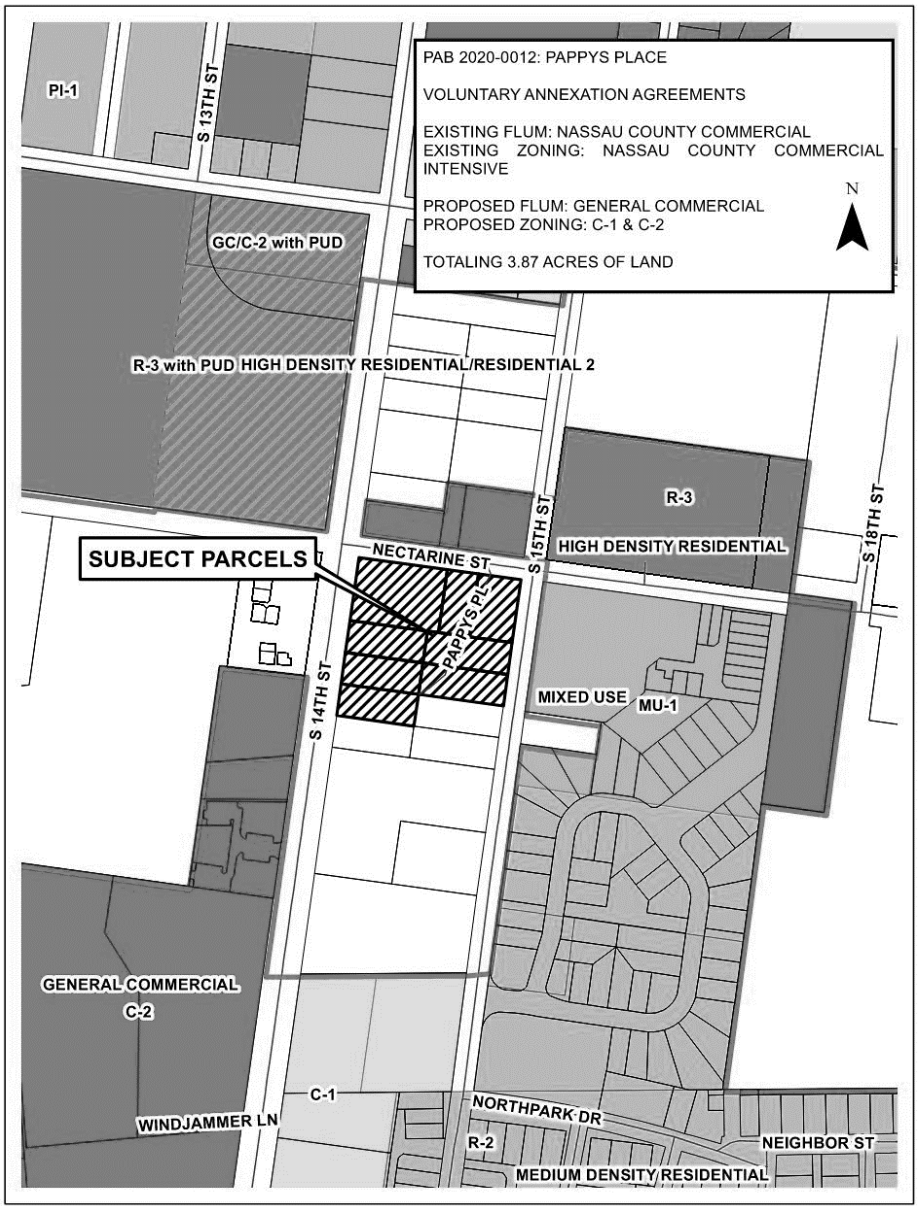


_____
TAMMI E. BACH
City Attorney

ORDINANCE 2020-47

EXHIBIT A

PAPPY'S LLP AND TOADFISH OF AMELIA, LLC, REQUESTS ANNEXATION OF PROPERTIES LOCATED AT 1440 & 1420 SOUTH 14TH STREET, 1410 / 1412 / 1416 NECTARINE STREET, 1415 & 1505 SOUTH 15TH STREET, ASSIGNMENT OF A FUTURE LAND USE MAP DESIGNATION OF GENERAL COMMERCIAL FOR ALL PROPERTIES INVOLVED AND ASSIGNMENT OF THE ZONING DISTRICTS OF C-1 FOR THE 4 LOTS/PARCELS ABUTTING S. 15TH STREET, PAPPY'S PLACE AND THE NORTH EAST CORNER OF NECTARINE STREET AND ASSIGNMENT OF THE C-2 ZONING DISTRICT FOR 4 LOTS/PARCELS ABUTTING S. 14TH STREET, TOTALING 3.87 ACRES OF LAND



STAFF REPORT
PAB 2020-0012 (AX, LU, CZ)
Planning Advisory Board Hearing
October 10, 2020

Kelly N. Gibson
Director

APPLICATION FOR VOLUNTARY ANNEXATION, LARGE-SCALE FUTURE LAND USE AND ZONING MAP

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Pappy's LLP (7 lots) and Toadfish of Amelia, LLC (1 lot)				
AGENT:	Teresa L. Prince, Law office of Tomassetti & Prince				
REQUESTED ACTION:	Annexation into the municipal limits of Fernandina Beach, Assignment of a future land use map designation of General Commercial for all properties involved and assignment of the zoning districts of C-1 for the 4 lots/parcels abutting S. 15th Street, Pappy's Place and the north east corner of Nectarine Street and assignment of the C-2 zoning district for 4 lots/parcels abutting S. 14th Street				
LOCATION:	1440 and 1420 S. 14th Street, 1409 Pappy's Place, 1410, 1412, 1416 Nectarine Street and 1415 and 1505 S. 15th Street and identified as parcel numbers: 00-00-31-1800-0267-0031; 00-00-31-1800-0267-0022; 00-00-31-1800-0267-0021; 00-00-31-1800-0267-0010; 00-00-31-1800-0267-0102; 00-00-31-1800-0267-0101; 00-00-31-1800-0267-0091; 00-00-31-1800-0267-0092				
CURRENT ZONING:	Nassau County Commercial Intensive				
CURRENT LAND USE:	Nassau County Commercial				
EXISTING USES ON SITE:	Utilities, SF Home (1236 sq. ft), Mobile Homes (732 sq. ft, 1152 sq.ft. 744 sq. ft., 672 sq. ft.), store/office (est.736 sq ft)				
PROPERTY SIZE:	3.87 acres				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Daycare/Preschool	1959	City: C-2	City: General Commercial
	South	Vacant Commercial	N/A	Nassau County Commercial Intensive	Nassau County Commercial
	East	Assisted Living and Coastal Oaks Subdivision	1997/ recent construction of SF homes	City: MU-1/ R-2	City: Mixed Use/ Medium Density Residential
	West	14th Street Professional Plaza	Unsure based on available PA Data	Nassau County Commercial Intensive	Nassau County Commercial

STAFF REPORT
PAB 2020-0012 (AX, LU, CZ)
Planning Advisory Board Hearing
October 10, 2020

Kelly N. Gibson
Director

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

Applicants are seeking a voluntary annexation, assignment of City Future Land Use Map category of General Commercial, and corresponding zoning districts of C-1 and C-2 for parcels described in the summary block herein. The applicant has no pending or anticipated development plans. Their desire is to position the property in the City's jurisdiction for any future development consideration and to connect to City services as may be required.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The subject parcels can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service as required by its Comprehensive Plan.

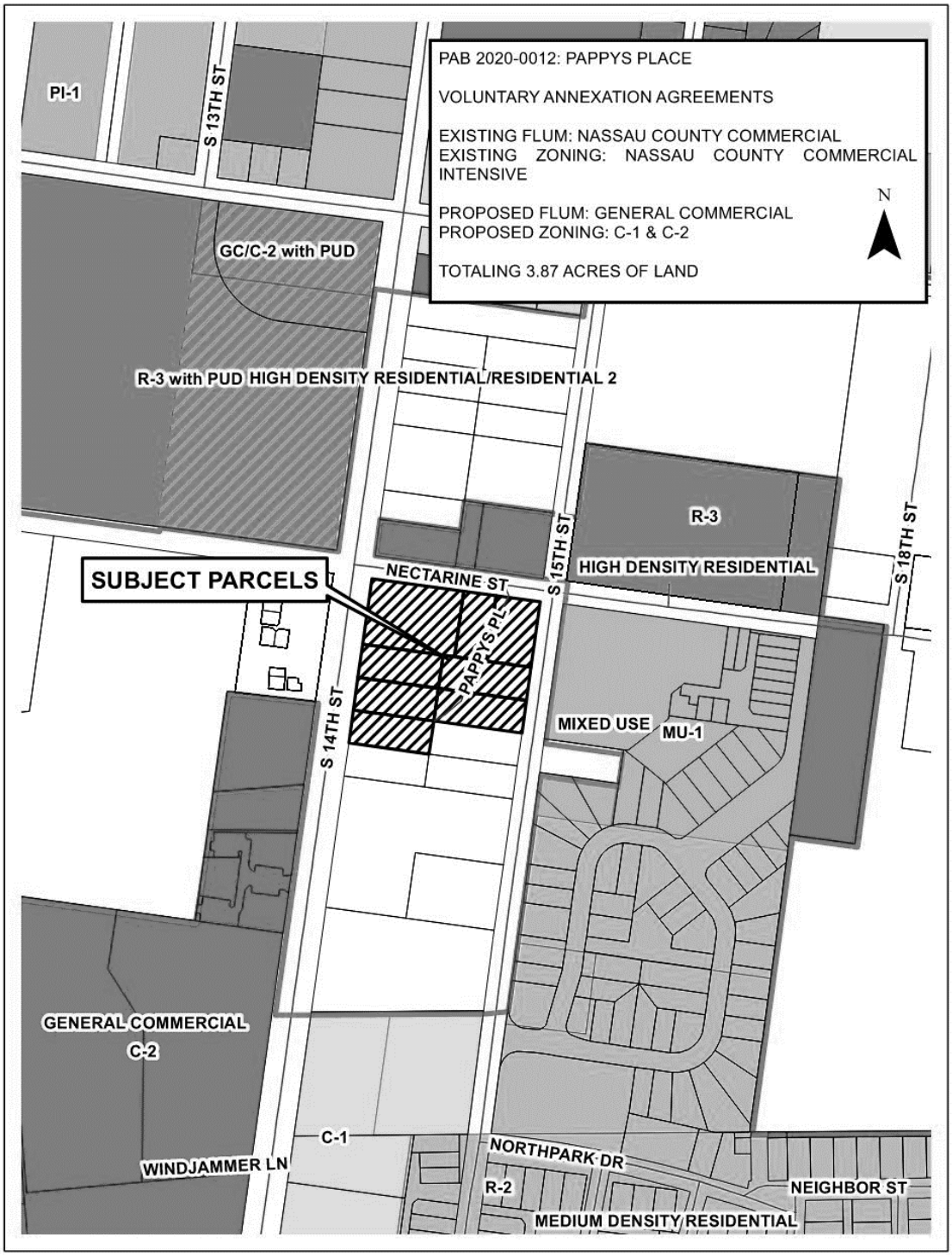
Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 11.01.07	√

CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) for parcels /lots abutting S. 15th Street and at the corner of S. 15th Street and Nectarine Street and General Commercial (C-2) for parcels abutting S. 14th Street. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for November 17th, 2020.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2020-0012 to the City Commission requesting that a voluntary annexation, assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) and General Commercial (C-2) zoning districts as described be **(approved or denied)** and that PAB case 2020-0012, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.


PAB 2020-0012: PAPPYS PLACE
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY COMMERCIAL INTENSIVE
PROPOSED FLUM: GENERAL COMMERCIAL
PROPOSED ZONING: C-1 & C-2
TOTALING 3.87 ACRES OF LAND
N
PI-1
S 13TH ST
GC/C-2 with PUD
R-3 with PUD HIGH DENSITY RESIDENTIAL/RESIDENTIAL 2
R-3
HIGH DENSITY RESIDENTIAL
S 15TH ST
S 18TH ST
SUBJECT PARCELS
NECTARINE ST
PAPPYS PL
S 14TH ST
MIXED USE
MU-1
GENERAL COMMERCIAL
C-2
C-1
WINDJAMMER LN
NORTHPARK DR
R-2
NEIGHBOR ST
MEDIUM DENSITY RESIDENTIAL

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING - VIRTUAL
OCTOBER 14, 2020

1. CALL TO ORDER

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Genece Minshew (Chair)	(Physical)	Mark Bennett	(Physical)
Jenny Schaffer (Vice-Chair)	(Virtual)	Peter Stevenson	(Physical)
Victoria Robas	(Physical)	John Boylan	(Physical)
Barbara Gingher	(Virtual)		

MEMBERS ABSENT:

OTHERS PRESENT:

Jacob Platt, City Planner (Physical Presence)
Kelly Gibson, Planning Director (Physical Presence)
Sylvie McCann, Recording Secretary (Physical Presence)
Taylor Hartmann, Recording Secretary (Physical Presence)

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of September 9, 2020.

3.2 Approval of Minutes for the Regular Meeting of July 22, 2020.

3.3 Approval of Minutes for the Special Meeting of September 23, 2020.

ACTION TAKEN: A motion was made by Member Gingher, seconded by Member Stevenson, to approve the minutes as presented with the following corrections made by Member Stevenson; on July 22, Pg. 2 'where' changed to 'were' and change 'Regular Meeting' to 'Special Meeting'; Sept 9 change 'Peterson' to Stevenson' in multiple locations, and 'Ms. Whittaker should contact…'.

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

4. OLD BUSINESS

5. NEW BUSINESS

5.1 PAB 2020-0011 - EMILY VAUGHN & WILLIAM BARNETT, 3001 S. 14TH STREET
Voluntary Annexation, Future Land Use Map Amendment, and Zoning Change.

Mr. Platt presented the case as a single-family residence on approximately 1/2 acre. Applicants wanted to annex after reading information in the local newspaper and due to neighbors also joining. Staff recommends approval.

No comments by board members were made.

Public hearing was opened and closed with no comments being made.

ACTION TAKEN: A motion was made by Member Robas, seconded by Member Stevenson to recommend approval of PAB case 2020-0011 to the City Commission as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

5.2 PAB 2020-0012 - TERESA PRINCE, TOMASSETTI & PRINCE, AGENT FOR PAPPY'S LLP / TOADFISH OF AMELIA LLC, 1440 & 1420 SOUTH 14TH STREET, 1410 / 1412 / 1416 NECTARINE STREET, 1415 & 1505 SOUTH 15TH STREET
Voluntary Annexation, Land Use Map Amendment and Zoning Map Amendment.

Mr. Platt introduced the case as four parcels with a C-2 zoning designation. Staff recommends approval.

Member Schaffer questioned whether the roadway outside Pappy's would be the city's responsibility. Mr. Platt confirmed that it is private property.

Member Stevenson questioned whether items including a large antenna on the property and various piles of materials for sale would require intervention from the city and/or any type of response from code enforcement. Mr. Platt explained that these specific instances would be grandfathered into the existing outside storage and sales provisions code.

Public hearing was opened.

Teresa Prince of Tomassetti and Prince, 406 Ash Street, spoke as agent for the applicants. She gave a brief history of the property's historical zoning classifications and stated that it is currently commercial intensive.

A Zoom question was presented by Member Schaffer: What would happen to the people who are currently renting homes on the property requesting annexation? Ms. Tomassetti and members discussed that current leases will be respected and if they are ever removed in the future then the property would return to commercial zoning.

Member Stevenson asked about the effect of storms and how potential damage to the current mobile homes would affect their current non-conforming use status.

Elizabeth Anne Cuban of 4615 Philips Manor Place, spoke about mobile homes being an answer to affordable housing and the city taking action by adjusting the zoning to support it.

Mr. Platt spoke to the reasoning behind following the Future Land Use Map and due to the zoning of surrounding areas, they feel that the current commercial zone classification is most appropriate. Ms. Prince spoke again and concurred with Mr. Platt's assessment.

Member Stevenson asked about residents having to connect to city water/sewer and the costs associated with it.

Public hearing was closed.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Stevenson to recommend approval of PAB case 2020-0012 to the City Commission as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

6. BOARD BUSINESS

6.1 Discuss Next Steps with Comprehensive Plan and Land Development Code Revisions Process: 1. Consensus on tasks completed by staff vs. consultant, 2. Consensus on basic scope of work

Ms. Gibson presented a continuation of the September 23rd special meeting conversation. Takeaways from the previous meeting include stakeholder involvement, the amount of effort put in by individual board members, and understanding the key issues resulting in the EAR meetings during April and May of 2020. She also spoke about clearly defining the roles and involvement of members. Ms. Gibson proposed the formation of an advisory group, under the city manager and in coordination with the planning and conservation Department, that would be comprised of five to seven members from various parts of the community including business, conservation, residential , and design professionals.

Members discussed the spreadsheet that has been created to assess different issues brought up during the EAR discussions. It was decided that this information would be published by next week.

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Margaret Kirkland, 1377 Plantation Point Drive, spoke to the enforceability of the LDC. She also talked about affordable housing and transportation. She discussed being environmentally stable and that it is entwined with being Socially and economically sustainable.

Vice Mayor Kreger spoke about the PAB being a driving force behind planning and that implementation of the Comp Plan is key. He also discussed ways in which the Comp Plan can be enforced but that it is also contradictory in some circumstances.

Public hearing was closed.

6.2 Finalize Mapping Conflicts - Direction for Memo to City Commission

Members discussed ways to resolve the commercial versus residential zoning conflicts. They want to start by reaching out to the property owners. Ms. Gibson recommended bringing this approach to the next City Commission meeting.

6.3 Review October Boards Tracker

- Ms. Gibson commented that this information was there for the board members awareness.
- Ms. Robas asked about the HDC's actions regarding outdoor TV's.
- Member Stevenson asked about schoolboard involvement on the PAB.
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- events including the 2021 Shrimp Fest. City Attorney Bach addressed those concerns.
- Member Robas provided an update on the beach access subcommittee.

- Vice Mayor Kreger commented on affordable housing and defining it.

2. **PUBLIC COMMENT**
3. **ADJOURNMENT: 6:52**

_____ _____

Taylor Hartmann. Recording Secretary

Genece Minshew, Chair

Law Office of
TOMASSETTI & PRINCE

August 27, 2020

Teresa L. Prince, Esq.
A. Jeffrey Tomassetti, of Counsel

Kelly Gibson, Planning Director
Planning & Conservation
City of Fernandina Beach, Florida
204 Ash Street
Fernandina Beach, FL 32034

Letter of Intent

Re: Applicant Rezoning and FLUM Amendment

Dear Mrs. Gibson:

Owners, Pappy's, LLP, a Florida limited liability partnership, and Toadfish of Amelia, LLC, a Florida limited liability company, own eight (8) parcels located on South 14th Street, Nectarine Street and South 15th Street. Toadfish of Amelia, LLC, owns parcel 1412 Nectarine Street, Parcel ID 00-00-31-1800-0267-0010. Pappy's, LLP, owns the seven remaining parcels as follows:

Parcel ID	Address
00-00-31-1800-0267-0102	1410 Nectarine Street
00-00-31-1800-0267-0101	1416 Nectarine Street
00-00-31-1800-0267-0021	1409 Pappys Place
00-00-31-1800-0267-0091	1415 S. 15th Street
00-00-31-1800-0267-0022	1420 S. 14th Street
00-00-31-1800-0267-0092	1505 S. 15th Street
00-00-31-1800-0267-0031	1440 S. 14th Street

These parcels are currently zoned as Commercial Intensive under the Nassau County Land Development Code and have a Future Land Use Map Designation of Commercial under the Nassau County Future Land Use Map. The applicants request that the City of Fernandina Beach annex all 8 lots into the City of Fernandina Beach and assign a General Commercial Future Land Use Map designation to each of the 8 lots. The Applicants further requests that a C-1, Community Commercial zoning designation be assigned to Parcel ID numbers 00-00-31-1800-0267-0102, 00-00-31-1800-0267-0101, 00-00-31-1800-0267-0091, and 00-00-31-1800-0267-0092, and a C-2, General Commercial zoning designation be assigned for the 4 lots which immediately abut 14th Street with Parcel ID numbers 00-00-31-1800-0267-0010, 00-00-31-1800-0267-0021, 00-00-31-1800-0267-0022 and 00-00-31-1800-0267-0031.

The three parcels which abut Nectarine Street (1412 Nectarine Street, 1410 Nectarine Street and 1416 Nectarine Street) are contiguous to the City of Fernandina Beach. Further, the two parcels which abut South 15th Street (1415 S. 15th Street and 1505 S. 15th Street) are also contiguous to the City of Fernandina Beach. All eight (8) parcels are immediately contiguous to one another and the parcel at 1440 S. 14th Street is also immediately contiguous to the City of Fernandina Beach. Therefore, each parcel meets the requirements to be annexed into the City of Fernandina Beach. All parcels are immediately surrounded by C-2, General Commercial

zoning district, and MU-1 zoning district within the City of Fernandina Beach. Further, parcels within the same block which are still within Nassau County boundaries are also zoned as Commercial Intensive. Therefore, the Applicants' requests for a rezoning and Future Land Use Map amendment are consistent with the surrounding area and the development pattern of the area.

Each of the 8 lots which are part of this application are less than 10 acres and the total combined acreage of all 8 lots is less than 10 acres.

The Applicants propose to be annexed into the City of Fernandina Beach in order to make water and sewer available to the subject property which meets the goals of the Public Facilities Element of the Comprehensive Plan to limit the use of septic tanks and connect properties to the central wastewater treatment system.

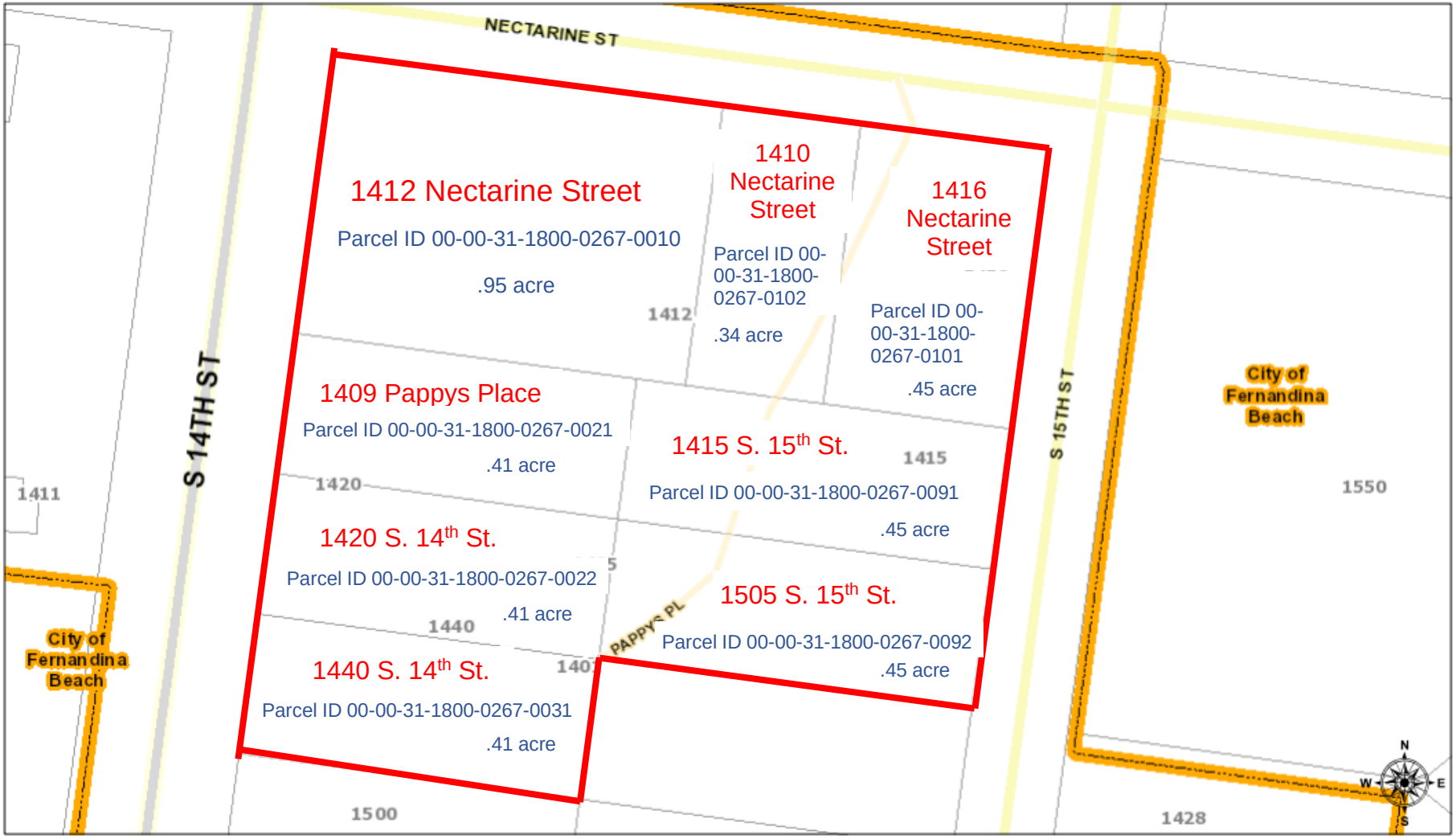
Please see the attachments to the online application which are a map of the area, a zoning map of the area, proof of ownership and property appraiser record information on each parcel.

Sincerely,
TOMASSETTI & PRINCE

Teresa L. Prince, for the firm

TLP/jmh

Subject Parcels



August 19, 2020

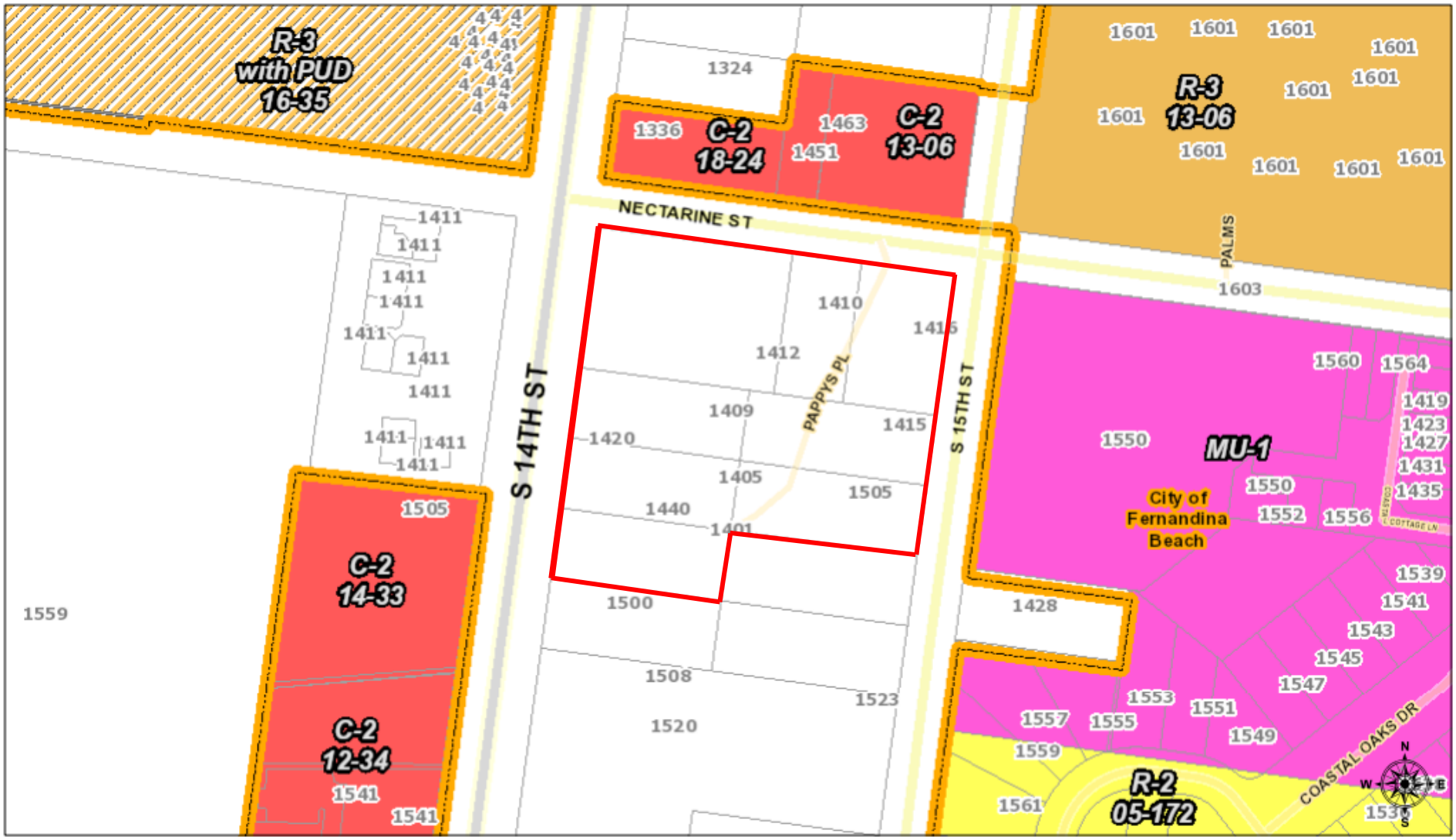
1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

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

Zoning Around Subject Parcels



August 25, 2020

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

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

THIS INSTRUMENT PREPARED BY:

OLDE TOWNE TITLE COMPANY
21 NORTH 3RD STREET
FERNANDINA BEACH, FLORIDA 32034

RECORD AND RETURN TO:
OLDE TOWNE TITLE COMPANY
21 NORTH 3RD STREET
FERNANDINA BEACH, FLORIDA 32034

RE PARCEL ID #: **00-00-31-1800-0267-0021**
BUYER'S TIN:

Doc# 200104998
Book: 972
Pages: 1666 - 1667
Filed & Recorded
02/28/2001 03:26:25 PM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
DEED DOC STAMP $ 2,800.00
RECORDING $ 9.00
TRUST FUND $ 1.50

PERSONAL REPRESENTATIVE'S DEED

1050
2800.00

THIS INDENTURE, without power of sale under will, is made this **27th day of February, 2001** by **The Estate of Linton Lee, deceased under Probat Case #99-019-CP of Nassau County, Florida.** hereinafter called Grantor, and whose address is **c/o 406 Ash Street, Fernandina Beach, Fl. 32034** to **Pappy's L.L.P. a Florida Limited Liability Partnership,** hereinafter called Grantee and whose address is **26 South 6th Street, Fernandina Beach, Fl. 32034.**

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

OTC 01-802

THAT Grantor, pursuant to Court Order dated **February 20, 2001** entered in the Circuit Court of **Nassau** County, **Florida,** Case Number **99-019-CP,** and in consideration of the sum of Ten and NO/100 Dollars and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee the following described land situate, lying and being in **Nassau** County, **Florida,** to wit:

All of that certain piece, parcel or tract of land lying and being in the City of Fernandina Beach, formerly Fernandina, according to plat of said City 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, and being further described as: All of Lot Two (2), Nine (9), Ten (10) (Except the Westerly 30 feet thereof; and The North One-half (N 1/2) of Lot Three (3), in Block Two Hundred sixty-seven (267) CITY OF FERNANDINA BEACH, FLORIDA.

The real property described in this instrument is not the constitutional homestead nor the primary physical residence of the Grantor.

SUBJECT TO taxes accruing subsequent to December 31, **2000.**
SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference thereto shall not operate to reimpose same.
TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.
TO HAVE AND TO HOLD the same in fee simple forever.
AND Grantor hereby covenants to and with said Grantee that Grantor is the duly appointed, qualified and acting Personal Representative as aforesaid, and in all things preliminary to and in and about the sale and conveyance of the property described herein, the orders of the above named court, and the laws of the State of Florida have been followed and complied with in all respects, and that the undersigned Grantor has the full power and authority to execute this deed for the uses and purposes herein expressed; and that said land is free of all encumbrances.

Form Software by Automated Real Estate Services, Inc. 1-800-330-1295

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature

Witness Printed Signature

Witness Signature

Witness Printed Signature

A. Jeffrey Tomassetti
Personal Representative of the
Estate of Linton Lee, Deceased

STATE OF **FLORIDA**
COUNTY OF **NASSAU**

The foregoing instrument was acknowledged before me this **27th day of February, 2001** by **A. Jeffrey Tomassetti, as Personal Representative of the The Estate of Linton Lee, deceased under Probate Case #99-019-CP of Nassau County, Florida..** He/She is personally known to me or has produced _____ as identification.

Notary Public, State and County Aforesaid

Notary Signature

Notary Printed Signature

Pamela L. Foster
MY COMMISSION EXPIRES
February 23, 2003
#CC790259
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

(Title or Rank)

(Serial No., if any)

Form Software by Automated Real Estate Services, Inc. 1-800-330-1295

INSTR # 201505201, Book 1964, Page 15 Doc Type D, Pages 3, Recorded 02/23/2015 at 03:02 PM, John A Crawford, Nassau County Clerk of Circuit Court, Rec. Fee $27.00 Deed Doc Stamps. $0.70

This instrument was prepared by Clyde W. Davis, Attorney at Law, 960185 Gateway Blvd., Ste. 104, Fernandina Beach, Florida. Title to the Lands described herein has not been examined by me and no warranty or representation; expressed or implied, is given as to the marketability or condition of the title to the property, the quantity of lands included therein, the location of the boundaries, existence of liens, encumbrances or any unpaid taxes.

QUIT-CLAIM DEED

Recd: 27.00 .70 27.70 Stamps

THIS INDENTURE, executed this 18th day of February 2015, between **AMELIA RIVER FARMS GROUP, LLC,** a Florida limited liability company, whose mailing address is 26 South 5th Street, Fernandina Beach, Florida 32034, Party of the First Part, GRANTOR, and **TOADFISH OF AMELIA, LLC,** a Florida limited liability company, whose address is 26 South 5th Street, Fernandina Beach, Florida 32034, Party of the Second Part, GRANTEE.

WITNESSETH: The Party of the First Part, for **ONE DOLLAR**, the sufficiency and receipt of all of which is hereby acknowledged, has remised, released, and quit-claimed and by these presents does remise, release, and quit-claim all of its right, title, claim, equity and interest unto the said Party of the Second Part and its successors, and assigns forever, in and to the following described land, situate, lying and being in the County of Nassau, State of Florida, to-wit:

SEE EXHIBIT "A" attached hereto and by this reference made a part hereof.

PARCEL I.D. NUMBER: 00-00-31-1800-0267-0010

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and in all the estate, right, title, interest, lien, equity and claim whatsoever of the said Parties of the First Part, either in law or in equity, to the only proper use, benefit, and behoof of the said Party of the Second Part, its heirs, successors, and legal assigns forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be issued in its name and its seal affixed hereunto by its proper officers thereunto fully authorized, the day and year first above written.

AMELIA RIVER FARMS GROUP, LLC

BY: _____

S. Perry Penland, Jr., Its Managing Member
26 South 5th Street
Fernandina Beach, FL 32034

Signed, sealed and delivered
in the presence of:

WITNESS: **Clyde W. Davis**
PRINT NAME BELOW SIGNATURE

WITNESS: **Donna L. Rowland**
PRINT NAME BELOW SIGNATURE

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 18th day of February, 2015, by an officer duly authorized to take acknowledgments, by S. Perry Penland, Jr., well known to me and known to me to be the Managing Member of **AMELIA RIVER FARMS GROUP, LLC**, named as Grantor in the foregoing deed who acknowledged executing the same in the presence of the two subscribing witnesses freely and voluntarily under authority duly vested in him by the company who produced _____ as identification and who did not take an oath.

DONNA L. ROWLAND
MY COMMISSION # FF 148007
EXPIRES: August 31, 2018
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, STATE OF:
PRINT NAME:
MY COMMISSION EXPIRES:

EXHIBIT "A"

All that certain lot, piece or parcel of land situate, lying and being in the City of Fernandina Beach (formerly Fernandina) County of Nassau and State of Florida and being further described according to the Official Map or 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 as:

The Westerly 140.0 feet of the Easterly 210.0 feet of Lot One (1), Block Two Hundred Sixty-seven (267) and the Easterly 70.0 feet of Lot One (1) and the Westerly 30.0 feet of Lot Ten (10), Block Two Hundred Sixty-seven (267), City of Fernandina Beach, Florida.

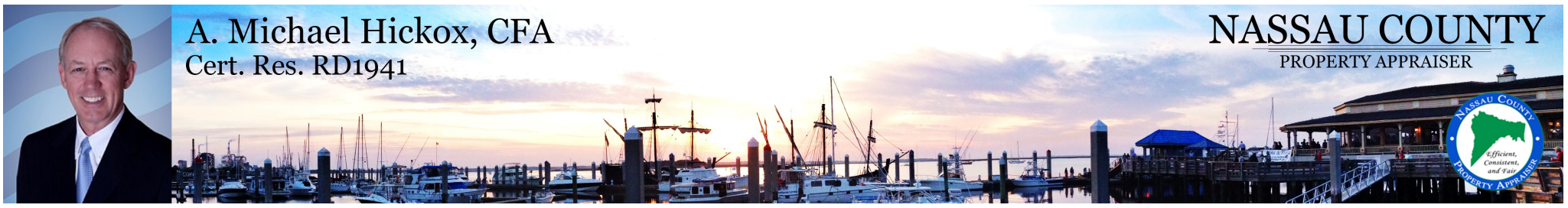
LESS AND EXCEPT:

Easement Area:

THAT PART OF LOTS 1 AND 10, BLOCK 267, CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), 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, SITUATED IN SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 5/8" IRON ROD AND CAP STAMPED "7039" AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 267, CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), 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 FOR THE POINT OF BEGINNING; THENCE NORTH 84°01'10" WEST ALONG THE SOUTH LINE OF SAID LOT 1 FOR 22.00 FEET; THENCE NORTH 04°15'52" EAST FOR 80.00 FEET; THENCE NORTH 14°22'48" EAST FOR 93.03 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 1 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF NECTARINE STREET (60' WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 84°01'09" EAST ALONG SAID NORTH LINE, AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE NORTH LINE OF LOT 10, SAID BLOCK 267 FOR 40.40 FEET TO THE NORTHEAST CORNER OF THE WEST 30 FEET OF SAID LOT 10; THENCE SOUTH 05°50'38" WEST ALONG THE EAST LINE OF SAID WEST 30 FEET FOR 172.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 10; THENCE NORTH 84°01'10" WEST ALONG SAID SOUTH LINE OF SAID LOT 10 FOR 30.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 8,600 SQUARE FEET (0.197 ACRES), MORE OR LESS.



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0010

Owner Name	TOADFISH OF AMELIA LLC
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1412 NECTARINE ST
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	UTILITIES 009100
Deed Acres	0
Short Legal	BLK 267 LOT 1 & PT OF LOT 10 IN OR 1964/15 CITY OF FDNA
	BEACH S/D OF

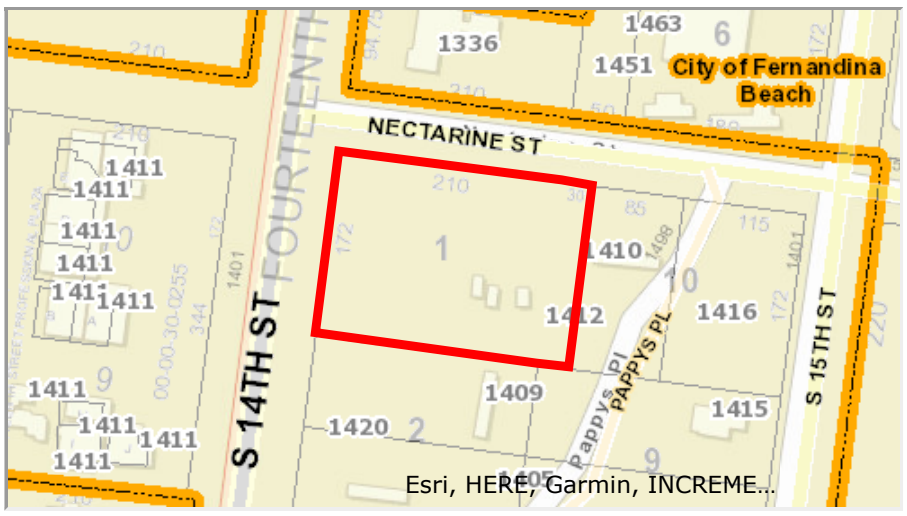
2020 Preliminary Values

Land Value	$144,479
(+) Improved Value	$20,546
(=) Market Value	**$165,025**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$0
(=) Assessed Value	**$165,025**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$165,025
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

Property Search
Map This Parcel
GIS Report
Property Record Card
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PARCEL MAP



2019 AERIAL MAP

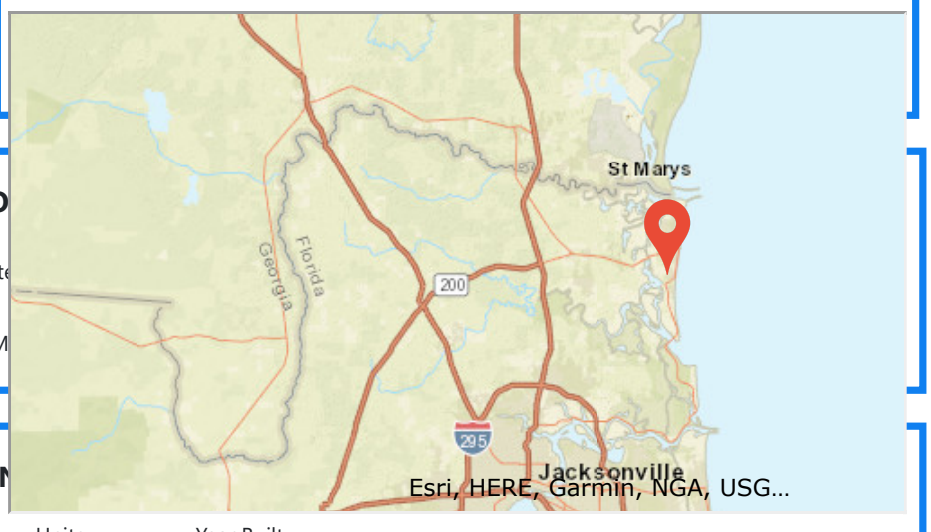


PROPERTY PHOTO



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

LOCATION MAP



BUILDING INFO

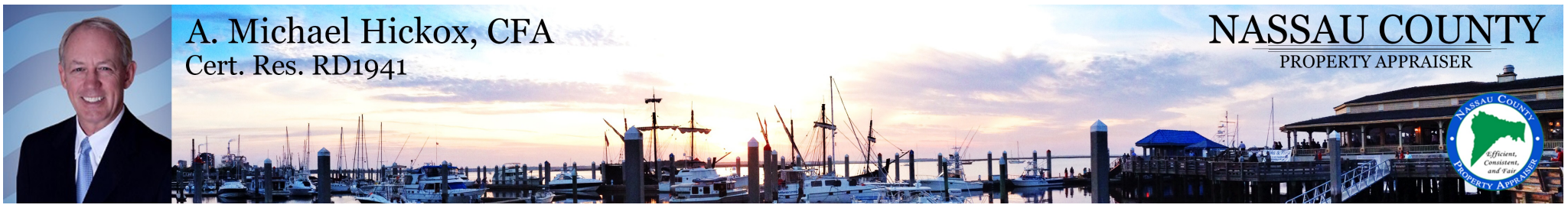
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte
EXCEP COMM	216	216	0	0	PREFIN M

MISCELLANEOUS IN

Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2015-02-18	1964 / 15	$100	QC	U	Y	AMELIA RIVER FARMS GROUP LLC	TOADFISH OF AMELIA LLC
2012-02-21	1779 / 1411	$196,224	WD	U	Y	AMELIA RIVER FARMS INC	AMELIA RIVER FARMS GROUP LLC
2012-02-21	1779 / 1407	$100	MS	U	Y	MCCRAINIE DANIEL I ETAL	AMELIA RIVER FARMS GROUP LLC
1995-10-04	740 / 1428	$150,000	WD	Q	N	NECTARINE INC	AMELIA RIVER FARMS INC
1991-12-18	644 / 727	$110,000	WD	Q	Y	LITTLE CHARLES E SR	NECTARINE INC
1991-12-03	643 / 214	$1,000	CT	U	Y	CLERK OF COURT	LITTLE CHARLES E SR
1988-04-20	541 / 243	$55,000	WD	U	Y	DENNARD W IRVIN	DENNARD W & FANNIN K
1988-03-30	539 / 1049	$100	WD	U	Y	CALDWELL MARK M	DENNARD W IRVIN
1987-05-08	517 / 154	$140,000	WD	U	Y	LITTLE CHARLES SR	DENNARD & CALDWELL
1979-12-01	307 / 60	$4,000	WD	U	N		
1972-01-01	125 / 425	$5,000	TA	Q	N		
1972-01-01	124 / 485	$3,500	TA	U	N		



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0102

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1410 NECTARINE ST
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	MOBILE HOM 000200
Deed Acres	0
Short Legal	BLOCK 267 W 1/2 OF LOT 10 EX W 30 FT PT OR 972/1666

2020 Preliminary Values

Land Value	$60,000
(+) Improved Value	$9,444
(=) Market Value	**$69,444**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$22,475
(=) Assessed Value	**$46,969**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$69,444
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

Property Search
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PARCEL MAP

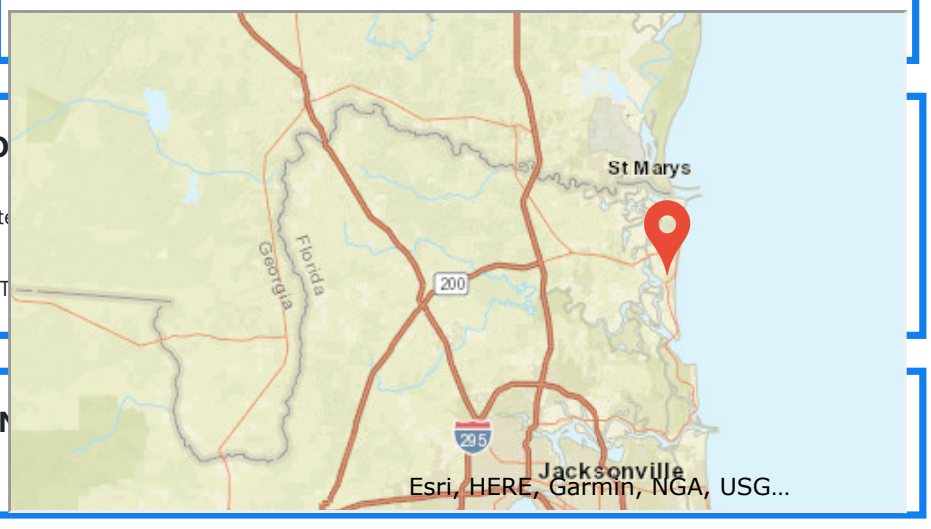


2019 AERIAL MAP

PROPERTY PHOTO

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

LOCATION MAP



BUILDING INFO

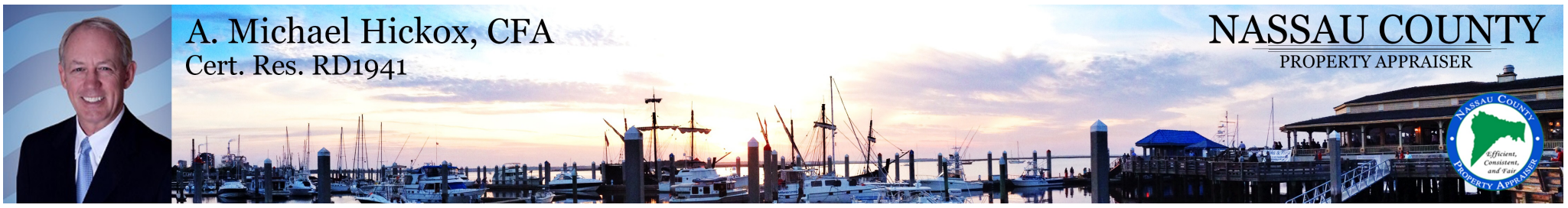
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte
M/H 93-	732	732	2	1	MOD MET

MISCELLANEOUS IN

Description	Dimensions L X W

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP
1977-05-01	244 / 615	$1,400	QC	U	N		
1973-01-01	139 / 428	$2,500	AA	Q	N		



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0101

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1416 NECTARINE ST
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	MOBILE HOM 000200
Deed Acres	0
Short Legal	BLOCK 267 E 1/2 OF LOT 10 PT OR 972/1666 R359601 & R359602

2020 Preliminary Values

Land Value	$70,000
(+) Improved Value	$18,863
(=) Market Value	**$88,863**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$21,839
(=) Assessed Value	**$67,024**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$88,863
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

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PARCEL MAP

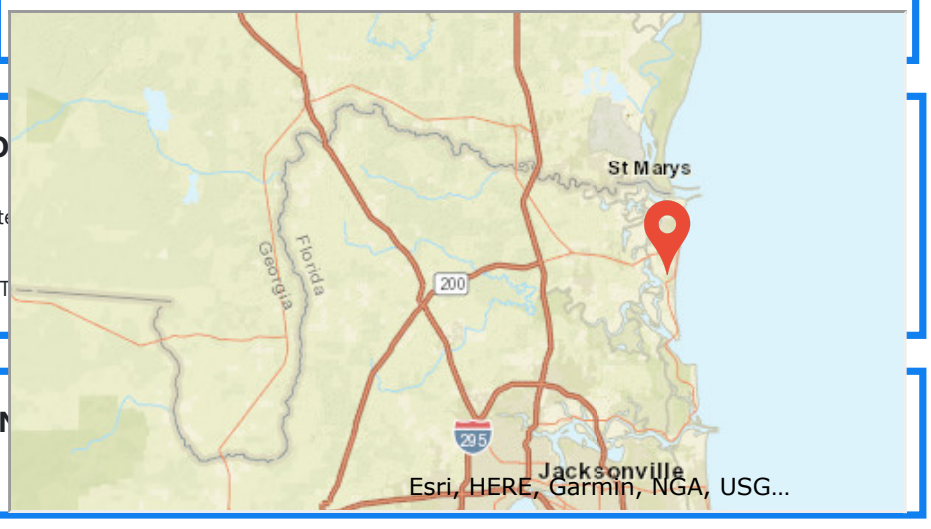


2019 AERIAL MAP

PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

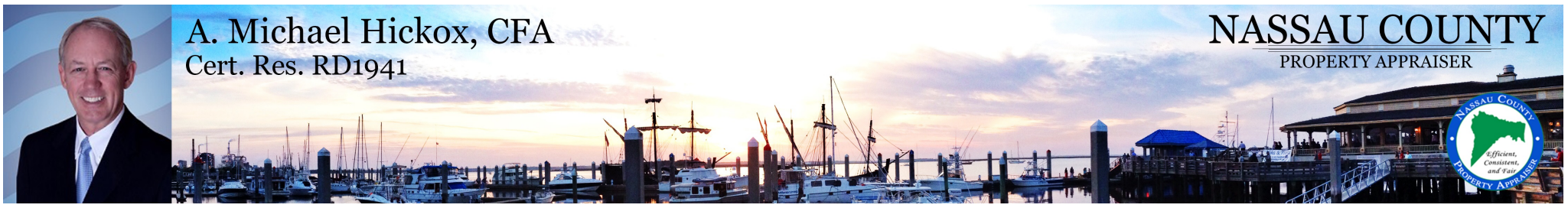
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte
M/H 93-	1421	1152	3	2	MOD MET

MISCELLANEOUS IN

Description	Dimensions L X W

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP
1973-01-01	148 / 201	$2,500	WD	Q	N		



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0021

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1409 PAPPYS PL
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	MOBILE HOM 000200
Deed Acres	0
Short Legal	BLOCK 267 N 1/2 OF LOT 2 PT OR 972/1666 R568178

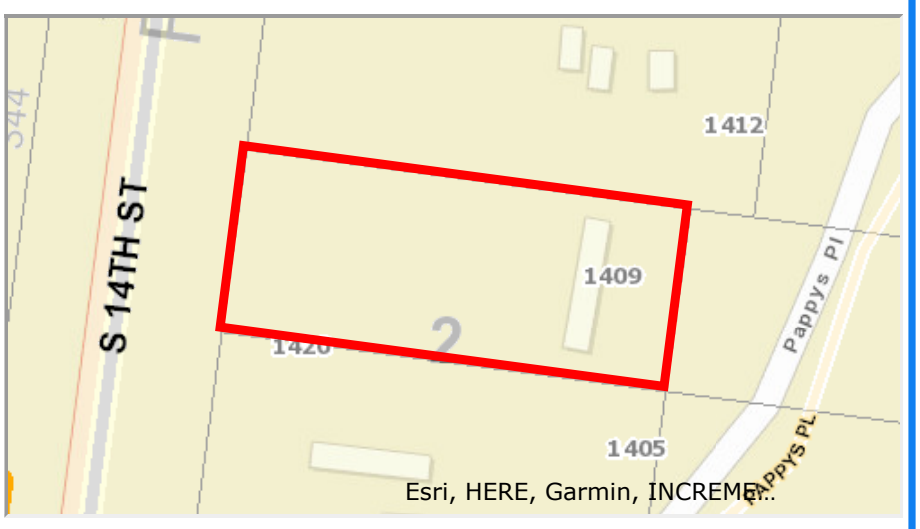
2020 Preliminary Values

Land Value	$62,510
(+) Improved Value	$9,988
(=) Market Value	**$72,498**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$0
(=) Assessed Value	**$72,498**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$72,498
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

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PARCEL MAP



2019 AERIAL MAP

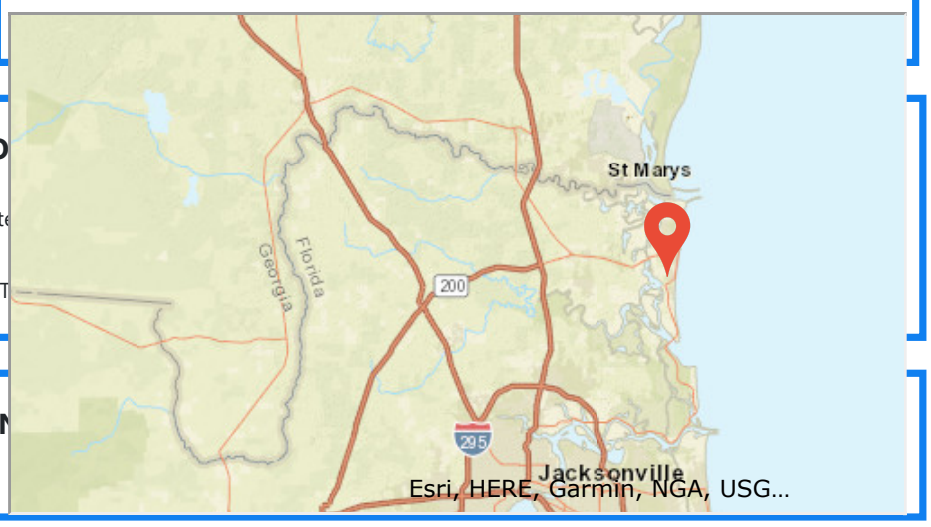


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

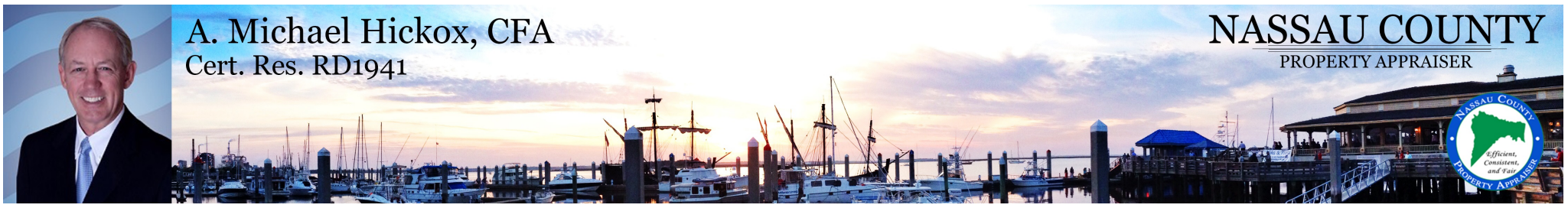
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte
M/H 93-	744	744	2	1	MOD MET

MISCELLANEOUS I

Description	Dimensions L X W

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP
1980-05-01	313 / 768	$9,400	WD	Q	Y		
1972-01-01	119 / 211	$800	TA	U	Y		



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0091

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1415 15TH ST S
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	SINGLE FAM 000100
Deed Acres	0
Short Legal	BLOCK 267 N1/2 OF LOT 9 PT OR 972/1666 ESMT PT OR 1567/64

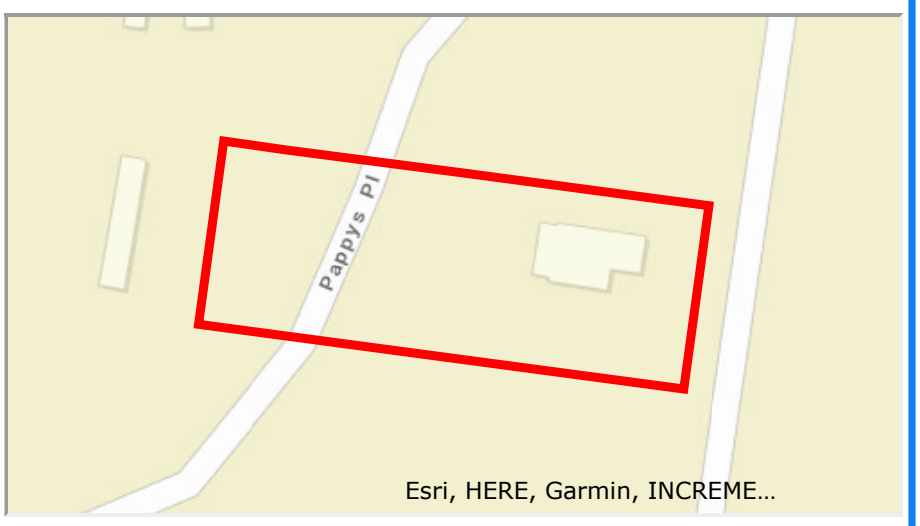
2020 Preliminary Values

Land Value	$59,338
(+) Improved Value	$41,311
(=) Market Value	**$100,649**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$16,737
(=) Assessed Value	**$83,912**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$100,649
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

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PARCEL MAP



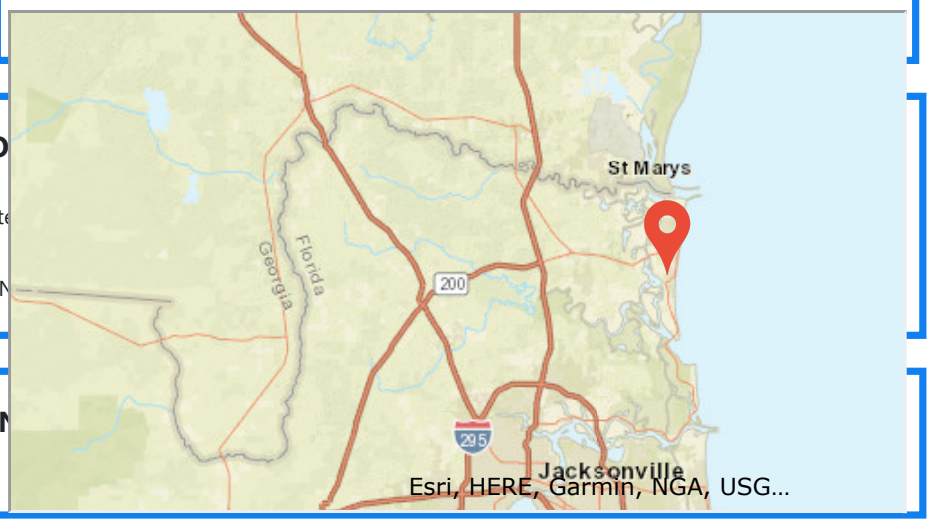
2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

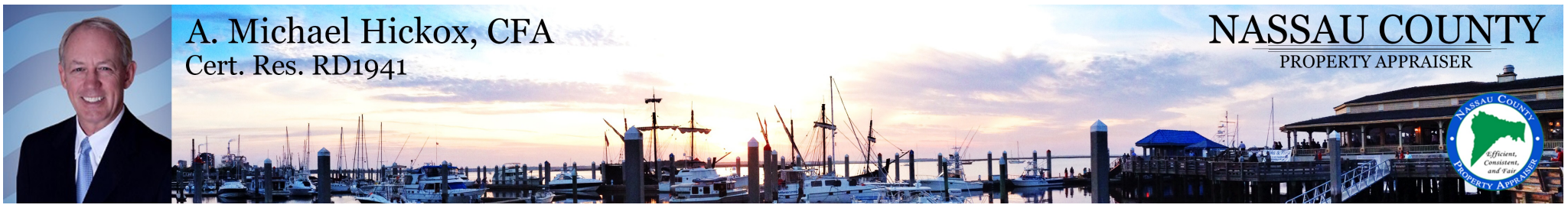
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte
SINGLE FAM	1236	1036	3	1.5	ASB SIDIN

MISCELLANEOUS IN

Description	Dimensions L X W

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP
1984-02-01	413 / 49	$4,000	MS	U	Y		
1975-00-01	197 / 338	$2,000	WD	Q	N		



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0022

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1420 S 14TH ST
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	MOBILE HOM 000200
Deed Acres	0
Short Legal	BLOCK 267 S1/2 OF LOT 2 PT OR 972/1666 ESMT PT OR 1567/64

2020 Preliminary Values

Land Value	$62,510
(+) Improved Value	$8,624
(=) Market Value	**$71,134**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$0
(=) Assessed Value	**$71,134**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$71,134
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

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PARCEL MAP

2019 AERIAL MAP

PROPERTY PHOTO

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LOCATION MAP

BUILDING INFORMATION

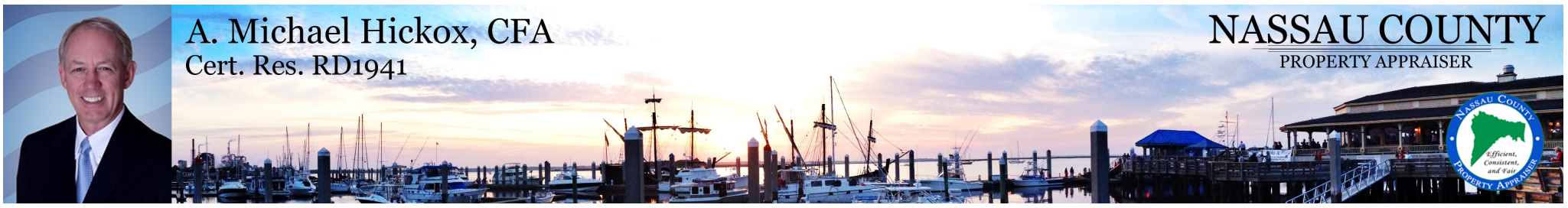
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built	Building Sketch
M/H 93-	672	672	2	1	MOD METAL		CONVECTION	CONVECTION	1968	

MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP
1984-09-01	432 / 593	$100	MS	U	Y		
1972-00-01	121 / 153	$2,000	WD	Q	N		



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0092

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1505 15TH ST S
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	VAC W/XFOB 000001
Deed Acres	0
Short Legal	BLOCK 267 S1/2 OF LOT 9 PT OR 972/1666 ESMT PT OR 1567/64

2020 Preliminary Values

Land Value	$59,342
(+) Improved Value	$10,153
(=) Market Value	**$69,495**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$20,169
(=) Assessed Value	**$49,326**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$69,495
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

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PARCEL MAP

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LOCATION MAP

BUILDING INFORMATION

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

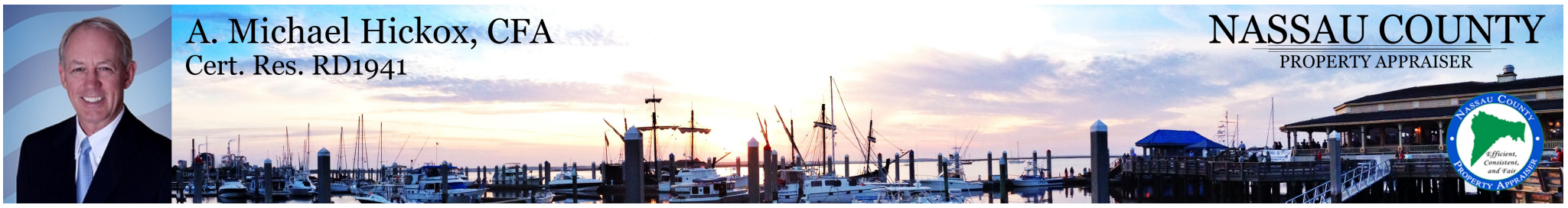
MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP

1984-02-01	413 / 49	$4,000	MS	U	Y
1975-01-01	191 / 238	$3,000	WD	Q	N



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0031

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1440 S 14TH ST
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	STORE/OFFI 001200
Deed Acres	0
Short Legal	BLOCK 267 N1/2 OF LOT 3 PT OR 972/1666 R568179 CITY OF FDNA BEACH

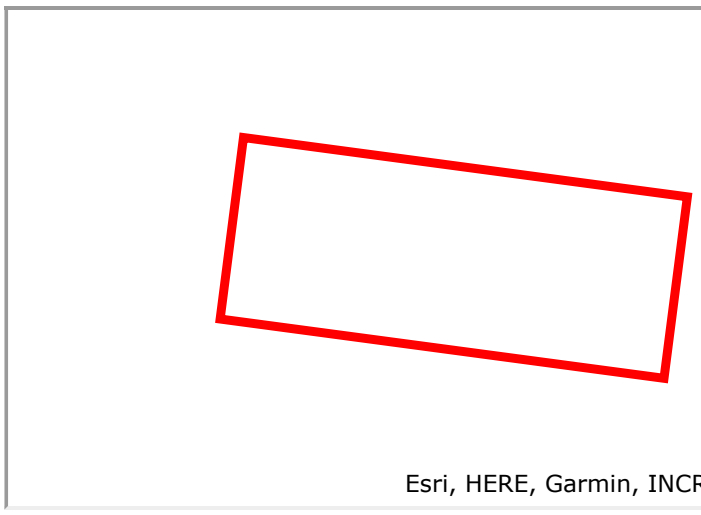
2020 Preliminary Values

Land Value	$63,210
(+) Improved Value	$35,811
(=) Market Value	**$99,021**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$3,873
(=) Assessed Value	**$95,148**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$99,021
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

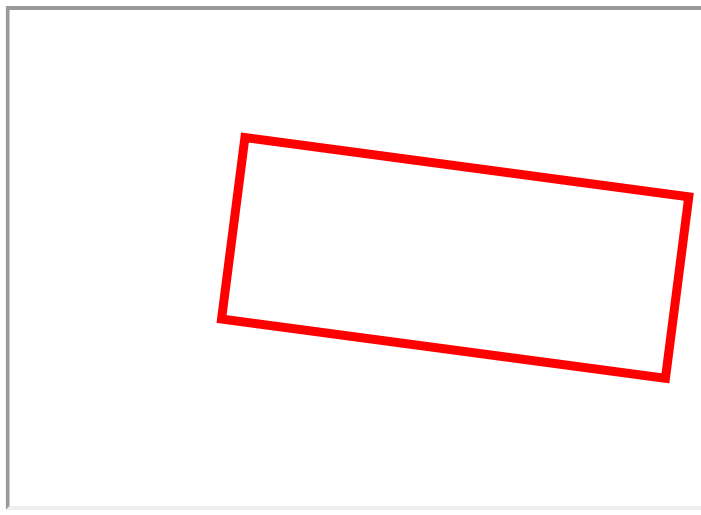
Note - *10% Cap does not apply to School Taxable Value

Property Search
Map This Parcel
GIS Report
Property Record Card
Print Friendly Page

PARCEL MAP



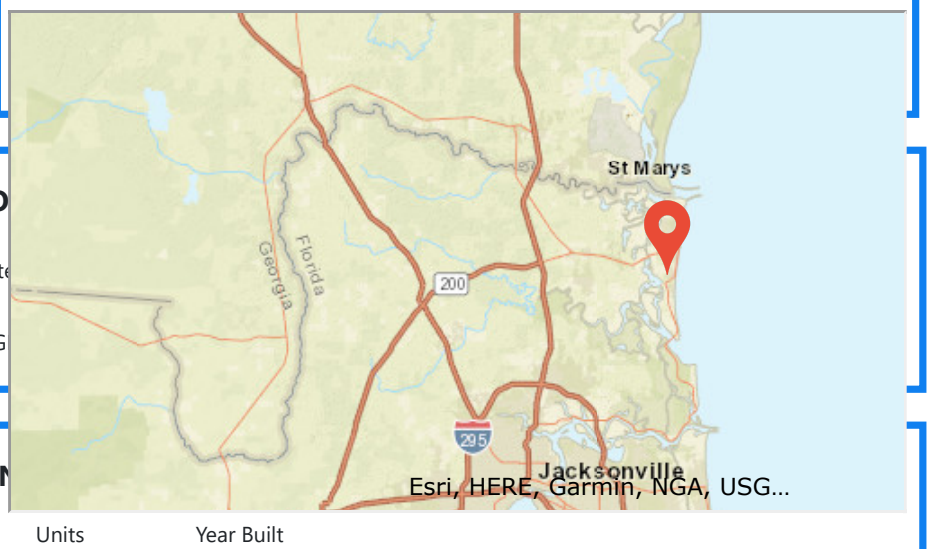
2019 AERIAL MAP



PROPERTY PHOTO

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

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte
OFFICE LOW	946	736	1	0	AVERAG

MISCELLANEOUS IN

Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP
1984-09-01	432 / 593	$100	MS	U	Y		

Print

Planning Advisory Board (PAB) - Submission #5868

Date Submitted: 8/27/2020

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

- [x] Zoning Map Amendment (â‰¤ 10 acres $1,000 / > 10acres $2,000)
- [x] Land Use Map Amendment (â‰¤ 10 acres $1,000 / > 10acres $2,000)
- [ ] LDC Text Amendment ($1,000)
- [ ] Comp Plan Amendment ($1,700)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $1,000 / > 20 units $1,600)
- [ ] Subdivision Plat â€“ Final ($850)
- [ ] Vacation of R.O.W. ($1,700)
- [x] Voluntary Annexation ($1,500)
- [ ] Revision to each PAB Application - To offset additional display ad fee ($400)

PAB 2020 - MEETING AND SUBMISSION DEADLINE CALENDAR

PAB 2020

IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:

- [ ] LDC Text Amendment â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

- [x] A complete application filed at least thirty (30) days before the date of the Planning Advisory Boardâ€™s public hearing;
- [x] Proof of Ownership (copy of deed or tax statement);
- [x] A current survey of the property (no older than two years);
- [x] If applying as an agent, Ownerâ€™s Authorization for Agent Representation form needs to be signed/ notarized and included in application;
- [x] A detailed letter of intent stating the following:
- [x] o The consistency of the proposed amendment(s) or action(s) with the Cityâ€™s Comprehensive Plan.
- [x] o A justification for the proposed amendment(s) or action(s).

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†’ Map Search

Site Address*

1440 & 1420 South 14th Street, 1409 Pappy's Place, 1410, 1412 & 1416 Nectarine Street and 1415 & 1505 South 15th Street

City*

Amelia Island

State*

Florida

Zip*

32034

Parcel ID #(s)*

00-00-31-1800-0267-0031; 00-00-31-1800-0267-0022; 00-00-31-1800-0267-0021; 00-00-31-1800-0267-0010; 00-00-31-1800-0267-0102; 00-00-31-1800-0267-0101; 00-00-31-1800-0267-0091; 00-00-31-1800-0267-0092

Lot*

1,2,3,9,10

Block*

267

Subdivision*

Fernandina

Zoning District*

C-1

Future Land Use Designation*

General Commercial

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [x] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [x] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Pappy's LLP

Last Name*

Taodfish of Amelia, LLC

Company (if applicable)

Pappy's LLP (7 Lots) and Toadfish of Amelia, LLC (1 Lot)

Mailing Address*

2018 Cherokee Drive

City*

Neptune Beach

State*

FL

Zip*

32266

Telephone Number*

904-261-1833

Email Address*

info@tpislandlaw.com

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Ownerâ€™s Authorization For Agent Representation form must be included

First Name

Teresa

Last Name

Prince

Mailing Address

406 Ash Street

City

Fernandina Beach

State

fl

Zip

32034

Telephone Number

9042611833

E-mail Address

info@tpislandlaw.com

PROJECT INFORMATION

Previous Planning/Zoning Approvals

N/A

Summary of Request (more detailed information to be provided in required letter of intent)*

Owners Pappy's LLP and Toadfish of Amelia LLC, file this joint application to annex 8 lots into the City of Fernandina Beach, Florida. All 8 lots are currently zoned Commercial Intensive under the Nassau County Land Development Code with a Future Land Use Map Designation of Commercial under the Nassau County Comprehensive Plan. The applicants request that the City of Fernandina Beach annex all 8 lots into the City of Fernandina Beach and assign a General Commercial Future Land Use Map designation to each of the 8 lots. Each of the 8 lots which are part of this application are less than 10 acres and the total combined acreage of all 8 lots is less than 10 acres. The Applicants further requests that a C-1, Community Commercial zoning designation be assigned to Parcel ID numbers 00-00-31-1800-0267-0102, 00-00-31-1800-0267-0101, 00-00-31-1800-0267-0091, and 00-00-31-1800-0267-0092, and a C-2, General Commercial zoning designation be assigned for the 4 lots which immediately abut 14th Street with Parcel ID numbers 00-00-31-1800-0267-0010, 00-00-31-1800-0267-0021, 00-00-31-1800-0267-0022 and 00-00-31-1800-0267-0031.

Certification*

☑ By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.

☑ I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Teresa

Applicant Last Name*

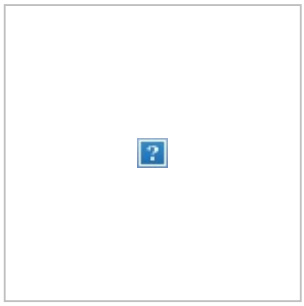
Prince

Today's Date*

8/27/2020

Upload Supporting Documentation*

Signed Authorization.pdf



Upload 2

Letter of Intent with Attachments.pdf

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE Toadfish of Amelia, LLC & Pappy's LLP
(print name of property owner(s))

hereby authorize: Teresa L. Prince of Tomassetti & Prince
(print name of agent)

to represent me/us in processing an application for: Annexation, Rezoning and FLUM amendment
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

(Signature of owner) **(Signature of owner)**

S. Perry Penland, Jr., Manager of Toadfish of Amelia, LLC
& Authorized Agent for Pappy's, LLP

(Print name of owner) **(Print name of owner)**

ERIN FLYNN
Notary Public - State of Florida
Commission # GG 919669
My Comm. Expires Oct 6, 2023
Bonded through National Notary Assn.

STATE OF FLORIDA
COUNTY OF NASSAU } ss

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19 day of August, 20 20, by S. Perry Penland, Jr.

Notary Public — Erin Flynn, Printed Name — 10/6/2023, My Commission Expires

Personally Known X OR Produced Identification _____ ID Produced: _____

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach

SUBJECT:	Ordinance 2020-48 Zoning Map Change to C-1 (Community Commercial) and C-2 (General Commercial) for 3.87 acres of land.
ITEM TYPE:	Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-47 at First Reading.

SYNOPSIS: Applicants are seeking a voluntary annexation, assignment of City Future Land Use Map category of General Commercial, and corresponding zoning districts of C-1 and C-2 for parcels described in the Ordinance title. The applicant has no pending or anticipated development plans. Their desire is to position the property in the City's jurisdiction for any future development consideration and to connect to City services as may be required.

CITY ATTORNEY COMMENTS: No additional comments.

Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020

Submitted By: Nicole Bednar, Administrative Services Manager

Date: November 03, 2020

ORDINANCE 2020-48

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF COMMUNITY COMMERCIAL (C-1) AND GENERAL COMMERCIAL (C-2) FOR 3.87 ACRES OF LAND LOCATED AT 1440 AND 1420 S. 14TH STREET, 1409 PAPPY'S PLACE, 1410, 1412, 1416 NECTARINE STREET AND 1415 AND 1505 S. 15TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed and held a public hearing on October 14, 2020, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on September 30, 2020.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the zoning map changes. The properties identified for this change of the Zoning Map to City of Fernandina Beach Community Commercial (C-1) and General Commercial (C-2) for properties located and identified as by map exhibit attached hereto as Exhibit "A".

SECTION 2. ZONING MAP CHANGE. For the property in question, the City's Zoning Map is hereby changed as follows and attached hereto as Exhibit "A":

- From Nassau County Residential Commercial Intensive (CI) to City of Fernandina Beach Community Commercial (C-1) and General Commercial (C-2).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ENACTED this 15th day of December, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

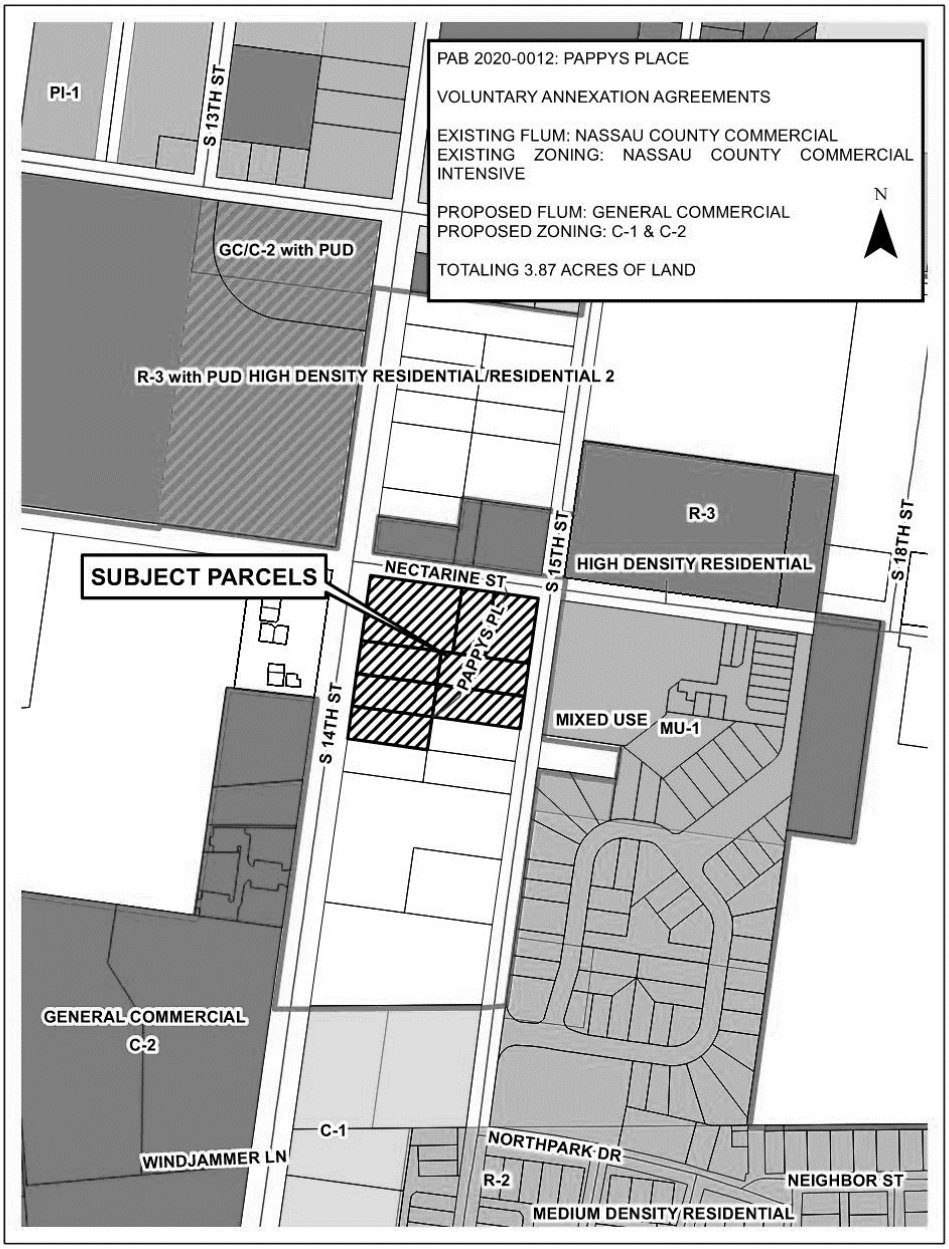


_____
TAMMI E. BACH
City Attorney

ORDINANCE 2020-48

EXHIBIT A

PAPPY'S LLP AND TOADFISH OF AMELIA, LLC, REQUESTS ANNEXATION OF PROPERTIES LOCATED AT 1440 & 1420 SOUTH 14TH STREET, 1410 / 1412 / 1416 NECTARINE STREET, 1415 & 1505 SOUTH 15TH STREET, ASSIGNMENT OF A FUTURE LAND USE MAP DESIGNATION OF GENERAL COMMERCIAL FOR ALL PROPERTIES INVOLVED AND ASSIGNMENT OF THE ZONING DISTRICTS OF C-1 FOR THE 4 LOTS/PARCELS ABUTTING S. 15TH STREET, PAPPY'S PLACE AND THE NORTH EAST CORNER OF NECTARINE STREET AND ASSIGNMENT OF THE C-2 ZONING DISTRICT FOR 4 LOTS/PARCELS ABUTTING S. 14TH STREET, TOTALING 3.87 ACRES OF LAND



STAFF REPORT
PAB 2020-0012 (AX, LU, CZ)
Planning Advisory Board Hearing
October 10, 2020

Kelly N. Gibson
Director

APPLICATION FOR VOLUNTARY ANNEXATION, LARGE-SCALE FUTURE LAND USE AND ZONING MAP

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Pappy's LLP (7 lots) and Toadfish of Amelia, LLC (1 lot)				
AGENT:	Teresa L. Prince, Law office of Tomassetti & Prince				
REQUESTED ACTION:	Annexation into the municipal limits of Fernandina Beach, Assignment of a future land use map designation of General Commercial for all properties involved and assignment of the zoning districts of C-1 for the 4 lots/parcels abutting S. 15th Street, Pappy's Place and the north east corner of Nectarine Street and assignment of the C-2 zoning district for 4 lots/parcels abutting S. 14th Street				
LOCATION:	1440 and 1420 S. 14th Street, 1409 Pappy's Place, 1410, 1412, 1416 Nectarine Street and 1415 and 1505 S. 15th Street and identified as parcel numbers: 00-00-31-1800-0267-0031; 00-00-31-1800-0267-0022; 00-00-31-1800-0267-0021; 00-00-31-1800-0267-0010; 00-00-31-1800-0267-0102; 00-00-31-1800-0267-0101; 00-00-31-1800-0267-0091; 00-00-31-1800-0267-0092				
CURRENT ZONING:	Nassau County Commercial Intensive				
CURRENT LAND USE:	Nassau County Commercial				
EXISTING USES ON SITE:	Utilities, SF Home (1236 sq. ft), Mobile Homes (732 sq. ft, 1152 sq.ft. 744 sq. ft., 672 sq. ft.), store/office (est.736 sq ft)				
PROPERTY SIZE:	3.87 acres				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Daycare/Preschool	1959	City: C-2	City: General Commercial
	South	Vacant Commercial	N/A	Nassau County Commercial Intensive	Nassau County Commercial
	East	Assisted Living and Coastal Oaks Subdivision	1997/ recent construction of SF homes	City: MU-1/ R-2	City: Mixed Use/ Medium Density Residential
	West	14th Street Professional Plaza	Unsure based on available PA Data	Nassau County Commercial Intensive	Nassau County Commercial

STAFF REPORT
PAB 2020-0012 (AX, LU, CZ)
Planning Advisory Board Hearing
October 10, 2020

Kelly N. Gibson
Director

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

Applicants are seeking a voluntary annexation, assignment of City Future Land Use Map category of General Commercial, and corresponding zoning districts of C-1 and C-2 for parcels described in the summary block herein. The applicant has no pending or anticipated development plans. Their desire is to position the property in the City's jurisdiction for any future development consideration and to connect to City services as may be required.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The subject parcels can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service as required by its Comprehensive Plan.

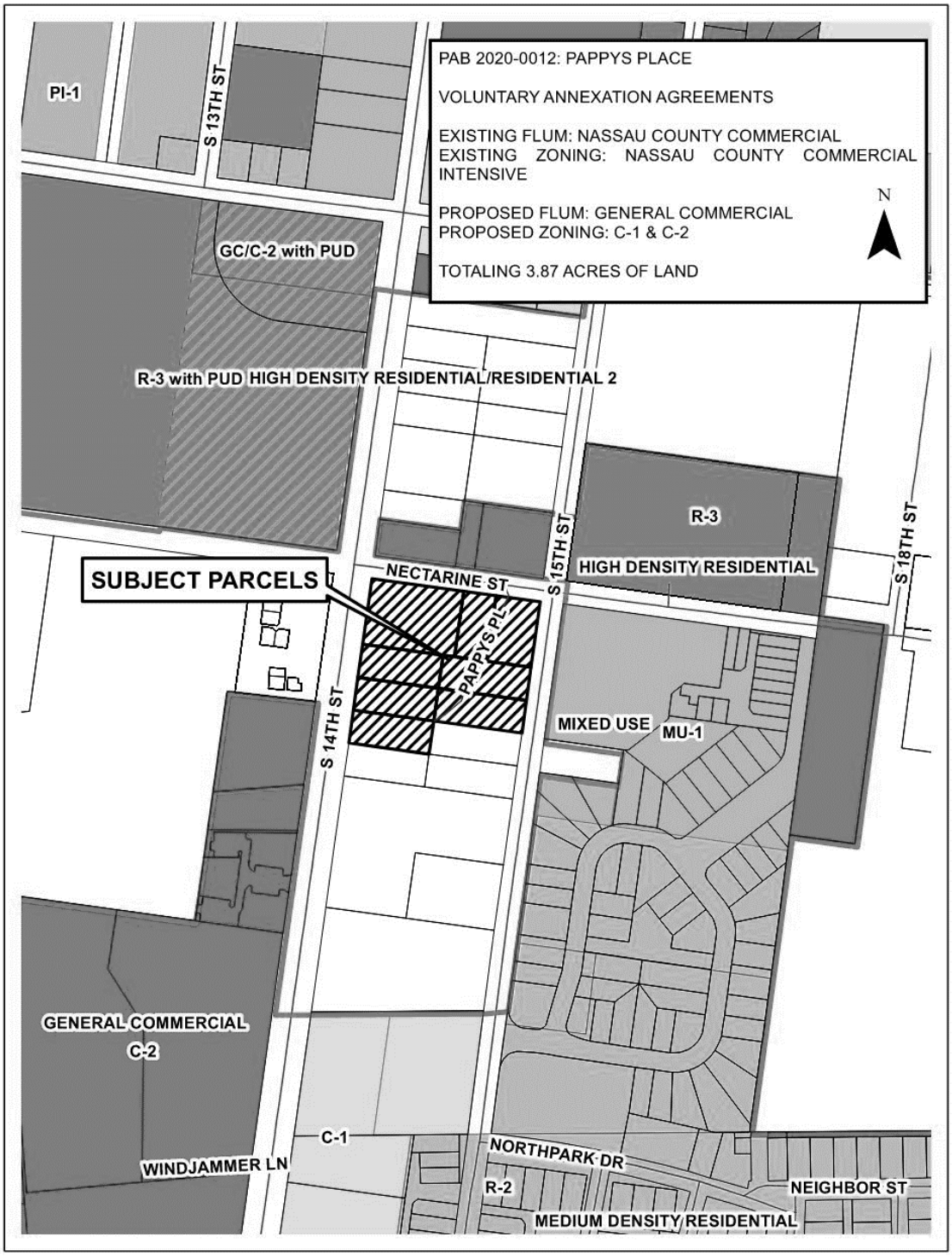
Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 11.01.07	√

CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) for parcels /lots abutting S. 15th Street and at the corner of S. 15th Street and Nectarine Street and General Commercial (C-2) for parcels abutting S. 14th Street. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for November 17th, 2020.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2020-0012 to the City Commission requesting that a voluntary annexation, assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) and General Commercial (C-2) zoning districts as described be **(approved or denied)** and that PAB case 2020-0012, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.


PAB 2020-0012: PAPPYS PLACE
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY COMMERCIAL INTENSIVE
PROPOSED FLUM: GENERAL COMMERCIAL
PROPOSED ZONING: C-1 & C-2
TOTALING 3.87 ACRES OF LAND
N
PI-1
S 13TH ST
GC/C-2 with PUD
R-3 with PUD HIGH DENSITY RESIDENTIAL/RESIDENTIAL 2
R-3
HIGH DENSITY RESIDENTIAL
S 15TH ST
S 18TH ST
SUBJECT PARCELS
NECTARINE ST
PAPPYS PL
S 14TH ST
MIXED USE
MU-1
GENERAL COMMERCIAL
C-2
C-1
WINDJAMMER LN
NORTHPARK DR
R-2
NEIGHBOR ST
MEDIUM DENSITY RESIDENTIAL

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING - VIRTUAL
OCTOBER 14, 2020

1. CALL TO ORDER

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Genece Minshew (Chair)	(Physical)	Mark Bennett	(Physical)
Jenny Schaffer (Vice-Chair)	(Virtual)	Peter Stevenson	(Physical)
Victoria Robas	(Physical)	John Boylan	(Physical)
Barbara Gingher	(Virtual)		

MEMBERS ABSENT:

OTHERS PRESENT:

Jacob Platt, City Planner (Physical Presence)
Kelly Gibson, Planning Director (Physical Presence)
Sylvie McCann, Recording Secretary (Physical Presence)
Taylor Hartmann, Recording Secretary (Physical Presence)

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of September 9, 2020.

3.2 Approval of Minutes for the Regular Meeting of July 22, 2020.

3.3 Approval of Minutes for the Special Meeting of September 23, 2020.

ACTION TAKEN: A motion was made by Member Gingher, seconded by Member Stevenson, to approve the minutes as presented with the following corrections made by Member Stevenson; on July 22, Pg. 2 'where' changed to 'were' and change 'Regular Meeting' to 'Special Meeting'; Sept 9 change 'Peterson' to Stevenson' in multiple locations, and 'Ms. Whittaker should contact…'.

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

4. OLD BUSINESS

5. NEW BUSINESS

5.1 PAB 2020-0011 - EMILY VAUGHN & WILLIAM BARNETT, 3001 S. 14TH STREET
Voluntary Annexation, Future Land Use Map Amendment, and Zoning Change.

Mr. Platt presented the case as a single-family residence on approximately 1/2 acre. Applicants wanted to annex after reading information in the local newspaper and due to neighbors also joining. Staff recommends approval.

No comments by board members were made.

Public hearing was opened and closed with no comments being made.

ACTION TAKEN: A motion was made by Member Robas, seconded by Member Stevenson to recommend approval of PAB case 2020-0011 to the City Commission as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

5.2 PAB 2020-0012 - TERESA PRINCE, TOMASSETTI & PRINCE, AGENT FOR PAPPY'S LLP / TOADFISH OF AMELIA LLC, 1440 & 1420 SOUTH 14TH STREET, 1410 / 1412 / 1416 NECTARINE STREET, 1415 & 1505 SOUTH 15TH STREET
Voluntary Annexation, Land Use Map Amendment and Zoning Map Amendment.

Mr. Platt introduced the case as four parcels with a C-2 zoning designation. Staff recommends approval.

Member Schaffer questioned whether the roadway outside Pappy's would be the city's responsibility. Mr. Platt confirmed that it is private property.

Member Stevenson questioned whether items including a large antenna on the property and various piles of materials for sale would require intervention from the city and/or any type of response from code enforcement. Mr. Platt explained that these specific instances would be grandfathered into the existing outside storage and sales provisions code.

Public hearing was opened.

Teresa Prince of Tomassetti and Prince, 406 Ash Street, spoke as agent for the applicants. She gave a brief history of the property's historical zoning classifications and stated that it is currently commercial intensive.

A Zoom question was presented by Member Schaffer: What would happen to the people who are currently renting homes on the property requesting annexation? Ms. Tomassetti and members discussed that current leases will be respected and if they are ever removed in the future then the property would return to commercial zoning.

Member Stevenson asked about the effect of storms and how potential damage to the current mobile homes would affect their current non-conforming use status.

Elizabeth Anne Cuban of 4615 Philips Manor Place, spoke about mobile homes being an answer to affordable housing and the city taking action by adjusting the zoning to support it.

Mr. Platt spoke to the reasoning behind following the Future Land Use Map and due to the zoning of surrounding areas, they feel that the current commercial zone classification is most appropriate. Ms. Prince spoke again and concurred with Mr. Platt's assessment.

Member Stevenson asked about residents having to connect to city water/sewer and the costs associated with it.

Public hearing was closed.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Stevenson to recommend approval of PAB case 2020-0012 to the City Commission as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

6. BOARD BUSINESS

6.1 Discuss Next Steps with Comprehensive Plan and Land Development Code Revisions Process: 1. Consensus on tasks completed by staff vs. consultant, 2. Consensus on basic scope of work

Ms. Gibson presented a continuation of the September 23rd special meeting conversation. Takeaways from the previous meeting include stakeholder involvement, the amount of effort put in by individual board members, and understanding the key issues resulting in the EAR meetings during April and May of 2020. She also spoke about clearly defining the roles and involvement of members. Ms. Gibson proposed the formation of an advisory group, under the city manager and in coordination with the planning and conservation Department, that would be comprised of five to seven members from various parts of the community including business, conservation, residential , and design professionals.

Members discussed the spreadsheet that has been created to assess different issues brought up during the EAR discussions. It was decided that this information would be published by next week.

Public hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, spoke to the enforceability of the LDC. She also talked about affordable housing and transportation. She discussed being environmentally stable and that it is entwined with being Socially and economically sustainable.

Vice Mayor Kreger spoke about the PAB being a driving force behind planning and that implementation of the Comp Plan is key. He also discussed ways in which the Comp Plan can be enforced but that it is also contradictory in some circumstances.

Public hearing was closed.

6.2 Finalize Mapping Conflicts - Direction for Memo to City Commission

Members discussed ways to resolve the commercial versus residential zoning conflicts. They want to start by reaching out to the property owners. Ms. Gibson recommended bringing this approach to the next City Commission meeting.

6.3 Review October Boards Tracker

- Ms. Gibson commented that this information was there for the board members awareness.
- Ms. Robas asked about the HDC's actions regarding outdoor TV's.
- Member Stevenson asked about schoolboard involvement on the PAB.
- Member Bennett asked about current guidelines, pertaining to the COVID-19 Pandemic, regarding public
- events including the 2021 Shrimp Fest. City Attorney Bach addressed those concerns.
- Member Robas provided an update on the beach access subcommittee.

- Vice Mayor Kreger commented on affordable housing and defining it.

2. **PUBLIC COMMENT**
3. **ADJOURNMENT: 6:52**

_____ _____

Taylor Hartmann. Recording Secretary

Genece Minshew, Chair

Print

Planning Advisory Board (PAB) - Submission #5868

Date Submitted: 8/27/2020

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

- [x] Zoning Map Amendment (â‰¤ 10 acres $1,000 / > 10acres $2,000)
- [x] Land Use Map Amendment (â‰¤ 10 acres $1,000 / > 10acres $2,000)
- [ ] LDC Text Amendment ($1,000)
- [ ] Comp Plan Amendment ($1,700)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $1,000 / > 20 units $1,600)
- [ ] Subdivision Plat â€“ Final ($850)
- [ ] Vacation of R.O.W. ($1,700)
- [x] Voluntary Annexation ($1,500)
- [ ] Revision to each PAB Application - To offset additional display ad fee ($400)

PAB 2020 - MEETING AND SUBMISSION DEADLINE CALENDAR

PAB 2020

IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:

- [ ] LDC Text Amendment â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

- [x] A complete application filed at least thirty (30) days before the date of the Planning Advisory Boardâ€™s public hearing;
- [x] Proof of Ownership (copy of deed or tax statement);
- [x] A current survey of the property (no older than two years);
- [x] If applying as an agent, Ownerâ€™s Authorization for Agent Representation form needs to be signed/ notarized and included in application;
- [x] A detailed letter of intent stating the following:
- [x] o The consistency of the proposed amendment(s) or action(s) with the Cityâ€™s Comprehensive Plan.
- [x] o A justification for the proposed amendment(s) or action(s).

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†’ Map Search

Site Address*

1440 & 1420 South 14th Street, 1409 Pappy's Place, 1410, 1412 & 1416 Nectarine Street and 1415 & 1505 South 15th Street

City*

Amelia Island

State*

Florida

Zip*

32034

Parcel ID #(s)*

00-00-31-1800-0267-0031; 00-00-31-1800-0267-0022; 00-00-31-1800-0267-0021; 00-00-31-1800-0267-0010; 00-00-31-1800-0267-0102; 00-00-31-1800-0267-0101; 00-00-31-1800-0267-0091; 00-00-31-1800-0267-0092

Lot*

1,2,3,9,10

Block*

267

Subdivision*

Fernandina

Zoning District*

C-1

Future Land Use Designation*

General Commercial

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [x] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [x] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Pappy's LLP

Last Name*

Taodfish of Amelia, LLC

Company (if applicable)

Pappy's LLP (7 Lots) and Toadfish of Amelia, LLC (1 Lot)

Mailing Address*

2018 Cherokee Drive

City*

Neptune Beach

State*

FL

Zip*

32266

Telephone Number*

904-261-1833

Email Address*

info@tpislandlaw.com

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Ownerâ€™s Authorization For Agent Representation form must be included

First Name

Teresa

Last Name

Prince

Mailing Address

406 Ash Street

City

Fernandina Beach

State

fl

Zip

32034

Telephone Number

9042611833

E-mail Address

info@tpislandlaw.com

PROJECT INFORMATION

Previous Planning/Zoning Approvals

N/A

Summary of Request (more detailed information to be provided in required letter of intent)*

Owners Pappy's LLP and Toadfish of Amelia LLC, file this joint application to annex 8 lots into the City of Fernandina Beach, Florida. All 8 lots are currently zoned Commercial Intensive under the Nassau County Land Development Code with a Future Land Use Map Designation of Commercial under the Nassau County Comprehensive Plan. The applicants request that the City of Fernandina Beach annex all 8 lots into the City of Fernandina Beach and assign a General Commercial Future Land Use Map designation to each of the 8 lots. Each of the 8 lots which are part of this application are less than 10 acres and the total combined acreage of all 8 lots is less than 10 acres. The Applicants further requests that a C-1, Community Commercial zoning designation be assigned to Parcel ID numbers 00-00-31-1800-0267-0102, 00-00-31-1800-0267-0101, 00-00-31-1800-0267-0091, and 00-00-31-1800-0267-0092, and a C-2, General Commercial zoning designation be assigned for the 4 lots which immediately abut 14th Street with Parcel ID numbers 00-00-31-1800-0267-0010, 00-00-31-1800-0267-0021, 00-00-31-1800-0267-0022 and 00-00-31-1800-0267-0031.

Certification*

☑ By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.

☑ I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Teresa

Applicant Last Name*

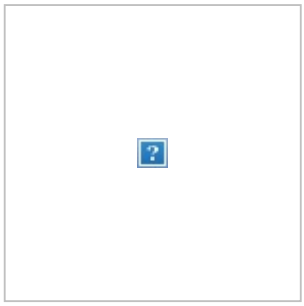
Prince

Today's Date*

8/27/2020

Upload Supporting Documentation*

Signed Authorization.pdf



Upload 2

Letter of Intent with Attachments.pdf

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE Toadfish of Amelia, LLC & Pappy's LLP
(print name of property owner(s))

hereby authorize: Teresa L. Prince of Tomassetti & Prince
(print name of agent)

to represent me/us in processing an application for: Annexation, Rezoning and FLUM amendment
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

(Signature of owner) **(Signature of owner)**

S. Perry Penland, Jr., Manager of Toadfish of Amelia, LLC
& Authorized Agent for Pappy's, LLP

(Print name of owner) **(Print name of owner)**

ERIN FLYNN
Notary Public - State of Florida
Commission # GG 919669
My Comm. Expires Oct 6, 2023
Bonded through National Notary Assn.

STATE OF FLORIDA
COUNTY OF NASSAU } ss

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19 day of August, 20 20, by S. Perry Penland, Jr.

Notary Public — Erin Flynn, Printed Name — 10/6/2023, My Commission Expires

Personally Known X OR Produced Identification _____ ID Produced: _____

Law Office of
TOMASSETTI & PRINCE

August 27, 2020

Teresa L. Prince, Esq.
A. Jeffrey Tomassetti, of Counsel

Kelly Gibson, Planning Director
Planning & Conservation
City of Fernandina Beach, Florida
204 Ash Street
Fernandina Beach, FL 32034

Letter of Intent

Re: Applicant Rezoning and FLUM Amendment

Dear Mrs. Gibson:

Owners, Pappy's, LLP, a Florida limited liability partnership, and Toadfish of Amelia, LLC, a Florida limited liability company, own eight (8) parcels located on South 14th Street, Nectarine Street and South 15th Street. Toadfish of Amelia, LLC, owns parcel 1412 Nectarine Street, Parcel ID 00-00-31-1800-0267-0010. Pappy's, LLP, owns the seven remaining parcels as follows:

Parcel ID	Address
00-00-31-1800-0267-0102	1410 Nectarine Street
00-00-31-1800-0267-0101	1416 Nectarine Street
00-00-31-1800-0267-0021	1409 Pappys Place
00-00-31-1800-0267-0091	1415 S. 15th Street
00-00-31-1800-0267-0022	1420 S. 14th Street
00-00-31-1800-0267-0092	1505 S. 15th Street
00-00-31-1800-0267-0031	1440 S. 14th Street

These parcels are currently zoned as Commercial Intensive under the Nassau County Land Development Code and have a Future Land Use Map Designation of Commercial under the Nassau County Future Land Use Map. The applicants request that the City of Fernandina Beach annex all 8 lots into the City of Fernandina Beach and assign a General Commercial Future Land Use Map designation to each of the 8 lots. The Applicants further requests that a C-1, Community Commercial zoning designation be assigned to Parcel ID numbers 00-00-31-1800-0267-0102, 00-00-31-1800-0267-0101, 00-00-31-1800-0267-0091, and 00-00-31-1800-0267-0092, and a C-2, General Commercial zoning designation be assigned for the 4 lots which immediately abut 14th Street with Parcel ID numbers 00-00-31-1800-0267-0010, 00-00-31-1800-0267-0021, 00-00-31-1800-0267-0022 and 00-00-31-1800-0267-0031.

The three parcels which abut Nectarine Street (1412 Nectarine Street, 1410 Nectarine Street and 1416 Nectarine Street) are contiguous to the City of Fernandina Beach. Further, the two parcels which abut South 15th Street (1415 S. 15th Street and 1505 S. 15th Street) are also contiguous to the City of Fernandina Beach. All eight (8) parcels are immediately contiguous to one another and the parcel at 1440 S. 14th Street is also immediately contiguous to the City of Fernandina Beach. Therefore, each parcel meets the requirements to be annexed into the City of Fernandina Beach. All parcels are immediately surrounded by C-2, General Commercial

zoning district, and MU-1 zoning district within the City of Fernandina Beach. Further, parcels within the same block which are still within Nassau County boundaries are also zoned as Commercial Intensive. Therefore, the Applicants' requests for a rezoning and Future Land Use Map amendment are consistent with the surrounding area and the development pattern of the area.

Each of the 8 lots which are part of this application are less than 10 acres and the total combined acreage of all 8 lots is less than 10 acres.

The Applicants propose to be annexed into the City of Fernandina Beach in order to make water and sewer available to the subject property which meets the goals of the Public Facilities Element of the Comprehensive Plan to limit the use of septic tanks and connect properties to the central wastewater treatment system.

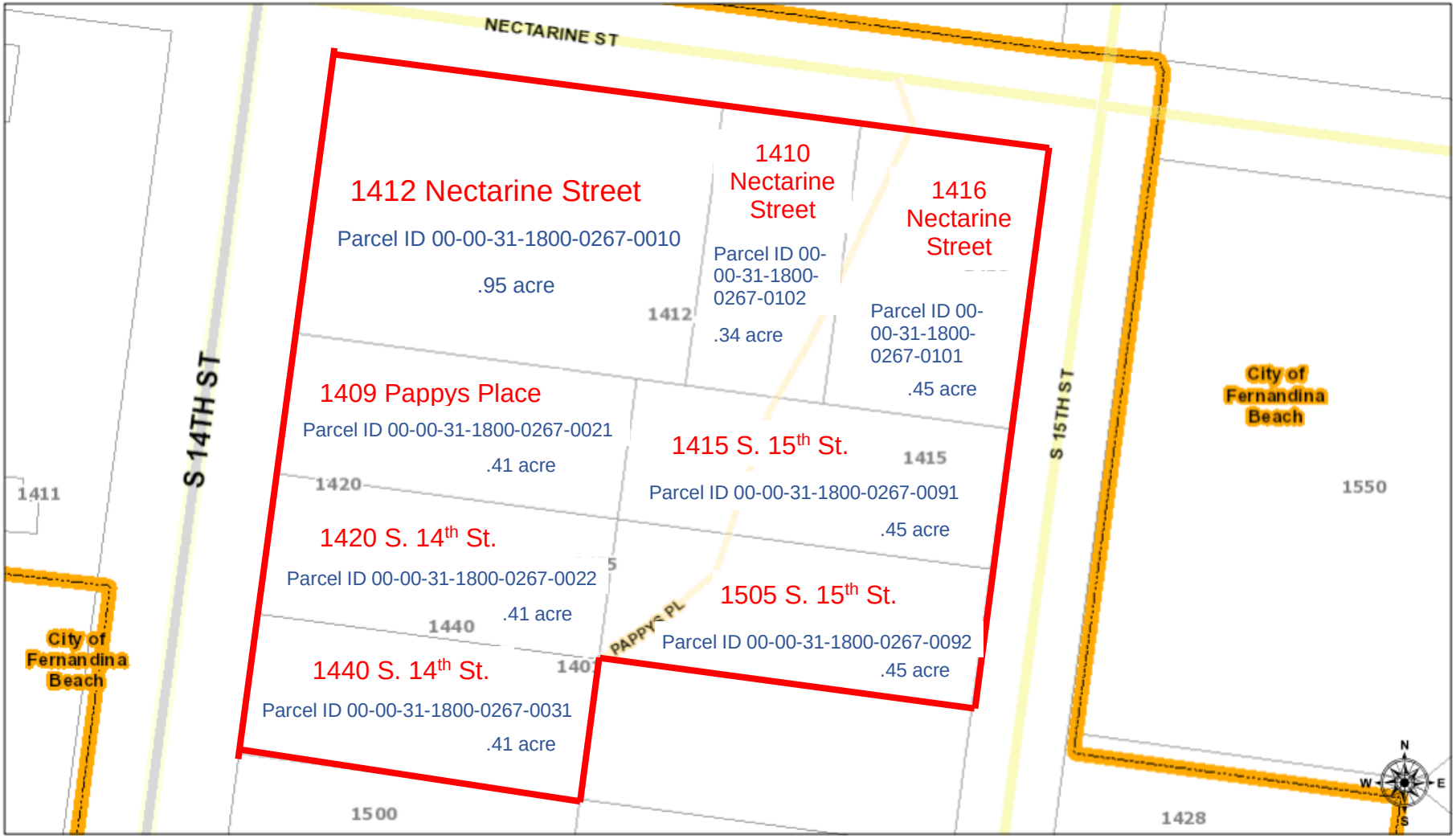
Please see the attachments to the online application which are a map of the area, a zoning map of the area, proof of ownership and property appraiser record information on each parcel.

Sincerely,
TOMASSETTI & PRINCE

Teresa L. Prince, for the firm

TLP/jmh

Subject Parcels



August 19, 2020

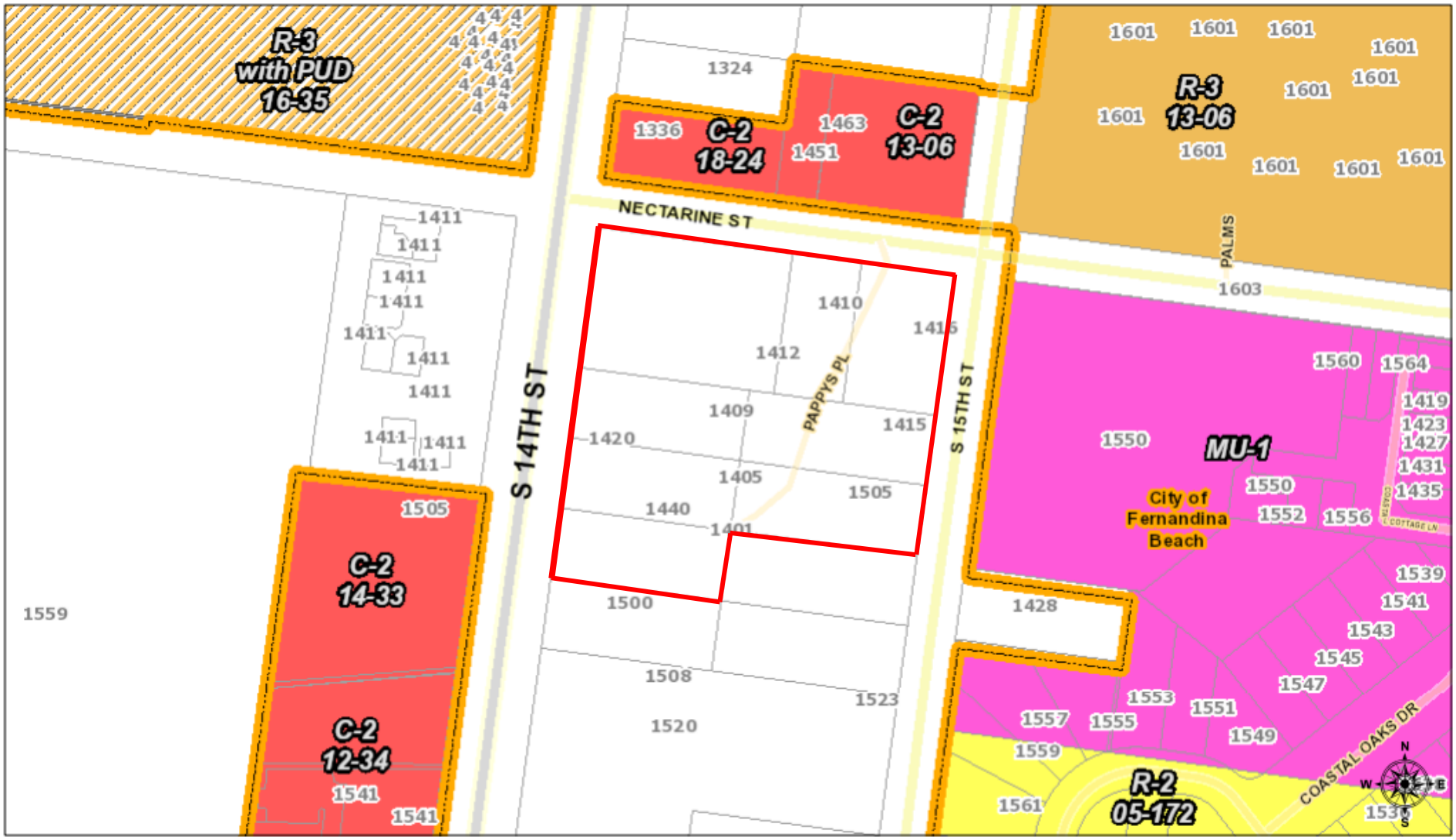
1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

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

Zoning Around Subject Parcels



August 25, 2020

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

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

THIS INSTRUMENT PREPARED BY:

OLDE TOWNE TITLE COMPANY
21 NORTH 3RD STREET
FERNANDINA BEACH, FLORIDA 32034

RECORD AND RETURN TO:
OLDE TOWNE TITLE COMPANY
21 NORTH 3RD STREET
FERNANDINA BEACH, FLORIDA 32034

RE PARCEL ID #: **00-00-31-1800-0267-0021**
BUYER'S TIN:

Doc# 200104998
Book: 972
Pages: 1666 - 1667
Filed & Recorded
02/28/2001 03:26:25 PM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
DEED DOC STAMP $ 2,800.00
RECORDING $ 9.00
TRUST FUND $ 1.50

PERSONAL REPRESENTATIVE'S DEED

1050
2800.00

THIS INDENTURE, without power of sale under will, is made this **27th day of February, 2001** by **The Estate of Linton Lee, deceased under Probat Case #99-019-CP of Nassau County, Florida.** hereinafter called Grantor, and whose address is **c/o 406 Ash Street, Fernandina Beach, Fl. 32034** to **Pappy's L.L.P. a Florida Limited Liability Partnership,** hereinafter called Grantee and whose address is **26 South 6th Street, Fernandina Beach, Fl. 32034.**

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

OTC 01-802

THAT Grantor, pursuant to Court Order dated **February 20, 2001** entered in the Circuit Court of **Nassau** County, **Florida,** Case Number **99-019-CP,** and in consideration of the sum of Ten and NO/100 Dollars and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee the following described land situate, lying and being in **Nassau** County, **Florida,** to wit:

All of that certain piece, parcel or tract of land lying and being in the City of Fernandina Beach, formerly Fernandina, according to plat of said City 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, and being further described as: All of Lot Two (2), Nine (9), Ten (10) (Except the Westerly 30 feet thereof; and The North One-half (N 1/2) of Lot Three (3), in Block Two Hundred sixty-seven (267) CITY OF FERNANDINA BEACH, FLORIDA.

The real property described in this instrument is not the constitutional homestead nor the primary physical residence of the Grantor.

SUBJECT TO taxes accruing subsequent to December 31, **2000.**
SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference thereto shall not operate to reimpose same.
TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.
TO HAVE AND TO HOLD the same in fee simple forever.
AND Grantor hereby covenants to and with said Grantee that Grantor is the duly appointed, qualified and acting Personal Representative as aforesaid, and in all things preliminary to and in and about the sale and conveyance of the property described herein, the orders of the above named court, and the laws of the State of Florida have been followed and complied with in all respects, and that the undersigned Grantor has the full power and authority to execute this deed for the uses and purposes herein expressed; and that said land is free of all encumbrances.

Form Software by Automated Real Estate Services, Inc. 1-800-330-1295

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature

Witness Printed Signature

Witness Signature

Witness Printed Signature

A. Jeffrey Tomassetti
Personal Representative of the
Estate of Linton Lee, Deceased

STATE OF **FLORIDA**
COUNTY OF **NASSAU**

The foregoing instrument was acknowledged before me this **27th day of February, 2001** by **A. Jeffrey Tomassetti, as Personal Representative of the The Estate of Linton Lee, deceased under Probate Case #99-019-CP of Nassau County, Florida..** He/She is personally known to me or has produced _____ as identification.

Notary Public, State and County Aforesaid

Notary Signature

Notary Printed Signature

Pamela L. Foster
MY COMMISSION EXPIRES
February 23, 2003
#CC790259
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

(Title or Rank)

(Serial No., if any)

Form Software by Automated Real Estate Services, Inc. 1-800-330-1295

INSTR # 201505201, Book 1964, Page 15 Doc Type D, Pages 3, Recorded 02/23/2015 at 03:02 PM, John A Crawford, Nassau County Clerk of Circuit Court, Rec. Fee $27.00 Deed Doc Stamps. $0.70

This instrument was prepared by Clyde W. Davis, Attorney at Law, 960185 Gateway Blvd., Ste. 104, Fernandina Beach, Florida. Title to the Lands described herein has not been examined by me and no warranty or representation; expressed or implied, is given as to the marketability or condition of the title to the property, the quantity of lands included therein, the location of the boundaries, existence of liens, encumbrances or any unpaid taxes.

QUIT-CLAIM DEED

Recd: 27.00 .70 27.70 Stamps

THIS INDENTURE, executed this 18th day of February 2015, between **AMELIA RIVER FARMS GROUP, LLC,** a Florida limited liability company, whose mailing address is 26 South 5th Street, Fernandina Beach, Florida 32034, Party of the First Part, GRANTOR, and **TOADFISH OF AMELIA, LLC,** a Florida limited liability company, whose address is 26 South 5th Street, Fernandina Beach, Florida 32034, Party of the Second Part, GRANTEE.

WITNESSETH: The Party of the First Part, for **ONE DOLLAR**, the sufficiency and receipt of all of which is hereby acknowledged, has remised, released, and quit-claimed and by these presents does remise, release, and quit-claim all of its right, title, claim, equity and interest unto the said Party of the Second Part and its successors, and assigns forever, in and to the following described land, situate, lying and being in the County of Nassau, State of Florida, to-wit:

SEE EXHIBIT "A" attached hereto and by this reference made a part hereof.

PARCEL I.D. NUMBER: 00-00-31-1800-0267-0010

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and in all the estate, right, title, interest, lien, equity and claim whatsoever of the said Parties of the First Part, either in law or in equity, to the only proper use, benefit, and behoof of the said Party of the Second Part, its heirs, successors, and legal assigns forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be issued in its name and its seal affixed hereunto by its proper officers thereunto fully authorized, the day and year first above written.

AMELIA RIVER FARMS GROUP, LLC

BY: _____

S. Perry Penland, Jr., Its Managing Member
26 South 5th Street
Fernandina Beach, FL 32034

Signed, sealed and delivered
in the presence of:

WITNESS: **Clyde W. Davis**
PRINT NAME BELOW SIGNATURE

WITNESS: **Donna L. Rowland**
PRINT NAME BELOW SIGNATURE

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 18th day of February, 2015, by an officer duly authorized to take acknowledgments, by S. Perry Penland, Jr., well known to me and known to me to be the Managing Member of **AMELIA RIVER FARMS GROUP, LLC**, named as Grantor in the foregoing deed who acknowledged executing the same in the presence of the two subscribing witnesses freely and voluntarily under authority duly vested in him by the company who produced _____ as identification and who did not take an oath.

DONNA L. ROWLAND
MY COMMISSION # FF 148007
EXPIRES: August 31, 2018
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, STATE OF:
PRINT NAME:
MY COMMISSION EXPIRES:

EXHIBIT "A"

All that certain lot, piece or parcel of land situate, lying and being in the City of Fernandina Beach (formerly Fernandina) County of Nassau and State of Florida and being further described according to the Official Map or 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 as:

The Westerly 140.0 feet of the Easterly 210.0 feet of Lot One (1), Block Two Hundred Sixty-seven (267) and the Easterly 70.0 feet of Lot One (1) and the Westerly 30.0 feet of Lot Ten (10), Block Two Hundred Sixty-seven (267), City of Fernandina Beach, Florida.

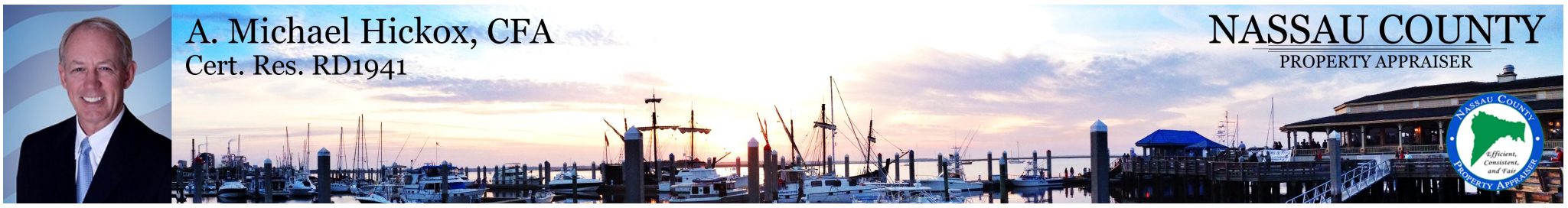
LESS AND EXCEPT:

Easement Area:

THAT PART OF LOTS 1 AND 10, BLOCK 267, CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), 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, SITUATED IN SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 5/8" IRON ROD AND CAP STAMPED "7039" AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 267, CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), 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 FOR THE POINT OF BEGINNING; THENCE NORTH 84°01'10" WEST ALONG THE SOUTH LINE OF SAID LOT 1 FOR 22.00 FEET; THENCE NORTH 04°15'52" EAST FOR 80.00 FEET; THENCE NORTH 14°22'48" EAST FOR 93.03 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 1 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF NECTARINE STREET (60' WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 84°01'09" EAST ALONG SAID NORTH LINE, AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE NORTH LINE OF LOT 10, SAID BLOCK 267 FOR 40.40 FEET TO THE NORTHEAST CORNER OF THE WEST 30 FEET OF SAID LOT 10; THENCE SOUTH 05°50'38" WEST ALONG THE EAST LINE OF SAID WEST 30 FEET FOR 172.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 10; THENCE NORTH 84°01'10" WEST ALONG SAID SOUTH LINE OF SAID LOT 10 FOR 30.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 8,600 SQUARE FEET (0.197 ACRES), MORE OR LESS.



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0010

Owner Name	TOADFISH OF AMELIA LLC
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1412 NECTARINE ST
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	UTILITIES 009100
Deed Acres	0
Short Legal	BLK 267 LOT 1 & PT OF LOT 10 IN OR 1964/15 CITY OF FDNA
	BEACH S/D OF

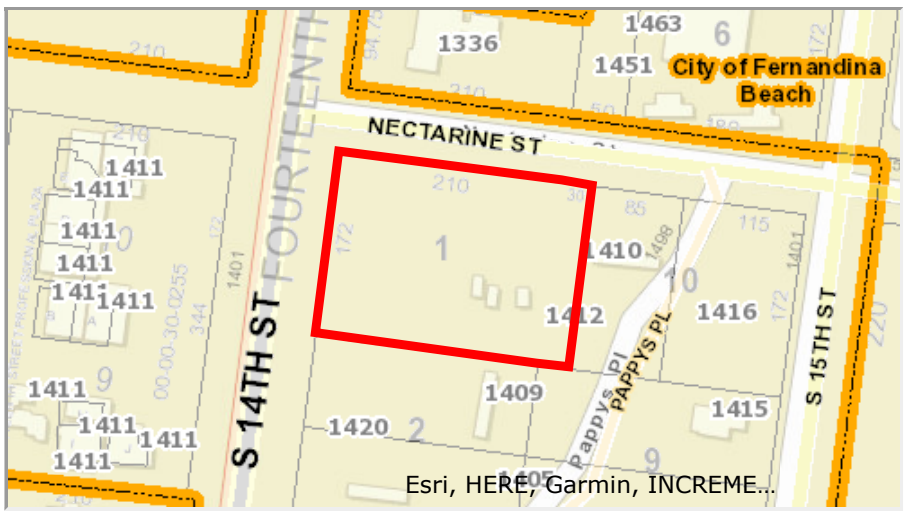
2020 Preliminary Values

Land Value	$144,479
(+) Improved Value	$20,546
(=) Market Value	**$165,025**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$0
(=) Assessed Value	**$165,025**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$165,025
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

Property Search
Map This Parcel
GIS Report
Property Record Card
Print Friendly Page

PARCEL MAP



2019 AERIAL MAP

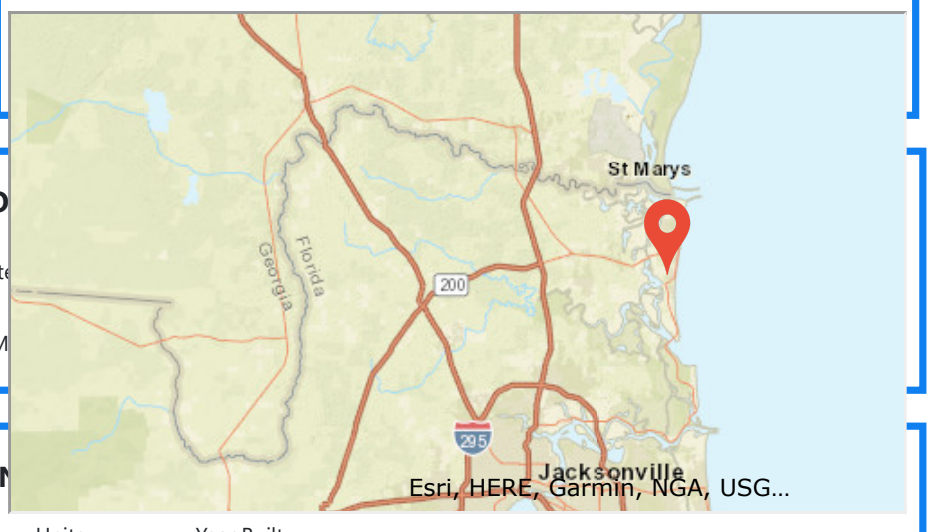


PROPERTY PHOTO



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

LOCATION MAP



BUILDING INFO

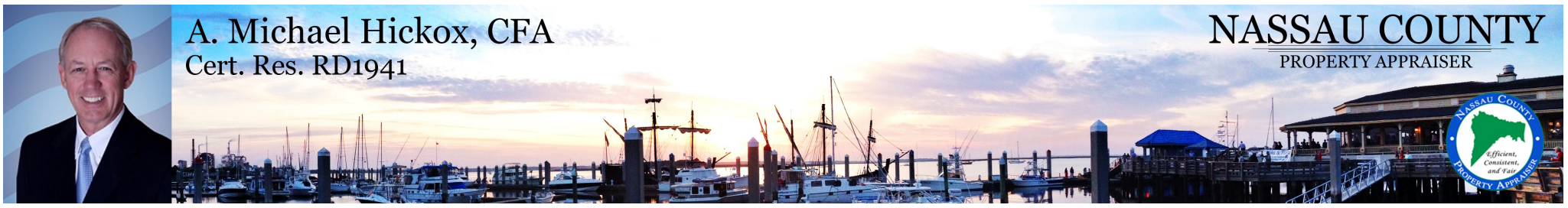
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte
EXCEP COMM	216	216	0	0	PREFIN M

MISCELLANEOUS IN

Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2015-02-18	1964 / 15	$100	QC	U	Y	AMELIA RIVER FARMS GROUP LLC	TOADFISH OF AMELIA LLC
2012-02-21	1779 / 1411	$196,224	WD	U	Y	AMELIA RIVER FARMS INC	AMELIA RIVER FARMS GROUP LLC
2012-02-21	1779 / 1407	$100	MS	U	Y	MCCRAINIE DANIEL I ETAL	AMELIA RIVER FARMS GROUP LLC
1995-10-04	740 / 1428	$150,000	WD	Q	N	NECTARINE INC	AMELIA RIVER FARMS INC
1991-12-18	644 / 727	$110,000	WD	Q	Y	LITTLE CHARLES E SR	NECTARINE INC
1991-12-03	643 / 214	$1,000	CT	U	Y	CLERK OF COURT	LITTLE CHARLES E SR
1988-04-20	541 / 243	$55,000	WD	U	Y	DENNARD W IRVIN	DENNARD W & FANNIN K
1988-03-30	539 / 1049	$100	WD	U	Y	CALDWELL MARK M	DENNARD W IRVIN
1987-05-08	517 / 154	$140,000	WD	U	Y	LITTLE CHARLES SR	DENNARD & CALDWELL
1979-12-01	307 / 60	$4,000	WD	U	N		
1972-01-01	125 / 425	$5,000	TA	Q	N		
1972-01-01	124 / 485	$3,500	TA	U	N		



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0102

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1410 NECTARINE ST
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	MOBILE HOM 000200
Deed Acres	0
Short Legal	BLOCK 267 W 1/2 OF LOT 10 EX W 30 FT PT OR 972/1666

2020 Preliminary Values

Land Value	$60,000
(+) Improved Value	$9,444
(=) Market Value	**$69,444**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$22,475
(=) Assessed Value	**$46,969**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$69,444
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

Property Search
Map This Parcel
GIS Report
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PARCEL MAP

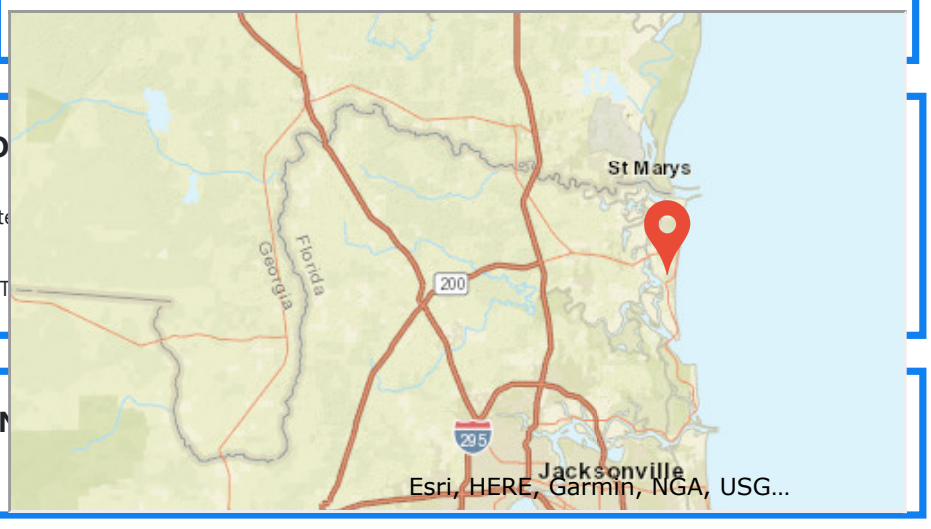


2019 AERIAL MAP

PROPERTY PHOTO

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

LOCATION MAP



BUILDING INFO

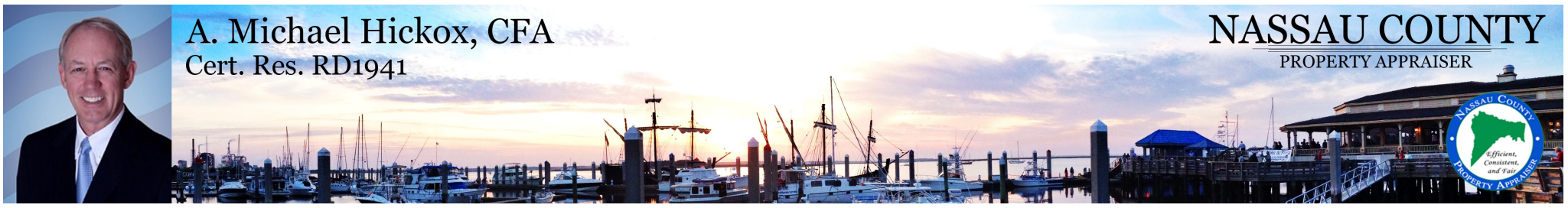
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte
M/H 93-	732	732	2	1	MOD MET

MISCELLANEOUS IN

Description	Dimensions L X W

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP
1977-05-01	244 / 615	$1,400	QC	U	N		
1973-01-01	139 / 428	$2,500	AA	Q	N		



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0101

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1416 NECTARINE ST
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	MOBILE HOM 000200
Deed Acres	0
Short Legal	BLOCK 267 E 1/2 OF LOT 10 PT OR 972/1666 R359601 & R359602

2020 Preliminary Values

Land Value	$70,000
(+) Improved Value	$18,863
(=) Market Value	**$88,863**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$21,839
(=) Assessed Value	**$67,024**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$88,863
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

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PARCEL MAP

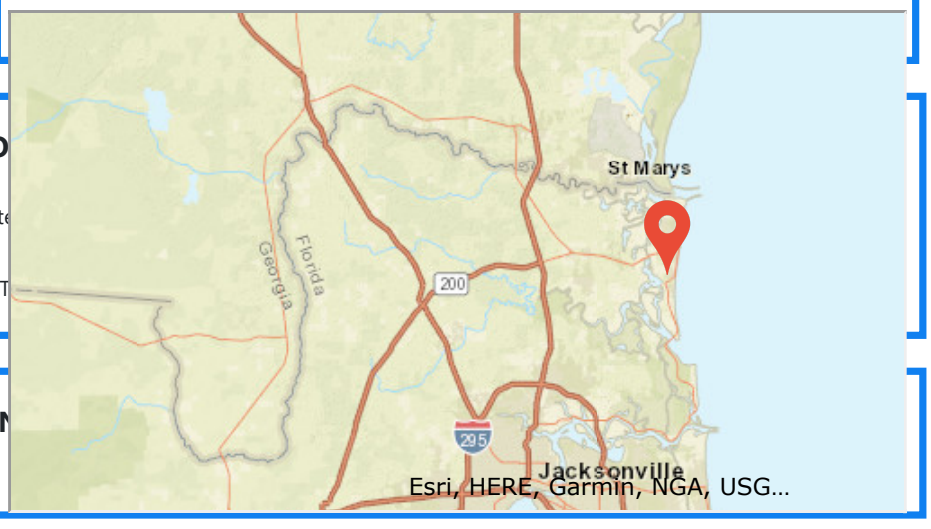


2019 AERIAL MAP

PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

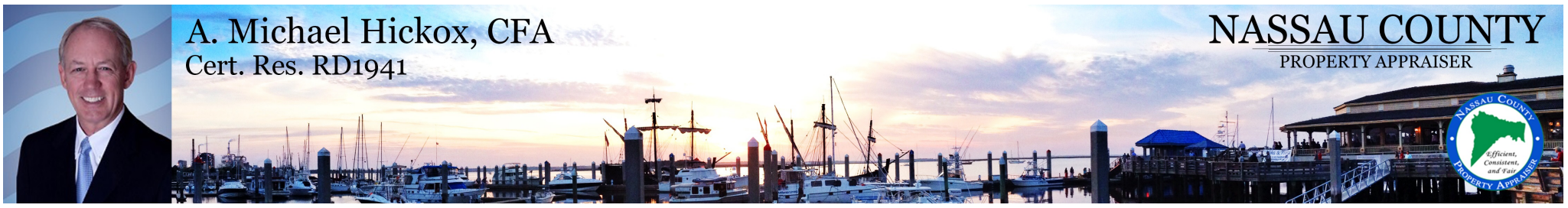
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte
M/H 93-	1421	1152	3	2	MOD MET

MISCELLANEOUS IN

Description	Dimensions L X W

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP
1973-01-01	148 / 201	$2,500	WD	Q	N		



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0021

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1409 PAPPYS PL
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	MOBILE HOM 000200
Deed Acres	0
Short Legal	BLOCK 267 N 1/2 OF LOT 2 PT OR 972/1666 R568178

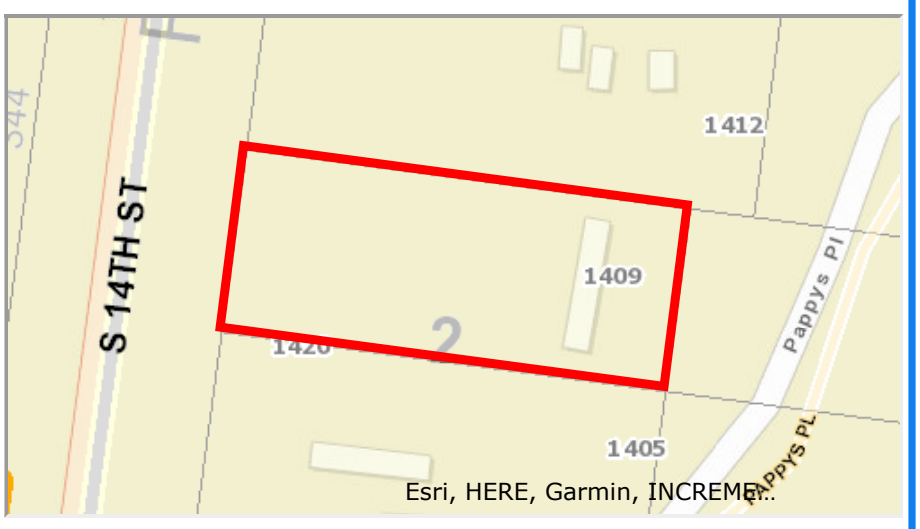
2020 Preliminary Values

Land Value	$62,510
(+) Improved Value	$9,988
(=) Market Value	**$72,498**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$0
(=) Assessed Value	**$72,498**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$72,498
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

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PARCEL MAP



2019 AERIAL MAP

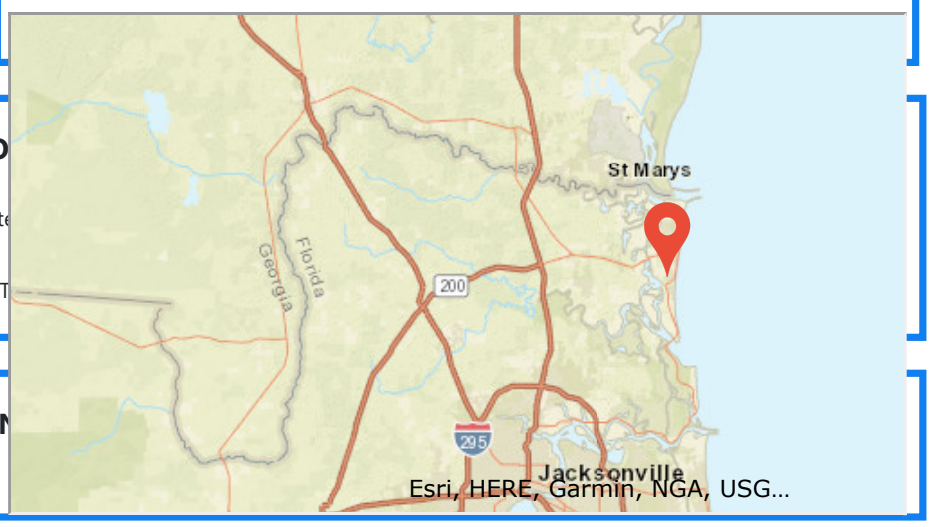


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

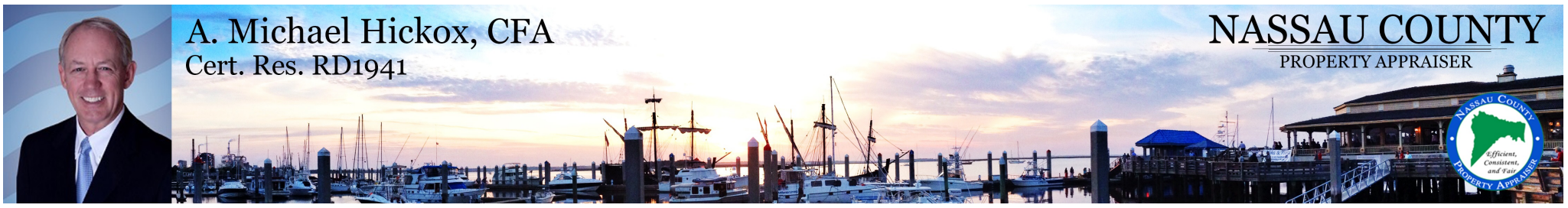
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte
M/H 93-	744	744	2	1	MOD MET

MISCELLANEOUS I

Description	Dimensions L X W

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP
1980-05-01	313 / 768	$9,400	WD	Q	Y		
1972-01-01	119 / 211	$800	TA	U	Y		



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0091

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1415 15TH ST S
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	SINGLE FAM 000100
Deed Acres	0
Short Legal	BLOCK 267 N1/2 OF LOT 9 PT OR 972/1666 ESMT PT OR 1567/64

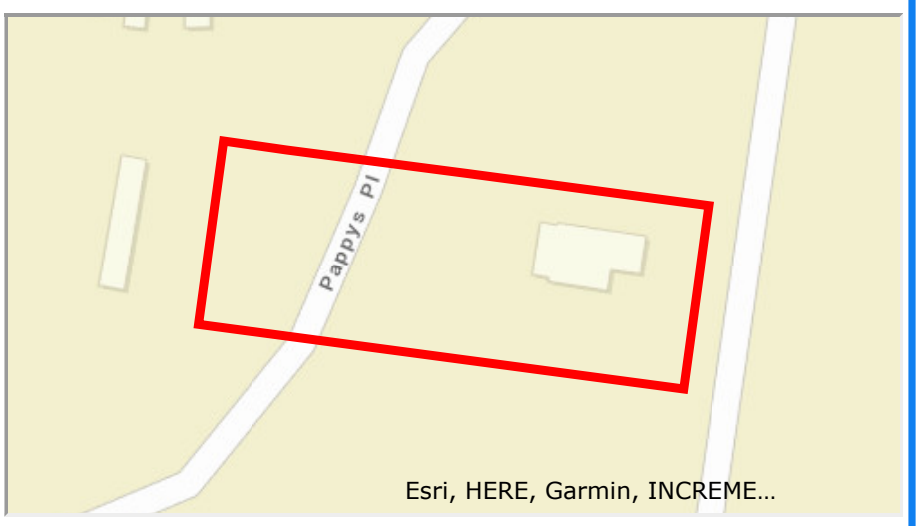
2020 Preliminary Values

Land Value	$59,338
(+) Improved Value	$41,311
(=) Market Value	**$100,649**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$16,737
(=) Assessed Value	**$83,912**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$100,649
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

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PARCEL MAP



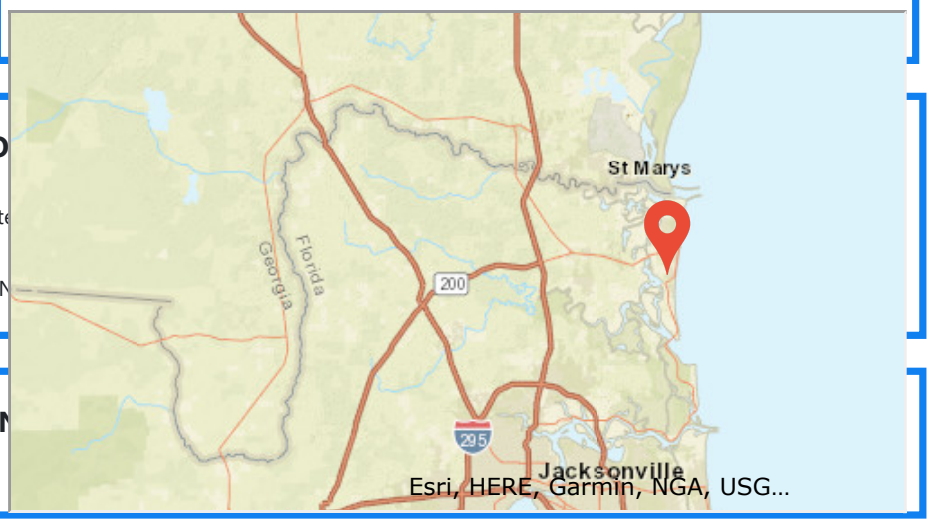
2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

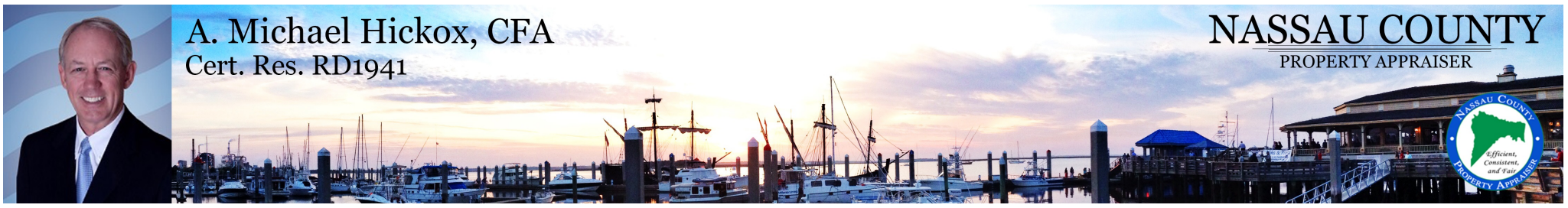
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte
SINGLE FAM	1236	1036	3	1.5	ASB SIDIN

MISCELLANEOUS IN

Description	Dimensions L X W

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP
1984-02-01	413 / 49	$4,000	MS	U	Y		
1975-00-01	197 / 338	$2,000	WD	Q	N		



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0022

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1420 S 14TH ST
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	MOBILE HOM 000200
Deed Acres	0
Short Legal	BLOCK 267 S1/2 OF LOT 2 PT OR 972/1666 ESMT PT OR 1567/64

2020 Preliminary Values

Land Value	$62,510
(+) Improved Value	$8,624
(=) Market Value	**$71,134**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$0
(=) Assessed Value	**$71,134**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$71,134
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

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PARCEL MAP

2019 AERIAL MAP

PROPERTY PHOTO

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LOCATION MAP

BUILDING INFORMATION

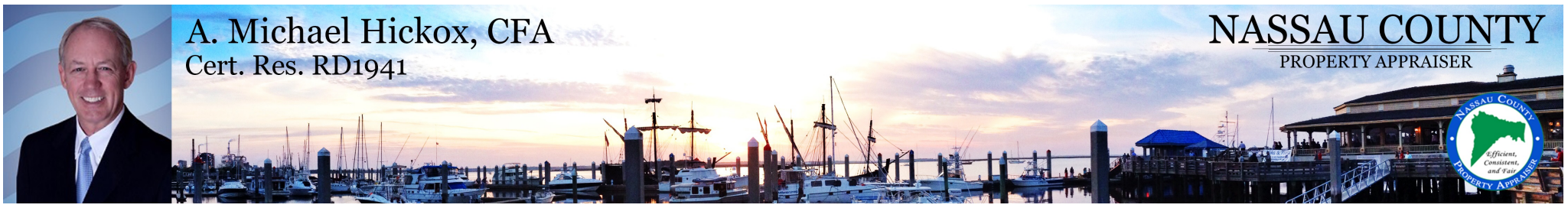
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built	Building Sketch
M/H 93-	672	672	2	1	MOD METAL		CONVECTION	CONVECTION	1968	

MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP
1984-09-01	432 / 593	$100	MS	U	Y		
1972-00-01	121 / 153	$2,000	WD	Q	N		



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0092

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1505 15TH ST S
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	VAC W/XFOB 000001
Deed Acres	0
Short Legal	BLOCK 267 S1/2 OF LOT 9 PT OR 972/1666 ESMT PT OR 1567/64

2020 Preliminary Values

Land Value	$59,342
(+) Improved Value	$10,153
(=) Market Value	**$69,495**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$20,169
(=) Assessed Value	**$49,326**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$69,495
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

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

Property Search
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PARCEL MAP

2019 AERIAL MAP

PROPERTY PHOTO

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LOCATION MAP

BUILDING INFORMATION

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

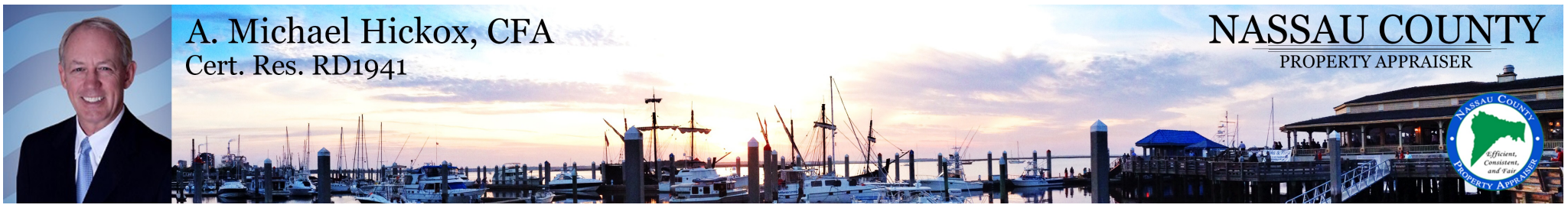
MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP

1984-02-01	413 / 49	$4,000	MS	U	Y
1975-01-01	191 / 238	$3,000	WD	Q	N



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0267-0031

Owner Name	PAPPY'S LLP
Mailing Address	2018 CHEROKEE DRIVE
	NEPTUNE BEACH, FL 32266
Location Address	1440 S 14TH ST
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	STORE/OFFI 001200
Deed Acres	0
Short Legal	BLOCK 267 N1/2 OF LOT 3 PT OR 972/1666 R568179 CITY OF FDNA BEACH

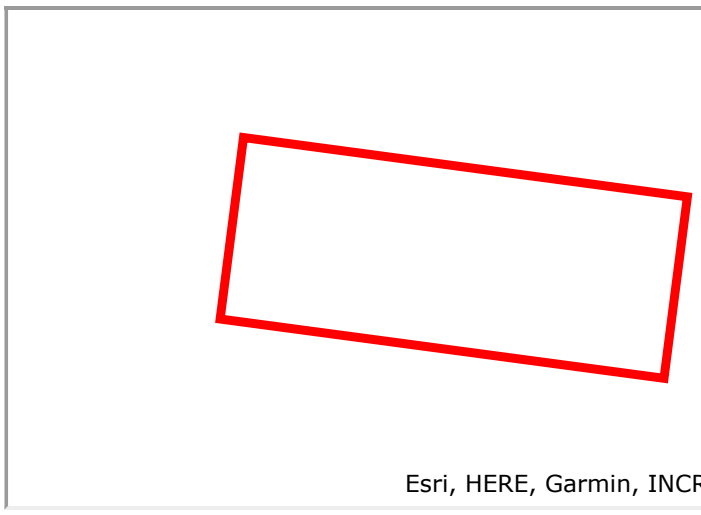
2020 Preliminary Values

Land Value	$63,210
(+) Improved Value	$35,811
(=) Market Value	**$99,021**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$3,873
(=) Assessed Value	**$95,148**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$99,021
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$0**

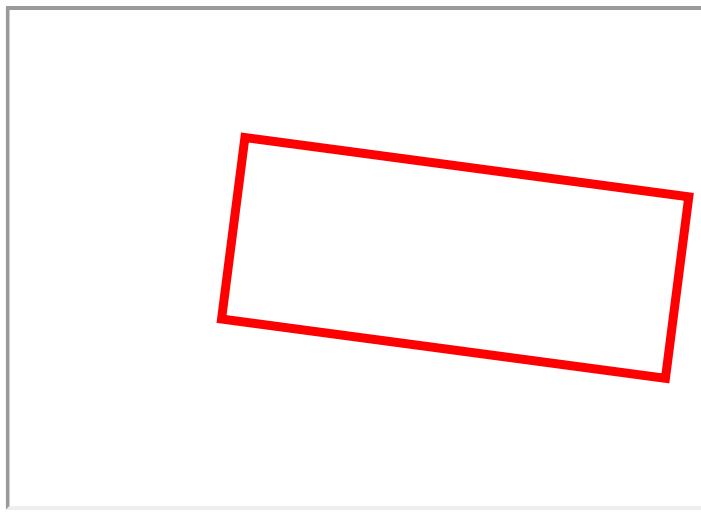
Note - *10% Cap does not apply to School Taxable Value

Property Search
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PARCEL MAP



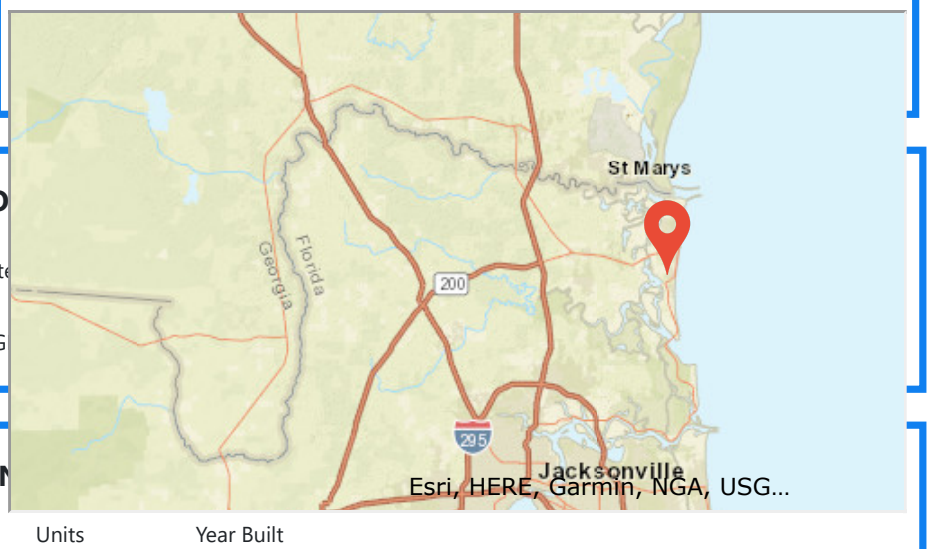
2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte
OFFICE LOW	946	736	1	0	AVERAG

MISCELLANEOUS IN

Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-02-28	972 / 1666	$400,000	PR	U	Y	LEE LINTON ESTATE	PAPPY'S LLP
1984-09-01	432 / 593	$100	MS	U	Y		

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-30
Comprehensive Plan Amendment

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-30 at Second Reading.

SYNOPSIS: This Ordinance amends the City's 2030 Comprehensive Plan to address State of Florida mandated legislative requirements for "Peril of Flood," "Seasonal Population," and "Water Supply Facilities Work Plan" as determined by the 2019 Evaluation and Appraisal Review (EAR) report adopted by Resolution 2020-37.

Specifically, revisions are proposed to policies 1.02.04, 4.03.05, 4.03.12, 5.02.08, Objective 5.03, 5.03.12, 5.04.01, 5.04.05, adding new Objective 4.12 Water Supply Facilities Work Plan with supporting policies 4.12.01 through 4.12.05 and adding new policies 5.03.14 through 5.03.22. The City contracted with the Northeast Florida Regional Council to prepare draft amendments to meet minimum compliance with state statutes. At a Special Meeting on July 22, 2020, the Planning Advisory Board met to consider the proposed amendments. The board has issued a recommendation of approval. City Planning staff has also issued a recommendation of approval.

The City Commission must approve the proposed amendments for transmittal to State Land Planning Agency to conduct State Coordinated Review process.

Next Steps: Following the City Commission consideration of the proposed Ordinance, the document will be transmitted to applicable State, Regional, and local agencies as part of the State Coordinated review Process. The review time frame can take between four to six weeks. This item is anticipated to appear for Second Reading in late October 2020.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-30 at Second Reading.

Nicole Bednar, Administrative Services Manager	11/2/2020
Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020



Date: August 19, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2020-30

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, STATING ITS INTENT TO AMEND ORDINANCE 2003-36 IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE ADOPTED EVALUATION AND APPRAISAL REPORT BY RESOLUTION 2020-37; AND APPROVING THE TRANSMITTAL OF SUCH PROPOSED AMENDMENTS TO THE STATE LAND PLANNING AGENCY FOR REVIEW IN ACCORDANCE WITH SECTION 163.3184(3), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature intends that local planning be a continuous and ongoing process; and

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

WHEREAS, pursuant to Resolution 2020-37, the City Commission of the City of Fernandina Beach adopted its Evaluation and Appraisal Report and stated its intention to amend its Comprehensive Plan in accordance with the recommendations contained therein; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at a Special Meeting on Wednesday, July 22, 2020, and unanimously recommended approval of the proposed amendments; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on July 10, 2020.

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

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments, attached hereto as Exhibit "A."

SECTION 2. TRANSMITTAL OF PROPOSED AMENDMENTS. The City Commission hereby endorses the proposed Comprehensive Plan amendments for transmittal to the State Land Planning Agency for the purpose of a Coordinated State Review in accordance with Section 163.3191, Florida Statutes.

SECTION 3. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding ~~shall~~ must in no way affect the validity of the remaining portions of this Ordinance.

SECTION 4. COMPLIANCE. The proposed plan amendments adopted by this Ordinance are not effective until a final order is issued by the State Land Planning Agency finding the amendments to be "in compliance" in accordance with Section 163.3184, Florida Statutes. If the Agency issues a final order finding the amendments not "in compliance," the amendments may nonetheless be made effective by adoption of a Resolution at a public hearing affirming the effective status of the amendments. No development orders or development permits dependent upon these

amendments may be issued, and no development dependent upon these amendments may be undertaken before the amendments become effective.

SECTION 5. This Ordinance ~~shall~~ will become effective immediately upon enaction.

ENACTED this _____ day of _____, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

Date of First Reading Advertisement (LPA Hearing):	July 10, 2020
Date of Local Planning Agency (LPA) Hearing:	July 22, 2020
Date of First Reading and Public Hearing:	August 18, 2020
Date of transmittal proposed amendments to State Land Planning Agency:	*August 21, 2020*
Date of Compliance Report Received from State Land Planning Agency:	
Anticipated Date of Second Reading Advertisement:	*October 7, 2020*
Anticipated Date of Second Reading and Public Hearing:	*October 20, 2020*
Date of transmittal adopted amendments to State Land Planning Agency:	

2030 Comprehensive Plan, Coastal Management Element
'Peril of Flood' legislative updates depicting through strikethrough/underline the changes made for consistency with Section 163.3178(2)(f), Florida Statutes

Policy 5.02.08 (REVISED)
The City ~~shall~~ must coordinate with DEP in evaluating the location of the Coastal Construction Control Line (CCCL) and must require that any construction activities seaward of the CCCL established pursuant to Chapter 161.058 be consistent with statutory provisions.

Policy 5.04.01 (REVISED)
The City ~~shall~~ must designate Coastal High Hazard Areas (CHHA) on the Future Land Use Map (FLUM) series and ensure the criteria for mitigation found in a coastal high-hazard area is met, as defined in F.S. 163.3178(9). The CHHA is the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. ~~and as mapped in the Storm Tide Atlas 2011 as part of the Regional Evacuation Study.~~

Policy 5.04.05 (REVISED)
~~The City shall maintain a list of infrastructure facilities located in the CHHA which could be relocated, mitigated or replaced should state or federal funding become available for such activities. It is the City's intent to relocate, replace, or mitigate impacts to listed infrastructure facilities as funds become available.~~ The City must identify and assess all infrastructure located within the CHHA to determine its vulnerability. This vulnerability assessment will be based on data and analysis contained in the adopted Local Mitigation Strategy. Any decision to abandon or relocate infrastructure outside the CHHA following a natural disaster will be based on a benefit-cost analysis of vulnerable infrastructure consistent with the methodology provided for in the Local Mitigation Strategy.

REVISED OBJECTIVE: 5.03. **FLOOD RESILLENCY, HAZARD MITIGATION, DISASTER PREPAREDNESS, AND POST-DISASTER REDEVELOPMENT**

The City ~~shall~~ must protect the safety of residents and visitors through limitations on development within the Coastal High Hazard Area, preparation of a post-disaster plan, ~~and~~ through maintaining evacuation routes and standards for evacuation times and by implementing regulations which serve to reduce risks to human life and property from the effects of coastal flooding, erosion, storm surge, sea level rise, or damage to environmental systems and other natural hazards in the coastal and riverine areas through sound planning practices.

Policy 5.03.12 (REVISED)
Construction in floodplains ~~shall~~ must adhere to local development standards in keeping with the requirements of the National Flood Insurance Program (NFIP). The City ~~shall~~ must maintain and update as needed maps of existing development and densities within the floodplain, FEMA flood zones and repetitive loss maps, storm surge/Coastal High Hazard Area maps, and sea level rise impact maps – identifying current and potential future areas subject to inundation.

Policy 5.03.14
The City must document and maintain maps of extreme high tides ("king tides"), more frequent severe rainfall events, and newly revealed areas at risk of flooding to efficiently target mitigation efforts.

Policy 5.03.15
The City has adopted and must maintain a floodplain management ordinance that establishes requirements to safeguard the public health, safety, and general welfare, and minimizes public and private losses due to flooding through regulation of development in flood hazard areas.

Policy 5.03.16
The City must monitor the floodplain ordinance for consistency with the Florida Building Code and any needed updates, and must ensure that future modifications of flood-resistant construction requirements in the floodplain ordinance continue to be consistent with, or more stringent than, requirements of the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60.

Policy 5.03.17
The City floodplain manager and/or Building Official or designee must review all permit applications and site development plans to determine whether proposed development sites will reasonably be safe from flooding. If a proposed development site is in a flood hazard area, all site development activities (including grading, filling, utility installation, and drainage modification), all new construction and substantial improvements must be designed and constructed with methods, practices and materials that minimize flood damage and that are in accordance with the City floodplain ordinance.

Policy 5.03.18
The City must continue to upgrade stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and seawall/bulkhead repair in addition to sustainable flood management actions such as installation of bioswales, recharge through drainage wells, use of pervious pavement, maintenance of natural preserve and open space areas, and protection of tidal beaches that will be adaptable to future climate events.

Policy 5.03.19
The City must consider purchasing properties in areas most vulnerable to destructive storm surge and flooding for recreational uses, conservation, and open space, based on availability of funding.

Policy 5.03.20
The City must ensure that adequate debris staging areas exist and that such staging areas are not in the CHHA, the floodplain, wetlands, other environmentally sensitive area, or area with known cultural or archaeological resources.

Policy 5.03.21
The City must continue participation in the National Flood Insurance Program Community Rating System to reduce flood losses, achieve flood insurance premium discounts for residents, and strive toward Higher Regulatory Standards in order to improve the City's score with each recertification process.

Policy 5.03.22
The City must pursue, through partnerships, hydrologic and hydraulic studies for areas of the City without known base flood elevation information. This information can be used as the basis for updates to Federal Emergency Management Agency (FEMA) flood insurance studies (FIS), flood insurance rate maps (FIRM), and the City's floodplain management ordinance.

2030 Comprehensive Plan, Future Land Use Element

'Seasonal Population' legislative updates depicting through strikethrough/underline the changes made for consistency with Sections 163.3177(6)(a)(4) and 163.3177(6)(a)(8)

Future Land Use Policy 1.02.04.
Decisions on amendments to the FLUM ~~shall~~ must be based on an analysis of the suitability and compatibility of the proposed use, based on the following factors:
a. Type and density or intensity of surrounding uses;
b. Zoning districts in the surrounding area;
c. Demonstration of adequate water supply and water supply facilities;
d. Appropriateness of the size of the parcel compared to the proposed use;
e. Physical condition of the site, and the suitability of soils and topography for the proposed use;
f. Suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, flood zones, or historic resources;
g. Compatibility factors;
h. Impact on adopted levels of service standards and quality of service standards;
i. Location in a Coastal Upland Protection Zone (CUPZ);
j. The community vision; and
k. Allowing for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and business. This analysis must analyze at least three aspects of seasonal population: hotel/motel occupants, short-term rentals, and occupancy of second homes. The City must track the best available data on the three aspects of seasonal population, if available. If the data is unavailable then the City will compile the data internally.

2030 Comprehensive Plan, Public Facilities Element

Referenced in the Water Supply Facilities Work Plan depicting through strikethrough/underline the changes made for Consistency with Section 163.3177(6)(c)3, Florida Statutes

Policy 4.03.12.
~~Voluntary water conservation measures as defined by the St. Johns River Water Management District shall be promoted and become mandatory during water shortage emergencies for all potable water users including domestic, public, institutional, industrial, commercial, and agricultural.~~ The City ~~shall~~ must cooperate with SJRWMD during declared water shortage emergencies by conserving water resources and assisting with enforcement of water shortage emergency declaration, orders, and plans (Rule 40C-21, F.A.C., SJRWMD water shortage plan).

OBJECTIVE 4.12.
The City ~~shall~~ must maintain a Water Supply Facilities Work Plan as required by Florida Statutes.
Policy 4.12.01.

The City ~~shall~~ must maintain a Water Supply Facilities Work Plan (Work Plan) that is coordinated with SJRWMD's North Florida Regional Water Supply Plan (NFRWSP). The Work Plan and related comprehensive plan policies will be updated, as necessary, within 18 months of an update of the NFRWSP that affects the City.

Policy 4.12.02.

The City's Water Supply Facilities Work Plan (2020-2035) is incorporated into the comprehensive plan as Exhibit A of the Public Facilities Element.

Policy 4.12.03.

The Water Supply Facilities Work Plan ~~shall~~ must identify the water conservation and reuse practices, along with the traditional and alternative water supply projects, necessary to meet existing and future water demands.

Policy 4.12.04.

The Water Supply Facilities Work Plan will incorporate and identify the projects contained in the North Florida Regional Water Supply Plan and selected by the City for implementation (if any).

Policy 4.12.05.

The City will participate in the development of updates to the St. Johns River Water Management District (SJRWMD) Regional Water Supply Plan and other water supply development-related initiatives facilitated by the SJRWMD that affect the City.

2030 Comprehensive Plan, Coastal Management Element

'Peril of Flood' Legislative Updates Background Data & Analysis

F.S. 163.3178(2)(f) specifies components that must be contained in the coastal management element required for a local government comprehensive plan. Each must contain a coastal redevelopment component that addresses how to eliminate inappropriate and unsafe development in the coastal areas when opportunities arise. The redevelopment component must (outlined in sections 1 – 6 below with reference to existing, revised, and new policies):

1. *Include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.*

Existing Policies

Policy 1.07.03 – Requiring compliance with Florida Statute 163.3178(9)(a) prior to approving a density change in land use within the CHHA
Policy 5.03.04 – Providing a hurricane guide to citizens
Policy 5.03.05 – Developing a post-disaster redevelopment plan that provides the basis for executing specific activities during times of natural disaster
Policy 5.04.02 – Requiring proposed development in CHHA to be evaluated for impacts on traffic circulation, evacuation routes, and proximity to off-island shelter facilities
Policy 5.04.03 – Not allowing public expenditures for infrastructure improvements which subsidize increases in development in the CHHA
Policy 5.04.04 – Requiring that, prior to the development of public facilities in the CHHA, it shall be determined that no other feasible sites exist outside the area
Policy 5.04.06 – Meeting standards for construction within coastal high hazard area and flood proofing
Policy 5.04.07 – Prohibiting amendments to the FLUM which result in a net increase in residential density in the CHHA
Policy 5.04.08 – Directing population concentrations, including nonresidential development, away from the CHHA
Policy 5.04.09 – Prohibiting the location of new assisted living facilities, nursing homes, hospitals, or other similar facilities within the CHHA
Policy 5.04.10 – Recognizing sea-level rise as a potential coastal hazard; working with partners and relevant entities to develop strategies for responding to sea-level rise

Revised Policies

Policy 5.04.01 – Designating CHHA on FLUM and ensuring criteria for mitigation found in CHHA is met

New Policies

Policy 5.03.14 – Documenting and maintaining maps of extreme high tides, more frequent severe rainfall events, and newly revealed areas at risk of flooding
Policy 5.03.15 – Maintaining an adopted floodplain management ordinance

Policy 5.03.17 – Reviewing all permit applications and site development plans to determine whether proposed development sites will be reasonably safe from flooding
Policy 5.03.18 – Continuing to upgrade stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and other site specific techniques
Policy 5.03.20 – Ensuring that adequate debris staging areas exist and that such staging areas are not in the CHHA

2. *Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.*

Existing Policies

Policy 5.03.05 – Developing a post-disaster redevelopment plan that provides the basis for executing specific activities during times of natural disaster. The PDRP should provide a basis for executing the following activities during times of natural disaster:

Policy 5.03.05 (d) – Analyzing and recommending hazard mitigation options, including reconstruction or relocation of damaged public facilities.
Policy 5.03.05 (e) – Developing a redevelopment plan including limitations on redevelopment in areas which have experienced destruction or severe damage from storm surge, waves, erosion, or other manifestations of storm-driven waters
Policy 5.03.05 (f) – Discouraging the rebuilding and redevelopment of facilities which encourage growth in hazardous areas
Policy 5.03.05 (m) – Considering development credits or transfer of development rights for use as incentives to reduce rebuilding damaged structures in the CHHA

Policy 5.04.08 – Directing population concentrations, including nonresidential development, away from the CHHA

Revised Policies

Policy 5.04.05 – Identifying and assessing all infrastructure located within the CHHA to determine its vulnerability so that decisions on abandonment or relocation outside the CHHA are better informed

New Policies

Policy 5.03.19 – Purchasing properties in areas most vulnerable to destructive storm surge and flooding for recreational uses and open spaces

3. *Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.*

Existing Policies

Policy 5.04.06 – Requiring permanent building construction to meet the standards of the National Flood Insurance Program and local floodplain protection regulations
Policy 5.03.05 (n) – Recommending techniques and methods that lower densities along the oceanfront, as part of PDRP
Policy 5.05.09 – Protecting recreational and commercial working water fronts, helping to prevent losses from disasters

New Policies

Policy 5.03.22 – Pursuing hydrologic and hydraulic studies for areas of the City without known base flood elevation information

4. *Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.*

Revised Policies

Policy 5.03.12 – Ensuring that construction in floodplains must adhere to local development standards in keeping with the requirements of the NFIP

New Policies

Policy 5.03.16 – Monitoring the local floodplain ordinance for consistency with the Florida Building Code and any needed updates; and ensuring that future modifications of flood-resistant construction requirements continue to be consistent, or more stringent than, requirements of the Florida Building Code

5. *Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with chapter 161.*

Existing Policies

Policy 5.02.09 (a) – Avoiding adverse impacts on the contours and topography 1,000 feet landward of the CCCL
Policy 5.02.09 (b) – Avoiding adverse impacts on the contours and topography for properties eastward of the CCCL
Policy 5.02.12 – Requesting that DEP promptly notify the City of all applications within the City seeking variances or other relief from the CCCL

Revised Policies

Policy 5.02.08 – Coordinating with DEP in evaluating the location of CCCL and require any construction activities seaward of the CCCL be consistent with statutory provisions

6. *Encourage local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.*

Revised Policies

Policy 5.03.12 – NFIP construction standards and mapping of existing development and densities. Ensuring that construction in floodplains must adhere to local development standards in keeping with the requirements of the NFIP

New Policies

Policy 5.03.21 – Continuing to participate in the National Flood Insurance Program (NFIP) Community Rating System (CRS)

Other Existing Generalized Floodplain References

Policy 5.03.12 – NFIP construction standards and mapping of existing development
Policy 5.03.13 – Storage of hazardous materials
Policy 5.04.06 – meeting standards for construction within CHHA area
Policy 5.07.20 – requirements of LDRs
Policy 5.14.08 – Special requirements for development activities within floodplain

Policy 1.02.05 – LDC requirements
Policy 1.02.04 – Decisions on FLUM
Policy 1.03.01 – resource protection, LDRs to address development in floodplain

Objective 4.05 – Stormwater Management, **Policies 4.05.04, 4.05.07, 4.05.12, 4.05.15**

Policy 6.06.01 – city-owned floodplains and conservation lands

Policy 7.03.02 – compatible regulations with Nassau County and SJRWMD
Policy 7.04.10 – Work to establish a single regulatory framework

Policy 10.03.08 – Future School siting outside of flood prone areas

Objective 11.05 – Post-disaster strategies in Historic District

2030 Comprehensive Plan, Future Land Use Element

'Seasonal Population' Legislative Updates Background Data & Analysis

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Relevant Excerpts from the 2019 FERNANDINA BEACH EVALUATION AND APPRAISAL REVIEW (EAR)

Excerpt from Part 1, Section 3

The following amendments will be made to address statutory charges:

• Chapters 2011-139 and 2012-99, amending Sections 163.3177(6)(a)(4) and 163.3177(6)(a)(8), Florida Statutes, required and optional elements of the comprehensive plan; studies and surveys. The required updates relate to providing a balance of uses while allowing for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and businesses and accommodating the minimum amount of land needed to achieve these goals, and the analysis required to support changes to the future land use map.

The April 23, 2019 public workshop considered a draft of text addressing this issue. The text below has distributed as it has been used successfully to satisfy State requirements on this issue, and there was significant consensus on the additional, underlined text.

Objective: The amount of land designated for future land uses in the City shall, consistent with community vision, allow for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and business.

Policy: Future Land Use Map amendments shall include the following analyses:

a. An analysis of the availability of facilities and services. This shall include data and analysis regarding the capacity of the future land use to accommodate the proposed amendment, and data and analysis addressing at least three aspects of seasonal population: hotel/motel occupants, short-term rentals, and occupancy of second homes.

b. An analysis of the sustainability of the plan amendment for its proposed use considering the character of undeveloped land, soils, topography, natural resources, and historic resources on site.

c. An analysis of the minimum amount of land needed to achieve the goals and requirements of the Objective above.

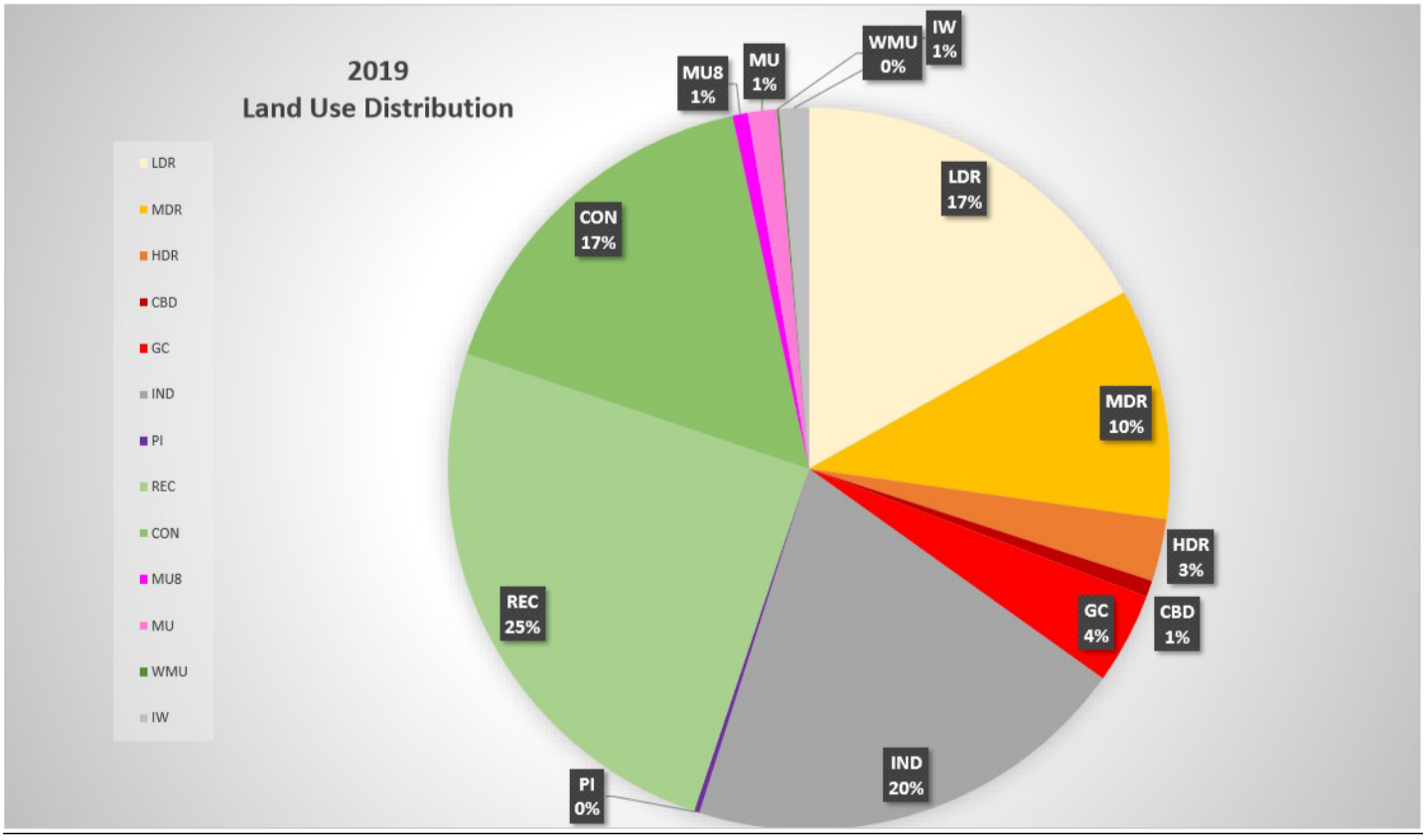
Excerpt from Part 2, Section 3

3) Future Land Use Map Distribution

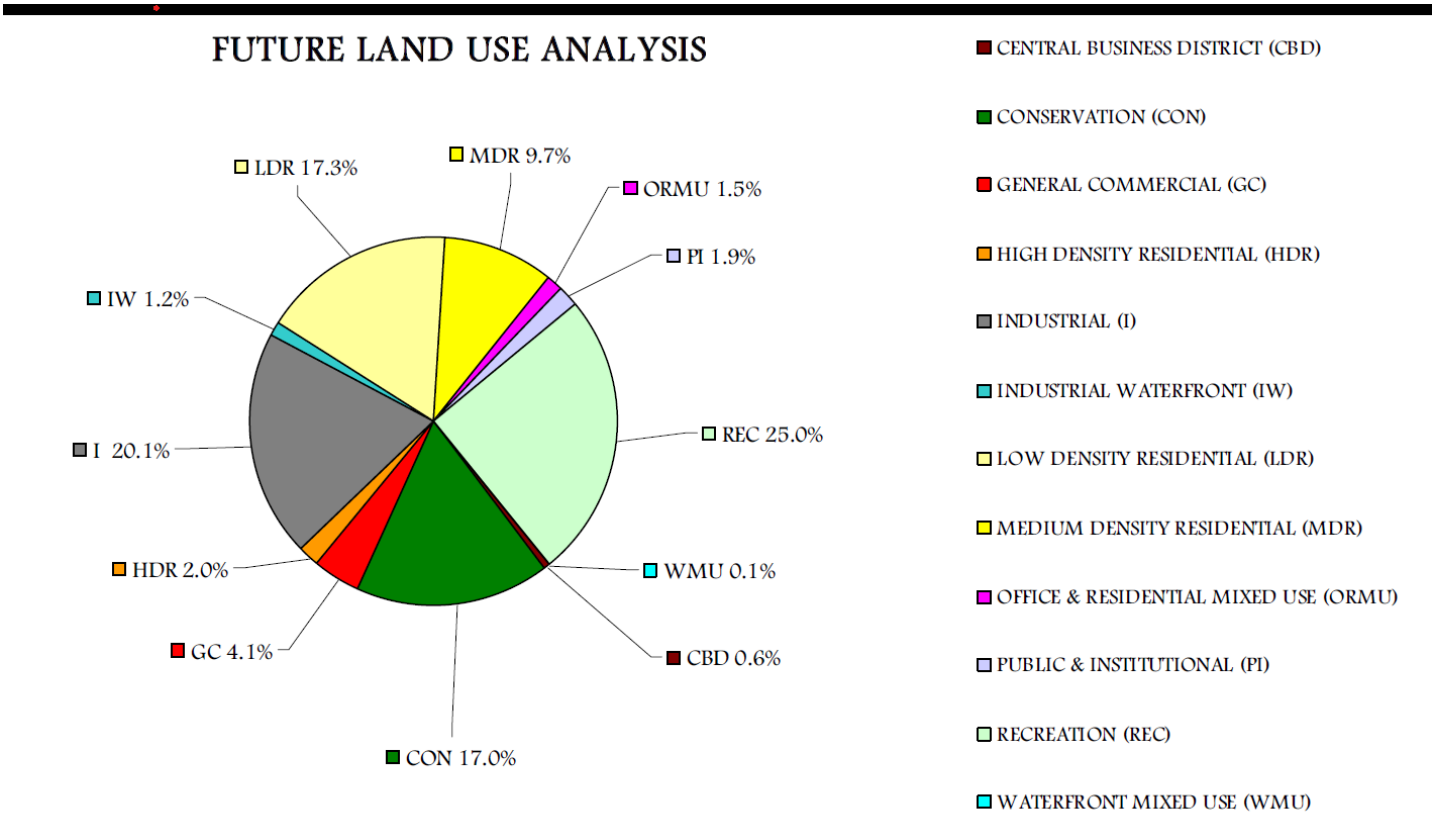
The City is comprised of four primary land use categories: Conservation/ Parks & Open Space, Residential, Commercial and Industrial as depicted on the Future Land Use Map (FLUM)**.** Almost half (42%) of the City is held in conservation or recreational land use. The City's available residential land makes up another 29%. Just over 21% of the City is held as industrial land and about 4% of the City is commercial. The remaining land use designations are mixed use districts comprised of both commercial and residential uses (CBD, ORMU, and WMU) and public/ institutional lands (PI); combined, these categories hold the remaining 4% of the City's available land uses.

A comparison of the Future Land Use Map categories in 2009 and 2019 reveals that very little change has occurred to the overall land use composition the City. Some land use categories have marginally changed. The marked increase within the High-Density Residential land use category is attributed to a large-scale annexation within this district. The Central Business District witnessed an increase due to the previously anticipation conversion of lands for properties within the established Community Redevelopment Area (CRA). Nominal change occurred as part of the 8th Street effort which modified General Commercial and Medium Density Residential lands to a new 8th Street Mixed Use designation.

2019 Future Land Use Distribution



2009 Future Land Use Distribution



Residential land uses in Fernandina Beach vary from low densities of four units per acre to high density allowing up to a maximum of ten units per acre. Higher densities are found primarily along the North/South Fletcher Avenue (A1A) beach area and the City's historic "Old Town" area, where the City maintains the original 1811 Spanish plat. The City permits residential, office and retail mixed uses in its Central Business District (CBD) at 34 dwelling units per acre, Office & Residential Mixed Use (ORMU) at eight dwelling units per acre, and Waterfront Mixed Use (WMU) at two dwelling

units per acre future land use categories. Commercial uses within the City are clustered around the dominant commercial "corridors," located along the major roadways of A1A/S.R.200/ 8th Street, 14th Street and Sadler Road. Only a few commercial land use designations are found along the Fletcher Avenue/ A1A corridor.

Industrial (I) and Industrial Waterfront (IW) land use categories surround the City's National Register designated historic downtown Central Business District area. West Rock and Rayonier pulp/paper mill factories are located on the north and south ends of downtown. Front Street historically held industrial waterfront related uses such as shrimp docks, processing plants and marinas. Today, the Front Street area is within the City's Community Redevelopment Area (CRA) and most of the remaining privately-owned small IW properties are eligible to apply for a Waterfront Mixed Use land use designation that provides the opportunity to have both commercial/waterfront industrial and low-density residential uses. The area surrounding the City's Airport is the other area allocated for industrial land uses.

It is anticipated that Low and Medium Density land use categories will witness the greatest amount of infill development. This equates to just over 700 new single-family residential structure within the 2045 planning horizon. **Table II-4** describes all Future Land Use Map categories containing residential density. Under the existing Future Land Use Map an estimated buildout on existing lots will bring approximately 1990 people to add to the City's population on a total of 913 new residential structures.

Table II-4. Vacant Residential Lands FLUM	**Vacant Land (acres)**	**Density (dwelling units/acre)**	**Potential Residential Dwelling Units**	**Average Household size (2.18)**
CBD	0.87	34	30	64
MU	3.97	8	32	69
MU8	0.72	18	13	28
LDR	54.26	4	217	473
MDR	62.37	8	499	1088
HDR	12.24	10	122	267
WI	0	2	0	0
TOTAL	**134.43**	**84**	**913**	**1990**

SOURCE: Fernandina Beach Future Land Use Map, US Census Bureau (Avg. Household Size)

2030 Comprehensive Plan, Public Facilities Element

Addressing the Designation of Nassau County as a Water Resource Caution Area

Background Data & Analysis

According to Chapter 163.3177(6)(c) of the Florida Statutes, local governments subject to a Regional Water Supply Plan (RWSP) are required to amend their comprehensive plan to adopt a Water Supply Facilities Work Plan within 18 months of RWSP approval. The Northeast Florida Regional Water Supply Plan, approved in January 2017, designated the planning area as a Water Resource Caution Area. The City is required to update its Comprehensive Plan to address this requirement. A new objective 4.12 has been added with related policies to address this issue, and the Water Supply Facilities Work Plan is proposed to be added to the Public Facilities Element as an Appendix. It is proposed to be added in its entirety and as such, is not presented in underline/strikethrough format.

City of Fernandina Beach
Water Supply Facilities Work Plan

Public Facilities Element

Exhibit A

(2020 - 2035)

Prepared by:
Northeast Florida Regional Council

2020

Section 1: Introduction

The purpose of the Fernandina Beach (the City) Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the City's jurisdiction. The Work Plan planning period of 2020-2035 was determined after reviewing the 2035 expiration for the North Florida Regional Water Supply Plan (NFRWSP). At a minimum, it will be necessary to update this document prior to the end of the planning period.

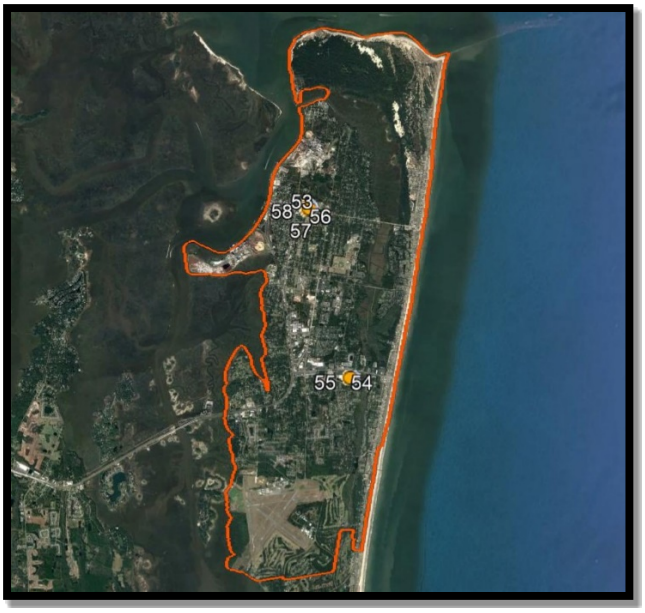
In addition, in accordance with Section 163.3177(6)(c), and Section 163.3177(4)(a), F.S., the City must ensure coordination of its comprehensive plan with the plans of the St. Johns River Water Management District (SJRWMD). Therefore, if SJRWMD updates its NFRWSP and affects the City, it will be necessary to update the Work Plan during the planning period. Public Facilities Element Policy 4.12.01 and related policies contains enabling language to ensure coordination with SJRWMD's plans.

Section 2: Potable Water Supplier(s) and Service Agreement(s)

2.1 Potable and Nonpotable Water Supplier(s) Information

Figure 1 contains a map of the City's potable water service area, with well station locations identified. Within the City's municipal limits, there are six active stations (#53, #54, #55, #56, #57, and #58) permitted for public supply use. The City of Fernandina Beach supplies its own potable water and does not have any agreements with outside water suppliers.

Figure 1: City of Fernandina Beach Water Supply Service Area (Boundaries Depicted in Orange)



2.2 Water Supply Agreements

Nassau County

The City provides potable water and sanitary sewer services to a portion of unincorporated areas within Nassau County. However, the City does not currently have a written agreement with Nassau County regarding these services. The City plans on exploring options for establishing an agreement with Nassau County regarding its provision of utility services.

2.3 Voluntary Annexation Agreements

City of Fernandina Beach and Property Owners Pursuant to 82-44 and 82-403 of the Municipal Code the City extends potable water and sanitary sewer services to properties in unincorporated areas of Nassau County following the execution of a voluntary annexation agreement. As of July 2020, the City has documented 52 agreements which were entered into between the years of 2001-2020. Of this total, four agreements contain properties which are currently contiguous to the City's jurisdictional boundary and will become incorporated by the end of the calendar year. These properties total approximately 40 acres of land. The remaining properties continue to receive City services and pay a 25% surcharge on monthly bills until they become continuous and are eligible for annexation.

Section 3: Potable Water Sources, Demand, Supply, and Facilities

3.1 Water Sources

The City's current Consumptive Use Permit (CUP #122) expires in 2021. The CUP authorizes the use of 2,400.45 million gallons per year of groundwater from the Floridan aquifer to serve an estimated population of 29,601 with potable water for household, commercial/industry, water utility, essential uses and unaccounted for water losses in 2020.

3.2 Potable Water Demand, Supply, and Facility Capacity

Table 2 contains projected population and water demand for the City's potable water service area. The table shows the City's CUP allocation and WTP facility data.

Table 2. City of Fernandina Beach Water Supply Service Area Projections

	2020	**2025**	**2030**	**2035**
Population[1]	21,412	23,315	25,142	25,910
Demand[2]	3.75	4.08	4.40	4.53
CUP Allocation (mgd) [3]	6.14	6.58	6.58	6.58

[1] North Florida Regional Water Supply Plan (2015-2035), Appendix B.
[2] Ibid.
[3] City's CUP expires in 2021. Therefore, table utilized the CUP allocation for the last year of the CUP [2021] for 2025, 2030, and 2035.

WTP Capacity (mgd)[4]	18.2	18.2	18.2	18.2

Table 2 demonstrates that the City has adequate potable water supply and facility capacity to accommodate the existing population and projected growth within its service area throughout the planning period.

Section 4: Non-potable Water Suppliers, Sources, Services, and Facilities

4.1 Non-Potable Water Services

The City of Fernandina Beach owns and operates a 3.5 MGD wastewater treatment plant. One hundred percent of the discharge of wastewater from the WWTP is sent into the Amelia River. In 2020, the average daily flow is 1.71 MGD. The wastewater facility is located at 1007 S. 5th Street in Fernandina Beach, Florida. Recognizing that this discharge is a potential source of nonpotable water, the City has future intentions to study this issue. Policy 4.03.05 addresses the timing and development of a reclaimed water program.

Section 5: Water Supply and Facility Concurrency

5.1 Potable Water Level of Service

The City is ultimately responsible for authorizing development within its municipal limits. All future development and redevelopment in the City shall be compatible with the adopted LOS standards. Policy 4.01.01 contains enabling language that establishes the City's potable water facilities level of service.

5.2 Water Supply and Facility Concurrency

The current legislative requirements for concurrency [i.e., Section 163.3180(2)(a), F.S.] require that the City's comprehensive plan and land development regulations to ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the City anticipates issuing a certificate of occupancy. In addition, the City must, prior to the approval of a building permit, determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy. Policy 4.03.02 contains language that addresses water supply concurrency statute provisions.

Section 6: Water Supply and Facility Capacity Projects – Alternative and Traditional; Potable and Nonpotable

[4] City of Fernandina Beach Utilities Department.

6.1 Fernandina Beach Water Supply Projects

Fernandina Beach does not currently have any projects listed in the NFRWSP.

Section 7: Water Conservation Practices

The City currently implements water conservation practices, including some that are enabled by comprehensive plan policies.

7.1 Water Source Protection Practices

Water conservation is important to reduce potable water demand. The City's water conservation practices include the following:

- Provide a safe and adequate supply of potable water to meet demands of residents (Policy 4.03.01) (Public Facilities)
- Establish water conservation programs and methods (Policy 4.03.06) (Public Facilities)
- Include standards in City's land development regulations that will assist in achieving a reduction in the current rates of water consumption (Policy 4.03.08) (Public Facilities)
- Promote Voluntary Water Conservation measures and enforce mandate of measures during water shortage emergencies (Policy 4.03.2) (Public Facilities)
- Implement water conservation practices as detailed in the City's CUP (Policy 4.03.15) (Public Facilities)

Section 8: Nonpotable Water (reuse) Practices

The City currently implements reuse practices, including some that are enabled by comprehensive plan policies.

8.1 Reuse Practices

Utilization of reuse water is important to reduce potable water demand. The City's reuse practices include the following:

- Encourage pulp mill industries and City facilities in the reuse of reclaimed wastewater (Policy 4.03.07) (Public Facilities)
- Evaluate the feasibility of a reclaimed water program for uses, such as irrigation, that do not require potable water (Policy 4.03.05) (Public Facilities)
- Include standard in City's land development regulations allowing for installation of irrigation systems designed to accept non potable water and connection to a nonpotable

water distribution system, when feasible, and available (Policy 4.03.08) (Public Facilities)

- Retrofit existing public irrigation systems to utilize reclaimed water or other non-potable water sources as soon as it becomes available (Policy 4.03.11) (Public Facilities)

MINUTES
PLANNING ADVISORY BOARD
SPECIAL MEETING (VIRTUAL)
JULY 22, 2020
5:00 PM

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

1. CALL TO ORDER 5:00

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT VIRTUALLY

Genece Minshew (Chair) (Physical Presence)
Jenny Schaffer (Vice-Chair) (Virtual Presence)
Victoria Robas (Virtual Presence)
Barbara Gingher (Virtual Presence)
Mark Bennett (Virtual Presence)
Peter Stevenson (Physically Presence)
John Boylan (Virtual Presence)

MEMBERS ABSENT:

OTHERS PRESENT PHYSICALLY

Tammi Bach, Board Attorney (Physical Presence)
Kelly Gibson, Planning Director (Physical Presence)
Sylvie McCann, Recording Secretary (Physical Presence)

Chair Minshew welcomed member Gingher and Member Boylan as new voting members. She clarified the terms of each member with member Gingher's term ending on December 31, 2021 and member Boylan's term ending December 31, 2022.

2. PLEDGE OF ALLEGIANCE

3. NEW BUSINESS

3.1 **Evaluation and Appraisal Report (EAR) Amendments for Legislative Compliance:**
The Northeast Florida Regional Council will present required amendments addressing State of Florida mandated legislative requirements for "Peril of Flood," "Seasonal Population," and "Water Supply Facilities Work Plan" as determined by the 2019 Evaluation and Appraisal Review (EAR) report.

Specifically, revisions are proposed to policies 1.02.04, 4.03.05, 4.03.12, 5.02.08, Objective 5.03, 5.03.12, 5.04.01, 5.04.05, adding new Objective 4.12 Water Supply Facilities Work Plan with supporting policies 4.12.01 through 4.12.05 and adding new policies 5.03.14 through 5.03.22.

Amendments are available for review as part of this agenda item and on the City's Website at www.fbfl.us/EAR.

Chair Minshew thanked the Tree Conservation staff for a great analysis.

Ms. Gibson provided a brief recap of the EAR discussion which took place at the July 8th, 2020 Regular PAB Meeting.

Board members reviewed the proposed amendments to the 2030 Comprehensive Plan, Coastal Management Elements, "Peril of Flood" - Policy 5.02.08, Policy 5.04.01, and Policy 5.04.05 and suggested some changes. All members agreed to the proposed and suggested changes.

They also reviewed the proposed amendments to Objective 5.03 "Flood Resiliency" with Policies 5.03.12, 5.03.14, 5.03.15, 503.16, 5.03.17, 5.03.18, 5.03.19, 5.03.20, 5.03.21 and Policy 5.03.22. Member also suggested some changes with Sean Lahav, virtually present, providing some clarification. All members agreed to the proposed and suggested changes.

Board member then moved on to the Seasonal Population 2020 text amendment, Future Land Use Policy 1.02.04 and discussed map discrepancy, water availability and data of occupancy for second home and rentals. All members agreed to the proposed and suggested changes.

Board members reviewed amendments to the Water Supply Work Plan 2020 and discussed and agreed to some proposed and suggested changes in Exhibit B.

Public Hearing was opened.

Margaret Kirkland, from the Tree Conservancy, mentioned that these changes where good suggestions and is looking forward to discussing these topics further.

Public Hearing was closed

ACTION TAKEN:
A motion was made by Member Stevenson, seconded by Member Bennett to approve all suggested changes mentioned. Motion was approved by all member by voice vote, being all ayes, carried.

4. BOARD BUSINESS

Chair Minshew commented that she contacted the chair of the HDC regarding LDC language about TV and solar panels. She mentioned that Mr. Spino, Chair of the HDC, will be at the August 12, 2020 PAB meeting to discuss further.

Chair Minshew then spoke about the next step in the EAR process. She mentioned that next Thursday there is a meeting to review the Request For Proposals consultant applications submitted. She also spoke of Mr. Martin's speaking of the creation of a Planner/Project Manager position, this during the July 21, 2020 City Commission meeting. Chair Minshew also mentioned that she would arrange a meeting with Mr. Martin to discuss this further. Member Robas asked if this position was a full-time position. Commissioner Lednovich, physically present, commented that this position is temporary.

5. STAFF REPORT

6. PUBLIC COMMENT

7. ADJOURNMENT 5:56

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Ken Lawson
EXECUTIVE DIRECTOR

September 3, 2019

Ms. Kelly N. Gibson, AICP
Planning Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

RE: Fernandina Beach Evaluation and Appraisal Notification Letter

Dear Ms. Gibson:

This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter which was due on September 1, 2019, and received by the Department on August 30, 2019.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to the Department by **August 30, 2020**, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes. The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), Florida Statues.

Ms. Sherry Spires of the Department's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (850) 717-8499.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendments, please contact Mr. Ray Eubanks, Plan Processing Administrator, at (850) 717-8483.

Sincerely,

D. Ray Eubanks
Plan Processing Administrator

DRE/me

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

CITY OF FERNANDINA BEACH **Kelly Gibson, AICP**
Department of Planning & Conservation Planning Director

August 27, 2019

Mr. James Stansbury
Division of Community Development
Florida Department of Economic Opportunity
Office of Community Planning
107 Madison Street
Tallahassee, Florida 32399

RECEIVED
Bur. of Community Planning and Growth
AUG 30 2019
Div. of Community Planning
Dept. Economic Opportunity

Attention: Ray Eubanks, Plan Processing Administrator

Re: City of Fernandina Beach Evaluation and Appraisal Notification Determination

Dear Mr. Stansbury:

Pursuant to Florida Statutes Section 163.3191, at least once every seven years local governments must evaluate their comprehensive plans to determine if changes are necessary to reflect changes to state requirements in Chapter 163, Part II of the Florida Statutes since the last update to the plan. Our City is required to submit the results of that review to the Florida Department of Economic Opportunity by September 1, 2019. Additionally, the City will review the planning timeframe and applicable data analysis and update the plan accordingly. In accordance with these provisions, the City of Fernandina Beach hereby submits our notification of necessary evaluation and appraisal plan amendments.

The following amendments will be made to address statutory charges:

- Chapters 2011-139 and 2012-99, amending Sections 163.3177(6)(a)(4) and 163.3177(6)(a)(8), Florida Statutes, required and optional elements of the comprehensive plan; studies and surveys: The required updates relate to providing a balance of uses while allowing for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and businesses and accommodating the minimum amount of land needed to achieve these goals. The City's amendments will reflect a balanced approach to address statutory requirements working together with the Comprehensive Plan goals of environmental protection, concurrency, and growth management.
- "Peril of Flood": Goals, objectives and policies will be added as appropriate to address the new requirements of Section 163.3178 regarding flood risk.

The following amendments will be made to address the designation of Nassau County as a Water Resource Caution Area:

- Chapter 163.3177(6)(c) Florida Statutes requires that local governments within Water Resource Caution Areas adopt a Water Supply Facility Work Plan and adopt comprehensive plan amendments related to it.

Additional amendments will be made to the Comprehensive Plan to address identified local issues.

Sincerely,

Kelly N. Gibson, AICP
Planning Director

204 Ash Street • Fernandina Beach, FL 32034 • (904) 310-3480 • Email: kgibson@fbfl.city • www.fbfl.us
Equal Opportunity Employer

FERNANDINA BEACH EVALUATION AND APPRAISAL REVIEW (EAR) REPORT



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Part 1. OVERVIEW

1) Overview of Process

The State of Florida requires communities to review and assess their Comprehensive Plans periodically. The City of Fernandina Beach evaluation and appraisal report, which is frequently simply a letter outlining in general terms what is anticipated to be changed in the plan, and why. Once that letter is received by the Department of Economic Opportunity, the jurisdiction has one year to make changes to the plan. The City of Fernandina Beach opted to seek public input into the current plan, including what was working and what requires change. The Northeast Florida Regional Council (NEFRC) was engaged to facilitate the public conversation, document it, and produce a document in a format like the evaluation and appraisal of the Comprehensive Plan in 2009. Public input and the detailed input of members of the Planning Advisory Board were the principal sources for the local major issues and suggested changes to the plan.

2) Public Participation

The City of Fernandina Beach held four public open house meetings to gather input on the current plan from residents and business owners. These were held on April 23, 25, 28, and 30 of 2019, in four different, publicly accessible locations throughout the City. The open houses were well-attended, and participation was robust. Each open house focused on related elements of the current plan, and efforts were made to match the location to the topic where this was possible. Below is the flyer used as an invitation to the meeting.



The meeting format was consistent. NEFRC staff provided a quick overview of the comprehensive planning process in Florida and the need for an evaluation and appraisal of the current, 2030 Comprehensive Plan. The input gathered on the currrent plan was to be used to create an Evaluation and Appraisal Report on the 2030 plan to be submitted to the State by September 1, 2019. That work, along with any comments on the report received by the State and its reviewing agencies, would be used to update the plan into the 2040 Comprehensive Plan. That update will be due by approximately September 1, 2020.

3) Legislative and Regulatory Changes

The following amendments will be made to address statutory charges:

- Chapters 2011-139 and 2012-99, amending Sections 163.3177(6)(a)(4) and 163.3177(6)(a)(8), Florida Statutes, required and optional elements of the comprehensive plan; studies and surveys. The required updates relate to providing a balance of uses while allowing for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and businesses and accommodating the minimum amount of land needed to achieve these goals, and the analysis required to support changes to the future land use map.

The April 23, 2019 public workshop considered a draft of text addressing this issue. The text below was distributed as it has been used successfully to satisfy State requirements on this issue, and there was significant consensus of the additional, underlined text.

Objective: The amount of land designated for future land uses in the City shall, <u>consistent with community vision</u>, allow for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and business.

Policy: Future Land Use Map amendments shall include the following analyses:
a. An analysis of the availability of facilities and services. <u>This shall include data and analysis regarding the capacity of the future land use to accommodate the proposed amendment, and data and analysis addressing at least three aspects of seasonal population: hotel/motel occupants, short-term rentals, and occupancy of second homes.</u>
b. An analysis of the sustainability of the plan amendment for its proposed use considering the character of undeveloped land, soils, topography, natural resources, and historic resources on site.
c. An analysis of the minimum amount of land needed to achieve the goals and requirements of the Objective above.

- Chapter 2015-69, section 1, amending Section 163.3178, adding requirements to the Coastal Management Element to reduce the flood risk in coastal areas that result from high tide events, storm surge, flash floods, stormwater runoff and the related impacts of sea level rise.

The following amendments will be made to address the designation of Nassau County as a Water Resource Caution Area:

- Chapter 163.3177(6)(c) Florida Statutes requires that local governments within Water Resource Caution Areas adopt a Water Supply Facility Work Plan and adopt comprehensive plan amendments related to it.

Part 2. COMMUNITY ASSESSMENT

1) CHANGES IN LAND AREA- The City's current boundary measures at 12.49 square miles. Its land area represents just under 2% of Nassau County. Growth of the City is overwhelmingly dependent upon annexation through its provision of water and sewer services to area residents which abut the City's jurisdictional limits. Over the past 10 years, the City has increased its land area by approximately ½ a square mile, with the Crane Island development representing roughly half that land area in 2018. It is anticipated that the City will continue to experience a similar rate of growth into the next planning horizon. This will be witnessed through the execution of voluntary annexation agreements and anticipated development along the City's southern boundaries. **Table II-1** identifies the annexations which occurred between 2009-2019.

Table II-1. Annexations 2009-2019 (with missing 2003 case)

ORDINANCE NUMBER	TOTAL ACREAGE	OWNER	ADDRESS	DATE
2002-39 / RESO 2003-15	5.58	Joseph S. Francis M. Lee	2707 Sadler Rd	1/21/2003
2009-13	0.492	Richard A. & Kimberly Crawford	1220 S. 14th Street	9/1/2009
2010-28	2.67	COFB	2203 Ryan Road	10/19/2010
2012-24	2.06	Steve Johnson	1505 S. 14th St	11/7/2012
			1545 S. 14th St	11/7/2012
			1551 S. 14th St	11/7/2012
2013-04	0.71	CEMR Inc.	1463 Nectarine St	6/4/2013
(total 8.52)	4.75	Various	1601 Nectarine St	6/4/2013
	0.83	Trevett Homes Inc.	1603 Nectarine St	6/4/2013

	2.23	Nassau BOCC	1620 Nectarine St	6/4/2013
2013-30	22.1	Various	2851 Bailey Road	11/19/2013
2013-38	4.47	Kermit G. Philipps Charitable Trust	Hirth Road	1/7/2014
2013-41	6.53	Kermit G. Philipps Charitable Trust	Hirth Road	1/7/2014
2014-08	1.18	Just Amelia LLC	960030 Gateway Blvd	5/20/2014
(Total 17.46)	1.22	Zions First Nat. Bank	960062 Gateway Blvd	5/20/2014
	0.33	Gaspar Holdings LLC	960062 Gateway Blvd	5/20/2014
	2.31	J Twenty-Nine Eleven LLC	960108 Gateway Blvd	5/20/2014
	1.31	Starmax Florida LLC	960144 Gateway Blvd	5/20/2014
	1.66	Various	960135 Gateway Blvd	5/20/2014
(reso 2013-45)	0.81	Hess Realty LLC	3100 S 8th Street	5/20/2014
	2.9	Gateway to Amelia	961687 Gateway Blvd	5/20/2014
	1.24	Gateway Commons	960185 Gateway Blvd	5/20/2014
	1.27	Gateway Commons	960194 Gateway Blvd	5/20/2014
	1.29	Corner Stone of Amelia	9900 A I Parkway	5/20/2014
	1.88	FPU	3076 S. 8th Street	5/20/2014
2014-31	1.3	Steve Johnson	1505 S. 14th St	12/2/2014

2015-02	15.7	Summerwoods of Amelia	AI Pkwy / Hirth Rd (Riverbend)	7/21/2015
2015-31	0.46	James Hardwick	3133 Bailey Road	12/15/2015
	4.43	James Hardwick	3141 Bailey Road	12/15/2015
2016-24	0.96	Aspire at Amelia II LLC	3017 Amelia Road	10/4/2016
(total 7.91)	6.95	Aspire at Amelia II LLC	3021 Amelia Road	10/4/2016
2016-35	9.26	First National Bank South	S. 14th + Lime Street	1/17/2017
2018-22	0.46	Louis A & Rosemarie C. Llerandi	1336 S. 14 Street	9/18/2018
(total .66)	0.2	Louis A & Rosemarie C. Llerandi	1451 Nectarine St	9/18/2018
2018-25	0.57	Prestar LTD	TJ Courson	9/18/2018
2018-33	187.29	Crane Island	Crane Island	2/19/2019
2018-45	0.61	AI Pkwy / Entry to Aspire	The Aspire at Amelia LLC	1/15/2019
TOTAL ACREAGE	**298.012**			

2) POPULATION TRENDS AND ESTIMATES

Fernandina Beach has experienced stable growth increases over the past 50 years. During the decade between 1960 -1970 the City's population dropped by roughly 300 people. This decrease may be attributed in part to the September 1964 hurricane, Hurricane Dora. Dora, with 110 mph winds, severely damaged the City's waterfront and downtown CBD causing over $3.1 billion (1995 USD) in damages to the Northeast Florida region (NOAA-American Meteorological Society). The City was able to recover from a 4% population decrease by 1980 and grew at a more rapid rate of roughly 20% in the two decades (1980-2000) that followed, respectively. The City's population estimate in 2010 indicated less than 8% growth within that decade. When viewed collectively, the City has maintained a steady rate of growth measuring around 1% each year since 1960. **Table II-2** displays the population estimates and changes for the City for the decades between 1960 and 2010. **Table II-3** illustrates an estimated continued pattern of growth at 1% annually between the years of 2010-2019.

This annual trend is forecasted to continue through the next planning horizon with the City's estimated population nearing 14,500 by the year 2045 according to the University of Florida, Bureau of Economic and Business Research (BEBR) population models. Models indicate most of the growth is expected early within the planning horizon and predict even slower rates of increase as we near the year 2045. Forecasting models predict that the City's 2070 population will be near 15,000 people. The City's share of the County's population is expected to decline over the next 25 years. By 2045, the City's population will comprise approximately 13% of the County's overall population. Based on BEBR projections Nassau County is expected to grow about 5% between 2020-2025. The average annual rate of population increase for Nassau County is anticipated to decline to around 1% by 2045. Between 2025-2045, Nassau County is expected to grow by almost 23,800 people of which the City's share of population is approximately 2,300 new residents during the same timeframe." ***These figures are expected to be refined with the final population model prepared by BEBR in late- December 2019.***

Table II-2. Historical US Census Counts for Fernandina Beach, Florida

YEAR	POPULATION ESTIMATE	NUMERICAL CHANGE	PERCENTAGE CHANGE	ANNUAL RATE OF GROWTH
1960	7276			
1970	6955	-321	-4.41%	
1980	7224	269	3.87%	0.39%
1990	8765	1541	21.33%	2.13%

2000	10654	1889	21.55%	2.16%
2010	11487	833	7.82%	0.78%
GROWTH 1960-2010			**55%**	
AVG. ANNUAL RATE OF GROWTH				**1%**
Source: Population Division, US Census Bureau 1960-2010				

Table II -3. Fernandina Beach Estimated Population Change 2010-2019

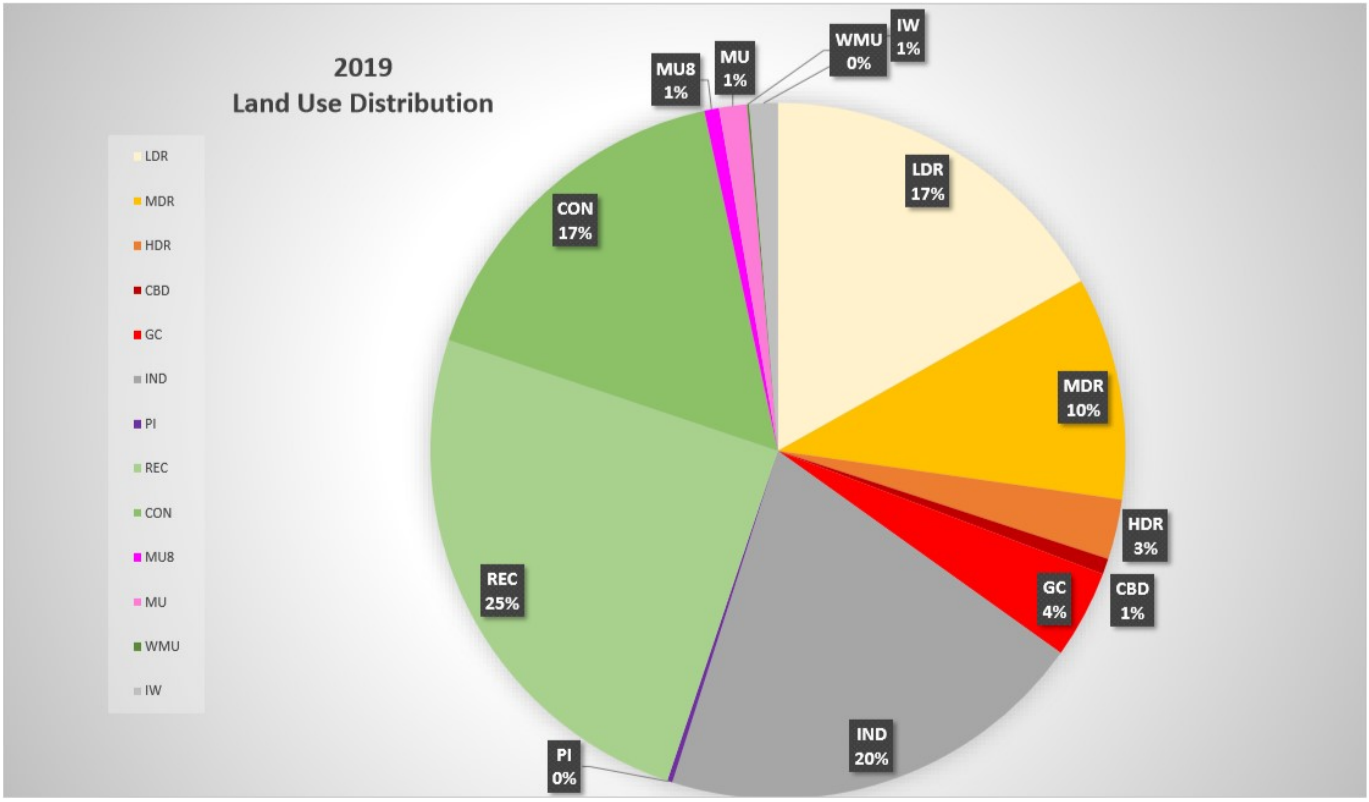
YEAR	EST. POPULATION	NUMERICAL CHANGE
2010	11,487	
2011	11,409	-78
2012	11,486	77
2013	11,524	38
2014	11,636	112
2015	11,705	69
2016	11,881	176
2017	11,960	79
2018	12,234	274
2019	12,558	324
% Change in 9 Years = 9.32%		
Annual Rate of Growth = 1%		
Source: US Bureau, American Community Survey 2010 - 2019		

3) Future Land Use Map Distribution

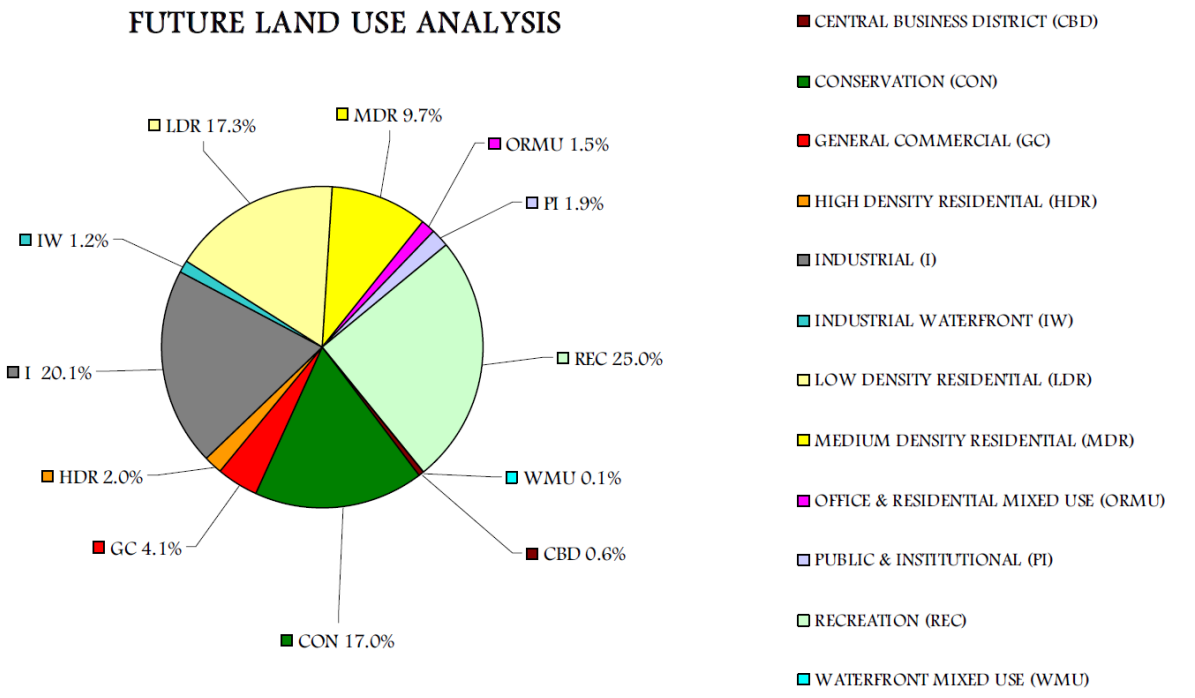
The City is comprised of four primary land use categories: Conservation/ Parks & Open Space, Residential, Commercial and Industrial as depicted on the Future Land Use Map (FLUM). Almost half (42%) of the City is held in conservation or recreational land use. The City's available residential land makes up another 29%. Just over 21% of the City is held as industrial land and about 4% of the City is commercial. The remaining land use designations are mixed use districts comprised of both commercial and residential uses (CBD, ORMU, and WMU) and public/ institutional lands (PI); combined, these categories hold the remaining 4% of the City's available land uses.

A comparison of the Future Land Use Map categories in 2009 and 2019 reveals that very little change has occurred to the overall land use composition in the City. Some land use categories have marginally changed. The marked increase within the High-Density Residential land use category is attributed to a large-scale annexation within this district. The Central Business District witnessed an increase due to the previously anticipation conversion of lands for properties within the established Community Redevelopment Area (CRA). Nominal change occurred as part of the 8th Street effort which modified General Commercial and Medium Density Residential lands to a new 8th Street Mixed Use designation.

2019 Future Land Use Distribution



2009 Future Land Use Distribution



Residential land uses in Fernandina Beach vary from low densities of four units per acre to high density allowing up to a maximum of ten units per acre. Higher densities are found primarily along the North/South Fletcher Avenue (A1A) beach area and the City's historic "Old Town" area, where the City maintains the original 1811 Spanish plat. The City permits residential, office and retail mixed uses in its Central Business District (CBD) at 34 dwelling units per acre, Office & Residential Mixed Use (ORMU) at eight dwelling units per acre, and Waterfront Mixed Use (WMU) at two dwelling units per acre future land use categories. Commercial uses within the City are clustered around the dominant commercial "corridors," located along the major roadways of A1A/S.R.200/ 8th Street, 14th Street and Sadler Road. Only a few commercial land use designations are found along the Fletcher Avenue/ A1A corridor.

Industrial (I) and Industrial Waterfront (IW) land use categories surround the City's National Register designated historic downtown Central Business District area. West Rock and Rayonier pulp/paper mill factories are located on the north and south ends of downtown. Front Street historically held industrial waterfront related uses such as shrimp docks, processing plants and marinas. Today, the Front Street area is within the City's Community Redevelopment Area (CRA) and most of the remaining privately-owned small IW properties are eligible to apply for a Waterfront Mixed Use land use designation that provides the opportunity to have both commercial/waterfront industrial

and low-density residential uses. The area surrounding the City's Airport is the other area allocated for industrial land uses.

It is anticipated that Low and Medium Density land use categories will witness the greatest amount of infill development. This equates to just over 700 new single-family residential structure within the 2045 planning horizon. **Table II-4** describes all Future Land Use Map categories containing residential density. Under the existing Future Land Use Map an estimated buildout on existing lots will bring approximately 1990 people to add to the City's population on a total of 913 new residential structures.

Table II-4. Vacant Residential Lands

FLUM	Vacant Land (acres)	Density (dwelling units/acre)	Potential Residential Dwelling Units	Average Household size (2.18)
CBD	0.87	34	30	64
MU	3.97	8	32	69
MU8	0.72	18	13	28
LDR	54.26	4	217	473
MDR	62.37	8	499	1088
HDR	12.24	10	122	267
WI	0	2	0	0
TOTAL	**134.43**	**84**	**913**	**1990**

SOURCE: Fernandina Beach Future Land Use Map, US Census Bureau (Avg. Household Size)

4) DEMOGRAPHIC PROFILE

The City of Fernandina Beach demographic profile based on 2010 Census data is summarized in **Table II-5.** The City's household size is less than the national average and its population is 13 years older than the US average age (37.2). Similar to other Florida cities, Fernandina Beach tends to have an older population with almost 10% more people aged 65+ compared to the national average of 13%.

Table II-5. Demographic Snapshot

CATEGORY	FIGURE
Population (2010 Census)	11,487 people
Average Household Size	2.18 people
Average Family Size	2.65 people

Speaks Language other than English at Home	1,031 people
Median Age	50 years old
65 years and over	22.3% of the population
Per Capita Income (2010 dollars)	$30,019
Median Family Income (2010 dollars)	$61,523
Owner Occupied Housing units	3,464 units
Renter Occupied Housing Units	1,712 units
Vacant Housing Units	1,888 units
Mean Travel Time to Work	26 minutes

Source: US Census Bureau, American Community Survey

5) INTERNAL AND EXTERNAL ECONOMIC FACTORS

The City of Fernandina Beach is located about 35 miles from downtown Jacksonville on Amelia Island, roughly half an hour from Jacksonville International Airport. The City is served by two major railways (First Coast Rail and CSX) and is home to a natural deep-water port. Fernandina Beach provides a unique combination of pristine beaches and a small-town atmosphere. The City's economy is diverse, ranging from tourism-based employment to pulp and paper mill industries to charter fishing and shrimping. The Port of Fernandina, operated by the Nassau County Ocean Highway and Port Authority, continues to play a crucial role in future economic development. The significance of its role has been recognized by its inclusion in the Florida Strategic Intermodal System (SIS) Plan of the Florida Department of Transportation (FDOT). The Fernandina Beach Airport, located on 602 acres and operated by the City, has general aviation and transport facilities. Recent investments at the airport include a new terminal.

The targeted industries that have the potential to be eligible for incentives from Nassau County have changed since the last review of the Comprehensive Plan. They now include Aviation and Aerospace, Health and Life Sciences, Manufacturing, Defense and Homeland Security, Information Technology, Financial and Professional Services, Logistics and Distribution, Cleantech, Corporate Headquarters, and Research and Development. Fernandina Beach has maintained its manufacturing uses and the jobs they support. According to the Bureau of Workforce Statistics and Economic Research at the Florida Department of Economic Opportunity, the most jobs by industry in Workforce Development Area 8, which includes Nassau County, are Trade, Transportation and Utilities, with the most jobs, followed by Education and Health Services, Professional and Business Services, Financial Activities, Construction, and Self-Employment. That data source also identifies the fastest growing industries in Area 8

(those projected to grow more than 15% between 2018 and 2026) as Ambulatory Care Health Services (25.4%), Educations Services (19.5%), Professional, Scientific and Technical Services (15.5%) and Food Services and Drinking Places (15.4%). Of those, all but Educational Services are projected to add 15% or more to the number of people they employ. Nassau County's unemployment as of April 2019 was 2.7%.

On the local level, the City of Fernandina Beach has focused on its downtown and commercial corridors. In 2015, it was designated a Florida Main Street Community. This program of the Florida Department of State, Bureau of Historic Preservation is a technical assistance program for traditional historic commercial corridors. The Nassau County Chamber of Commerce, the City of Fernandina Beach, the Nassau County Economic Development Board and business and community leaders make up the Board of Directors that oversees this program with the goal of generating greater economic stability for downtown. This includes revitalizing the area by encouraging reuse of vacant buildings, creating civic pride, and preserving the historic aspects that make downtown Fernandina Beach unique. In addition, the City has focused on the commercial corridor at 8th Street as the gateway to downtown and updated the land development regulations in the area to support infill, redevelopment and economic opportunities.

Part 3. LOCAL MAJOR ISSUES

1. Managing Growth

One takeaway from the community meetings was the need for a philosophical read and revision of the comprehensive plan to acknowledge that manmade and natural systems are stressed, and changes need to be made to ensure that they are not further stressed.

2. Implementation

Mechanisms to implement the comprehensive plan need to be examined and modernized as needed, and ways to fund robust implementation and enforcement of rules are needed.

Intergovernmental Coordination

Especially on Amelia Island, agreed upon policies that outline the parameters of collaboration are needed. Nassau County, the School District and the Military are important partners, but State and regional agencies will also be required to succeed in addressing the local major issues.

Part 4. ASSESSMENT OF PLAN GOALS, OBJECTIVES AND POLICIES

The following are overall observations of the themes that came out of each of the public discussions on each element. It is not reflective of every issue raised in the four public meetings and transcriptions of public comment and other relevant materials are posted on the website, accessed from the NEFRC homepage at www.nefrc.org.

1. Future Land Use Element

Adaptive reuse should be incentivized over new development. Resiliency to wind and flooding should be required in new construction and significant retrofits, and subject to rigorous enforcement. Low impact and sustainable development should be strictly defined and required, as opposed to encouraged. The new policy considered to address Sections 163.3177(6)(a)(4) and 163.3177(6)(a)(8), Florida Statutes was recommended to be balanced by policies that ensure the quality of life for full-time residents. It was mentioned in the context of the future land use categories that changes from the conservation or recreation/open space future land use category should not be considered unless approved by a voter referendum. An overall theme was that the policy context that encourages development needs to be replaced by a policy of growth management, relying on good data regarding capacity and analysis that anticipates future conditions including climate change and anticipated development in all impact areas including schools, clear rules that require that developers provide reliable and verifiable data and analysis so that impacts may be assessed, clear policies on when development is appropriate or not, and rigorous enforcement. It came up in several discussions that the example of Monroe County's process for consideration of changes to the future land use map should be considered.

2. Multi-modal Transportation

Congestion issues were extensively discussed at the April 30, 2019 meeting on this element. All major roads present a problem, including state and county roads. 8th Street is a problem. Several approaches were discussed including a toll on the bridge, congestion pricing, and charging for beach parking. Ultimately it was discussed that the options and the feasibility of their implementation needs to be studied. This might be a project fundable through the TPO, and it could look both at revenue for the city to address mobility costs as well as congestion. There was consensus on the need to establish a mobility fee, as a mechanism to charge new developments for their share of added traffic, and to take another look at how potential impacts to traffic are assessed and how

concurrency is enforced. The fee would fund transportation projects including bike trails. The need for a City-wide network for bike trails was identified, along with the need for education on bicycle safety. There was consensus on the need for a roundabout at Atlantic and South Fletcher.

3. Housing

The April 23, 2019 discussion included emphasis on resiliency and affordability in housing construction, and the need for consistent and rigorous enforcement of City codes. There were concerns expressed regarding the need for maintenance and protection of existing subsidized and affordable housing. Concerns were expressed that it might be unrealistic to envision much more new affordable housing in the City, given limited opportunities for new or redevelopment. There was some consensus on the elimination of Policy 3.03.10, the policy which suggests offering incentives such as lessening of development requirements to those who would build affordable housing. There was discussion that incentives would be better used to facilitate the reuse of existing buildings or infill development rather than building on sites that have never been developed. Partnerships with the county might result in more units with a better chance of sustaining affordability. Public transit will be needed to ensure that there is access to housing and jobs in the City and county. There was consensus that the number of trees should increase as new houses are constructed, and that the protection of conservation areas needs to be enhanced. It was noted that the capacity of green and man-made infrastructure needs to be revisited and understood before new housing is considered. The overall theme that the concurrency system needs to be reviewed, modernized to reflect current conditions and capacities and strictly enforced came up in the context of housing.

4. Public Facilities

At the April 30, 2019 meeting, it was discussed that the Water Supply Facility Work Plan that will be added to the comprehensive plan should include high volume users. A handout was provided as an overview of the requirements of such a plan. The need for better data on the capacity of the Floridan Aquifer, the potential for increased salinity due to sea level rise and the amount of water available for withdrawal based on permitting was noted as being necessary in order to develop a meaningful concurrency standard. The need to eliminate septic tanks and assist homeowners with the expense was noted. Overall, the need to collaborate with the county on all aspects of the capacity of systems on Amelia Island was strongly supported.

5. Conservation and Coastal Management

The public discussion of the conservation policies was extremely robust, and took place on the same day, April 29, 2019, that the EPA upgraded Nassau County from non-attainment to attainment for the 2010 1-hour sulfur dioxide standard. There was consensus on the need to restrict access to dunes, and that 48 of them need to be rebuilt, extended and then maintained. Other areas of consensus as reflected by the public who attended the meeting include the need for a beach parking management plan, elimination of driving on the beach, enhanced communication on emergency preparedness and better access to emergency plans, better enforcement of tree protection (Policy 5.11.06), replacement of gas-powered golf carts at the public course to electric, acquisition of sensitive lands, a plan for invasive species in public lands, maintenance of wildlife corridors, expansion of bike trails, clarification and reconsideration of the definition of open space in new residential development, encouragement and funding to support connections to the City sewer, City-wide dark sky lighting policies, focus on turtle protection, and encouragement of water conservation. There was discussion of the "Peril of Flood" comprehensive plan amendments adopted by the City of Boynton Beach and Nassau County, as a place to start in identifying how to respond to the requirements of the legislative change to Section 163.3178 of the Florida Statutes. Please see the facilitated notes from the April 29 meeting for all the issues considered and all the areas of consensus.

6. Recreation and Open Space

The public discussion on April 29, 2019 blended discussion of conservation and recreation and open space. See above.

7. Intergovernmental Coordination

County staff that attended the April 25, 2019 meeting agreed on the need for City/County coordination on all of Amelia Island. This came up in the context of annexations, where County regulations were different than those of Fernandina Beach, so that when a site was annexed into the City it was non-complying, The issues of land conservation, environmental protection, beach and dune protection, land use, stormwater and infrastructure planning, traffic congestion and mitigation, emergency preparedness and adaptation, bike trails, beach access and parks as well as annexation were identified as appropriate for collaboration. The County referred to the concept of "joint planning areas" as an approach to address collaboration and is considering including them on the

future land use map. The idea that Amelia Island should have such a designation or that City/County collaboration on all aspects of green and built infrastructure should be the norm on the Island came up in this discussion and later at the discussion on public facilities. The City and County should mirror each other's actions in the comprehensive plan in order to address the issue of collaboration. County and City should coordinate on school locations. Coordination with the military was noted in the discussions on public facilities. There was consensus that the element needs to be modernized to reflect current and desired future collaboration on issues beyond the control of just the City.

8. Capital Improvements

There was consensus on the four issues that arose at the April 30, 2019 public meeting. There is a need for a 20-year capital improvement plan, and it needs to be recognized that it is a plan and not a budget. More emphasis needs to be placed on maintenance and operating funding. Capital projects need to be considered with longevity, life cycle and maintenance costs in mind. Using the example of the airport, the need for information sharing and coordination with the military is critical.

9. Port Facilities

The Port of Fernandina is located such that when it is accessed by trucks, they must take 8th Street and go through the neighboring historic and residential districts. There was extensive public discussion on the impacts of the port on the community, including its impact outside the boundaries of the port. At the public discussion on April 25, 2019, there was conversation indicating that trucks stop or slow down in residential communities, often late at night or very early in the morning, resulting in noise, fumes, trash, safety concerns and a negative impact on community character. The port itself was identified as negatively impacting community character and safety, as it handles materials that could be hazardous, it can generate loud noises at usually quiet times, it can stack containers in such a way that residential views of the river are blocked, and its lighting is not designed with the comfort of adjacent neighborhoods in mind.

A deep-water port might be viewed as a land use that is incompatible with adjacent residential land uses. Its economic value to the City of Fernandina Beach must have been considered when siting the port. This was recognized in public input, and solutions were suggested to address the issues raised. The Port Sub-Element/Master Plan, Ordinance 2018-30, has been proposed but never adopted by the City. It was seen by the public in attendance as addressing most of the community character and safety issues. Chapter

311.14(2) requires that the Port of Fernandina 10-year strategic plan be consistent with the City's comprehensive plan, making the consideration of goals, objectives and policies in the comprehensive plan a useful community conversation and a mechanism for implementation. There was discussion of the port hiring security and cleanup personnel to implement policies that would address impacts on the residential neighborhood, and to allow port personnel to enforce the rules off port grounds by arrangement with the Fernandina Beach Police Department. There was also a call to develop a suite of solutions, such as use of software to better regulate port traffic, staging areas for trucks using public property or by arrangement with private landowners, and unloading of trucks off Amelia Island and the use of trains to access the port. When energy efficiency was discussed at the April 29, 2019 meeting, there was consensus that vessels should use port-side power, to eliminate as much as possible the need for them to run their engines. The need for a plan to adapt to and mitigate for sea level rise in the area between the mill and the port was noted. Overall, there was consensus that the port should not increase its current footprint and that it should use its assets to the benefit of the port and the City. There was discussion of a port/community advisory board.

10. Public School Facilities

At the April 23, 2019 meeting, there was much agreement that the City should have a right of first refusal on School District-owned properties within its boundaries, and that land should be used, or buildings should be repurposed in support of community goals. There was discussion that the concurrency evaluation regarding schools be more rigorous and that developers be asked to pay for mitigation whenever their proposed development will impact schools. Schools were recognized as a topic requiring intergovernmental coordination between the city, the School District and the County.

11. Historic Preservation

Concerns were expressed at the April 23, 2019 meeting that the character of new construction in historic districts falls short of the desired vision for those special areas. It was raised in the context particularly of historic schools that such buildings should be included in historic districts. The importance of historic structures and their vulnerability to the impacts of climate change was noted. It was suggested that a larger area be designated a historic district, bounded by the river, Dade Street, 8th Street and Lime Street, or that a downtown district be established. The need for policy, rules and enforcement to preserve archaeological artifacts was noted.

12. Economic Development

There was consensus at the April 25, 2019 public workshop that this element should be renamed "Resilient and Sustainable Economic Development", and that the environment should be considered whenever economic development is considered. Maintenance of the sense of community, the sense of place, tourism, seasonal population, and the vision for the City are all required to be considered when considering economic development. The impact of waterfront industry is important, beyond just the port, as these large employers also have the potential for negative impacts on the adjacent residential community. It is noted that air quality near these facilities is improving, and efforts should be continued to collaborate on their environmental and visual impact on community character. As was brought up in discussions on every element, the impacts of economic development proposals must be evaluated under strict concurrency standards and such standards require rigorous enforcement.

13. Comprehensive Plan Implementation Measures

The City's 2030 Comprehensive Plan took an aggressive approach in its efforts for implementation. Budget constraints, redirection of staff, staffing shortfalls, and leadership for certain implementation measures have left many of the directed studies and activities remaining as incomplete. It is suggested that the timeframes be removed from corresponding policies directing each study. Alternatively, studies should be funded or evaluated to determine if they need to remain within the Comprehensive Plan. Table IV-1 identifies the status of Comprehensive Plan directed studies and planning efforts.

Table IV-1 – Comprehensive Plan Studies

STUDY	DUE	STATUS
Stormwater Management Plan	2011	2012
Downtown Market Study to develop overall marketing strategy *Formulate Partnership with Merchants Association and TDC*	2012	Main Street Est. 2015
Overall Mobility Assessment including Bicycle and Pedestrian Needs	2012	2018-2019
20-year Capital Improvements Program	2012	
Waste Management Plan (to include recycling, waste reduction strategy, etc.)	2012	
Fire Department Master Plan	2012	2018
Police Department Master Plan	2012	Accreditation Process Fulfills
Animal Services Strategic Plan	2012	
Archaeological Predictive Model	2012	2014
Housing Needs Assessment	2013	2018
Establish Neighborhood Planning Areas	2013	Preliminary Analysis performed in 2015
Reclaimed Water Feasibility Study	2013	

Dune Management Plan	2013	Partially Completed
Green Local Government Designation Requirements	2013	
Energy Conservation Plan	2014	Partially Completed
Economic and Taxation Assessment for Annexation	2014	
Urban Forestry Inventory Assessment (working towards completion)	2014	2018
Boating & Waterways Needs Assessment	2015	
City-wide Parking Needs Assessment	2015	
Parks & Recreation Master Plan	2015	2015
Community and Regional Food Planning Assessment	2015	
Cemetery Master Plan	2016	2016
10 –year Water Supply Plan (as directed by SJRWMD)	2018	

City of Fernandina Beach Small-Area Population Estimates and Projections

Prepared For

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

Prepared By

Bureau of Economic and Business Research
College of Liberal Arts and Sciences
University of Florida
720 SW 2nd Avenue, Suite 150
P.O. Box 117148
Gainesville, Florida 32611-7148

February 14, 2020

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INTRODUCTION

The University of Florida's Bureau of Economic and Business Research (BEBR) produces the official population estimates and projections for the State of Florida through a contract with the Florida Legislature. That contract funds the development of estimates at the state, county and city levels, and projections at the state and county levels. Because this data is often required at much smaller levels of geography for many planning activities and other purposes, BEBR also develops estimates and projections for smaller geographic units.

The City of Fernandina Beach requires small-area population estimates and projections in support of planning and decision support. This project generated those data using a GIS-based model which develops forecasts based on historical growth by census tract, constrains and directs population change using property parcel-level build-out analysis, and controls population totals at the county level to BEBR's 2019 official county forecast. The purpose of this document is to describe the methods used by BEBR to develop small-area population estimates and projections for City of Fernandina Beach.

GEOSPATIAL SMALL-AREA POPULATION ESTIMATION AND FORECASTING MODEL OVERVIEW

The Geospatial Small-Area Population Estimation and Forecasting Model ("Model") developed by GIS Associates, Inc., was used to estimate and project permanent residential population at the parcel level, and then normalize those projections to BEBR's latest county level population estimates and forecasts. First, a Build-out Submodel was developed to estimate the maximum residential development potential at the parcel level. Current permanent population was estimated, and then build-out values were forecasted with the Build-out Submodel. Areas which cannot physically or lawfully allow residential development (built-out areas, water bodies, public lands, commercial areas, etc.) were excluded from the Build-out Submodel. Conversely, the Growth Drivers Submodel identified areas where growth is more likely to occur based on proximity to certain spatial features (e.g., roads) that tend to drive growth to certain areas.

Growth was projected based on a combination of historic growth trends (using an approach similar to what BEBR uses for its county level forecasts), and spatial constraints and influences, which both restrict and direct growth. Population growth calculations were controlled to BEBR's 2019 medium projections (BEBR's latest population forecasts), which were available in five-year increments to the year 2045. The source of this data is the BEBR publication *Projections of Florida Population by County, 2020-2045, with Estimates for 2018.* (Florida Population Studies, Bulletin 183, April 2019).

BUILD-OUT SUBMODEL

The Build-out Submodel was developed using county property appraiser's GIS parcel database, including the associated tax roll information. Existing housing units were identified using data provided by the property appraiser which was vetted by city planners. BEBR applied average unit occupancy and average household size from the 2010 decennial census tract data to convert housing units to population. BEBR then controlled the city population total to BEBR's 2018 official population estimate, resulting in a slightly upward adjustment of 2.6%. This is likely attributable to an increase in unit occupancy since the 2010 Census.



Figure 1. Parcels shaded by projected housing unit density (yellow is low, tan is medium, and brown is high)

GROWTH DRIVERS SUBMODEL

The Growth Drivers Submodel is a raster (cell-based) GIS model representing development potential. The submodel is a continuous surface of 10-meter cells containing values of 0-100, with '100' having the highest development potential and '0' having the lowest development potential. (See Figure 2). It influences the Model by factoring in the attraction of certain spatial features, or growth drivers on development. These drivers were identified from transportation and land use/land cover data. They include the following:

1. Proximity to roads and interchanges prioritized by level of use (with each road type modeled separately)
2. Proximity to existing residential development
3. Proximity to existing commercial development (based on parcels with commercial land use codes deemed attractors to residential growth)
4. Proximity to coastal and inland waters
5. Proximity to large planned developments

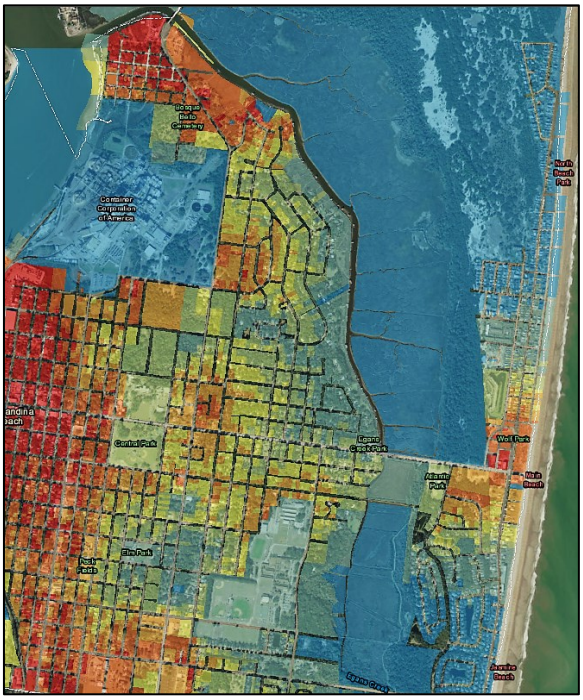


Figure 2. Parcels shaded by growth driver values (high development potential in red, moderate in yellow and low in blue)

Data used for generating the Growth Drivers Submodel and their sources are listed in Table 1 below.

Table 1. GIS datasets used in the Growth Drivers Submodel

Growth Driver	Data Source
Roads and Limited Access Road Interchanges	Florida Department of Transportation (FDOT) Major Roads: Functional Classification (FUNCLASS), and FDOT Limited Access Road Interchanges
Existing Residential Land Uses	County Property Appraiser Parcel Data
Selected Existing Commercial Land Uses	County Property Appraiser Parcel Data
Coastal and Inland Waters	Land Cover Data, and Florida Geographic Data Library (FGDL) Coastline Data
Large Planned Developments	Multiple sources, including the city and county, the Northeast Florida Regional Council, GIS Associates and BEBR

Each of the drivers listed in Table 1 were used as independent variables in a logistic regression equation. Dependent variables included existing residential units built during or after 1995 as the measure of "presence", and large undeveloped vacant parcels outside of large planned developments were used to measure "absence". The resulting equation could then be applied back to each of the regional grids resulting in a single regional grid with values 0 through 100, for which a value of 0 represented the lowest relative likelihood of development, and a value of 100 represented the highest relative likelihood of development.

This submodel encompasses the City of Fernandina Beach and its surrounding areas to account for the presence or absence of growth drivers outside the city that could influence growth within it. This submodel was used by the Model to rank undeveloped parcels based on their development potential, which is explained in the Growth Calculation Methodology section. Note that growth can still occur in areas assigned relatively low values from this submodel based on the historical growth trends.

GEOSPATIAL SMALL-AREA POPULATION ESTIMATION AND FORECASTING MODEL

The Geospatial Small-Area Population Estimation and Forecasting Model ("Model") integrates the Build-out Submodel and the Growth Drivers Submodel with the Population Projection Engine™, which makes the projection calculations using a combination of those submodel values, historic growth trends, and growth controls from BEBR's county-level forecasts.

Historic Growth Trends

The historic growth trends were derived from historic census population counts for 1990, 2000, and 2010, and parcel-based population estimates for 2018. For 1990 and 2000, census block population estimates were summarized at the 2010 tract level and combined with the 2010 tract

population estimates. For 2018, population was estimated by applying average unit occupancy and persons per household (from tract-level data from the 2010 Census) to parcel-based housing unit counts by census tract, and then adding population in group quarters. These estimates were used to produce up to twelve tract level projections using five different demographic extrapolation methods.

The five demographic extrapolation methods for projecting housing units and population utilized by the model were Linear, Exponential, Constant Share, Share-of-Growth and Shift-Share. The Linear and Exponential techniques employ a bottom-up approach, extrapolating the historic housing units for each census tract with no consideration for the county's overall growth. The Constant Share, Share-of-Growth and Shift-Share techniques employ a ratio allocation, or top-down approach, allocating a portion of the total projected county population or growth to each census tract based on that tract's percentage of county population or growth over the historical period. Each of the five methods is a good predictor of growth in different situations and growth patterns, so using a combination was the best way to avoid the largest possible errors resulting from the least appropriate techniques for each census tract (Sipe and Hopkins 1984). This approach is similar to the one BEBR uses for its county population forecasts.

The launch year was 2018, which we estimated using parcel-level data and controlled to the 2018 BEBR estimate. The projections were made for 2020, 2025, 2030, 2035, 2040 and 2045. Note that for the 2018-2020 iteration, the typical five-year growth was reduced to reflect only a two-year change. The methods and base periods used were the following:

1. **Linear Projection Method:** The Linear Projection Method assumes that the future change in the number of persons for each census tract will be the same as during the base period (Rayer and Wang, 2019). For the 2020-2030 projections, one linear trend from 2010 through 2018 (8-year period) was used. For the 2035-2045 projections, two additional linear trends were used, one from 1990 through 2018 (28-year period) and one from 2000 through 2018 (18-year period).

2. **Exponential Projection Method:** The Exponential Projection Method assumes that population will continue to change at the same percentage rate as during the base period (Rayer and Wang, 2019). One calculation was made from 2000 through 2018 (18-year period).

3. **Constant Share Projection Method:** The Constant Share Projection Method assumes that each census tract's future percentage of the county's total population will be the same as over the base period (Rayer, 2015). Two Constant Share (CS) calculations were made, one based on the 2010 shares and one based on 2018 shares.

4. **Share-of-Growth Projection Method**: The Share-of-Growth Projection Method assumes that each census tract's future percentage of the county's total growth will be the same as over the base period (Smith and Rayer, 2013). However, if population change is negative at the tract level and positive at the county level (or vice versa), higher county-level

projections would result in larger declines in tract projections. This is counterintuitive, so the "Plus-minus" variant of the Share-of-Growth Method was used (Smith, Tayman and Swanson, 2001). For the 2020-2030 projections, one Share-of-Growth trend from 2010 through 2018 (8-year period) was used. For the 2035-2045 projections, two additional Share-of-Growth trends were used, one from 1990 through 2018 (28-year period) and one from 2000 through 2018 (18-year period).

5. **Shift-Share Projection Method:** The Shift-Share Projection Method assumes that each census tract's future percentage of the county's total annual growth will change by the same annual amount as over the base period (Smith and Rayer, 2013). For the 2020-2030 projections, one Shift-Share trend from 2010 through 2018 (8-year period) was used. For the 2035-2045 projections, two additional Shift-Share trends were used, one from 1990 through 2018 (28-year period) and one from 2000 through 2018 (18-year period).

6. **Average of the Projection Extrapolations:** For the 2020-2030 projections, six calculations were made using base periods of 8 and 18 years; the highest and lowest were excluded, and the remaining four were averaged. For the 2035-2045 projections, twelve calculations were made using base periods of 8, 18, and 28 years; the highest four and lowest 4 were excluded, and the remaining four were averaged.

Growth Calculation Methodology

After the development of the Build-out Submodel, the Growth Drivers Submodel, and the historical growth trends, GIS Associates' Population Projection Engine™ tool was used to make the growth calculations. The methodology for calculating growth for each projection increment included the following steps:

1. Applying projected tract-level population growth to parcels within each tract.

2. Checking growth projections against build-out population and reducing any projections exceeding build-out to the build-out numbers.

3. Summarizing the resulting population growth and comparing it against BEBR's county-wide population growth.

    a. If the sum of the model's small-area projections exceeded the BEBR county projection, projected growth for all tracts was reduced proportionally.

    b. If the model's projections were less than the BEBR projections (which tends to be more common), the Growth Drivers Sub-model would be repeatedly applied until the BEBR projected growth for each five-year increment was reached. This process involved raising the populations of parcels in which growth driver values in the highest decile had available capacity for growth.

PROJECTION DELIVERABLES

The final population projections were delivered in GIS format (Esri file geodatabase), with a single feature class containing parcel-level results. This format is useful for quality assuring the results and inputs, for maintaining the projection inputs over time, and for graphically depicting projected patterns of future population growth (See Figure 3). The projection summary for the City of Fernandina Beach is in Table 2. These projections are of permanent residents and do not include seasonal residents or tourists.

Table 2. Population Projections

Year	Population
2018	12,761
2020	13,523
2025	14,357
2030	15,085
2035	15,480
2040	15,658
2045	15,816



Figure 3. Parcels shaded by 2045 population per acre (yellow is low, tan is medium, and brown is high)

CONCLUSIONS

Small area estimates and projections of population provide an essential foundation for planning and decision making. BEBR implemented GIS Associates' Geospatial Small-Area Population Estimation and Forecasting Model because it was the ideal tool for this purpose. Controlling to BEBR's own official estimates and projections provided consistency with other estimates and projections, while at the same time providing the spatial precision needed for a wide range of planning and other purposes.

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McGlynn Labs Inc
ENVIRONMENTAL LABORATORIES

Summary of conclusions concerning the Amelia Bluffs **Development (06/30/19):**

by Seán E. McGlynn, PhD., McGlynn Laboratories Inc., Technical Director, mcglynnlabs@gmail.com. Other organizations supported by Dr. McGynn (this document does not reflect their opinions or concerns): Wakulla Springs Alliance, Chair; Florida Springs Council, Board of Directors; Florida Lake Management Society, NW Florida Chapter President; Florida Water Resources Monitoring Council, Board of Directors; Friends of Wakulla Springs, former President; Big Bend Sierra Club, former President; Leon County Soil and Water Conservation District, former Supervisor; Apalachee Audubon Society, former President.

Summary

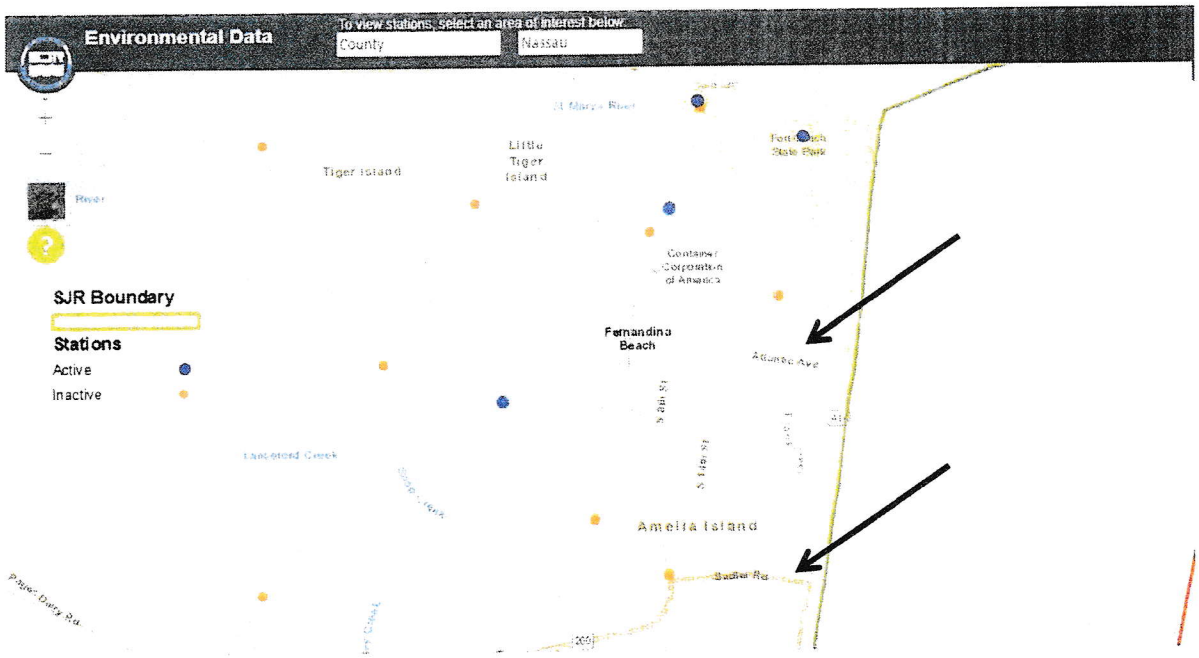
Egan's creek is a vitally important fresh water recharge feature in the center of Amelia Island and it's "extremely degraded." The aquifer is stressed and subject to saltwater intrusion. This development will further later this coastal dune habitat, decimate the maritime forest, destabilize the dune ridge, and endanger the salt marsh and hurricane protection of this fragile coastal dune habitat.

Harmful Bacteria were found in Egans Creek

Bacteria counts are "sky high". On June 7th, 2017, the Florida Department of Environmental Protection (FDEP) reported Escherichia Coli (E coli) bacteria at 3972.6 colonies per 100 ml (cfu) and Enterococci Bacteria Colonies at 19862.9 cfu in Egans Creek. The June 20th, 2018 edition of the Newsleader had a front page article entitled the "Riverkeeper's tests show elevated levels of E. coli in Egans Creek, again…" The levels of E. coli reportedly found in the June tests was 400 cfu in Egans Creek at Atlantic Avenue; 1,933 cfu near the mouth of Egans Creek at the Amelia River; and 2,567 cfu in Egans Creek, just north of Sadler Road, in the Greenway. On June 19th, 2019, McGlynn Laboratories Inc sampled Egans Creek at the Beech and Hickory Street Bridges, also on the Greenway, upstream and downstream from the proposed Amelia Bluffs site, and results were equally contaminated, and a health hazard at over 6046 and 10494 cfu of fecal coliform bacteria. On June 26, 2019, this sampling was repeated and at the Beech site, 152 cfus were found and at the Hickory site 16500 cfu. Salinity data indicate that the bacteria were higher upstream where the salinity was less implying that the bacteria are associated with the urban stormwater. Septic or sewage sources are both possible. The Class III Recreational Water, according to the Florida Statutes, set a maximum possible count of 800 cfu (Florida Administrative Code 62-302.530). The waters of Egans Creek exceed this on numerous occasions.

Potentially toxic organics were found in Egans Creek

The FDEP lab, at stations on Egans Creek at Atlantic and at Sadler Rd on 06/07/2017 found the following organic substances in the Egan Creek water in the Greenway. FDEP found: Sucralose a zero-calorie artificial sweetener and Splenda is the most common sucralose-based product. It is used as an indicator of human sewage in water. Sucralose at 0.15 ug/L and 0.18 ug/L. FDEP found: 2,4-D is a weed killer, a toxic herbicide that comes with known health risks, it is commonly discovers by the military and was in Agent Orange, but it is still being used on crops, in parks, and was found in Egans Creek. 2,4-D at 0.0046 ug/L and 0.012 ug/L, at Egan Creek at Atlantic and at Sadler Rd on 06/07/17, respectively. FDEP found: Diuron is a white crystalline solid herbicide developed by Bayor in 1954. It is a powder. The primary hazard is the threat to the environment. Immediate steps should be taken to limit its spread to the environment. It can cause illness by inhalation, skin absorption and/or ingestion. It is used as a herbicide. Diuron at 0.0008 ug/L, at the first site only, Atlantic Street, in Egans Creek. FDEP found: Imidacloprid is an insecticide that was made to mimic nicotine. Nicotine is naturally found in many plants, including tobacco, and is toxic to insects. Imidacloprid is used to control sucking insects, termites, some soil insects, and fleas on pets. It has been used in products sold in the United States since 1994. Imidacloprid at 0.016 ug/L and 0.015 ug/L, at Egan Creek at Atlantic and at Sadler Rd on 06/07/17, respectively. FDEP found: Bentazon is a chemical manufactured by BASF Chemicals for use in herbicides. It is categorized under the thiadiazine group of chemicals. Bentazon at 0.0053 ug/L and 0.0058 ug/L, at Egan Creek at Atlantic and at Sadler Rd on 06/07/17, respectively. FDEP found: Fluridone is an organic compound that is used as aquatic herbicide often used to control invasive plants. It is sold under the names Sonar, Avast and Whitecap and is used in the United States to control hydrilla and Eurasian watermilfoil among other species. Fluridone at 0.0022 ug/L, at the first site only, Atlantic Street, in Egans Creek.

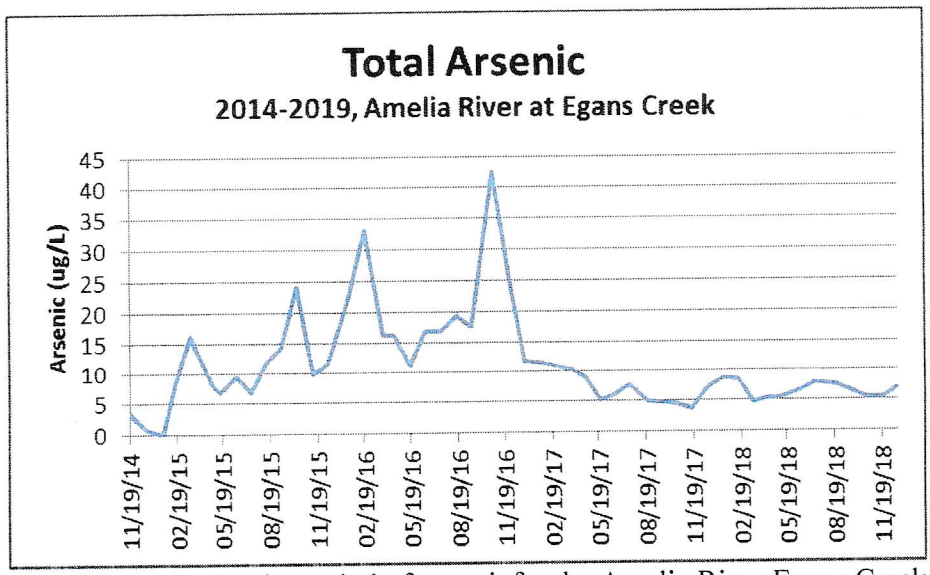


FDEP site for sampling toxics

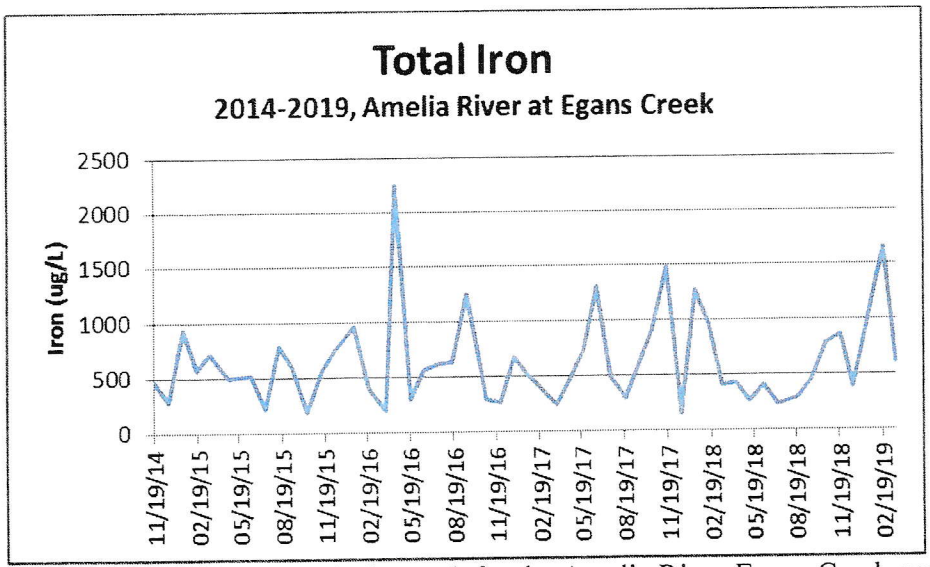
Elevated nutrients, metals and other physical properties

Nutrients, metals and other physical properties were elevated in Egans Creek

Egans Creek should be classified as "impaired." But it is not listed as a TMDL on DEP website. The samples in the graphs were taken by the St Johns River Water Management District (SJRWMD) and analyzed by their laboratory. Samples taken and analyzed by MLI are mentioned in the text, as more of these analysis are finished they may be added in a separate section.

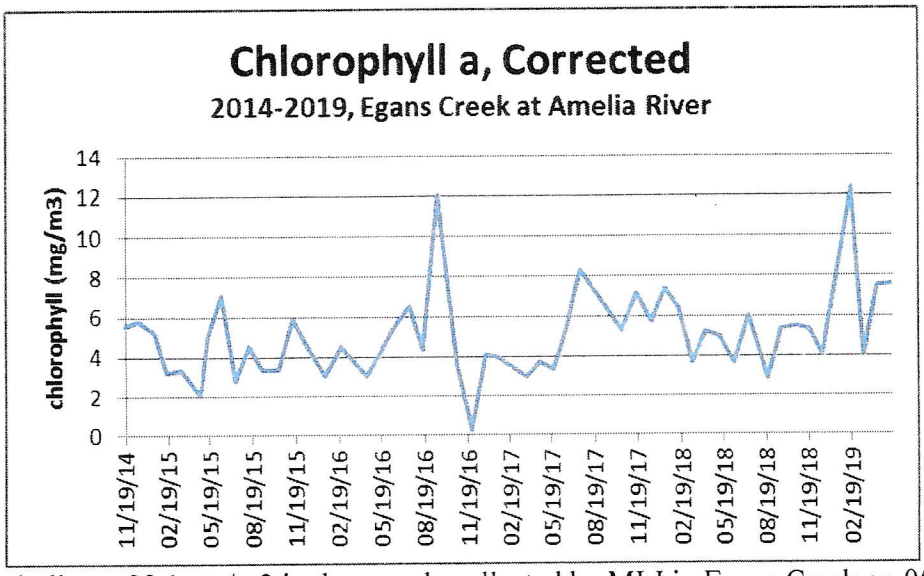


The average arsenic levels, for the period of record, for the Amelia River Egans Creek is below this level, this average is 11 ug/L. According to the Table 62-302.530: Surface Water Quality Standards, arsenic levels should be below 50 ug/ L (Florida Administrative Code 62-302.530, SJRWMD data).

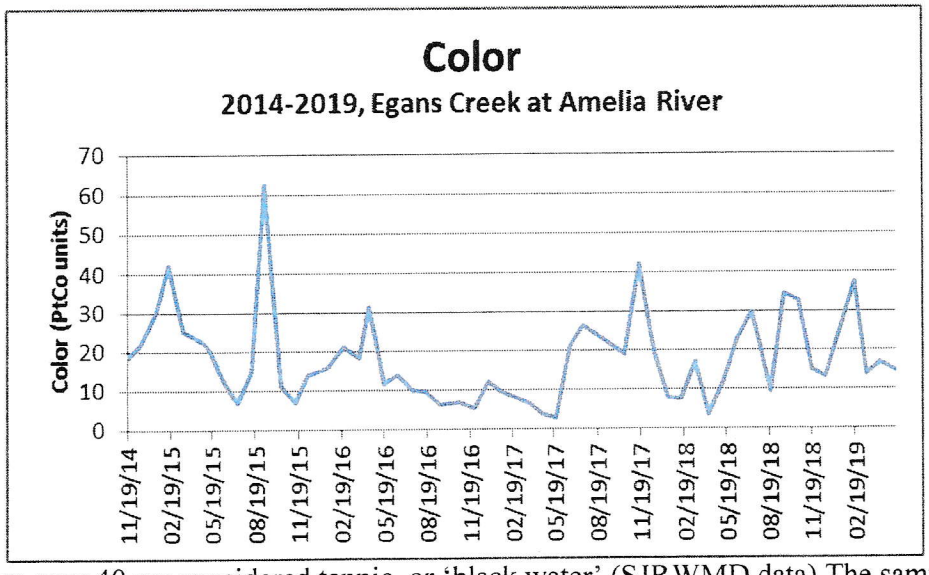


The average iron levels, for the period of record, for the Amelia River Egans Creek exceeds this level, this average is 632 ug/L. According to the Table 62-302.530: Surface Water Quality

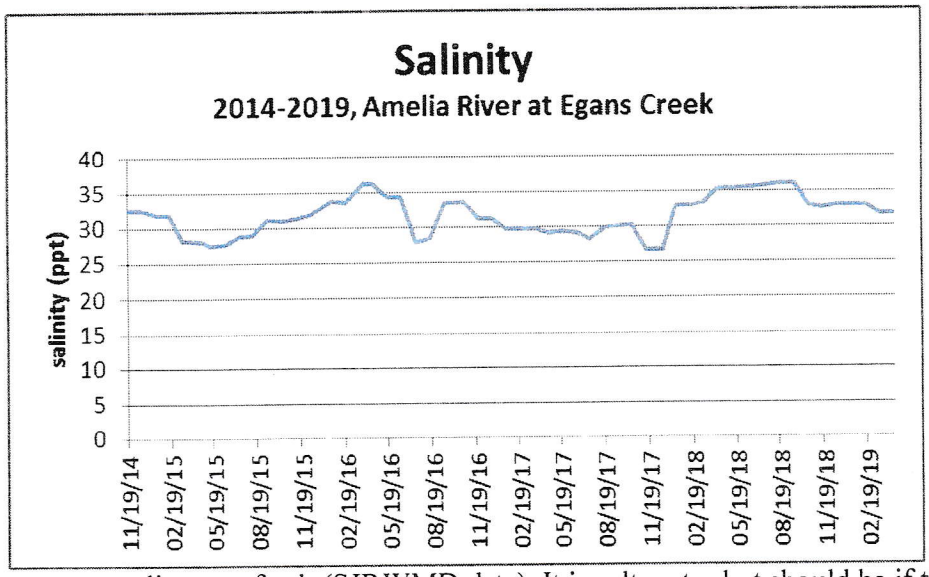
Standards, Iron levels should be below 300 ug/ L (Florida Administrative Code 62-302.530, SJRWMD data).



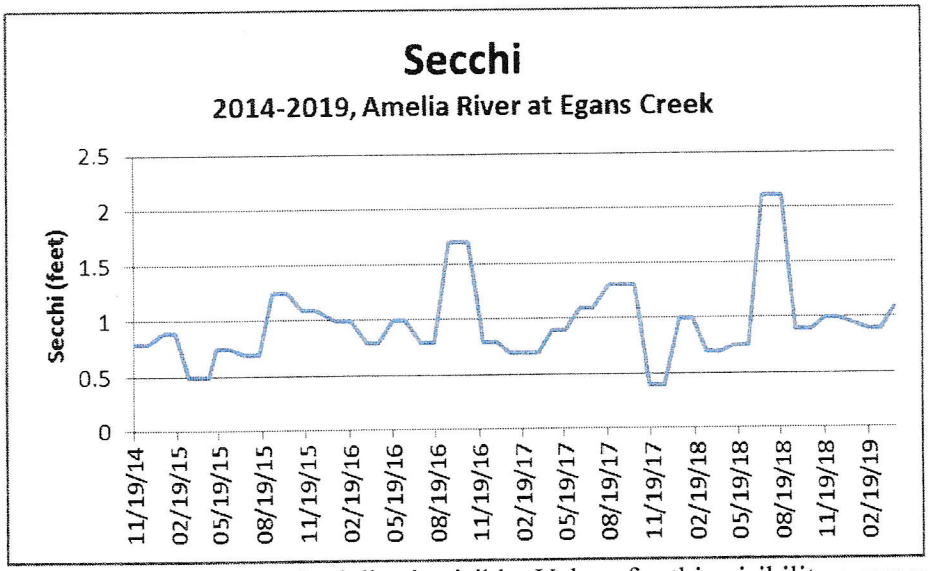
The chlorophyll was 29.1 mg/m3 in the sample collected by MLI in Egans Creek on 05/19/19. Florida LakeWatch considers values over 6 elevated or hypereutrophic and Florida's Numeric Nutrient Criteria cites waterbodies with values over 20 impaired (SJRWMD data).



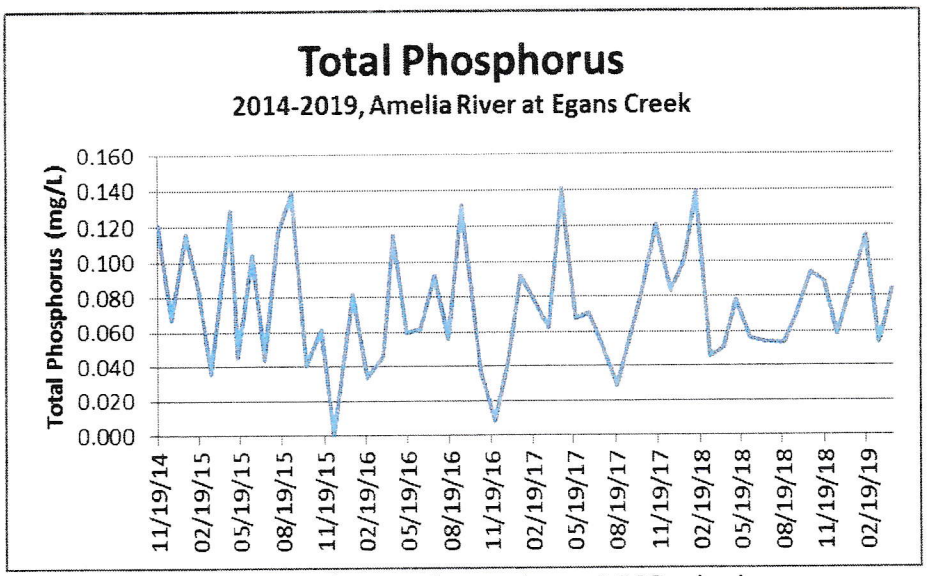
Color values over 40 are considered tannic, or 'black water' (SJRWMD data).The sample collected by MLI in Egans Creek on 05/19/19, at the above and below the Amelia Bluffs site, on Egans Creek, at the Beech and Hickory Street Bridges, also on the Greenway, upstream and downstream from the proposed site very tannic at 58.8 and 67.3 ptco units.



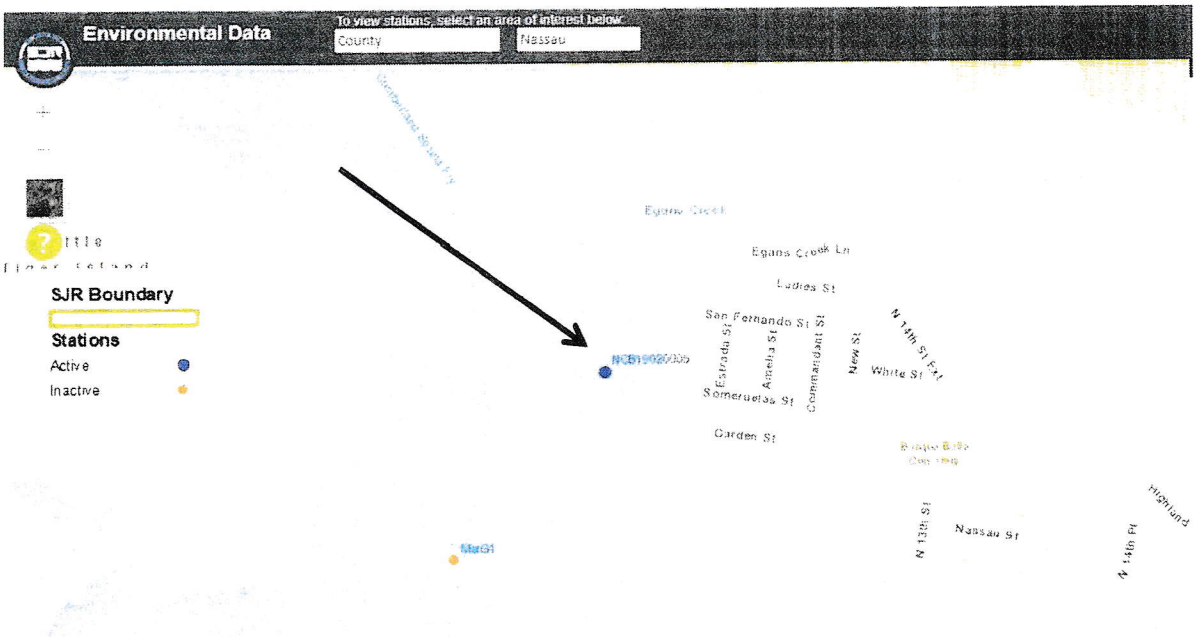
The water was very saline, not fresh (SJRWMD data). It is salt water but should be if the system should be fresh water if were in its natural state. According old aerial photography, channeling and straightening of Egan's Creek occurred before 1943. Spoil was deposited along the edges of the marsh. In the 1950s, coastal managers constructed mosquito control ditches throughout the Egan's Creek marshes (Coastal Engineering Lab 1958). The ditches extended well into the uplands, changing the drainage characteristics of the freshwater interdunal swale wetlands and introducing saltwater tidal influences. In 2007 a restoration project was begun with the SJRWMD.



Secchi is the depth at which a standard disc is visible. Values for this visibility averaged less than a foot. Many localities, like Missouri, the land of 10,000 lakes, do not allow swimming when the secchi is less than 3 feet (SJRWMD data).



Total phosphorous levels are frequently over the maximum NNC criteria
For streams in Peninsula Florida: TP < 0.12 mg/L (SJRWMD data).

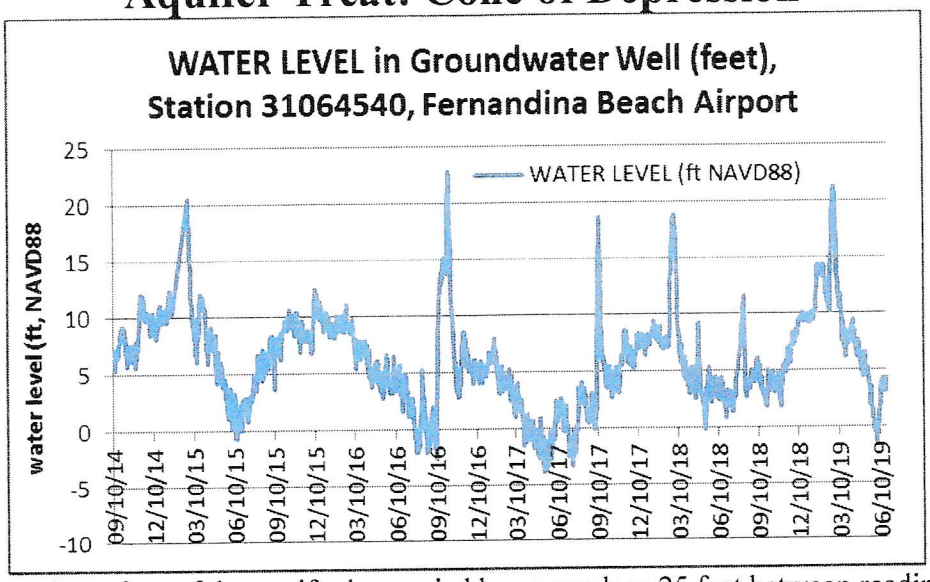


SJRWMD site for sampling nutrients, metals and other physical properties

Drinking water threat: pollutant loading

The shallow sandy holding ponds, as well as the underlying sands of the dune the development will sit upon, offer little treatment for dissolved pollutants in the urban stormwater of the proposed development. Surface discharges through thru 12 inch wide outfall pipe, into the wetlands will have little treatment as well. If we know the discharge volumes of each, we could quantify this impact, and this needs to be disclosed. Either way, it will add t the already pollutant laden stormwater in Egans Creek.

Aquifer Treat: Cone of Depression



The piezometric surface of the aquifer has varied by as much as 25 feet between readings over the past 5 years. This is an indication of stress (SJRWMD data).

Fernandina Beach Municipal Airport is a city-owned public-use airport located on Amelia Island three nautical miles south of the central business district of Fernandina Beach, in Nassau County, Florida. The graph of the water level in this well shows dramatic fluctuations indicating stress on the aquifer. Since groundwater pumping first began, water scientists have closely monitored subsurface "cones of depression" that have developed on the vicinity of the Amelia Island aquifer. Major cones of depression over the past 10 years or more have occurred in four specific Florida/Georgia locations including Fernandina Beach and Jacksonville, Florida, and St. Marys and Brunswick. Since 2011, groundwater withdrawals in the Fernandina Beach region appear to have stabilized with a much-reduced cone of depression; however, aquifer deficits are still nearly 70 feet below historic levels (Fort Clinch State Park, Approved Unit Management Plan, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, Division of Recreation and Parks, August 2017).

Drinking water threat: Saltwater Intrusion

The USGS predicts that groundwater levels underlying Amelia Island will continue to decline. With the lowering of groundwater levels comes increased coastal saltwater intrusion into the Floridan aquifer. Saltwater intrusion already adversely affects the residents of the Fernandina Beach and Fort Clinch State Park. Potable groundwater used to be available from onsite wells that pumped freshwater from the surficial aquifer that at the time ranged between 20 feet to 120 feet in depth as well as from deeper units in the Upper Floridan. As early as the 1970s, the surficial at both of these locations had already shown significant signs of saltwater intrusion as measured by increased chloride levels. Chloride levels greater than 250 milligrams/liter (mg/l) exceed Florida's primary drinking water standards for public supply (Florida Administrative Code 62-302.530). By the late 1990s, Fort Clinch's groundwater quality precipitously declined to a point that the decision was made to cap all park supply wells and hook up to the Florida

Public Utility Commission of Fernandina Beach to receive its potable water (Fort Clinch State Park, Approved Unit Management Plan, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, Division of Recreation and Parks, August 2017).

Saltwater intrusion as well as artificial ditching and draining can also negatively affect the freshwater ecology of natural communities (FNAI 2010). Small coastal islands such as Amelia at Fort Clinch can have an extremely limited diversity of freshwater wetland communities. On Amelia Island, the two important freshwater communities that make up surface wetlands are coastal interdunal swales and depression marshes have been impacted by Mosquito control ditches have considerably altered the natural topography and thus the freshwater wetlands of the park. The ditches connected all low-lying areas of the park and drained westward toward the marshes of Egan's Creek. With each tidal exchange, saltwater enters these fragile wetlands through these ditches. In 2007 a restoration effort began to restore the salt marsh and flows in the tidal basin of Egans Creek (Fort Clinch State Park, Approved Unit Management Plan, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, Division of Recreation and Parks, August 2017).

The sample collected by MLI in Egans Creek on 05/19/19, at the above and below the Amelia Bluffs site, on Egans Creek, at the Beech and Hickory Street Bridges, also on the Greenway, upstream and downstream from the proposed site very saline at 29 and 16 parts per thousand (PPT) salinity. On June 26, 2019 these two stations showed similar results of 30 and 15 ppt. This indicates that the area between these two bridges, also the area where the proposed Amelia Bluffs development is planning its outfall is a mixing zone, where the salinity if already currently flux, possibly destabilizing the exiting salt marsh. The unknown volume of discharge, both surface stormwater and seepage through the ponds will add to this.

Island Stability Threat

Considering the fragile and imperiled habitats on Amelia Island, the biggest risk from the proposed Amelia Bluffs Development is adding even more of these human pollutants. There will be greater volumes of stormwater runoff including bacteria, nutrients, heavy metals, herbicides and pesticides. This will further degrade the water quality. However, the hydrological change due to the proposed Amelia Bluffs Development will also have profound effects. By replacing the maritime forest with residential structures, impervious surfaces and manicured lawns stormwater runoff will increase. This runoff will be funneled by an elaborate stormwater system designed to concentrate the runoff into stormwater ponds along the ridge of the dune. The soils of this dune, soils in dune area, Kureb-Resota fine sands, have negligible absorption or treatment capacity. This stormwater will infiltrate downward inside the dune, destabilizing it while the de-forested ridge will lack structural support from the roots of the logged trees, or physical resistance of the buffering capacity their limbs serve as a wind break. Erosion and sloughing off will reduce the once mighty ridge of rolling dunes into de-stabilizing fragile Dunes, like other topographic changes that have occurred on Amelia Island, on the east side, to opposite shore of Egans Creek called the "walking dune", which was destabilized by a similar residentially development east of the park.

The Amelia Bluff development will have adverse water quality, quantity and geological impacts of the proposed development of 6.4 acres of Conservation land. Post-development the natural

vegetation will be replaced, with roof tops, road and driveway paving; natural vegetation will be destroyed to plant lawns and landscaping; there will be runoff to the waterway from fertilizer, herbicides, and pesticides applied by homeowners. In sum, discharge from the development will further degrade the Greenway waters. If the storm water runoff detention area has a sand bottom, there is virtually no treatment for exfiltration runoff. The existing site hydrology with maritime forest vegetation is significantly more beneficial for the health of the waterway.

The section including calculations of the expected runoff from the home sites IS STILL BEING CALCULATED.

amelia tree conservancy

EAR Legislative Mandates
Comp Plan/LDC Working Group Report
June 6, 2020

Introduction: Our Context

In spring 2019 a series of four **EAR public input** sessions were held in preparation for revision of the Fernandina Beach Comprehensive Plan. These sessions were well attended and there was a great deal of consistency in the input provided by participants. The most dominant concerns were:

- **Overdevelopment and its implications:** This was the dominant concern. Participants focused on the following implications:
    - Exceeding the carrying capacity of the island, resulting in inability to evacuate in hurricanes, heavy traffic, etc.
    - Loss of quality of life
    - Loss of the character ("sense of place") of the City, which impacts social and economic sustainability
    - Loss of the trees that we rely on to moderate our temperature and protect us from wind damage, erosion, flooding, etc.
    - The need for multi-modal transportation
- The need for affordable housing
- Noise and litter from the 24-hour-a-day flow of trucks through the historic district to the port and WestRock, impacting small businesses.

These concerns were reported in the notes for each session (which, unfortunately, are no longer on the Planning and Conservation web page) and to some extent in the final EAR report. They reflect the perspective of the community, although they have grown dim in the Northeast Florida Regional Council data and analysis for the mandated elements.

Because Fernandina Beach is located on a barrier island, we do not have the luxury of unlimited expansion. Roads cannot be increased in number or size and we cannot simply add land to our jurisdiction at will. Most importantly, parcel development must be limited to what our environment can support without eroding sustainability and resiliency. Based on the "peril of flood" and the water supply mandated elements, it seems clear that the State understands this. We also know that we are not expected to grow in size; rather, we can expect gradual redevelopment and infill. In order to plan, we must know the **carrying capacity** of the City and island and manage growth within those limitations.

In the past few years, most of us have realized the severity of the impacts of climate change and sea level rise and how this relates to our barrier island. **Environmental sustainability and resiliency** are crucial and our circumstances necessitate researched-based action. The "peril of flood" and water supply mandates seem to communicate this from the State as well. Our

resiliency and our social and economic sustainability on this island depend on how we manage our environmental sustainability and ecological resiliency. At this point in time, we must generate the foresight and courage to prepare well for the future.

The City has begun to prepare for the future through land conservation, dune renourishment and protection, improved stormwater management, upgraded building standards to conform to FEMA updates, changing the design of the marina and constructing a sea wall to protect the downtown. However, to prepare well for the future, we need to utilize all of the research available. Over the past couple of years, the County has been studying our environment in relation to floodplain resiliency and land conservation by pulling in a variety of experts from the State, University of Florida and a range of areas of expertise. The report on this work should be available soon. Most recently, Phase II of their Vulnerability Assessment study was completed and presented to County Commissioners by the Balmoral Group. These data include Fernandina Beach and are highly relevant. We need to incorporate this data into our planning and make a far greater effort to work with Nassau County, the State and the federal government.

As always, there are many things we need to do, but now it is critical that we at least focus on the following to optimize our future:

- Protect primary and secondary dunes as well as relic dunes within proximity of creeks and wetlands
- Protect wetlands, marshes and creeks
- Protect and expand our green infrastructure
- Protect the historic district from flooding
- Conserve habitat and wildlife corridors
- Optimize stormwater management
- Adapt our conceptualization of future land use and the associated strategies to fit current realities
- Continue to update building standards using sustainable design to meet current needs

We will address these points along with others related to recent changes in our input on the overall Comprehensive Plan.

The Comp Plan/LDC Working Group is a group of community volunteers interested in providing input for both the Fernandina Beach and Nassau County comprehensive plans and land development codes. It was organized by Margaret Kirkland under the auspices of Amelia Tree Conservancy, although members perceive themselves as concerned citizens representing their community. In the research process we have garnered information from a number of experts in our community. This report responds to the proposed Northeast Florida Regional Council (NEFRC) text addressing the three legislative comprehensive plan mandates.

"Seasonal Population"

Data and Analysis:

The "Seasonal Population" updates proposed by NEFRC constitute a step in the right direction in responding to this mandate, but as a community located on a barrier island with a finite carrying capacity and the need to prepare for storm surge and sea level rise, we feel the community needs far greater protection. Many of the other coastal communities around the state have been built out to a point where they are no longer environmentally sustainable in the face of storm surge and sea level rise. They have also lost all character and uniqueness. Our community would prefer smarter growth that contributes to quality of life and environmental, social and economic sustainability as opposed to greatly increasing densities that destroy the protection we depend on for our sustainability and resiliency—our environment. For this reason, we feel that it is critical that we maintain a conservative balance between our permanent and seasonal residents. It is, after all, essential to have sufficient permanent residents to maintain a community and a functional local government.

The following notes present commentary on the data and analysis provided by NEFRC and provide a foundation for the recommendations to follow. Paragraph headers in red indicate recommended additions while those in black indicate comments or edits of NEFRC recommendations.

- **Clarity:** All objectives and policies must be crystal clear. Currently, the language resembles that of our current Comprehensive Plan, which is interpreted as unenforceable.

- **Excerpt from Part 2, Section 3: 3) FLUM Line 203: "Almost half (42%) of the City is held in conservation or recreational land use."** (NEFRC Data and Analysis)
  Combining conservation and recreational land use is a misrepresentation that has been used to argue that the city doesn't need more conservation land. A grass ball field with grass that has roots 2 inches long does not prevent erosion or contribute to sustainability like trees or even native grasses with extensive root systems. According to the NEFRC Data and Analysis, the actual amount of conservation land is approximately 17%, and it must be clear that these categories are not the same.

- **Carrying capacity:** Before we move further with development, we need to understand the carrying capacity of the city and the island. Fernandina Beach and the unincorporated part of the island are almost completely built out. The rapid pace of development in recent years means that we are either close to or have exceeded our carrying capacity. This must be studied and adhered to with the current storm surge and sea level rise threats to the sustainability of the city and island and to our resiliency. Overdevelopment and carrying

capacity were the most dominant concern in the EAR public input sessions in 2019. Carrying capacity must be determined prior to further development.

- **Current data:** The data do not consider our current reality. In recent months, completion of Phase II of the Nassau County Vulnerability Study (See Attachment.) has provided updated data on the vulnerability of Amelia Island that must be considered in the Comp Plan. The County also undertook a year-long study of floodplain resiliency and conservation that included experts from throughout the state. The report on this latter study should be available very soon. This research also must be reflected in any analysis.

- **Seasonal populations:** No data are included related to permanent residents or the three seasonal populations: hotel/motel occupants, short-term rentals, and occupancy of second homes. To make any specific statements regarding this, we need current reliable data, including representation of the new hotels being built, which are quite large for the size of the city and island. If we do not have this data, we can only say that these studies must be conducted.

- **2019 EAR Public Input:** Citizen input from the April 2019 public input sessions was quite strong and clear, and the numbers were impressive. In this analysis and draft, that input has been greatly diminished.

Policy Recommendations:

The following policy recommendations include edits and additions to the Future Land Use Element recommendations proposed by NEFRC. Our edits and additions appear in red.

- **Future Land Use Policy 1.02.04:**
  Decisions on amendments to the FLUM ~~shall~~ must be based on an analysis of the suitability and compatibility of the proposed use, based on the following factors:
  a. Type and density or intensity of surrounding uses;
  b. Zoning districts in the surrounding area;
  c. Demonstration of adequate water supply and water supply facilities;
  d. Appropriateness of the size of the parcel compared to the proposed use;
  e. Physical condition of the site, and the suitability of soils and topography for the proposed use;
  f. Suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, wildlife habitat or corridors, flood zones, or historic resources;

g. Compatibility factors; [What does this mean?]
h. Impact on adopted levels of service standards and quality of service standards; ~~and~~
i. Location in a Coastal Upland Protection Zone (CUPZ); ~~and~~
j. The community vision and ~~allowing for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and business~~ analysis of the city and island real estate market for permanent residents, seasonal residents and businesses. This analysis must ~~analyze~~ include at least three aspects of seasonal population: hotel/motel occupants, short-term rentals, and occupancy of second homes. Maintaining the current balance between permanent residents and seasonal residents is critical to the "community vision" of the City, to the future "sense of place" and social and economic sustainability of the City. (See Policy 1.02.16 below.)
k. Consistency with the environmental, social, and economic sustainability and resiliency standards of the island (Policy 1.02.14)
l. Consistency with the carrying capacity of the City and island (Policy 1.02.15)

- **Policy 1.02.14:**
  Based on thorough research, the City Planning and Conservation Department and the County Planning and Economic Opportunity Department must develop environmental, social and economic sustainability and resiliency standards for Amelia Island, including Fernandina Beach, by June 1, 2021. No new development of undeveloped parcels may be approved until these standards have been codified and approved by the City Commission.

- **Policy 1.02.15:**
  Based on thorough research, the City Planning and Conservation Department and the County Planning and Economic Opportunity Department must develop standards for the carrying capacity of Amelia island and Fernandina Beach by December 30, 2021. No new development of undeveloped parcels may be approved until these standards have been codified and approved by the City Commission.

- **Policy 1.02.16:**
  The City Planning and Conservation Department and the County Planning and Economic Opportunity Department must analyze the real estate market in the City and on Amelia Island to ensure that there are adequate choices for permanent residents, seasonal residents and businesses within the limits of the carrying capacity and sustainability and resiliency standards of the City and island by March 30, 2022. (At least three aspects of the seasonal population must be included in the analysis: hotel/motel occupants, short-term rentals, and occupancy of second homes.)

"Peril of Flood"

Data and Analysis:

The "peril of flood" updates proposed by NEFRC constitute major improvements in this area, but we believe they can go further. The following data and analysis notes relate to the subsequent edits and additions to those provided by NEFRC. Paragraph headers in red indicate recommended additions while those in black indicate edits of or commentary on NEFRC recommendations.

- **Policy 5.02.08 (REVISED)**: We have little existing construction east of the Coastal Construction Control Line and therefore can prohibit new construction in this area since it would inhibit natural dune development and create additional damage and debris in the event of a hurricane.
- **Policy 5.03.18:** This edit simply serves as a reminder that our marshes are tidal and will be impacted by climate events.
- **Policy 5.03.19:** This edit simply adds further specificity.
- **Policy 5.03.23:** In an era of climate change, this addition ensures that zoning maps and the FLUM reflect reality and inform the public and staff in as accurate a manner as possible.
- **Policy 5.03.24:** Because Amelia Island is a barrier island, clear standards promoting environmental sustainability and resiliency must be established and updated regularly. These standards must be communicated to the public. Since Amelia Island is one geological and environmental entity, it is critical that such policies be uniform for the entire island.
- **Policy 5.03.25:** It has been established by prior research by FDEP, SJRWMD and McGlynn Labs (See McGlynn Labs report in Attachment) that Egans Creek and the marsh known as Escambia Slough (the marsh east of the port and south of WestRock) are polluted by E.Coli, pesticides, herbicides and other substances. Residents fish in these waters, and in a storm event, these substances could be spread through nearby neighborhoods of the City and beaches as a result of storm surge and flooding. FDEP has established a water body identification (WBID) for these sites and testing will be conducted by the State. The City and County need to explore State and federal support and develop a cleanup plan.
- **Policy 5.03.26:** As a result of sea level rise (as documented by the city), threat of surge and potential changes in storm patterns, it is important that the City expand its required buffers around wetlands and bodies of water. It is important that these buffers be measured horizontally because buffers with a significant grade do not function as intended.
- **Policy 5.3.27:** It is essential that the City educate the population regarding the challenges and responsibilities of living on a barrier island. This lack of understanding constitutes a hazard during storm events and often results in residents impacting the sustainability and resiliency of the City. This should involve distribution of brochures, newspaper articles, and

information available on the City web site and social media. Periodic informational meetings could also be scheduled.

- **Policy 5.03.28:** In the past, ordinances have been changed that negatively impacted the City's FEMA Community Rating for flood insurance because of lack of sufficiently careful review. We therefore need to lay a foundation to ensure careful consideration of flood-related decisions in the future.
- **Policies 5.03.29-5.03.34:** These policies strengthen the City's flood-related policies by aligning them more closely with the Code of Federal Regulation (CFR).
- **Policy 5.04.08. (REVISED):** Since the state seems to be trying to get development out of the Coastal High Hazard Area (Refer to the Storm Surge map available on County Appraisers maps under Public Safety), the City should prohibit new construction in the Coastal High Hazard Zone. Objective 5.04 and several policies mention directing population away from this area. Conservation of this land would contribute to environmental sustainability and resiliency. This would include the CHHZ low-lying parcels on the coast, around Egans Creek and Escambia Slough and low-lying parcels close to the river.

  OBJECTIVE 5.04. COASTAL HIGH HAZARD AREAS (CHHA)
  The City shall protect property, residents, and visitors within the Coastal High Hazard Area. Protection shall be provided through appropriate designations on the Future Land Use Map to ensure that population is directed away from the coastal high hazard area, limitations on construction of infrastructure in the Coastal High Hazard Area, and coordination with hazard mitigation and post-disaster plans.

  Refer also to Policy 5.04.05, Policy 5.04.05 and Objective 5.3 revisions.

Policy recommendations:

The following policy recommendations Include edits and additions to the recommendations proposed by NEFRC. Our edits and additions appear in red.

- **Policy 5.02.08 (REVISED)**
  The City ~~shall~~ must coordinate with DEP in evaluating and updating the location of the Coastal Construction Control Line (CCCL) and must ~~require that any construction activities seaward of the CCCL established pursuant to Chapter 161.058 be consistent with statutory provisions.~~ prohibit new construction east of the CCCL.

- **Policy 5.03.18**
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preserve and open space areas, and protection of tidal beaches and marshes that will be adaptable to future climate events.

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  The City must consider purchasing properties in areas most vulnerable to destructive storm surge and flooding for recreational uses and ~~open space~~ land conservation, subject to available financial resources and funding priorities. Transfer of development rights and acquisition by a land trust are among the options for consideration.

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Water Supply Facilities Work Plan

Data and Analysis:

The Water Supply Facilities Work Plan (WSFWP) proposed by Northeast Florida Regional Council (NEFRC) significantly strengthens this aspect of the Comprehensive Plan. We do believe, however, that it will be stronger if accountability aspects of the tasks are clearly defined (e.g. whose responsibility it is to complete a task).

The addition recommended below will contribute to water conservation and simply updates the existing intent.

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We recommend one addition to Exhibit B from Comprehensive Plan Policy 4.03.10, with the following edits (in red).

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Questions and comments related to this report should be addressed to kirkland.mrk@gmail.com for distribution to the entire group.

Respectfully submitted,

Beth Foster, Pam Green, Lauree Hemke, Betsie Huben, Christine Joblon, Ann Kemp, Margaret Kirkland, Alexandra Lajoux, Pat Quealy Moore, Helen Perry, and Shameera Wiest
Comp Plan/LDC Working Group
July 6, 2020

amelia tree conservancy

EAR Legislative Mandates
Comp Plan/LDC Working Group Report
July 20, 2020 Update

Introduction: Our Context

In spring 2019 a series of four **EAR public input** sessions were held in preparation for revision of the Fernandina Beach Comprehensive Plan. These sessions were well attended and there was a great deal of consistency in the input provided by participants. The most dominant concerns were:

- **Overdevelopment and its implications:** This was the dominant concern. Participants focused on the following implications:
    - Exceeding the carrying capacity of the island, resulting in inability to evacuate in hurricanes, heavy traffic, etc.
    - Loss of quality of life
    - Loss of the character ("sense of place") of the City, which impacts social and economic sustainability
    - Loss of the trees that we rely on to moderate our temperature and protect us from wind damage, erosion, flooding, etc.
    - The need for multi-modal transportation
- The need for affordable housing
- Noise and litter from the 24-hour-a-day flow of trucks through the historic district to the port and WestRock, impacting small businesses.

These concerns were reported in the notes for each session (which, unfortunately, are no longer on the Planning and Conservation web page) and to some extent in the final EAR report. They reflect the perspective of the community, although they have grown dim in the Northeast Florida Regional Council data and analysis for the mandated elements.

Because Fernandina Beach is located on a barrier island, we do not have the luxury of unlimited expansion. Roads cannot be increased in number or size and we cannot simply add developable land to our jurisdiction at will. Most importantly, parcel development must be limited to what our environment can support without eroding sustainability and resiliency. Based on the "peril of flood" and the water supply mandated elements, it seems clear that the State understands this, particularly since it is a common phenomenon in Florida. We also know that we are not expected to grow in size; rather, we can expect gradual redevelopment and infill. In order to plan, we must know the **carrying capacity** of the City and island and manage growth within those constraints, planning for the hazards that we face.

In the past few years, most of us have realized the severity of the impacts of climate change and sea level rise and how this relates to our barrier island. **Environmental sustainability and resiliency** are crucial and our circumstances necessitate researched-based action. The "peril of

flood" and water supply mandates seem to communicate an awareness of this at the State level as well. Our resiliency and our social and economic sustainability on this island depend on how we manage our environmental sustainability and ecological resiliency. At this point in time, we must generate the foresight and courage to prepare well for the future.

The City has begun to prepare for the future through land conservation, dune renourishment and protection, improved stormwater management, upgraded building standards to conform to FEMA updates, changing the design of the marina and constructing a sea wall to protect the downtown. However, to prepare well for the future, we need to utilize all of the research available. Over the past couple of years, the County has been studying our environment in relation to floodplain resiliency and land conservation by convening a variety of experts from the State, University of Florida and nonprofits with a range of expertise. The report on this work should be available soon. Most recently, Phase II of their Vulnerability Assessment study was completed and presented to County Commissioners by the Balmoral Group. These data include Fernandina Beach and indicate that we are vulnerable to even a Category 1 hurricane storm surge, which will be exacerbated by sea level rise. The report also includes impacts on cultural resources, areas of poverty and areas where septic systems are in use. We need to incorporate this data into our planning and make a far greater effort to work with Nassau County, the State and the federal government.

As always, there are many things we need to do, but now it is critical that we at least focus on the following to optimize our future:

- Protect primary and secondary dunes as well as relic dunes within proximity of creeks and wetlands
- Protect wetlands, marshes and creeks
- Protect and expand our green infrastructure, our canopy
- Protect the historic district from flooding
- Conserve habitat and wildlife corridors
- Optimize stormwater management
- Adapt our conceptualization of future land use and the associated strategies to fit current realities
- Continue to update building standards using sustainable design to meet current needs

The Comp Plan/LDC Working Group will address these points along with others related to recent contextual changes in our input on the overall Comprehensive Plan.

The Comp Plan/LDC Working Group is a group of community volunteers interested in providing input for both the Fernandina Beach and Nassau County comprehensive plans and land development codes. It was organized by Margaret Kirkland under the auspices of Amelia Tree

Conservancy, although members perceive themselves as concerned citizens representing their community. In the research process we have garnered information from a number of experts in our community. This report responds to the proposed Northeast Florida Regional Council (NEFRC) text addressing the three legislative comprehensive plan mandates, which is posted to the Planning & Conservation Department web site under Evaluation and Appraisal Review (EAR) (http://www.fbfl.us/1013/Evaluation-and-Appraisal-Review-EAR).

"Seasonal Population"

Data and Analysis:

The "Seasonal Population" updates proposed by NEFRC constitute a step in the right direction in responding to this mandate, but as a community located on a barrier island with a finite carrying capacity and the need to prepare for storm surge and sea level rise, we feel the community needs far greater protection and more data to support policy formulation. Many of the other coastal communities around the state have been built out to a point where they are no longer environmentally sustainable in the face of storm surge and sea level rise. They have also lost all character and uniqueness. Our community would prefer smarter growth that contributes to quality of life and environmental, social and economic sustainability, as opposed to greatly increasing densities that destroy the protection we depend on for our sustainability and resiliency—our environment. For this reason, we feel that it is critical that we maintain a conservative balance between our permanent and seasonal residents. It is, after all, essential to have sufficient permanent residents to maintain a community and a functional local government.

The following notes present commentary on the data and analysis provided by NEFRC and provide a foundation for the recommendations to follow. Paragraph headers in red indicate recommended additions while those in black indicate comments or edits of NEFRC recommendations.

- **Clarity:** All objectives and policies must be crystal clear. Currently, the language resembles that of our current Comprehensive Plan, which has been interpreted as unenforceable.
- **2019 EAR Public Input:** Citizen input from the April 2019 public input sessions was quite strong and clear (refer to highlights in the introduction), and the numbers were impressive. In this analysis and draft, that input has been greatly diminished.
- **Excerpt from Part 2, Section 3: 3) FLUM Line 203: "Almost half (42%) of the City is held in conservation or recreational land use."** (NEFRC Data and Analysis)

Combining conservation and recreational land use is a misrepresentation that has been used in Fernandina Beach to argue that the city doesn't need more conservation land. A grass ball field with grass that has roots 2 inches long does not prevent erosion or contribute to sustainability like trees or even native grasses with extensive root systems. According to the NEFRC Data and Analysis, the actual amount of conservation land is approximately 17%, and it must be clear that these categories are not the same.

- **Future Land Use Policy 1.02.04:** Note that this "policy" probably should be an objective that identifies a clear, mutually-exclusive list of factors appropriate to the context of Fernandina Beach. This should be followed by a list of policies addressing each factor with a methodology for assessing that factor. If these methodologies are not currently part of City policy, the policy must specify that assessment tools must be developed within a particular time frame. A methodology for assessing each factor and for weighting them must be included.

- **Policy 1.02.14: Current data & the need for sustainability and resiliency standards:** The data in the NEFRC response to this mandate do not consider our current reality. In recent months, completion of Phase II of the Nassau County Vulnerability Study (See Attachment.) has provided updated data on the vulnerability of Amelia Island that must be considered in the Comp Plan. Based on this study, Amelia Island is highly vulnerable to storm surge from even a Category 1 hurricane. Sea level rise exacerbates that hazard. The County also undertook a year-long study of floodplain resiliency and conservation that included experts from throughout the state. The report on this latter study should be available very soon and also must be reflected in any analysis. Based on this and existing NOAA and FEMA data, Fernandina Beach and Nassau County need to develop concrete standards for maximizing sustainability and community resiliency on the island. Because the island has been built out dramatically in recent years, changes in individual parcels now impact sustainability and resiliency. As a result, the City will need a pause in new development of undeveloped parcels in certain areas and of certain types: parcels in the CHHA and CUPZ, parcels east of the CCCL and all parcels with 30% or more canopy.

- **Policy 1.02.15: Carrying capacity:** Before we move further with development, we need to understand the carrying capacity of the city and the island in light of the hazards we face. Fernandina Beach and the unincorporated part of the island are almost completely built out. The rapid pace of development in recent years means that we are either close to or have exceeded our carrying capacity. Some environmental experts in our community believe that we have already exceeded the island's carrying capacity. This must be studied and standards need to be developed that address the storm surge and sea level rise hazards that threaten the city and island and our resiliency. Overdevelopment and carrying capacity were the most dominant concern in the EAR public input sessions in 2019 (refer to

highlights in the introduction). Effective policies and strategies for addressing these hazards must be determined very soon.

- **Policy 1.02.16: Seasonal populations:** No data are included in the NEFRC analysis related to permanent residents or the three seasonal populations: hotel/motel occupants, short-term rentals, and occupancy of second homes. While the Growth Trends study of the County (attached) contains some data, it does not address the categories in this mandate. To make any specific statements regarding this, we need current reliable data, including representation of the new hotels being built, which are quite large for the size of the city and island. If we do not have this data, we can only say that these studies must be conducted.

Policy Recommendations:

The following policy recommendations include edits and additions to the Future Land Use Element recommendations proposed by NEFRC. Our edits and additions appear in red.

- **Future Land Use Policy 1.02.04: [**Note that this "policy" probably should be expressed as an objective. The policy needs to be that a clear, mutually-exclusive list of factors appropriate to the context of Fernandina Beach must be developed along with the methodology for assessing each factor and weighting them.]

  Decisions on amendments to the FLUM ~~shall~~ must be based on an analysis of the suitability and compatibility of the proposed use, based on the following factors:
  a. Type and density or intensity of surrounding uses;
  b. Zoning districts in the surrounding area;
  c. Demonstration of adequate water supply and water supply facilities;
  d. Appropriateness of the size of the parcel compared to the proposed use;
  e. Physical condition of the site, and the suitability of soils and topography for the proposed use;
  f. Suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, wildlife habitat or corridors, flood zones, or historic resources;
  g. Compatibility factors;
  h. Impact on adopted levels of service standards and quality of service standards; ~~and~~
  i. Location in a Coastal Upland Protection Zone (CUPZ); ~~and~~
  j. The community vision and ~~allowing for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and business~~ analysis of the city and island real estate market for permanent residents, seasonal residents and businesses.
  This analysis must ~~analyze~~ include at least three aspects of seasonal population:

hotel/motel occupants, short-term rentals, and occupancy of second homes. (See Policy 1.02.16 below.)
k. Consistency with the environmental, social, and economic sustainability and resiliency standards of the island (Policy 1.02.14)
l. Consistency with the carrying capacity of the City and island in addressing current hazards. (Policy 1.02.15)

- **Policy 1.02.14:**
  Based on thorough research, the City Planning and Conservation Department and the County Planning and Economic Opportunity Department must develop concrete standards for maximizing sustainability and community resiliency on Amelia Island, including Fernandina Beach, by June 1, 2021. These standards are necessitated by storm surge, sea level rise, and flooding hazards on this barrier island. During this process of standard development and continuing through Commission approval, a renewable six-month temporary moratorium must be placed on new development of undeveloped parcels, particularly those parcels in the CHHA and CUPZ, parcels east of the CCCL and all parcels with 30% or more canopy.

- **Policy 1.02.15:**
  Based on thorough research, the City Planning and Conservation Department and the County Planning and Economic Opportunity Department must develop standards for the carrying capacity of Amelia island and Fernandina Beach by December 30, 2021. No new development of undeveloped parcels may be approved until these standards have been codified and approved by the City Commission.

- **Policy 1.02.16:**
  The City Planning and Conservation Department and the County Planning and Economic Opportunity Department must analyze the real estate market in the City and on Amelia Island to ensure that there are adequate choices for permanent residents, seasonal residents and businesses within the limits of the physical constraints of the island and sustainability and resiliency standards of the City and island by March 30, 2022. (At least three aspects of the seasonal population must be included in the analysis: hotel/motel occupants, short-term rentals, and occupancy of second homes.)

"Peril of Flood"

Data and Analysis:

The "peril of flood" updates proposed by NEFRC constitute major improvements in this area, but we believe they can go further. The following data and analysis notes relate to the subsequent edits and additions to those provided by NEFRC. Paragraph headers in red indicate recommended additions while those in black indicate edits of or commentary on NEFRC recommendations.

- **Policy 5.02.08 (REVISED)**: Periodic updates of the location of the CCCL need to be coordinated with DEP and incorporated into our GIS mapping. Based on this legislative mandate and other Goal 5 policies, there is an apparent effort to direct populations and density away from storm surge, sea level rise and flood hazards. Perhaps the City should prohibit new construction east of the CCCL since it will inhibit natural dune development and create additional damage, debris and expense in the event of a hurricane.
- **Policy 5.03.18:** This edit simply serves as a reminder that our marshes are tidal and will be impacted by climate events. In fact, surge will advance primarily through the marshes.
- **Policy 5.03.19:** This edit simply adds further specificity.
- **Policy 5.03.23:** In an era of climate change and sea level rise, this addition ensures that zoning maps and the FLUM reflect reality and inform the public and staff in as accurate a manner as possible.
- **Policy 5.03.24:** Because Amelia Island is a barrier island, clear standards promoting environmental sustainability and resiliency must be established and updated regularly. These standards must be communicated to the public. Since Amelia Island is one geological and environmental entity, it is critical that such policies be uniform for the entire island.
- **Policy 5.03.25:** It has been established by prior research by FDEP, SJRWMD and McGlynn Labs (See McGlynn Labs report in Attachment) that Egans Creek and the marsh known as Escambia Slough (the marsh east of the port and south of WestRock) are polluted by E.Coli, pesticides, herbicides and other substances. Residents and tourists fish in these waters, and in a storm event, these pollutants could be spread through nearby neighborhoods and beaches as a result of storm surge and flooding. FDEP has established a water body identification (WBID) for these sites and testing will be conducted by the State. The City and County need to explore State and federal support and develop a cleanup plan.
- **Policy 5.03.26:** As a result of sea level rise (as documented by the city), threat of surge and potential changes in storm patterns, it is important that the City expand its required buffers around wetlands and bodies of water. It is important that these buffers be measured horizontally because buffers with a significant grade do not function as intended.
- **Policy 5.3.27:** It is essential that the City educate the population regarding the challenges and responsibilities of living on a barrier island. This lack of understanding constitutes a hazard during storm events and often results in residents impacting the sustainability and resiliency of the City in decisions they make regarding their property (e.g., changes in topography, destruction of protective dunes, tree and understory removal). This should

involve distribution of brochures, newspaper articles, and information available on the City web site and social media. Periodic informational meetings could also be scheduled.

- **Policy 5.03.28:** In the past, ordinances have been changed that negatively impacted the City's FEMA Community Rating for flood insurance because of lack of sufficiently careful review. We therefore need to lay a foundation to ensure careful consideration of flood-related decisions in the future.
- **Policies 5.03.29-5.03.34:** These policies strengthen the City's flood-related policies by aligning them more closely with the Code of Federal Regulation (CFR).
- **Policy 5.04.08. (REVISED):** Since the State seems to be trying to get populations away from hazard and out of the Coastal High Hazard Area (Refer to the Storm Surge map available on County Appraisers maps under Public Safety and the Comprehensive Plan map indicating densities in the CHHA), the City should prohibit new construction in the Coastal High Hazard Zone, with the exception of the CRA. Objective 5.04 and several policies mention directing population away from this area. Conservation of this land would contribute to environmental sustainability and resiliency. This would include the CHHA low-lying parcels on the coast, around Egans Creek and Escambia Slough and low-lying parcels close to the river.

  OBJECTIVE 5.04. COASTAL HIGH HAZARD AREAS (CHHA)
  The City shall protect property, residents, and visitors within the Coastal High Hazard Area. Protection shall be provided through appropriate designations on the Future Land Use Map to ensure that population is directed away from the coastal high hazard area, limitations on construction of infrastructure in the Coastal High Hazard Area, and coordination with hazard mitigation and post-disaster plans.

  Refer also to Policy 5.04.05, Policy 5.04.05 and Objective 5.3 revisions.

Policy recommendations:

The following policy recommendations Include edits and additions to the recommendations proposed by NEFRC. Our edits and additions appear in red.

- **Policy 5.02.08 (REVISED)**
  The City ~~shall~~ must coordinate with DEP in evaluating the location of the Coastal Construction Control Line (CCCL) and implement the update in GIS. In order to direct populations away from storm, flood and sea level rise hazard areas, the City must ~~require that any construction activities seaward of the CCCL established pursuant to Chapter 161.058 be consistent with statutory provisions.~~ prohibit new construction east of the CCCL. (See policy 5.03.19.)

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- **Policy 5.03.23**
  Every two years, the Planning and Conservation Department must review its Zoning and FLUM maps for accuracy and consistency as well as consistency with current conditions related to environmental hazards.

- **Policy 5.03.24**
  The City and Nassau County must develop uniform standards to optimize environmental sustainability and resiliency for Amelia Island by May 31, 2021. Among other elements, these standards must include identification of lands critical to protection from hazards of storm surge, flooding, erosion and sea level rise; relevant policies regarding development; land conservation; and grants acquisition strategies. The Planning and Conservation Department and the Department of Planning and Economic Opportunity must coordinate the project, reporting to their respective planning boards and Commissioners. The City must incorporate Nassau County research on floodplain resiliency and vulnerability and other current research into its planning strategies and processes.

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Respectfully submitted,

Beth Foster, Pam Green, Lauree Hemke, Betsie Huben, Christine Joblon, Ann Kemp, Margaret Kirkland, Alexandra Lajoux, Pat Quealy Moore, Helen Perry, and Shameera Wiest
Comp Plan/LDC Working Group
July 20, 2020

From: noreply@civicplus.com
To: Kelly N. Gibson
Subject: Online Form Submittal: EAR Feedback
Date: Wednesday, July 1, 2020 2:25:46 PM

EAR Feedback

First Name	GERALD
Last Name	DECKER
Email Address for reply (if desired)	jdecker1145@gmail.com
EAR Feedback	Policy 5.03.19 is overreach as written, and is not required by Florida Statute. Policy 1.02.04j contains the undefined term “community vision” and must either be defined or removed.

Email not displaying correctly? View it in your browser.

From: Nick Gillette
To: Kelly N. Gibson
Subject: EAR based review comments
Date: Wednesday, July 1, 2020 8:50:50 AM

Kelly,

I'm emailing you some review comments I had concerning the EAR based amendments – dated Jun 2020. I can send via the website form if that is better for you.

Policy 5.04.05 – identifying vulnerable infrastructure in CHHA and relocation.
The City likely has regional sewer lift stations and supporting underground utilities in the CHHA that are surely considered critical elements. This language would imply that these may need to be relocated which would be very difficult and very costly for the City. I'm wondering why this section exists and what would pass the "cost-benefit analysis" for relocation. Is there something specific targeted here for relocation?

Policy 5.03.17-floodplain manager review
This gives the building official (who is usually the floodplain manager) great latitude to grant or deny construction within a flood hazard area without any real criteria on which to base a decision on. The language states "reasonably safe from flooding", which is not defined. This seem arbitrary. It is noteworthy that "temporary flooding" is allowed under SJRWMD and FDOT criteria for drainage design (usually 1" in height). The City should consider this since many households abut roadways that have been designed according to FDOT/SJRWMD criteria.

Policy 5.03.21-participation in NFIPCRS
The language states that a goal is to "achieve flood insurance premium discounts for residents". This language is constantly used by the City and Nassau County (I see it on the County Planning Board) to justify new floodplain management regulations. Do we actually know if resident's flood insurance premiums are going down? Personally, my flood insurance is going up 6.8% this year (I just got my renewal), but there may be a lag to this. I believe people are under the impression the cost benefit should be immediate. I'm not sure why there would be a lag.

Thanks for taking my comments.

Nick E. Gillette, P.E.
Principal/Engineer
Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034
904-261-8819 – P

From: noreply@civicplus.com
To: Kelly N. Gibson
Subject: Online Form Submittal: EAR Feedback
Date: Thursday, July 2, 2020 8:40:11 AM

EAR Feedback

First Name	Jack
Last Name	Knocke
Email Address for reply (if desired)	jack@iotadvisorgroup.com
EAR Feedback	Planning Department, I respectfully request that the Planning Department and the Review team pay keen attention to the existing plan and proposed changes to ensure that the existing plan and proposed changes do not cause undo burdens on any project to develop the Fernandina Beach waterfront. As one of the most valuable assets in Fernandina Beach, we need to ensure that when we collectively determine how we would like to develop this area, we need that development to not face unreasonable regulation that could prevent a project moving forward.

Email not displaying correctly? View it in your browser.

Nassau County Vulnerability Assessment: Phases I & II

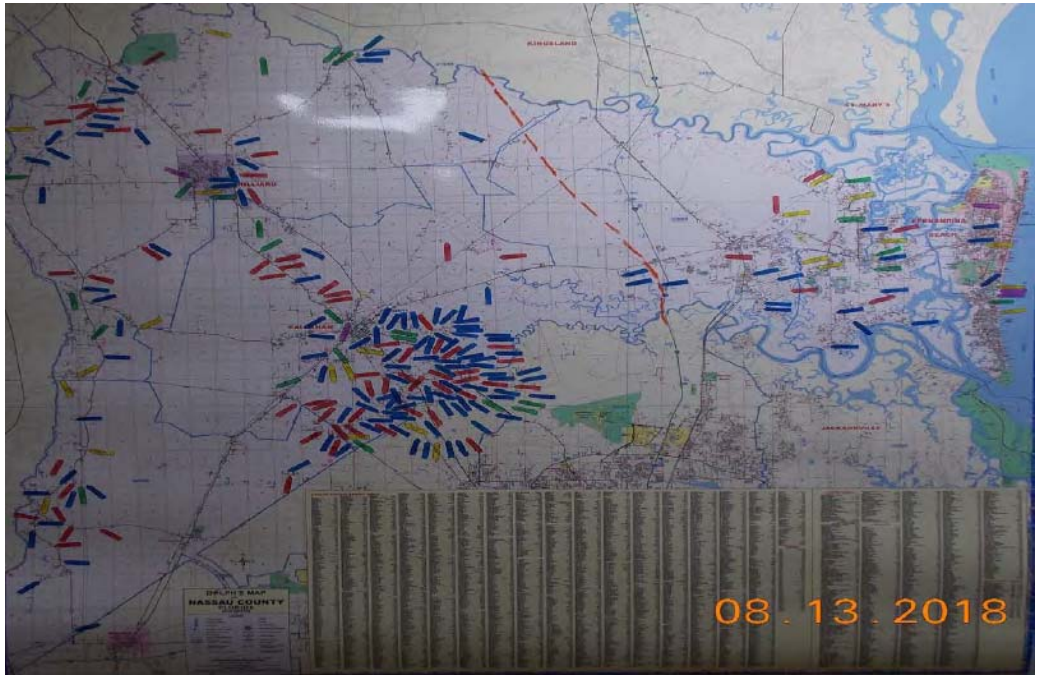
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

JUNE 17 2020

The Balmoral Group

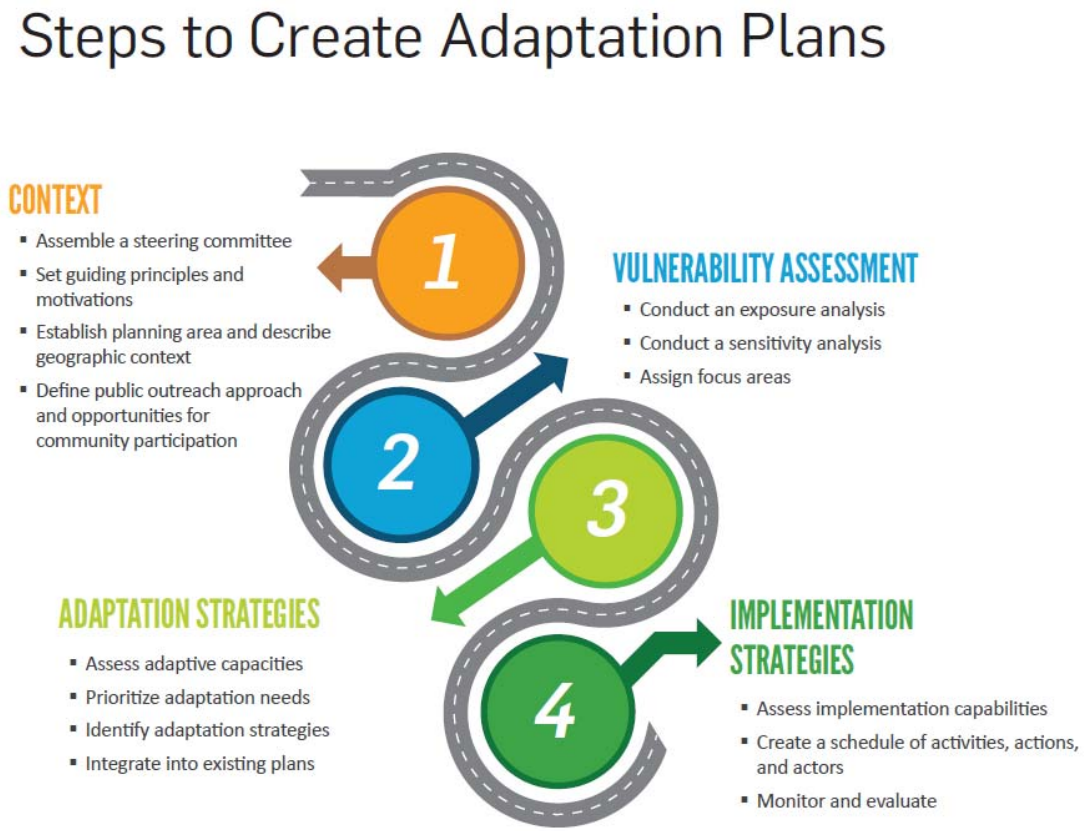
Project Background

Flooding, stormwater, and drainage are top of mind with elected officials and community based on events like Hurricanes Matthew and Irma, but also because of flooding after typical thunderstorms. The County hears on a weekly basis from citizens regarding road flooding issues or that they have been dropped from their flood insurance. This is illustrated by the County Road and Bridge Department's "open work orders" map. Blue flags indicate open work orders related to drainage and flooding; present throughout the County, a concentration around Callahan demonstrates existing vulnerabilities.



Project Background

In 2019, Nassau County adopted the state statutory requirements regarding “Peril of Flood” into the County’s Comprehensive Plan. This was an important step forward in resilience and adaptation planning for the County. Completing the Vulnerability Assessment will move the County further along the Adaptation Planning process suggested by the State of Florida in the *Florida Adaptation Planning Guidebook*.



Project Background

Nassau County was awarded a pair of Resiliency Planning Grants through the Florida Dept. of Environmental Protection

- ***The intent of the grants was to evaluate rapidly growing areas and areas with demonstrated flooding issues to better prepare Nassau County policymakers as they progress long-range planning projects throughout the county***

  Phase I:
  - east of I-95, *excluding Amelia Island*
  - south and east of SR 200/301

  Phase II:
  - Amelia Island, including the City of Fernandina Beach
  - west of I-95, north and west of SR 200/301

Consultant Team

The Balmoral Group – economists, data scientists, and engineers

- Specializing in analysis of infrastructure, water resources, and natural resources
- Based in Florida; our economic and water resource work spans to Utah and Australia
- We use Geographic Information Systems (GIS) to manage and interpret the data required to assess risks and scenarios
- GIS provides a way to integrate a broad array of data with locations
  - ***Vulnerability Assessments incorporate a lot of GIS data***

Balmoral was supported by *Dr. Randall Parkinson, Coastal Geologist*

Objectives of project:

The Approach: *Support Planning and County response efforts with a detailed assessment of types of flooding. Three types of flooding evaluated*:

- Occasional or Episodic (Existing Conditions-driven)
- Event-driven (i.e., Storm Surge)
- Long-term (Sea Level Rise)

Primary Deliverable: *The primary product of the Assessment is a comprehensive Map Series showing each flooding type as it relates to various data that reflect planning and development concerns*.

Also, the County is in receipt of the entire geo-database supporting the study and can use it for vulnerability and other analyses.

Public Input:

Two Public Workshops held for each Phase of the Project

- Phase I (May 2019)
  - Yulee
  - Callahan
- Phase II (Feb 2020)
  - Amelia Island
  - Hilliard

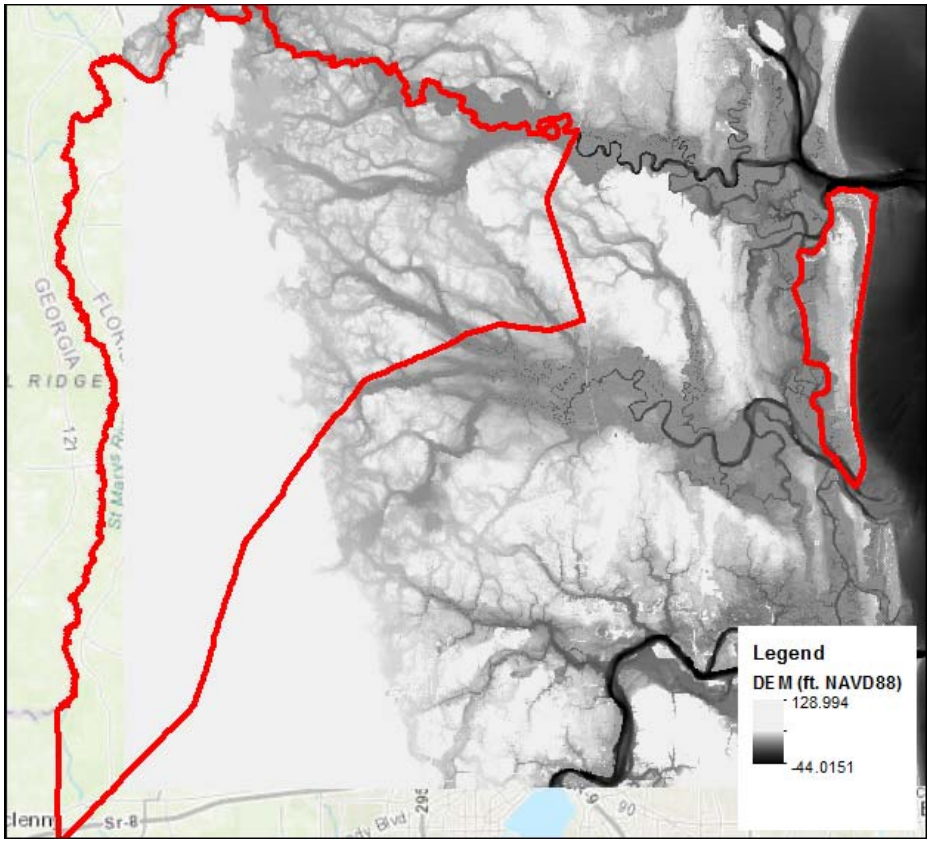


Presentations from Staff (including NFIP-CRS, Emergency Management); attendance by elected officials; information on local flood conditions; Q&A

Background to Data Presented

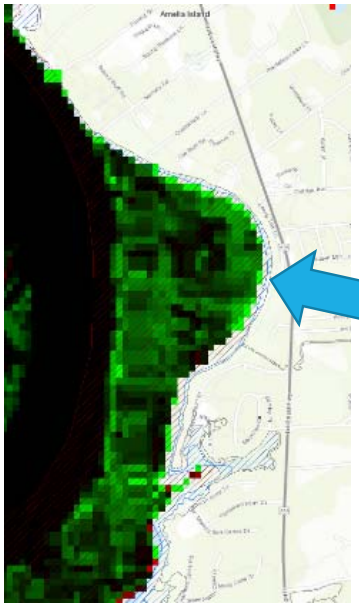
As planning efforts may respond differently to episodic flooding versus long-term changes in flooding conditions, the maps are organized in threes, by type of inundation for each new data theme introduced:

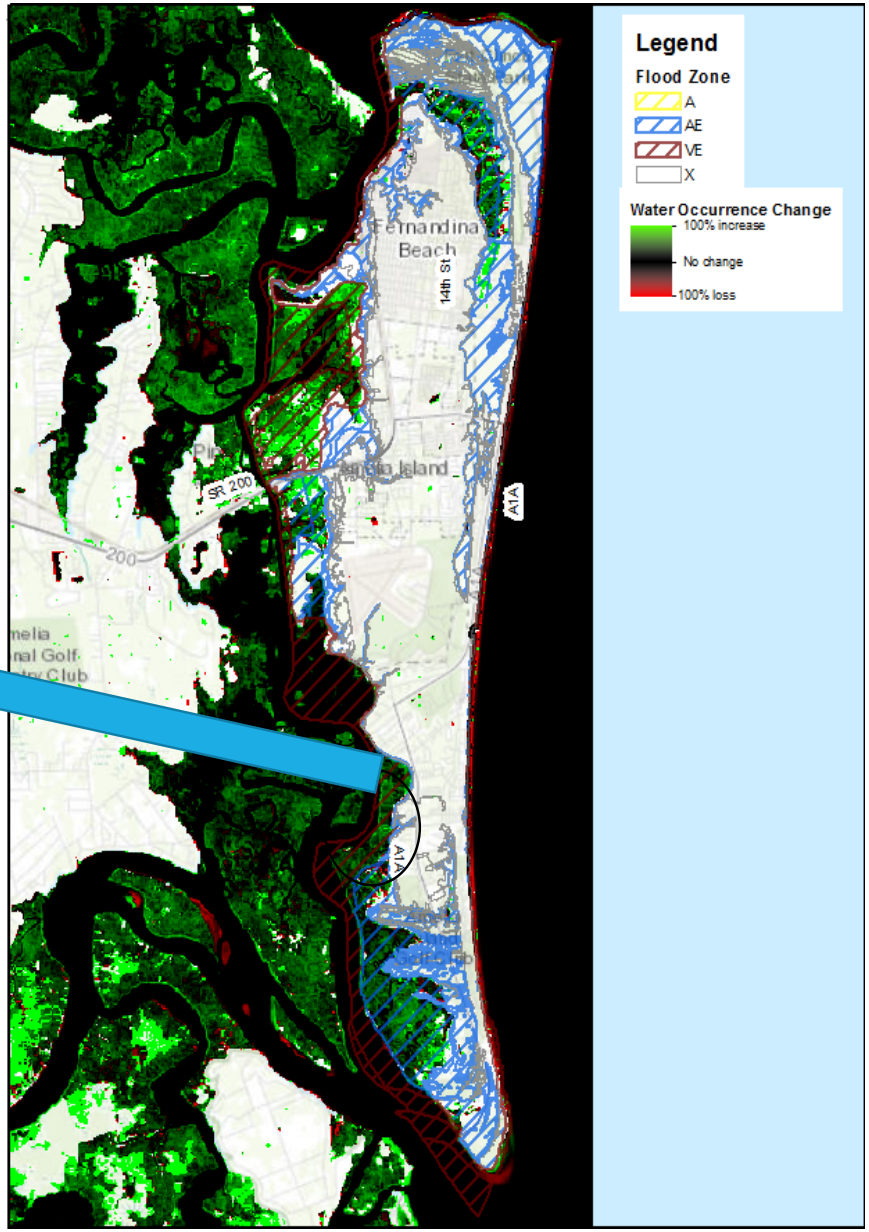
1. The first map in each sequence displays seasonal, episodic flooding or inundation, based on satellite data reflecting the presence or absence of surface water.
2. The second map in each sequence displays storm surge inundation, based on NOAA-modeled impacts associated with each of five hurricane categories.
3. The third map presents three sea level rise projections.



Flood Zones and Water Occurrence Change

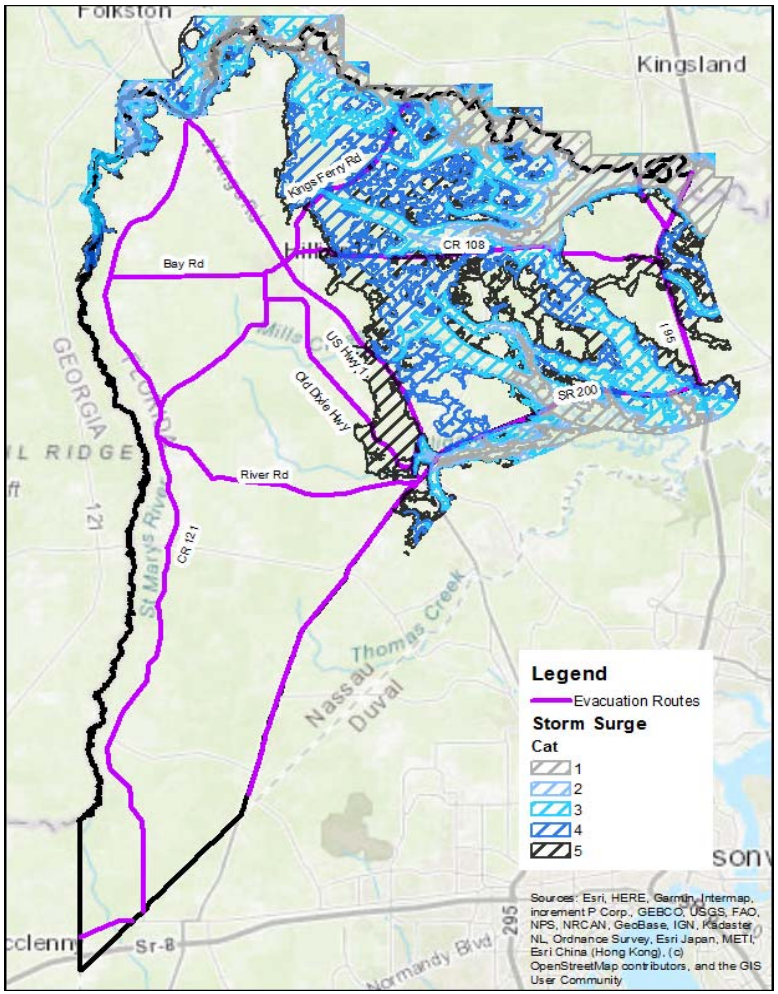
Amelia Island: how FEMA Flood Zones overlap with changes in surface water frequency.

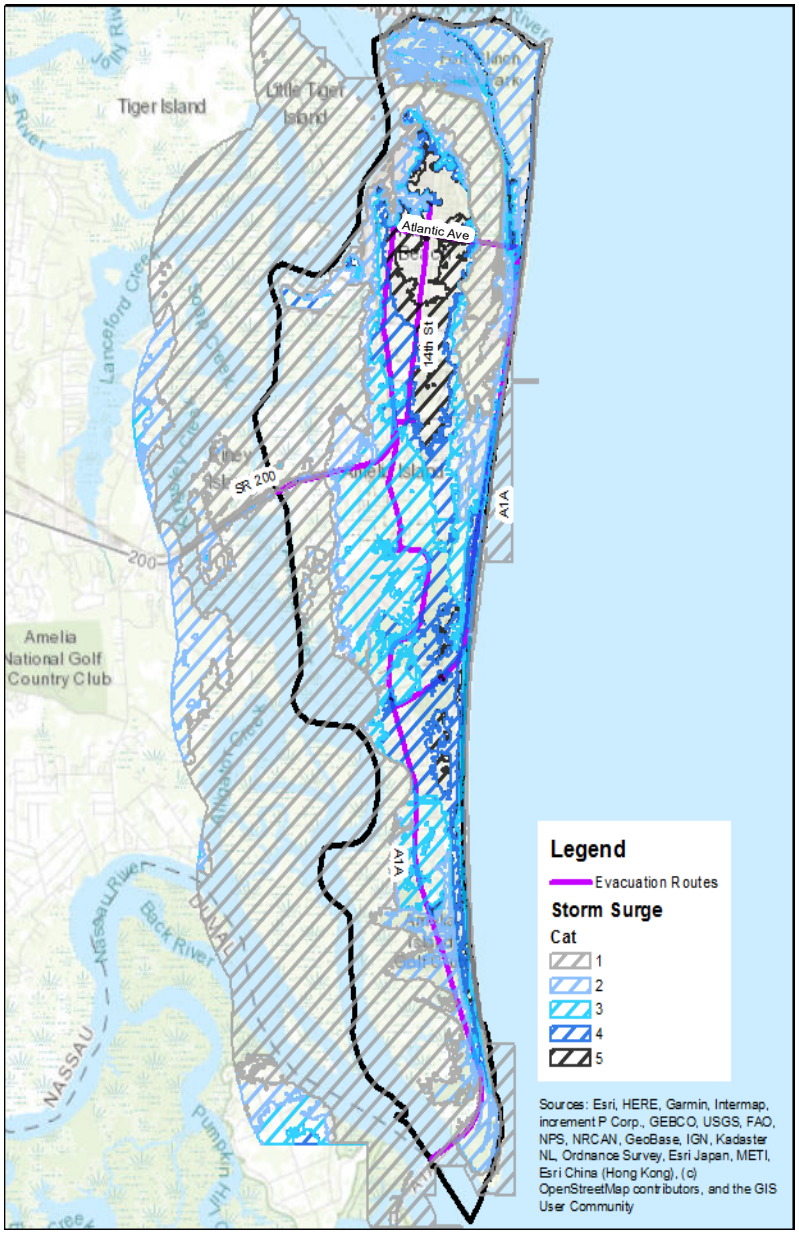




Storm Surge Projections

Storm Surge associated with hurricane categories 1-5 are mapped (along with evacuation routes).
Note Amelia Island in context of Cat 1 and Cat 2 events

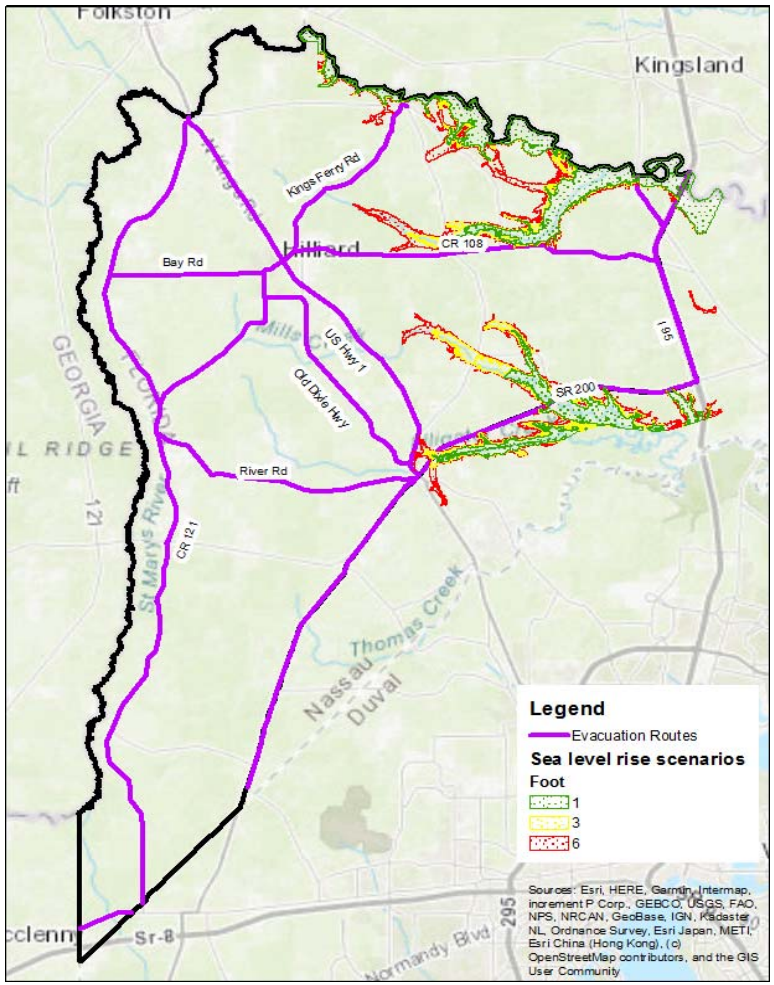


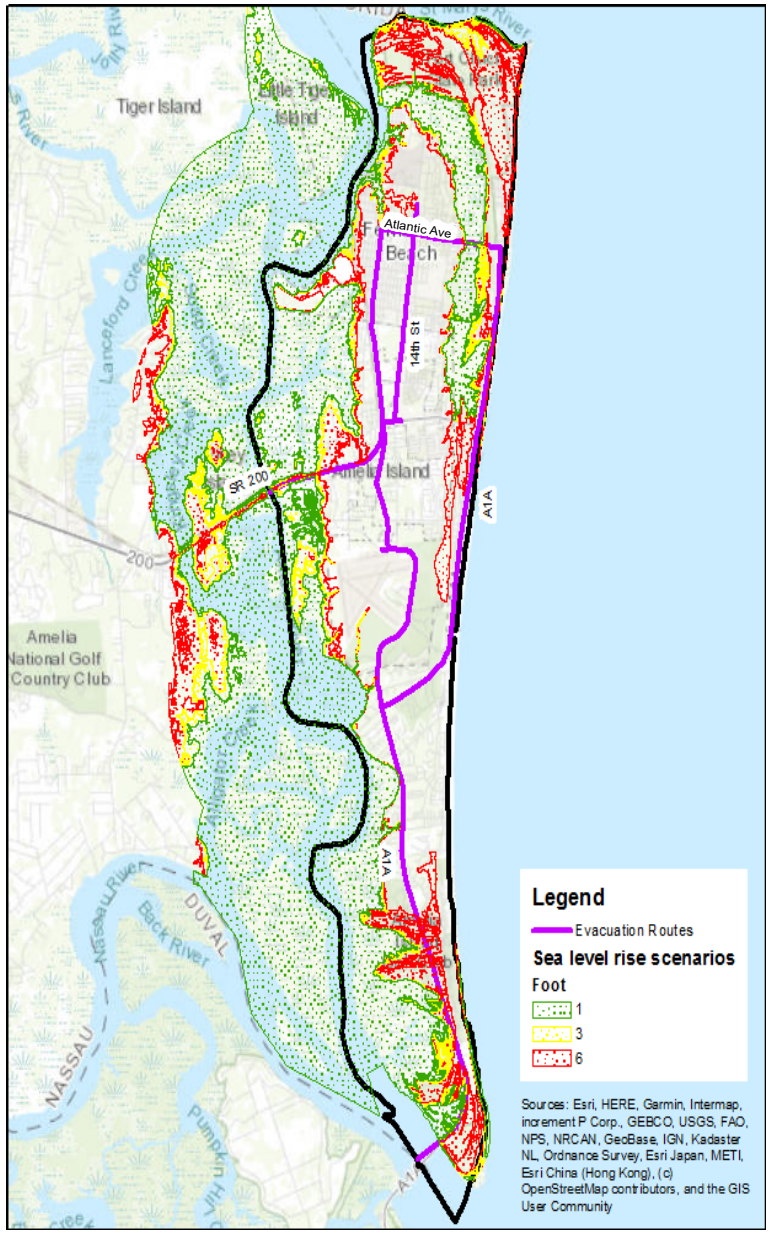


Sources: TBG Work Product; NOAA

Sea Level Rise Projections

As with storm surge, large portions of Amelia Island are impacted by the 1 ft. sea level rise scenario, which is the scenario with the earliest occurrence.





Sources: TBG Work Product; NEFRC; NOAA

Themes Evaluated

- **Land Use**
  - **Existing Land Use**
  - **Future Land Use**
  - **Current Zoning and Patterns of Development**
  - **Approved (but largely unbuilt) Subdivisions**
  - **Conservation Lands**
- **Infrastructure**
  - **Critical locations (eg, fire stations, schools, police stations and hospitals)**
  - **Wastewater Treatment (central sewer vs septic)**
  - **Water Lines**
  - **Bridges**

Themes Evaluated

- **Demographics / Socio-economics (Census Tract Level)**
  - **Racial Composition**
  - **Population over 65**
  - **Households with Income below Poverty Threshold**
  - **Non-institutionalized Population over 18 with a Disability**
  - **Employment (Block Group Level)**
- **Housing and Buildings**
  - **Pre-FIRM**
  - **Manufactured Homes**

Themes Evaluated

- **Cultural Resources**
  - **Historical Structures**
  - **Cemeteries**
  - **Archaeological Sites (MSF)**
  - **Areas that have been surveyed**
- **Special Topics (Phase II)**
  - **Fernandina Historic District**
  - **Paper Mills**
  - **Airport, Marina, FAA Air Route Traffic Control Center**
  - **Other – Amelia Island Tourist Destinations, Egan's Creek Greenway, White Oak Conservation**

Thank You!

Questions?



Select Data Sources

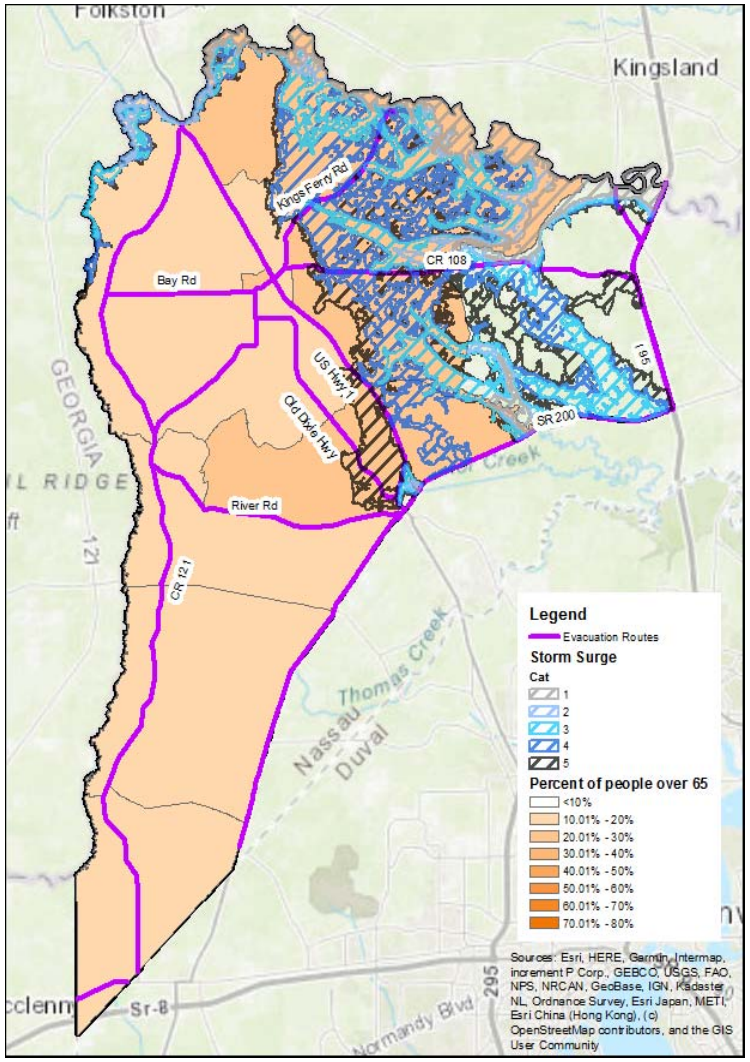
- European Commission Joint Research Centre (EC JRC)
- National Oceanic and Atmospheric Administration (NOAA)
- Northeast Florida Regional Council (NEFRC)
- Florida Department of Revenue
- Florida Division of Historical Resources
- Florida Natural Areas Inventory
- U.S. Census Bureau Topologically Integrated Geographic Encoding and Referencing (TIGER) data
- U.S. Census Bureau Longitudinal Employer-Household Dynamics data
- U.S. Department of Health, Florida Water Management Inventory

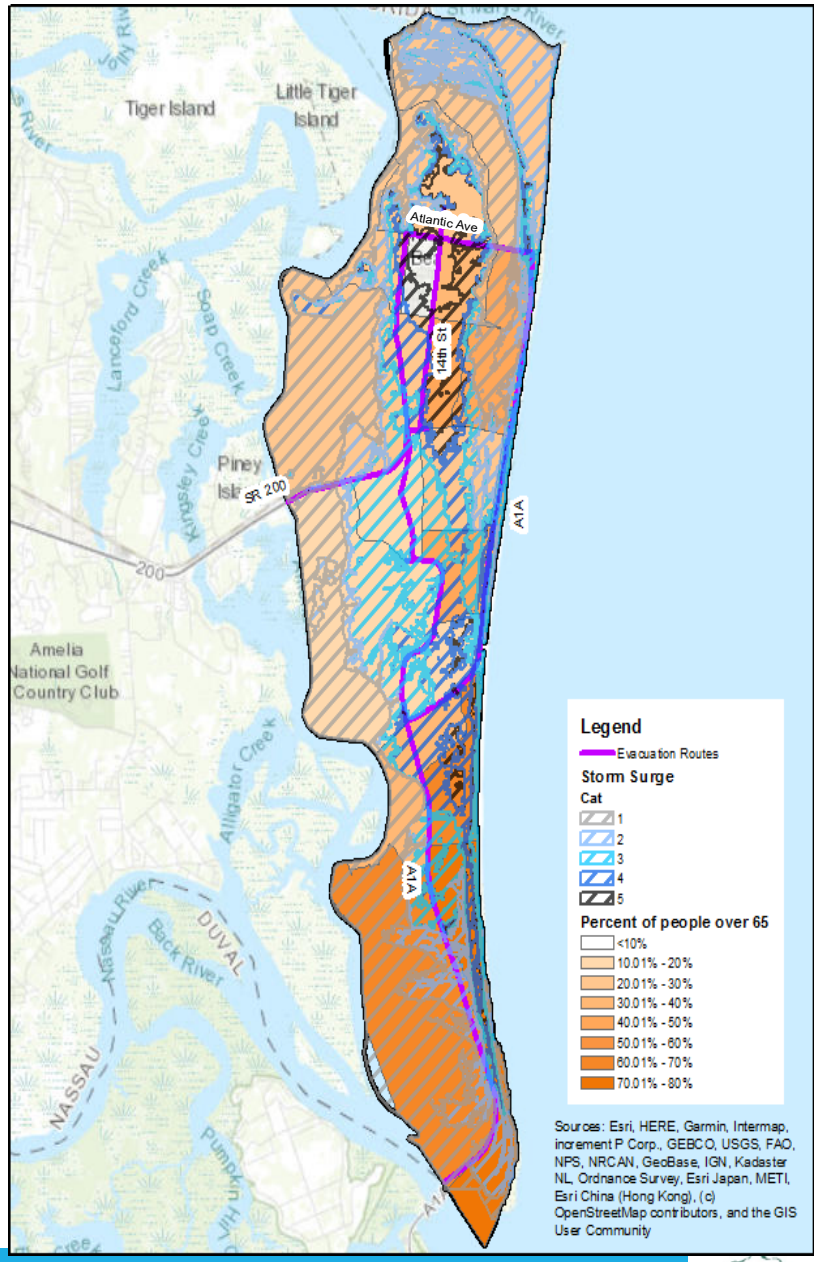
Select Examples

- Percent of Population over 65 and Storm Surge
- Percent of Households with Income below Poverty Threshold and Sea Level Rise
- Cultural Resources and Storm Surge
- Fernandina Historic District
- Paper Mills
- FAA Control Center

Percent of Population over 65 and Storm Surge

Block groups on the south end of Amelia Island have higher shares of elderly population (70-80%) and these overlap areas with higher likelihood of storm surge.
The block groups west of I-95 have lower percentages of the elderly (30-40% in more flood-prone areas).



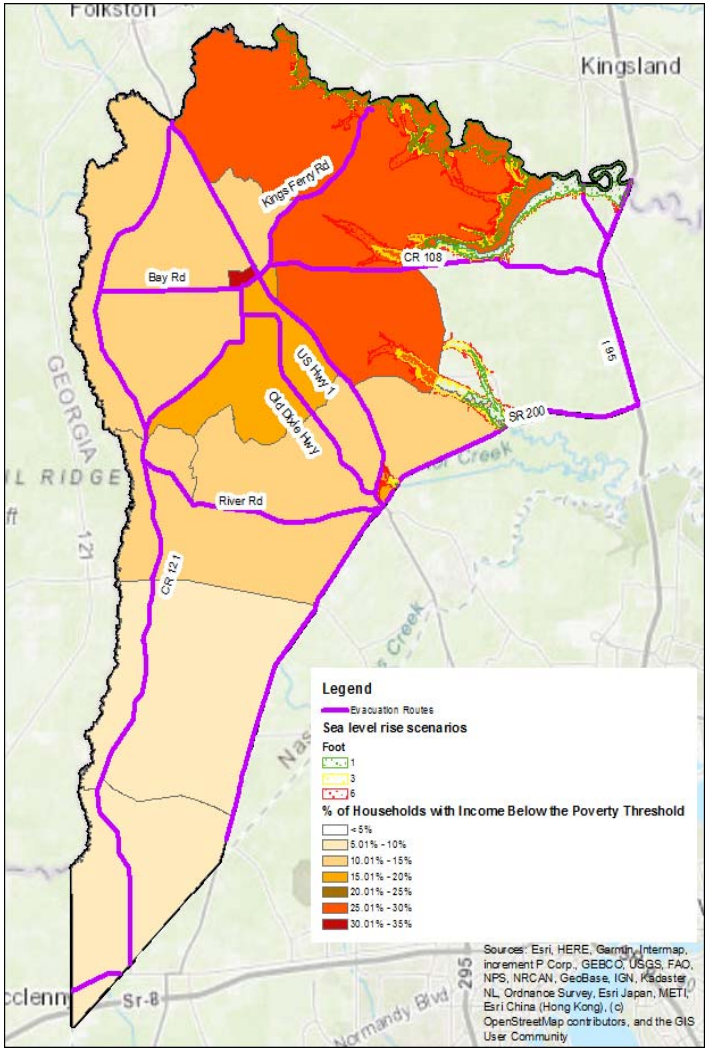


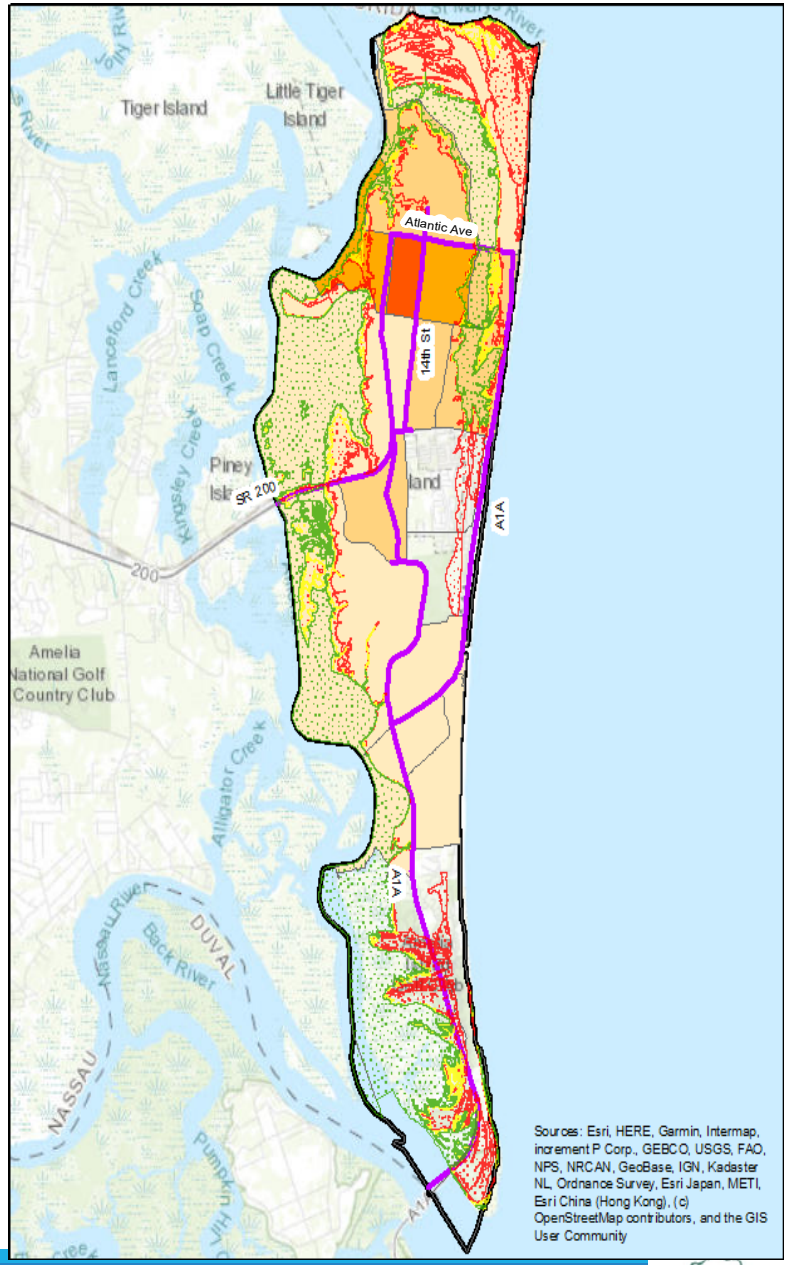
Sources: TBG Work Product; U.S. Census; NOAA

Percent of Households with Income below Poverty Threshold and Sea Level Rise

West of I-95, sea level rise will impact block groups with higher percentages of households with income below the poverty threshold (ie, along the St. Marys River).

The block groups on Amelia Island between Jasmine and Atlantic Ave with the highest percentages of households with income below the poverty threshold would not be impacted by any of three sea level rise scenarios.



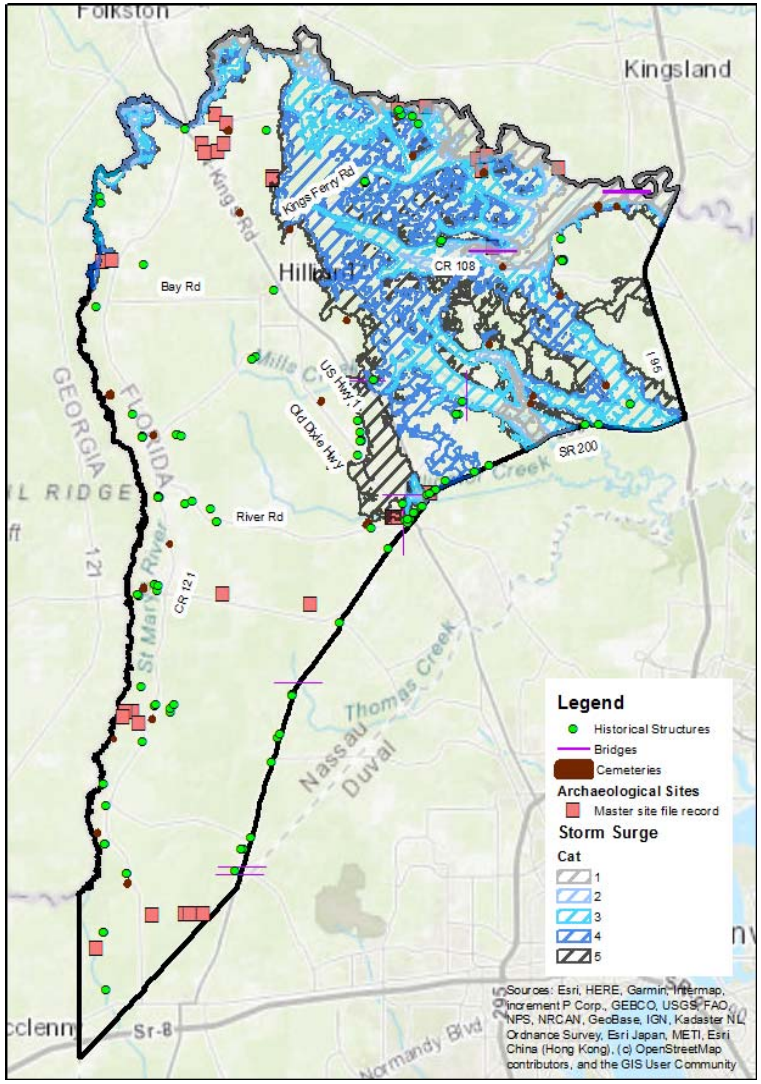


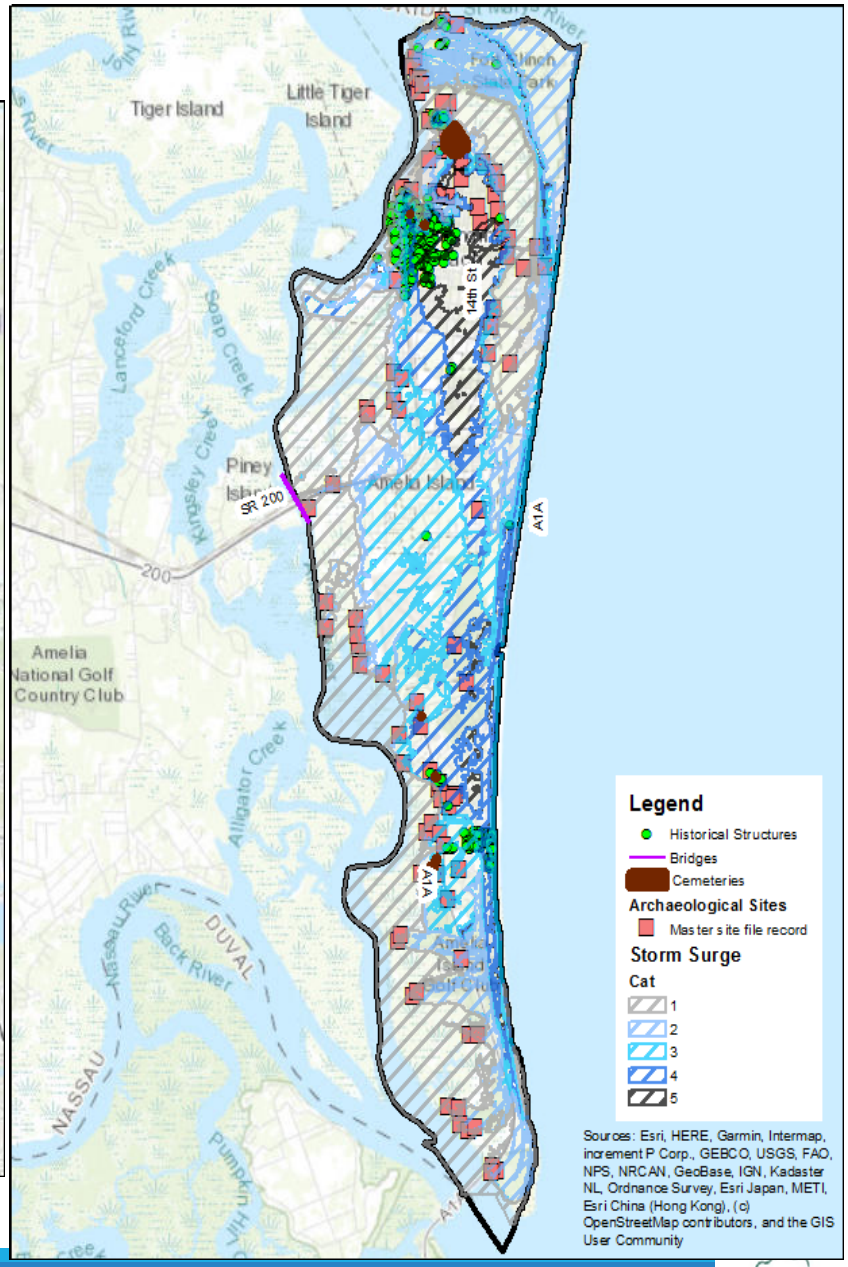
Sources: TBG Work Product; DOR; NOAA

Cultural Resources and Storm Surge

On the left, 15% of archaeological sites and 2% of historical structures are at risk under a Cat 3 or lower storm surge. This increases to 30% and 16% respectively under a Cat 5 storm surge.

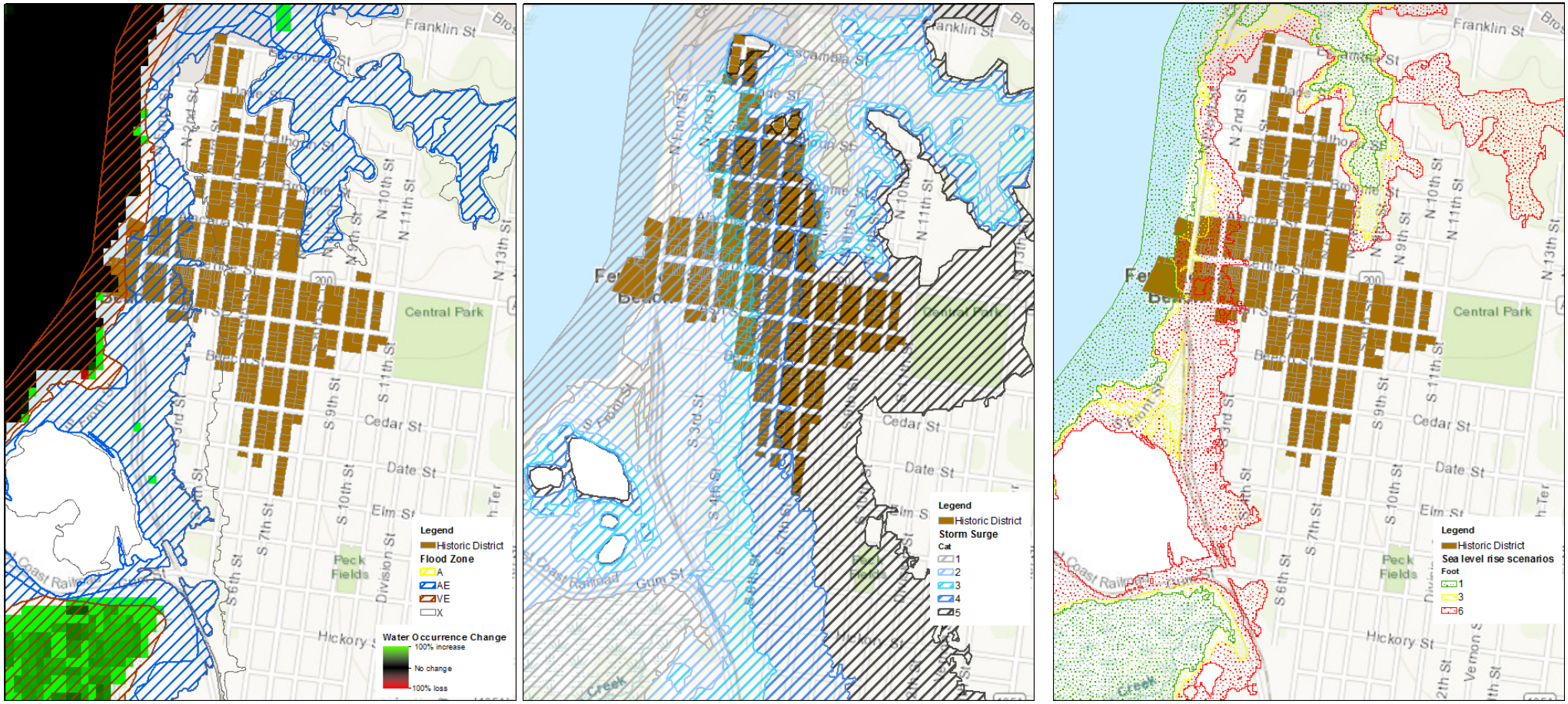
On Amelia Island, two-thirds of the archaeological sites and 35% of historical structures would subject to a Cat 3 or lower storm surge. Approximately 90% of these resources would be at risk under a Cat 5 storm surge.





Sources: TBG Work Product; Florida Division of Historical Resources; NOAA

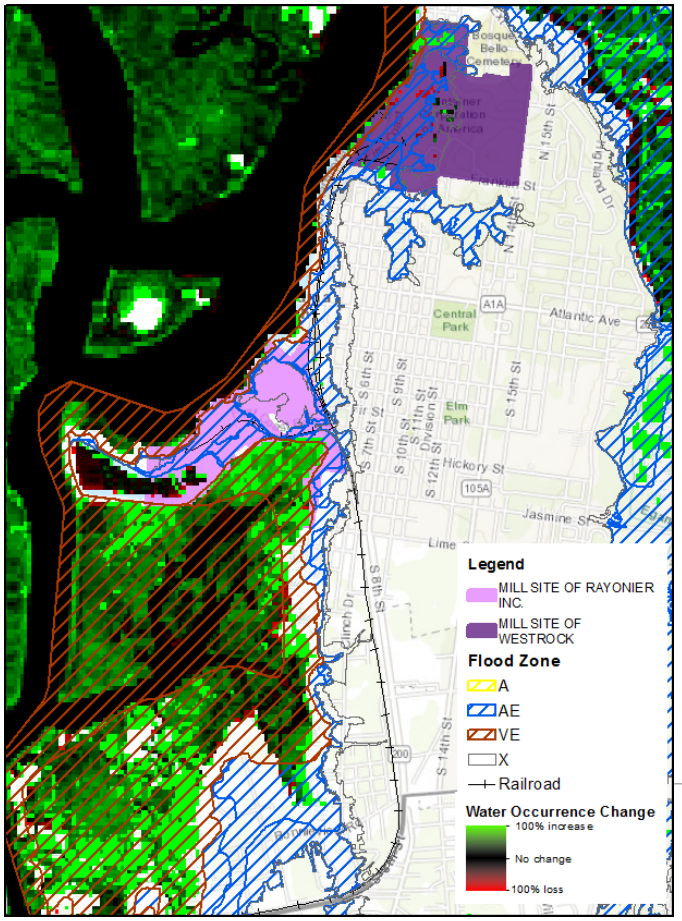
Fernandina Historic District

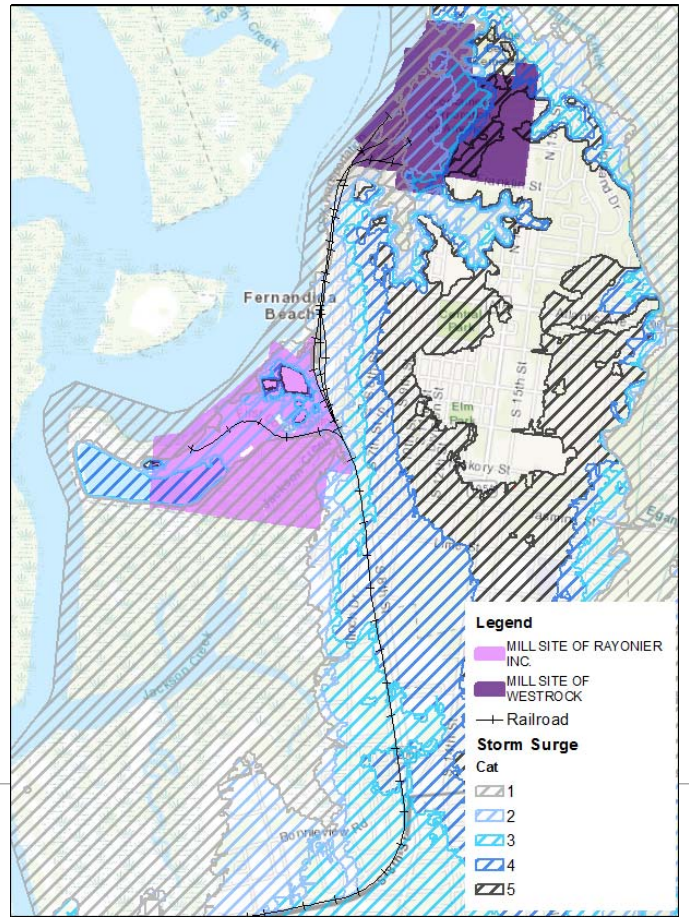


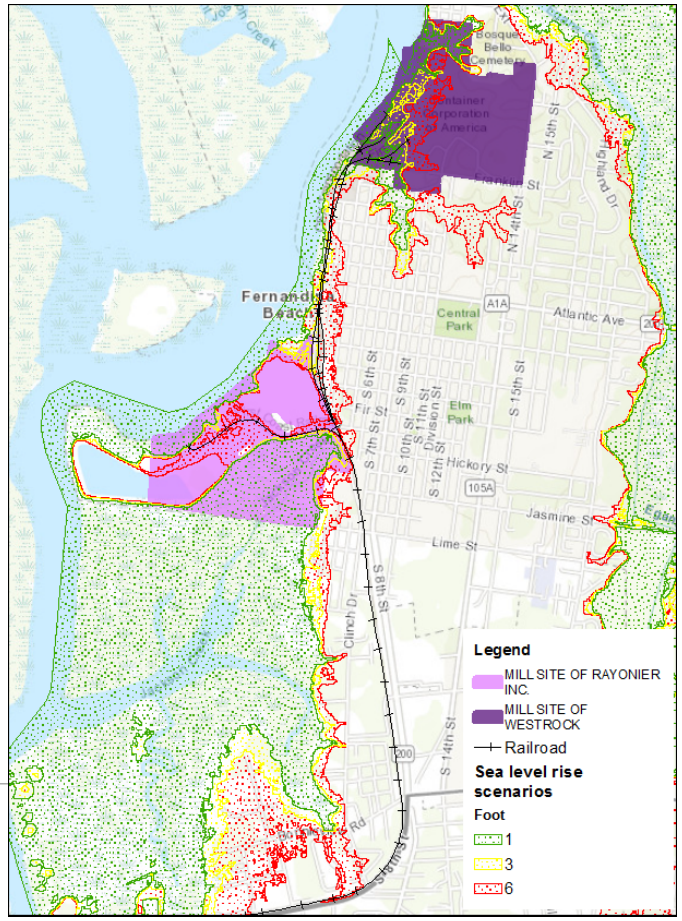
Sources: TBG Work Product; DOR; EC JRC/Google; NOAA

FEMA Flood zones shown on the left. 2% of parcels within the District are within the area subject to a Cat 1 storm surge, 38% are within a Cat 3, and 99% within a Cat 5 storm surge. 2% and 14% of the parcels are within a 1 ft. and 6 ft. sea level rise, respectively.

Paper Mills



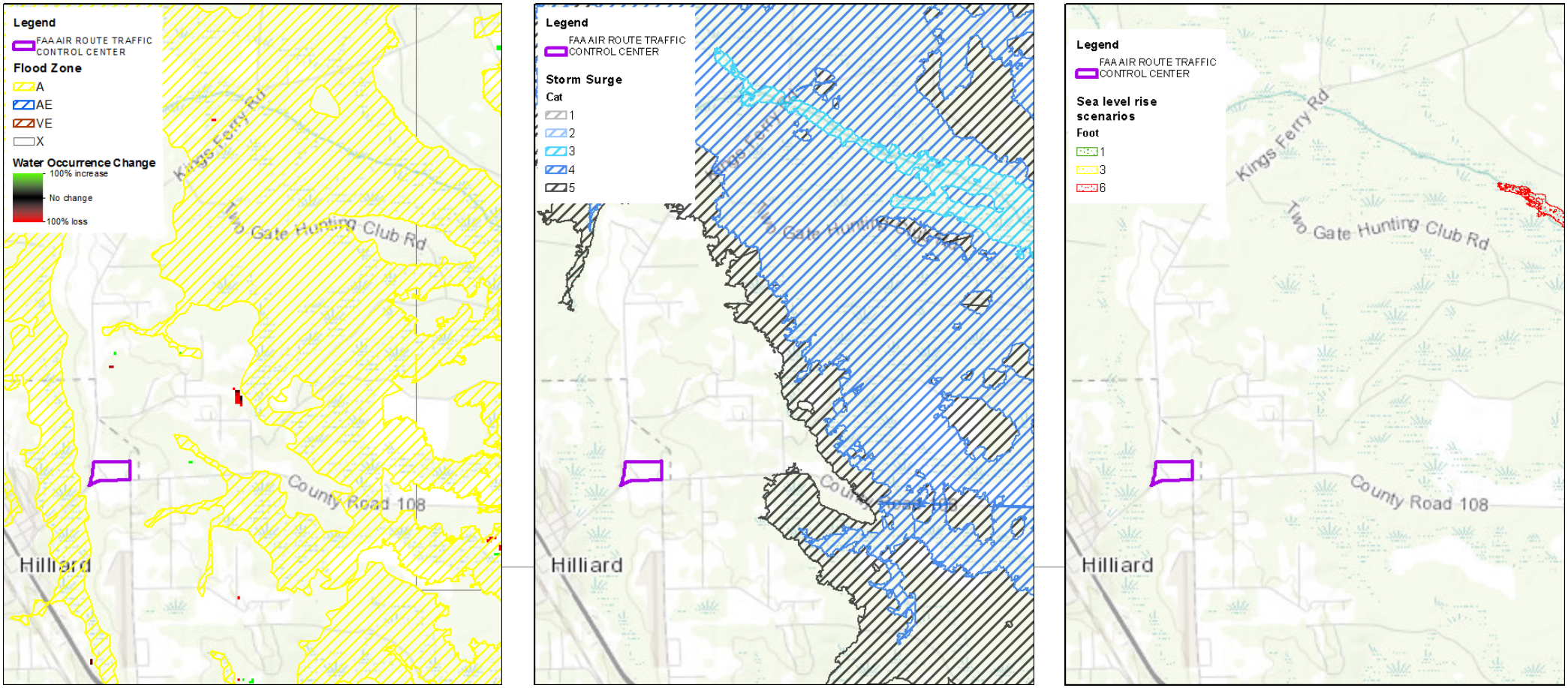




Sources: TBG Work Product; DOR; EC JRC/Google; NOAA

Paper comprises more than 91% and 95% of Nassau County's manufacturing employment and wages, respectively. Both mills adjoin the Intracoastal Waterway, where there have been increases in surface water occurrence. These increases are more evident at the Rayonier mill. Both sites are exposed to a Cat 1 storm surge and a 1 ft. sea level rise.

FAA Control Center



Sources: TBG Work Product; DOR; EC JRC/Google; NOAA

The property of the Federal Aviation Administration (FAA) air route traffic control near Hilliard does not overlap with any storm surge or sea level rise projections. There is no evidence of increased surface water occurrence in the surroundings of the facility.

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-33
Voluntary Annexation of 4.32 Acres of Land

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-33 at Second Reading.

SYNOPSIS: The City of Fernandina Beach requests annexation of eleven parcels of land located between Amelia Road and South 14th Street and along Simmons Road. These parcels became contiguous to the municipal limits in 2016 when the Aspire Phase II, Lakeside Reserve subdivision property was annexed into the City. Resolution 2014-154 approved extension of water services outside of the corporate limits of the City. This extension provided water to the nine lot Plantation Hammock subdivision on the south side of Simmons Road. Resolution 2018-182 approved extension of water services to the property located at 847 Simmons Road, lot 6 of the Glyndon Estates subdivision.
Assignment of the Low Density Residential (LDR) Future Land Use Map (FLUM) category and Low Density Residential (R-1) zoning district is requested for the subject properties. This designation is the is the most closely aligned with the Current Nassau County FLUM category and zoning district.

CITY ATTORNEY COMMENTS: No additional comments.

Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020



Submitted By: Nicole Bednar, Administrative Services Manager

Date: October 21, 2020

ORDINANCE 2020-33

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 4.32 ACRES OF LAND LOCATED IN THE PLANTATION HAMMOCK SUBDIVISION ON SIMMONS ROAD BETWEEN S. 14TH STREET AND AMELIA ROAD AND 847 SIMMONS ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of approximately 4.32 acres of land located in the Plantation Hammock subdivision and at 847 Simmons Road contiguous to the City limits and identified in Exhibit "A" have requested annexation into the City of Fernandina Beach in exchange for water and sewer services; and

WHEREAS, the Planning Advisory Board reviewed the request for voluntary annexation application numbered PAB 2020-0008 at its September 9, 2020, meeting and recommended approval of the annexation; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on August 26, 2020; and

WHEREAS, City staff has reviewed the petition for voluntary annexation and has found that the petition bears the signatures of all the owners of the subject property or their authorized agent at such time that the petition was signed, the parcel is contiguous to the City boundary, is reasonably compact, does not create an enclave, will be used for urban services, and the City will be able to deliver urban services such as water, sewer, garbage, police and fire without decreasing the level of service currently provided to City residents; and

WHEREAS, the City Attorney has rendered a legal opinion that upon review, the annexation petition meets the requirements of Chapter 171 Florida Statutes; and

WHEREAS, after consideration of the application and evidence presented on such application thereon, the City Commission made the following findings:

a. That the Commission is empowered under Chapter 171, Florida Statutes to approve a request for voluntary annexation.

b. That the proposed annexation meets the requirements for voluntary annexation as required by Chapter 171.044 F.S., is contiguous to the municipal boundary, is reasonably compact, and does not create an enclave.

c. That the petitioner agrees to file for a Future Land Use Map (FLUM) amendment and a change in zoning district designation within six months of the date the City Commission approves the annexation.

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

SECTION 1. The following parcel of real property totaling approximately 4.32 acres of land located in the Plantation Hammock subdivision on Simmons Road between S. 14th Street and Amelia Road and at 847 Simmons Road contiguous to the City limits and identified in map provided in Exhibit "A" are hereby annexed into the corporate limits of the City of Fernandina Beach, to wit.

SECTION 2. It is hereby deemed to be in the best interest of the City of Fernandina Beach that the land, above described, be annexed into and become a part of the City of Fernandina Beach. That upon adoption of this Ordinance, the boundary lines for the corporate limits of the City of Fernandina Beach shall be redefined so as to include the real property described above.

SECTION 3. This Ordinance shall be published in the Fernandina Beach News Leader once each week for two consecutive weeks, and that proof of publication of this Ordinance shall be filed herein prior to the final reading of this Ordinance.

ADOPTED this 17th day of November, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

_____
CAROLINE BEST
City Clerk

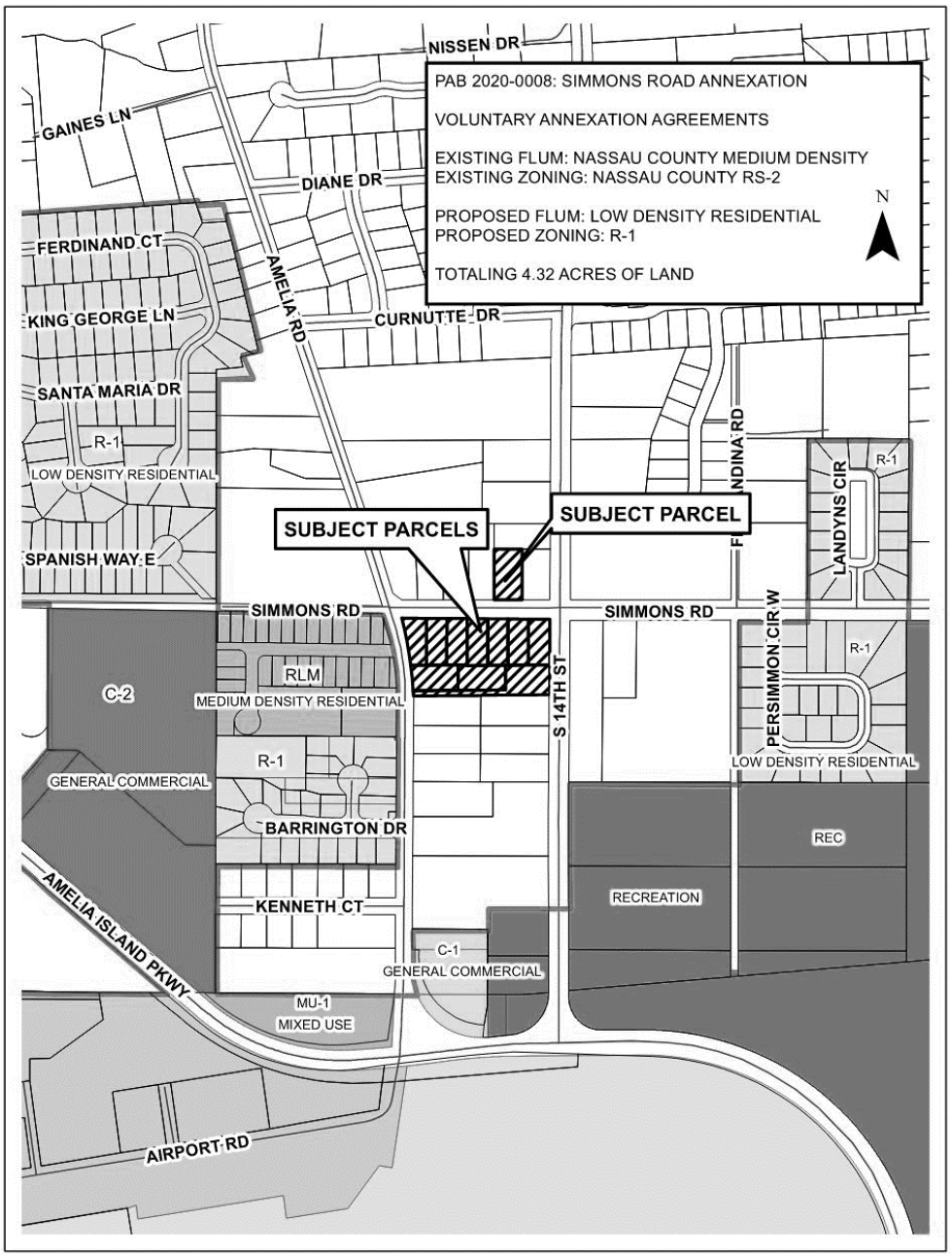
APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

EXHIBIT A

CITY OF FERNANDINA BEACH, REQUESTS ANNEXATION OF PROPERTIES LOCATED IN THE PLANTATION HAMMOCK SUBDIVISION LOCATED ON SIMMONS ROAD BETWEEN S. 14TH STREET AND AMELIEA 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.



STAFF REPORT
PAB 2020-0008 (AX, LU, CZ)
Planning Advisory Board Hearing
September 9, 2020

Jacob M. Platt
Senior Planner

APPLICATION FOR VOLUNTARY ANNEXATION, SMALL-SCALE FUTURE LAND USE AND ZONING MAP

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Various Property Owners				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Low Density Residential and, Zoning District of R-1				
LOCATION:	Simmons Road, between South 14th Street and Amelia Road				
CURRENT ZONING:	Nassau County Residential Single-Family 2				
CURRENT LAND USE:	Nassau County Medium Density				
EXISTING USES ON SITE:	Single Family Homes and one stormwater pond				
PROPERTY SIZE:	Approximately 4.32 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SFH Sites	Early 2000's	RS-2	MD
	South	SFH Sites	2011 & 2019	RS-2	MD
	East	Vacant Land	N/A	RS-2	MD
	West	SFH Sites	2019	RLM	MDR

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests annexation of eleven parcels of land located between Amelia Road and South 14th Street and along Simmons Road. These parcels became contiguous to the municipal limits in 2016 when the Aspire Phase II, Lakeside Reserve subdivision property was annexed into the City. Resolution 2014-154 approved extension of water services outside of the corporate limits of the City. This extension provided water to the nine lot Plantation Hammock subdivision on the south side of Simmons Road. Resolution 2018-182 approved extension of water services to the property located at 847 Simmons Road, lot 6 of the Glyndon Estates subdivision. Assignment of the Low Density Residential (LDR) Future Land Use Map (FLUM) category and Low Density Residential (R-1) zoning district is requested for the subject properties. This designation is the is the most closely aligned with the Current Nassau County FLUM category and zoning district.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The subject parcels are recently constructed single family homes and any development or redevelopment can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service required by the Comprehensive Plan.

CONCLUSION AND STAFF RECOMMENDATIONS:

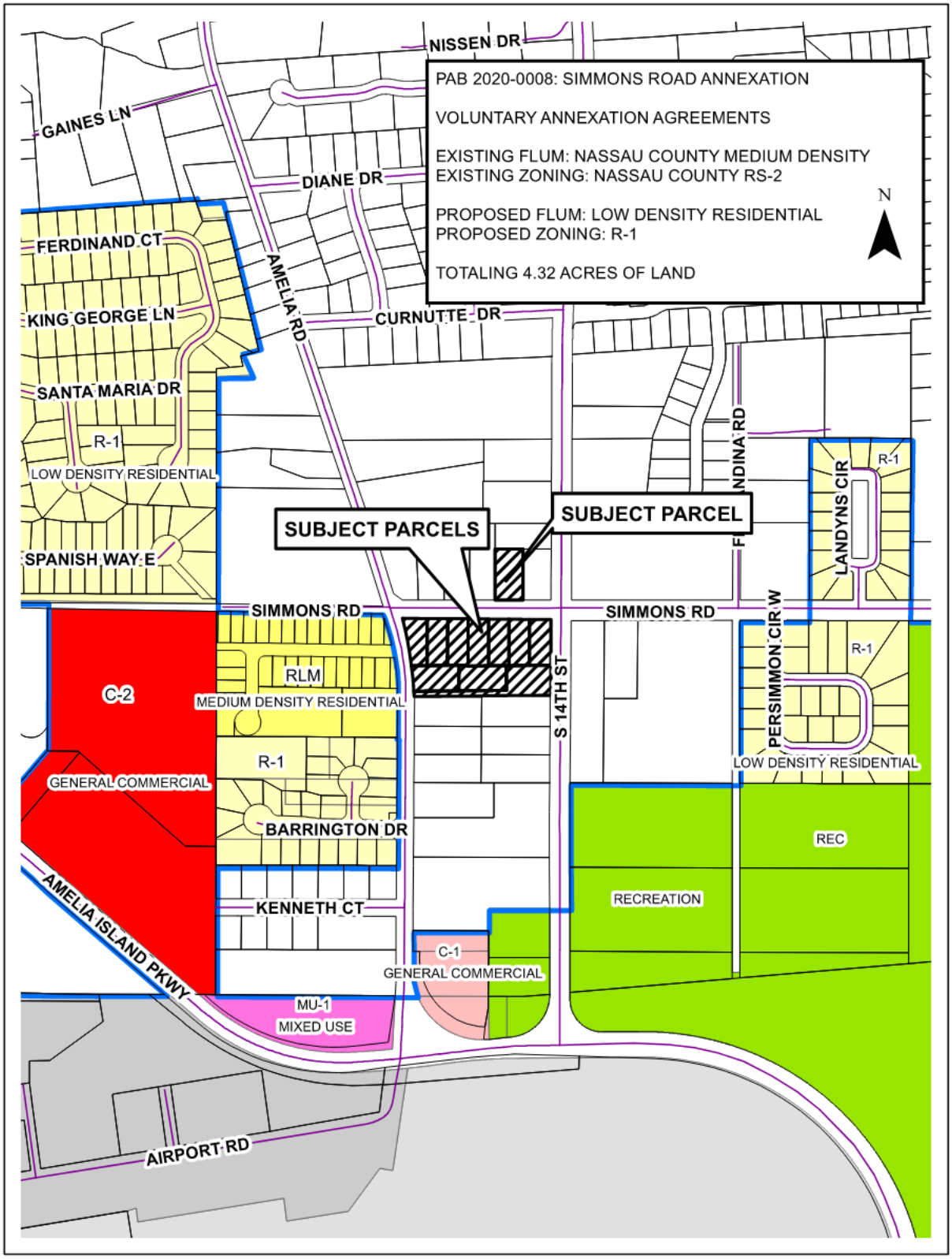
The requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the Low Density Residential FLUM category, and R-1 zoning district. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for October 20th, 2020.

Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 11.01.07	√

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2020-0008 to the City Commission requesting that a Voluntary Annexation, Assignment of the Low Density Residential land use category, and R-1 zoning district be **(approved or denied)** and that PAB case 2020-0008, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.


3008
2965
3020
815
821
833
847
3001
SIMMONS RD
804
812
820
828
836
842
850
76769
771
764768
770
PLANTATION HAMMOCK
PBK 8-104
3024
3026
AMELIA RD
3028
3101
3030
3113
3106
3116
3125
3118
3129
3124
3130
S 14TH ST


PAB 2020-0008: SIMMONS ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY MEDIUM DENSITY
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: LOW DENSITY RESIDENTIAL
PROPOSED ZONING: R-1
TOTALING 4.32 ACRES OF LAND
N
NISSEN DR
GAINES LN
DIANE DR
FERDINAND CT
KING GEORGE LN
AMELIA RD
CURNUTTE DR
SANTA MARIA DR
R-1
LOW DENSITY RESIDENTIAL
SPANISH WAY E
SUBJECT PARCELS
SUBJECT PARCEL
SIMMONS RD
SIMMONS RD
C-2
GENERAL COMMERCIAL
RLM
MEDIUM DENSITY RESIDENTIAL
R-1
BARRINGTON DR
KENNETH CT
AMELIA ISLAND PKWY
S 14TH ST
C-1
GENERAL COMMERCIAL
MU-1
MIXED USE
AIRPORT RD
FERNANDINA RD
LANDYNS CIR
R-1
PERSIMMON CIR W
R-1
LOW DENSITY RESIDENTIAL
REC
RECREATION

14

Inst: 201845039263 Date: 12/21/2018 Time: 11:07AM
Page 1 of 14 B: 2244 P: 1910, Doc Type: UNK
John A. Crawford, Clerk of Court, Nassau County,
By: TP, Deputy Clerk

RESOLUTION 2018-182

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.50 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Theodore and Melody Mandrick, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.50 acres located at 847 Simmons Road (Parcel ID Number: 00-00-30-0262-0006-0000); and

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

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

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

SECTION 1. The City Commission hereby authorizes the extension of water services to the property owners identified, whose property is located outside the corporate limits of the City at 847 Simmons Road and noted as parcel 00-00-30-0262-0006-0000, and approves the Voluntary Annexation Petition, attached hereto as Exhibit "1".

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

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

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

ADOPTED this 18th day of December, 2018.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner - Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

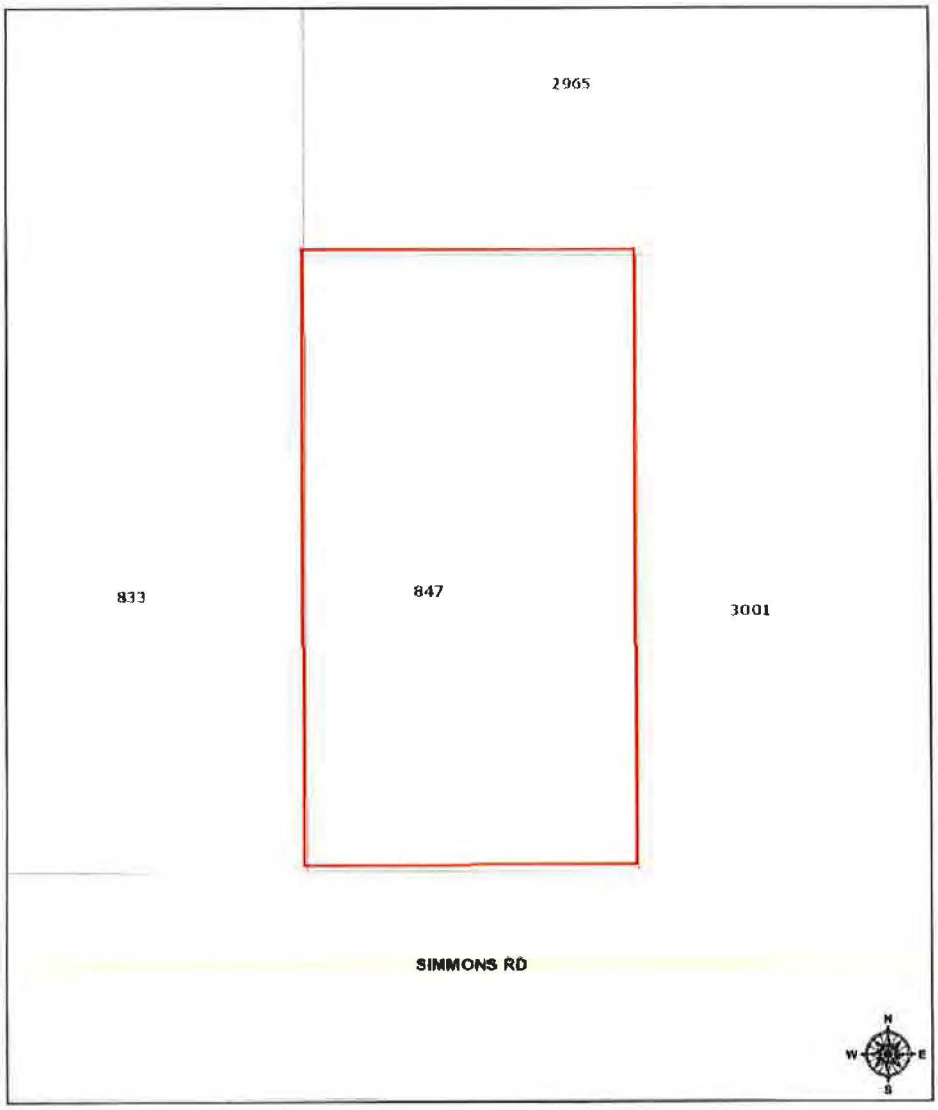
APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

RESOLUTION 2018-182
EXHIBIT "A"

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF PARCEL ID NUMBER: 00-00-30-0262-0006-0000 LOCATED AT 847 SIMMONS ROAD TOTALING APPROXIMATELY 0.50 ACRES OF LAND

847 Simmons Road- Voluntary Annexation



November 15, 2018

1:564

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

OFFICE USE ONLY	
REC'D: KG	BY: 11/15/18
PAYMENT: $ ✓ 300	TYPE:
APPLICATION #:	
CASE #:	
CC MEETING DATE: 12/18/18	

WATER/SEWER &VOLUNTARY ANNEXATION APPLICATION

APPLICANT INFORMATION

Owner Name: Theodore + Melody Mandrick

Mailing Address: 847 Simmons Rd, Fernandina Beach, FL 32034

Telephone: 904-321-7134 Fax:

Email: mandrick+@yahoo.com

Agent Name:

Mailing Address:

Telephone: Fax:

Email:

PROPERTY INFORMATION

Street Address: 847 Simmons Rd

Parcel Identification Number(s): 00-00-30-0262-0006-0000

PROJECT INFORMATION

Total Number of Lots/Parcels: 1

Less than One (1) acre Sq. Footage: 21,782.69 One (1) Acre or Greater:

Existing Zoning Classification: RS-2

Existing Future Land Use Classification: Medium density

Description of Request: Request for water services

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

11/15/18
Date

Theodore Mendrick
Melody Mendrick
Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

HARRIET DAVIS
MY COMMISSION # GG86124
EXPIRES. March 22, 2021

Subscribed and sworn to before me this 15 day of Nov, 2018.

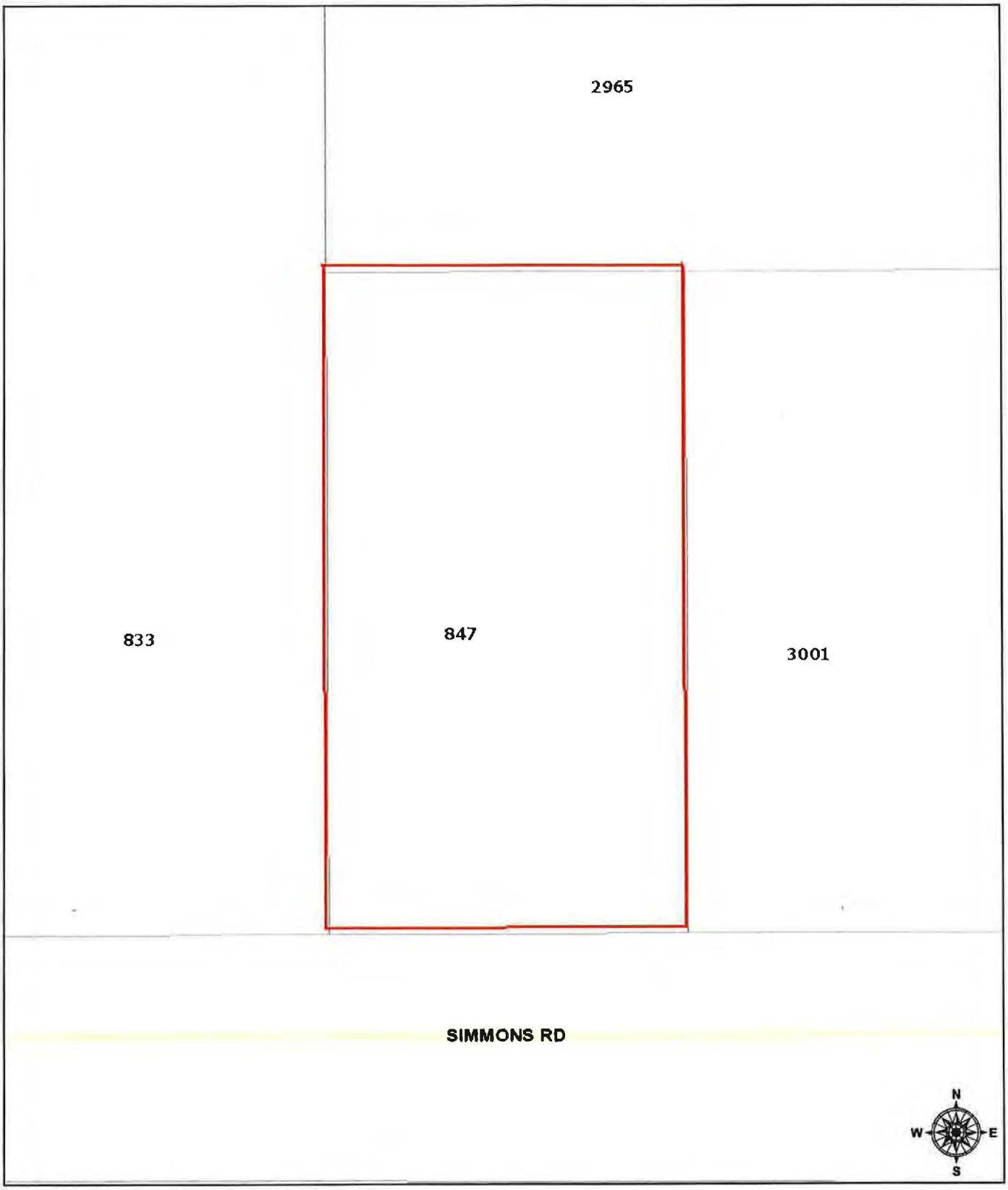
Harriet Davis
Notary Public: Signature

Harriet Davis
Printed Name

3/22/21
My Commission Expires

Personally Known _____ OR Produced Identification ✓ ID Produced: FL DL

847 Simmons Road- Voluntary Annexation



November 15, 2018

1:564

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 15th day of November, 2018 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Theodore & Melody Mandrick (hereinafter collectively referred to as the "Applicants").

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

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

PARCEL ID#: 00-00-30-0262-0006-0000

GENERALLY DESCRIBED AS: Lot 6 in OR 751/1652 & OR 1852/1538 Glyndon Estates PB 5/366

ADDRESSED AS: 847 Simmons Road

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

DALE L. MARTIN
City Manager

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: _____
Applicant

By: _____
Applicant

STATE OF FLORIDA
COUNTY OF Nassau

HARRIET DAVIS
MY COMMISSION # GG86124
EXPIRES: March 22, 2021

Sworn and subscribed before me this 15 day of Nov, 2018.

Harriet Davis
Signature of Notary
My Commission Expires:
Type of Identification Produced FL DL

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

NASSAU | A. Michael Hickox, CFA, Cert.Res.RD1941 Nassau County Property Appraiser

OWNER NAME	ROSS GARY H	**PARCEL NUMBER**	00-00-30-0262-0006-0000
MAILING ADDRESS	58240 COOPERS NECK RD	**TAX DISTRICT**	UNINCORPORATED MIDDLE ISLAND (DISTRICT 8)
		MILLAGE	15.3904
		PROPERTY USAGE	SINGLE FAMILY
	HILLIARD, FL 32046	**DEED ACRES**	0
LOCATION ADDRESS	847 SIMMONS RD	**HOMESTEAD**	N
	FERNANDINA BEACH 32034	**PARCEL MAP RECORD**	MAP THIS PARCEL
SHORT LEGAL	LOT 6 IN OR 751/1652 & OR 1852/1538 GLYNDON ESTATES PB 5/366	**TAX COLLECTOR SEARCH**	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

2018 Certified Values

JUST VALUE OF LAND	$75,000
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$102,602
TOTAL MISC VALUE	$5,531
JUST OR CLASSIFED TOTAL VALUE	$183,133
ASSESSED VALUE	$183,133
EXEMPT VALUE	$0
TAXABLE VALUE	$183,133

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC TWN RNG
SFR 000100	1	LT	3-2N-28

Building Information

TYPE	TOTAL AREA	HEATED AREA	BED ROOMS	BATHS	PRIMARY EXTERIOR	SECONDARY EXTERIOR	HEATING	COOLING	ACTUAL YEAR BUILT	BUILDING SKETCH
SINGLE FAM	2,591	1,759	3	2	AVERAGE	ABOVE AVG.	AIR DUCTED	FORCED AIR	1996	SHOW SKETCH

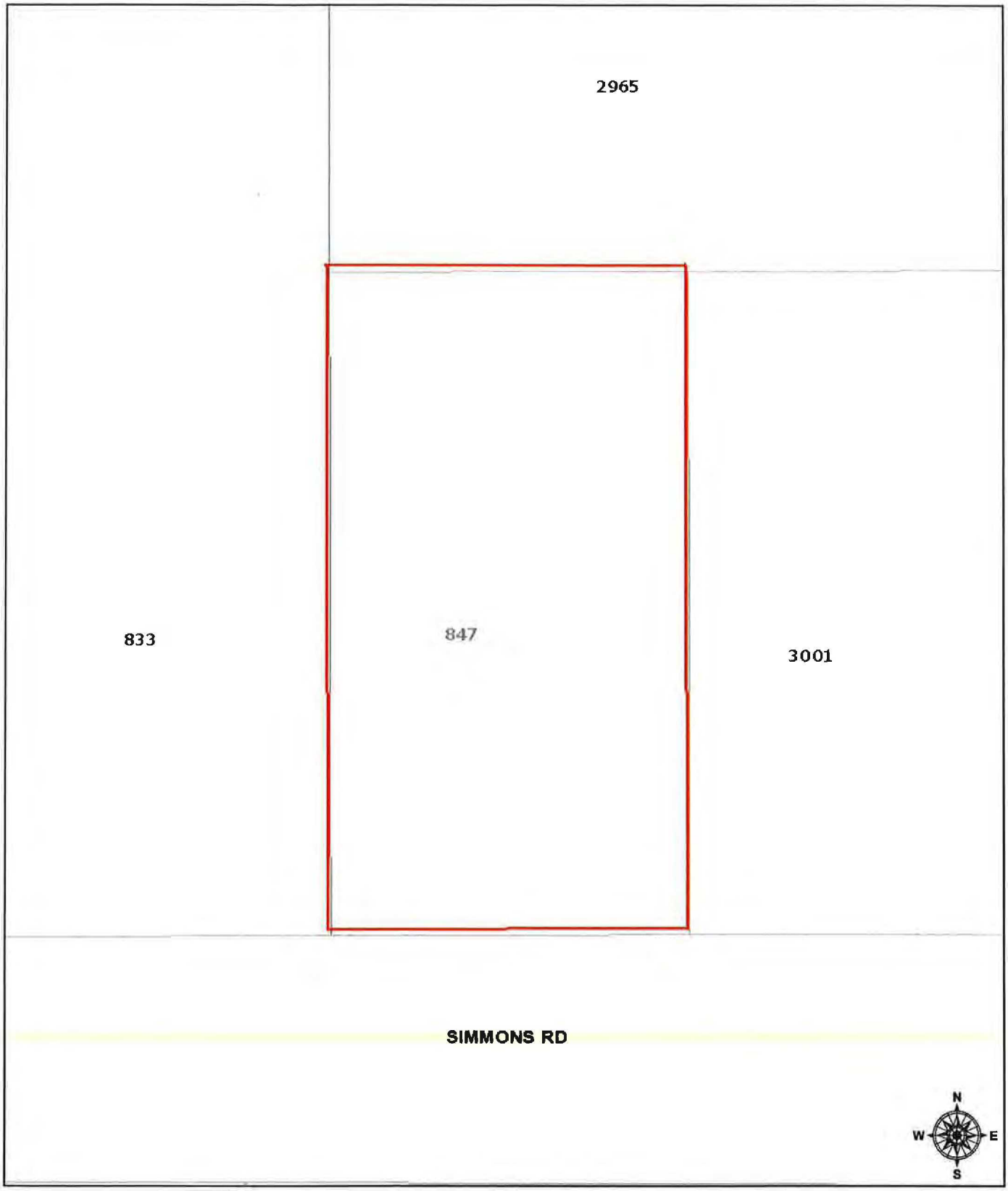
Miscellaneous Information

DESCRIPTION	DIMENSIONS L x W	UNITS	YEAR BUILT
CONCRETE C	0 X 0	1899	1996
CONCRETE C	0 X 0	159	1996
CONCRETE A	0 X 0	12	1996
FP-1-SG-AV	0 X 0	1	1996

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
04/25/2013	1852/1538	1852/1538	100	QC	U	Y	ROSS BARBARA TRAPP	ROSS GARY H
02/16/1996	751/1652	751/1652	20500	PR	Q	N	DAVIS CLYDE W P/R	ROSS GARY & BARBARA

847 Simmons Road- Voluntary Annexation



November 15, 2018

1:564

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand)

When recorded, return to:
Hamilton Group Funding, Inc.
Attn: Final Document Department
1551 Sawgrass Corporate PKWY, Suite 300
Sunrise, FL 33323

This document was prepared by:
Hamilton Group Funding, Inc.
1551 Sawgrass Corporate PKWY, Suite 300
Sunrise, FL 33323
954-241-2800

Title Order No.: 18-784

LOAN #: 1809091075

[Space Above This Line for Recording Data]

MORTGAGE

FHA Case No.
091-6595320-703-203B

MIN: 1005077-2012090023-7

MERS PHONE #: 1-888-679-6377

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.
(A) "Security Instrument" means this document, which is dated **November 9, 2018,** together with all Riders to this document.
(B) "Borrower" is **THEODORE D MANDRICK AND MELODY S MANDRICK, HUSBAND AND WIFE, AND JOHN M MANDRICK, A MARRIED MAN.**

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is **Hamilton Group Funding, Inc..**

Lender is **a Florida Corporation,** organized and existing under the laws of **Florida.**
Lender's address is **1551 Sawgrass Corporate PKWY, Suite 300, Sunrise , FL 33323**

(E) "Note" means the promissory note signed by Borrower and dated **November 9, 2018.** The Note states that Borrower owes Lender **THREE HUNDRED THOUSAND ONE HUNDRED SIXTY TWO AND NO/100***

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the **County** of **Nassau**
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

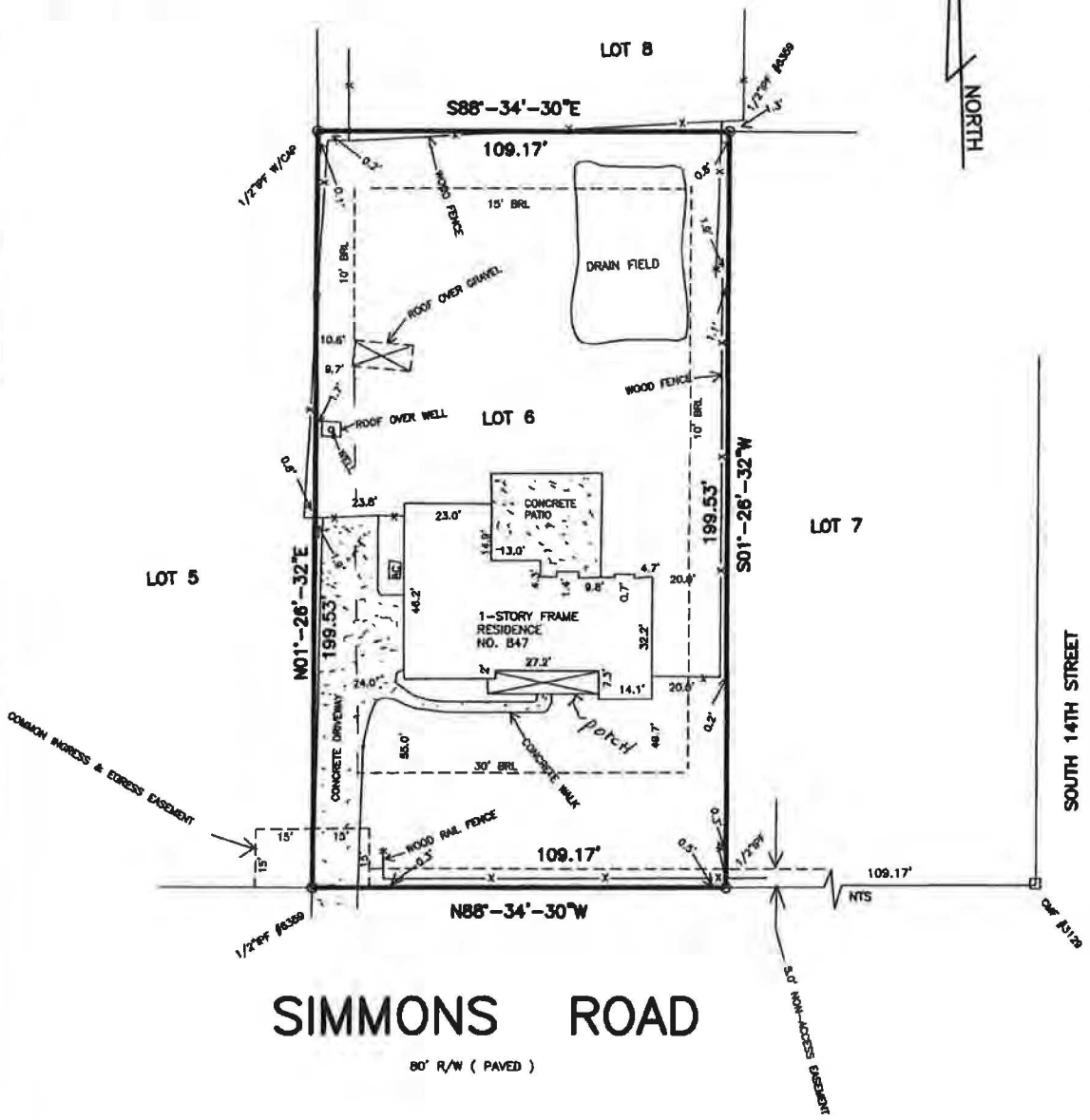
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 00-00-30-0262-0006-0000

which currently has the address of **847 Simmons Rd, Fernandina Beach,**
[Street] [City]
Florida **32034** ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

MAP SHOWING BOUNDARY SURVEY OF
LOT 6, GLYNDON EASTATES,
AS RECORDED IN PLAT BOOK 5, PAGE 366,
OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

CERTIFIED TO:
THEODORE MANDRICK AND MELODY MANDRICK,
HAMILTON GROUP FUNDING,
FIRST AMERICAN TITLE INSURANCE CO.
ANDREA F. LENNON, P.A.



SIMMONS ROAD

80' R/W (PAVED)

COASTAL LAND SURVEYORS

& MAPPERS, INC.
34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL. 904-261-6650 FAX 904-277-6650

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR CHAPTER 180-7, GEORGIA STATUTES.

LICENSED BUSINESS NO. 6412

JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

BEARINGS BASED ON PLAT OF RECORD

PROPERTY SHOWN HEREON LIES WITHIN
FLOOD ZONE X AS SHOWN ON
FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120170 PANEL NO. 0377G
DATED 9/2/17

DATE OF SURVEY: NOVEMBER 8, 2018
SCALE 1"=30'
JOB NO. 1811-08 F.B. 348

CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.

LEGEND:

IRON PIPE FOUND - IPF	POWER LINE ----P----
IRON PIPE SET - IPS	PLAT - P.
RE/BAR FOUND - RBF	FIELD MEASURED - FM.
NOT TO SCALE - NTS	RECORD - R. DEED - D.
BUILDING RESTRICTION LINE - BRL	POWER POLE - PP
CONCRETE MONUMENT FOUND - CMF	CONCRETE - CONC.
STAINLESS STEEL PIPE FOUND - SSPF	FENCE ----X----
RIGHT-OF-WAY - R/W	RIGHT-OF-WAY - R/W
POINT OF CURVE - PC POINT OF TANGENCY - PT	POINT OF REVERSE CURVE - PRC
CENTERLINE - ℄ OFFICIAL RECORDS BOOK - O.R.B.	

RESOLUTION 2014-154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE (1) PARCEL TOTALING 4.3 ACRES LOCATED AT SIMMONS ROAD; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners William and JoNell Jensen have completed the City of Fernandina Beach Voluntary Annexation Petition / Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one (1) parcel containing approximately 4.3 acres located at Simmons Road (Parcel ID Number: 00-00-30-044A-0004-0000); and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, at its meeting duly called and assembled that:

SECTION 1. The City Commission hereby authorizes the extension of water services to the property owner identified, whose property is located outside the corporate limits of the City at Simmons Road and noted as Parcel 00-00-30-044A-0004-0000, and approves the Voluntary Annexation Petition, attached hereto as Exhibit "1".

SECTION 2. The City Commission authorizes 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 this 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 5th day of November, 2014.

CITY OF FERNANDINA BEACH

Edward E. Boner
Mayor - Commissioner

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

When Recorded Return To:
City Clerk's Office
204 Ash Street
Fernandina Beach, Fla. 32034

Resolution 2014-154
Exhibit "1"

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this _____ day of _____, 2014 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and William and Jovell Jensen (hereinafter collectively referred to as the "Applicants").

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

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

PARCEL ID#: 00-00-30-044A-0004-0000

GENERALLY DESCRIBED AS: 3-2N-28 LOT 4 EX S-1 OR 242/269 EX R/W OR 341/327 & R/W IN OR 372/532

ADDRESSED AS: Simmons Road

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.

INSTR # 201429167, Book 1946, Page 780
Pages 11
Doc Type AGR, Recorded 11/07/2014 at 12:01 PM,
John A Crawford, Nassau County Clerk of Circuit C

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

JOE GERRITY
City Manager

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

X By: William P. Jensen
Applicant

By:_____
Applicant

STATE OF FLORIDA
COUNTY OF Nassau

Sworn and subscribed before me this 14 day of October, 2014.

Tricia D Bowen
Signature of Notary
My Commission Expires: 4/12/18
Type of Identification Produced Personally Known

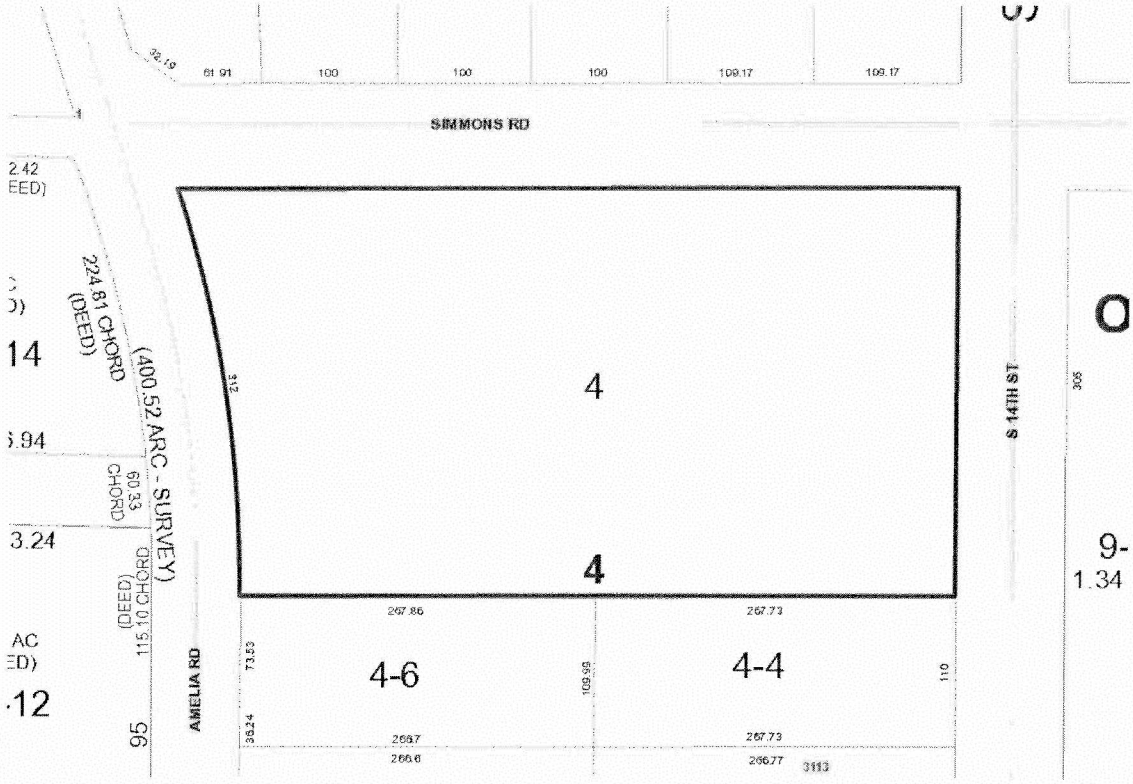
TRICIA D BOWEN
Notary Public - State of Florida
My Comm. Expires Apr 12, 2018
Commission # FF 060654

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

Nassau County Property Appraiser's Office

A. Michael Hickox, Cert.Res.RD1941 - Property Appraiser



Full Parcel Report

Parcel ID:	00-00-30-044A-0004-0000
Calculated Acreage:	3.80
Deed Acreage:	0.00
Property Use	VACANT

Ownership Information

Name	JENSEN WILLIAM P & JO NELL
Mailing Address	3008 TIPPS DR
	NEDERLAND, TX 776276755
Situs/Physical Address	SIMMONS RD

Values

Land Value	$193,500.00
Ag Land Value	$0.00
Building Value	$0.00
Misc Value	$0.00
Just Value	$193,500.00
Assessed Value	$156,090.00

Last 2 Sales

Date	Price	Vacant?	Qual
19760101	$20,000.00	Y	Q
19740101	$50,000.00	Y	Q

A. Michael Hickox
Cert. Res. RD1941
Nassau County Property Appraiser

THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. NEITHER NASSAU COUNTY, ITS MUNICIPALITIES, NOR THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE ASSUMES RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HERON. THIS IS NOT A SURVEY.

N W E S

Printed: Friday, September 26, 2014

OWNER NAME	JENSEN WILLIAM P & JO NELL	PARCEL NUMBER	00-00-30-044A-0004-0000
MAILING ADDRESS	3008 TIPPS DR	TAX DISTRICT	UNINCORPORATED ISLAND (DISTRICT 5)
		MILLAGE	15.1056
		PROPERTY USAGE	VACANT RESIDENTIAL
	NEDERLAND, TX 776276755	DEED ACRES	4.3
LOCATION ADDRESS	SIMMONS RD	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	3-2N-28 LOT 4 EX S-1 OR 242/269 EX R/W OR 341/327 & R/W IN OR 372/532	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK PROPERTY RECORD CARD (PDF)

2014 Preliminary Values - Subject to Change

JUST VALUE OF LAND	$193,500
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$0
TOTAL MISC VALUE	$0
JUST OR CLASSIFED TOTAL VALUE	$193,500
ASSESSED VALUE	$156,090
EXEMPT VALUE	$0
TAXABLE VALUE	$156,090

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
SFR ACRES 000115	4	AC	5-2N-28

Building Information

There is no Building information for this record.

Miscellaneous Information

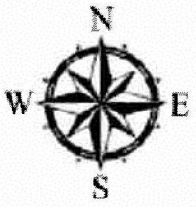
There is no Miscellaneous Information for this record.

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
01/01/1976	221/146	221/146	20000	WD	Q	N		
01/01/1974	160/523	160/523	50000	WD	Q	N		



00-00-30-044A-0004-0000



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. NEITHER NASSAU COUNTY, ITS MUNICIPALITIES, NOR THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREIN. THIS IS NOT A SURVEY.

Printed: Oct 15, 2014

OFFICE USE ONLY

REC'D: 10/14/14 BY: adl

PAYMENT: $ 300.00 TYPE: CK #1757

APPLICATION #: 2014-0001343

CASE #: AX 2014-03

CC MEETING DATE: 11/4/14

WATER/SEWER & VOLUNTARY ANNEXATION APPLICATION

APPLICANT INFORMATION

Owner Name: William P & JoNell Jensen

Mailing Address: 3008 Tipps Drive Nederland, Texas 77627

Telephone: 409-727-2848 Fax: N/A

Email:

Agent Name: Gillette & Associates, Inc

Mailing Address: 20 South 4th Street Fernandina Beach, FL 32034

Telephone: 261-8819 Fax: 261-9905

Email: nicki@gillettassociates.com

PROPERTY INFORMATION

Street Address: Simmons Road

Parcel Identification Number(s): 00-00-30 044A-0004-0000

PROJECT INFORMATION

Total Number of Lots/Parcels: 1

Less than One (1) acre Sq. Footage: N/A One (1) Acre or Greater: 3.8

Existing Zoning Classification: RS-2

Existing Future Land Use Classification: Medium Density

Description of Request: Water service connection to a 9 lot single family residential subdivision. Subject property is not contigous.

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

Oct. 6, 2014 — Date

X William F. Jensen — Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

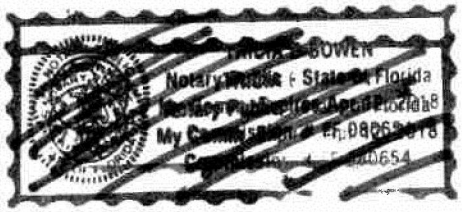
Subscribed and sworn to before me this 14 day of October, 2014.

Tricia D Bowen — Notary Public: Signature

Tricia D Bowen — Printed Name

4/12/18 — My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____





Gillette & Associates, Inc.

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

AGENT AUTHORIZATION

I, WILLIAM P. JENSEN, of NEDERLAND, TX. the owner of the following property(s) do hereby authorize, Gillette & Associates, Inc., to act as my Agent in conjunction with all site plan applications, concurrency applications, preliminary plat applications, and any other Local, State and/or Federal development permits necessary for development of the following property, without any further notice.

Location: Simmons Road

Parcel No.: 00-00-30-044A-0004-0000

William P. Jensen — *Signature*

08-08-2014 — *Date*

409-727-2848 — *Telephone Number*

STATE OF FLORIDA
COUNTY OF Nassau

Subscribed and sworn to before me this 8th day of July, 2014.

Who is personally known to me ✕ or has produced identification _____

Tricia D Bowen — Notary Public: Signature

TRICIA D. BOWEN — Printed Name

My Commission Expires: 04/12/2018.

TRICIA D BOWEN
Notary Public - State of Fl
My Comm. Expires Apr 12, 2018
Commission # FF 080654

20 South 4th Street • Amelia Island, Florida 32034 Phone: (904) 261-8819 Fax: (904) 261-9905

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014-154
Water Services Request and Voluntary Annexation Petition – Simmons Road

SCANNED KB

DEPARTMENT: Community Development Department

ATTACHMENTS: ___ Ordinance _X_ Resolution
___ Support Documents ___ Other

RECOMMENDED ACTION: Approve Resolution 2014-154 authorizing the extension of water services and execution of the voluntary annexation petition for Simmons Road Parcel ID 00-00-30-044A-0004-0000.

SUMMARY: William and JoNell Jensen have submitted an application for water services outside the municipal limits. In accordance with Municipal Code Sections 82-44 and 82-403, this application is also accompanied by a petition for voluntary annexation. The application applies to a 4.3 acre parcel located on Simmons Road (Parcel ID 00-00-30-044A-0004-0000). This property is vacant; it is not currently contiguous to the City limits.

Action on this application will not immediately annex the subject property; approval of this Resolution will authorize extension of water utilities to serve the property and will approve the voluntary annexation petition. The property will not be annexed until such time as it is contiguous to City limits.

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

CITY ATTORNEY COMMENTS: No additional comments.

DEPARTMENT HEAD	Submitted by: Adrienne Burke AB Community Development Director	Date: 10/15/14
	Requested Agenda	Date: 11/5/14
FINANCE DEPARTMENT	Approved as to Budget Requirements DHC	Date: 10/17/14
CITY ATTORNEY	Approved as to Form & Legality TEB	Date: 10/16/14
CITY MANAGER	Approved Agenda Item for 11/5/14	Date: 10/16/14

COMMISSION ACTION:
_X_ Approved As Recommended ___ Disapproved
___ Approved With Modification ___ Postponed to Time Certain
___ Other ___ Tabled

Approved at the City Commission Meeting
Held on: 11/5/14
Voted: Initial: KB

INSTR # 201506772, Recorded 03/10/2015 at 03:02 PM, John A Crawford, Clerk of Courts, Nassau County,

"PLANTATION HAMMOCK"

A REPLAT OF A PORTION OF LOT 4, OCEAN BREEZE SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. BEING A PORTION OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

PLAT BOOK 8 PAGE 104

SHEET 1 OF 2 SHEETS

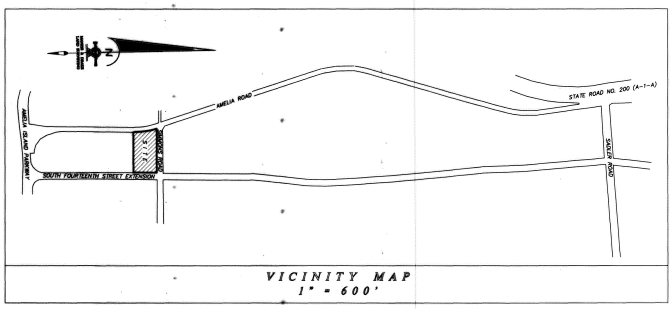
CFN# 201506772

CAPTION:

A PORTION OF LOT 4, "OCEAN BREEZE SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING A PORTION OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SIMMONS ROAD (AN 80-FOOT RIGHT-OF-WAY) WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH FOURTEENTH STREET EXTENSION (AN 80-FOOT RIGHT-OF-WAY); THENCE SOUTH 01°53'25" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE SAID SOUTH FOURTEENTH STREET EXTENSION, A DISTANCE OF 288.90 FEET; THENCE NORTH 89°32'00" WEST, A DISTANCE OF 535.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD (A 50-FOOT RIGHT-OF-WAY BY USAGE), SAID POINT BEING ON A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1481.31 FEET; THENCE NORTHWESTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'24", AN ARC DISTANCE OF 308.19 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°38'41" WEST AND CHORD DISTANCE OF 308.61 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SIMMONS ROAD, AFOREMENTIONED; THENCE SOUTH 89°34'30" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 582.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.82 ACRES, MORE OR LESS.



VICINITY MAP
1" = 600'

TITLE CERTIFICATION

WE, First American Title Insurance Co., A TITLE COMPANY, DO HEREBY CERTIFY THAT WE HAVE SEARCHED THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AS TO THE TITLE TO THE HEREON DESCRIBED PROPERTY AND WE HEREBY CERTIFY THAT THE TITLE TO THE PROPERTY IS VESTED IN Simmons B, LLC THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THE PROPERTY IS NOT ENCUMBERED BY ANY MORTGAGES OR OTHER ENCUMBRANCES OTHER THAN SHOWN HEREON AND THAT ALL EASEMENTS OF RECORD ARE SHOWN.

Mike Wood Jr.
TITLE COMPANY REPRESENTATIVE

CHIEF OF FIRE-RESCUE CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE CHIEF OF FIRE-RESCUE OF NASSAU COUNTY, FLORIDA

THIS 11 DAY OF February A.D. 2015.

CHIEF OF FIRE-RESCUE

COUNTY TAX COLLECTOR CERTIFICATE

TAX IDENTIFICATION NUMBER 00-00-30-0AA-0004-0000

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT.

SIGNED THIS 11th DAY OF February A.D. 2015.

TAX COLLECTOR
NASSAU COUNTY, FLORIDA

DIRECTOR OF ENGINEERING SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMINED AND APPROVED BY THE DIRECTOR OF ENGINEERING SERVICES OF NASSAU COUNTY, FLORIDA.

THIS 24 DAY OF February A.D. 2015.

DIRECTOR OF ENGINEERING SERVICES

COMMISSION APPROVAL CERTIFICATE

EXAMINED AND APPROVED THIS 9th DAY OF March A.D. 2015 BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA.

COMMISSION CHAIRMAN

OFFICE OF THE COUNTY ATTORNEY

APPROVED FOR THE RECORD, THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN SIGNED AND APPROVED BY THE NASSAU COUNTY ATTORNEY, THIS 3rd DAY OF March A.D. 2015

OFFICE OF THE COUNTY ATTORNEY

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177 OF FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK 8 PAGE 104 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THIS 10th DAY OF March A.D. 2015.

CLERK OF THE CIRCUIT COURT

COPYRIGHT © 2015 BY MANZIE AND DRAKE LAND SURVEYING

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.s) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7), AND THAT PERMANENT CONTROL POINTS (P.C.P.s) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS 6th DAY OF February A.D. 2015.

MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE NO. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

CERTIFICATE OF REVIEW BY COUNTY EMPLOYED / CONTRACTED SURVEYOR / MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM A DULY LICENSED SURVEYOR AND MAPPER IN THE STATE OF FLORIDA, AND THAT I AM ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FORMAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, F.S. IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING / MAPPING REPORTED HEREON.

2/18/15
SURVEYOR / MAPPER DATE

PRINT NAME: CHARLES PURSELL LEE

FLORIDA REGISTRATION NO.: LS 5618

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SIMMONS B, LLC, IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON, WHICH SHALL HEREAFTER BE KNOWN AS "PLANTATION HAMMOCK, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, DEVELOPER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

ALL ALLEYS, EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC AREAS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR THE USES AND PURPOSES THEREON STATED, UNLESS OTHERWISE NOTED. NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION ON ANY GOVERNMENTAL BODY TO ACCEPT, IMPROVE, OR MAINTAIN ANY CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ASSUMED BY THE GOVERNING BODY.

TRACT "A" (RETENTION POND TRACT) IS HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE "PLANTATION HAMMOCK HOMEOWNER'S ASSOCIATION, INC".

SIMMONS B, LLC

WITNESS: B. McCs
Brian McCroskey
PRINT OF TYPE NAME

JAY MOOR
MANAGING MEMBER

WITNESS: Tarkington
Tamara Krueger
PRINT OF TYPE NAME

STATE OF: FLORIDA
COUNTY OF: NASSAU

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, Jay Moor, Manager TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE CITY OF FERNANDINA BEACH IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA THIS 10th DAY OF February A.D. 2015

NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES: April 12, 2018

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS 12 DAY OF FEB 2015.

COUNTY PLANNER

COUNTY HEALTH CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE REVIEWED THE ABOVE PLAT THIS 11th DAY OF FEBRUARY A.D. 2015, AND THESE LOTS ARE APPROVED TO BE SERVICED ON AN INDIVIDUAL LOT BASIS ACCORDING TO F.A.C. 64E-6 AND PLACED ON APPROVED PUBLIC WATER SYSTEMS.

COUNTY HEALTH DEPARTMENT

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE.
SET YOUR SITES ON US."

\\computer1\c\DM 3D Projects\16000 PLANTING HAMMOCK\16000-PLAT.dwg

PLAT BK 8 PG 105

"PLANTATION HAMMOCK"

A REPLAT OF A PORTION OF LOT 4, OCEAN BREEZE SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. BEING A PORTION OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

PLAT BOOK 8 PAGE 105

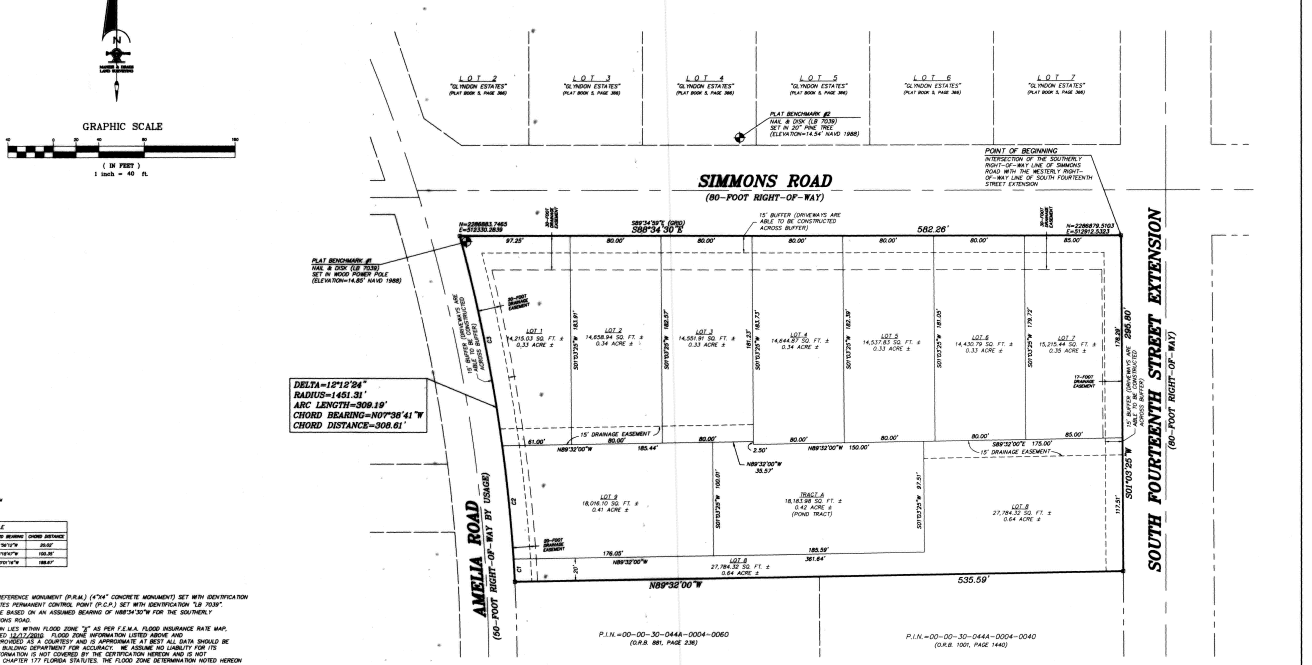
SHEET 2 OF 2 SHEETS

CFN # 201506772

GRAPHIC SCALE

(IN FEET)

1 inch = 40 ft



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	20.55'	1451.31'	0°47'26"	N15°16'19"W	20.55'
C2	130.37'	1451.31'	5°09'16"	N18°56'57"W	130.36'
C3	158.27'	1451.31'	7°27'14"	N10°51'16"W	158.19'

LEGEND
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
O.R.B. = OFFICIAL RECORDS BOOK
P.C.P. = PERMANENT CONTROL POINT MONUMENT
P.I.N. = PARCEL IDENTIFICATION NUMBER

SURVEYOR'S NOTES

1.) ○ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (4"X4" CONCRETE MONUMENT) SET WITH IDENTIFICATION "MANZIE LB 7039". ● DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "LB 7039".
2.) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N89°34'30"W FOR THE SOUTHERLY RIGHT-OF-WAY LINE OF SIMMONS ROAD.
3.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 0288C 0277 F, DATED 10/17/2018. FLOOD ZONE INFORMATION LISTED ABOVE AS SHOWN ON THIS SURVEY IS PROVIDED AS A COURTESY, AND IS APPROXIMATE AT BEST. ALL DATA SHOULD BE VERIFIED BY THE APPROPRIATE LOCAL GOVERNMENTAL BODY. THE SURVEYOR MAKES NO GUARANTEE AS TO ITS ACCURACY. FLOOD ZONE INFORMATION IS NOT COVERED BY THE CERTIFICATION HEREON AND IS NOT REQUIRED TO BE SHOWN PER CHAPTER 177 FLORIDA STATUTES. THE FLOOD ZONE DETERMINATION NOTED HEREON MAY BE SUPERSEDED AND/OR REDEFINED FROM TIME TO TIME BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) OR BY THE APPROPRIATE LOCAL GOVERNMENTAL BODY.
4.) "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5.) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
6.) NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO NASSAU COUNTY SUBDIVISION REGULATIONS AND BE APPROVED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.
7.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "RS-2".
8.) BUILDING SETBACK REQUIREMENTS FOR THIS SUBDIVISION ZONED "RS-2" ARE AS FOLLOWS: FRONT SETBACK = 25 FEET; SIDE SETBACK = 10 FEET; REAR SETBACK = 10 FEET
9.) THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY 5 , AS SCALED FROM STORM SURGE ATLAS VOLUME 1, PLATE 3, NASSAU COUNTY, FLORIDA, AS PER S.L.O.S.H. (SEA, LAKE, AND OVERLAND SURGES FROM HURRICANES).
10.) ALL LOT LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED
11.) LOTS SHOWN HEREON ARE INTENDED FOR RESIDENTIAL PURPOSES.
12.) COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983/1990.
13.) ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 1988)

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MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE, SET YOUR SITES ON US."

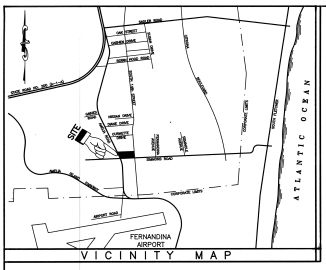
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PLAT BOOK 5 PAGE 366

SHEET 1 OF 1

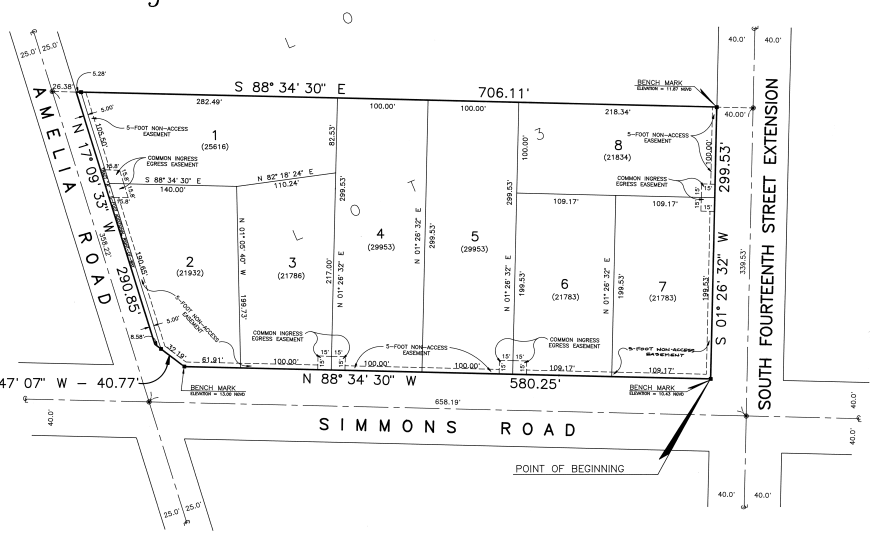
GLYNDON ESTATES

A REPLAT OF A PORTION OF LOT 3, OCEAN BREEZE FARMS
AS RECORDED IN PLAT BOOK 1, PAGE 10, PUBLIC RECORDS OF
NASSAU COUNTY, FLORIDA



VICINITY MAP





CAPTION :

A PARCEL OF LAND BEING A PORTION OF LOT 3, OCEAN BREEZE FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 10, OF THE PUBLIC RECORDS OF NASSAU, COUNTY, FLORIDA; LYING IN AND BEING PART OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, OF SAID COUNTY; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH FOURTEENTH STREET EXTENSION, AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, WITH THE NORTH RIGHT-OF-WAY LINE OF SIMMONS ROAD, AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE ON LAST SAID LINE NORTH 88 DEGREES 34 MINUTES 30 SECONDS WEST A DISTANCE OF 580.25 FEET; THENCE NORTH 52 DEGREES 47 MINUTES 07 SECONDS WEST A DISTANCE OF 40.77 FEET TO THE EAST RIGHT-OF-WAY LINE OF AMELIA ROAD, A 50-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE ON LAST SAID LINE NORTH 17 DEGREES 09 MINUTES 33 SECONDS WEST A DISTANCE OF 290.85 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE ON LAST SAID LINE SOUTH 88 DEGREES 34 MINUTES 30 SECONDS EAST A DISTANCE OF 706.11 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH FOURTEENTH STREET EXTENSION; THENCE ON LAST SAID LINE SOUTH 01 DEGREE 26 MINUTES 32 SECONDS WEST A DISTANCE OF 299.53 FEET TO THE POINT OF BEGINNING. BEING 4.50 ACRES, MORE OR LESS, IN AREA.

SURVEYOR'S NOTES:

1). ■ Denotes Permanent Reference Monument (P.R.M.) Set – PLS #3129
2). ● Denotes Permanent Control Point (P.C.P.) set – LB #6359
3). (43,560) denotes Lot Square Footage
4). Bearings shown hereon are based on N 88° 34' 30" W for the North Right-of-way Line of Simmons Road.
5). This parcel lies within Flood Zone "X" as shown on Flood Insurance Rate Map 1201?0 0377 C, dated May 4, 1988.
7). There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Nassau County, Florida.
8). There are no Jurisdictional Wetlands present on lands described in caption per Enviro-Plan, Inc., letter of 10/14/91, EPI #91-059
9). Bench Mark elevations refer to National Geodetic Vertical Datum of 1929.
10). Building Setback Requirements are as follows:
a. 30.0 feet from right-of-way.
b. 10.0 feet from side property lines.
c. 15.0 feet from rear property line.
11). Common Ingress / Egress Easements are for the purpose of providing common driveways from the edge of pavement to street right-of-way lines, limiting the number of driveways onto each existing street as shown.
12). Non-Access Easements are for the purpose of limiting vehicular access to the Common Ingress / Egress Easements only and may be used for fences, landscaping, pedestrian access, or any other use consistent with Zoning regulations, covenants, or restrictions, except vehicular access.
13). Minimum Elevation for Finished Floor of all Dwellings is to be 14.60

ADOPTION AND DEDICATION:

This is to certify that the undersigned, Gwendolyn H. Wood Dy
is(are) the lawful owner(s) of the lands described in the caption hereon, known as "Glyndon Estates" and have caused the same to be surveyed and subdivided as shown on this plat, and do hereby dedicate said survey, as hereby delineated, to the true and lawful purpose therein expressed, and do hereby irrevocably and without reservation dedicate for the use of the public as additional right-of-way for Amelia Road.

Signed and sealed this 17th day of May, A.D. 1993 in the presence of:

Witness: Carl S. Sawyer
Print Name

Owner: Gwendolyn H. Wood Dy.

State of: Florida
County of: Nassau

This is to certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Gwendolyn H. Wood, Jr. to me well known and known to be the person described in and who executed the foregoing Adoption and Dedication and who acknowledge before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

Witness my signature and official seal at the City of Fernandina Beach, in the County of Nassau and the State of Florida, this 17th day of May, A.D. 1993.

Notary Public, State of Florida, at large, Jeanette C. Goodbread
My commission expires Nov. 4, 1994 Jeanette C. Goodbread
Print Name
Serial No.: CC 061140

COMMISSION APPROVAL CERTIFICATE:

Examined and approved this 24th day of May, 1993 A.D., by the Board of County Commissioners of Nassau County, Florida.

COUNTY ATTORNEY

COMMISSION CHAIRMAN

COUNTY ENGINEER

CLERK'S CERTIFICATE:

I hereby certify that this plat has been examined and found to comply in form with Florida Statute 177.081 and is filed for record and recorded in Plat Book(s) 5, Page(s) 366, of the Public Records of Nassau County, Florida, this 25th day of May, 1993 A.D.

COUNTY CLERK

ZONING CERTIFICATION:

I hereby certify that this plat has been examined by me and is in compliance with the zoning rules and regulations of Nassau County, Florida, currently in effect this 19th day of May, 1993 A.D.

PLANNING/ZONING DIRECTOR

SURVEYORS CERTIFICATE:

This is to certify that the above plat is a true and correct representation of the land surveyed, platted and described in caption hereon, that said survey was made under my responsible direction and supervision, that the survey data complies with all the requirements of Florida Statute 177, that the survey and legal description are accurate and the Permanent Reference Monuments have been placed and the Permanent Control Points will be placed according to the laws of the State of Florida and Nassau County.

Signed this 18th day of May, A.D., 1993.

CARL S. SAWYER – FLA. CERT. #3129

PAMS corporation
CIVIL ENGINEERING – SURVEYING – LAND PLANNING
1486 SOUTH 14th STREET, SUITE 3, FERNANDINA BEACH, FLORIDA, 32034 OFFICE 904-261-5263, FAX 904-277-4466

COUNTY HEALTH CERTIFICATE:

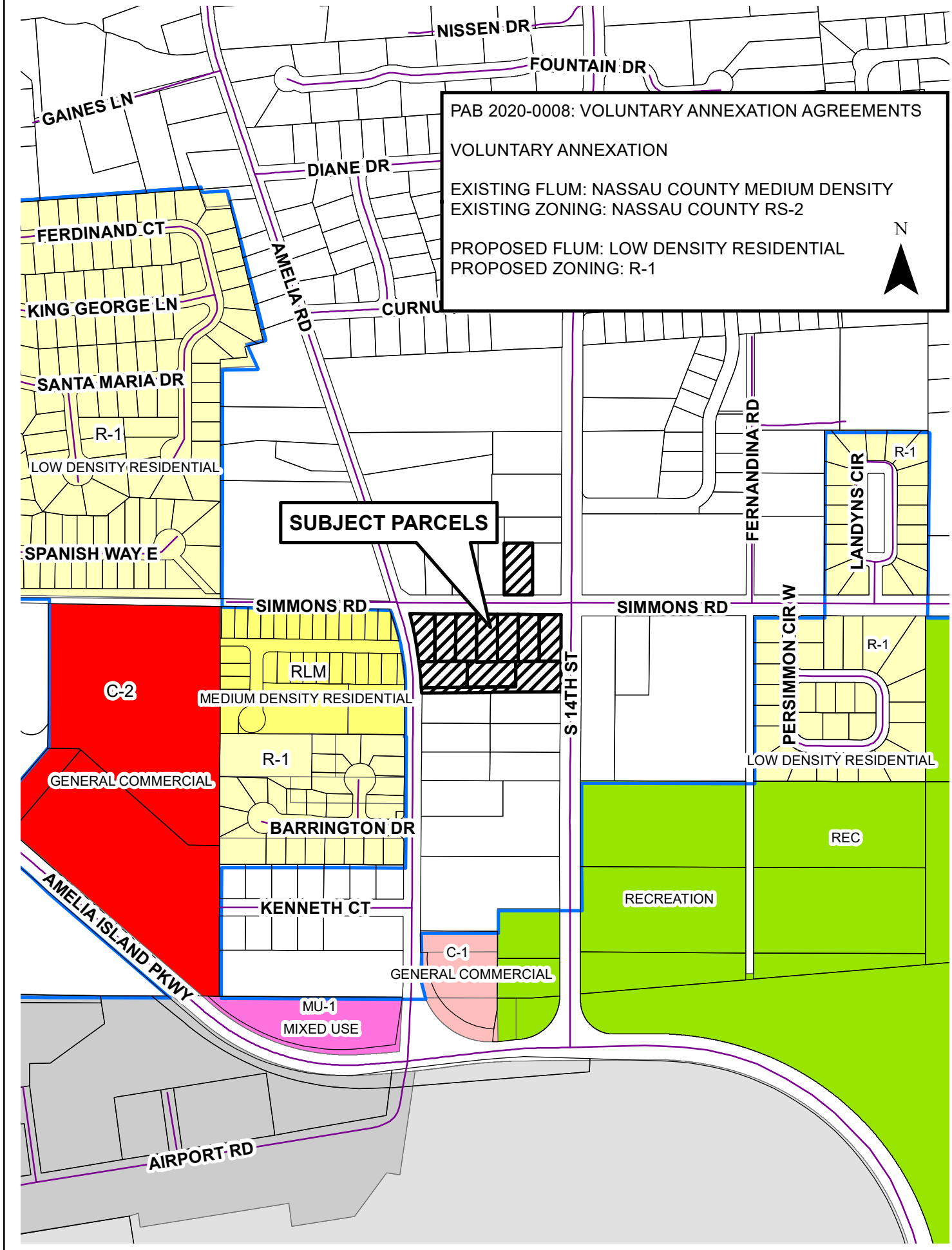
This is to certify that I have reviewed the above plat this 20th day of May, 1993 A.D., and these lots are approved to be reviewed on an individual lot basis according to F.A.C 10D-6 and F.A.C. 10D-6.

COUNTY HEALTH OFFICER

CERTIFICATE OF APPROVAL BY PUBLIC SAFETY DIRECTOR:

This is to certify that the above plat has been approved by the Public Safety Director of Nassau County, Florida, this 24 day of May, 1993 A.D.

PUBLIC SAFETY DIRECTOR


PAB 2020-0008: VOLUNTARY ANNEXATION AGREEMENTS
VOLUNTARY ANNEXATION
EXISTING FLUM: NASSAU COUNTY MEDIUM DENSITY
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: LOW DENSITY RESIDENTIAL
PROPOSED ZONING: R-1
N
NISSEN DR
FOUNTAIN DR
GAINES LN
DIANE DR
FERDINAND CT
KING GEORGE LN
AMELIA RD
SANTA MARIA DR
R-1
LOW DENSITY RESIDENTIAL
SPANISH WAY E
SUBJECT PARCELS
FERNANDINA RD
LANDYNS CIR
R-1
SIMMONS RD
SIMMONS RD
C-2
RLM
MEDIUM DENSITY RESIDENTIAL
S 14TH ST
PERSIMMON CIR W
R-1
LOW DENSITY RESIDENTIAL
GENERAL COMMERCIAL
R-1
BARRINGTON DR
REC
RECREATION
AMELIA ISLAND PKWY
KENNETH CT
C-1
GENERAL COMMERCIAL
MU-1
MIXED USE
AIRPORT RD

PERMIT SET
NOT FOR CONSTRUCTION

ENGINEERING PLANS

FOR

PLANTING HAMMOCK

FOR

HIGHLAND 35, LLC

PLANTING HAMMOCK
FOR
HIGHLAND 35, LLC

RELEASED FOR CONSTRUCTION _____ BY _____

GILLETTE & ASSOCIATES, INC.

CIVIL & ENVIRONMENTAL ENGINEERING
MECHANICAL & STRUCTURAL ENGINEERING
PERMITTING & CONSTRUCTION MANAGEMENT

20 SOUTH 4TH STREET AMELIA ISLAND, FLORIDA 32034
PHONE: 904/261-8819 FAX: 904/261-9905

PERMITTING AGENCIES

NASSAU COUNTY: 904-491-7328
CITY OF FERNANDINA BEACH: 904-310-3421
SJRWMD: 904-730-6270

UTILITY PROVIDERS

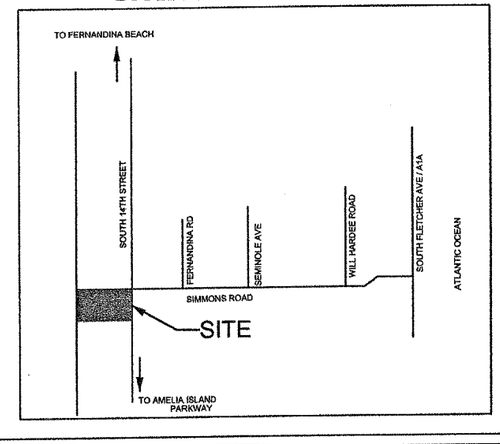
WATER/SEWER: CITY OF FERNANDINA BEACH
ELECTRIC: FLORIDA PUBLIC UTILITIES
CABLE: COMCAST
TELEPHONE: AT&T

G&A Project
No.:14-10.28

Gillette & Associates, Inc.

Issue Date:
November 4, 2014
Revised:
December 2,2014

SITE LOCATION MAP



GENERAL NOTES

SITE / GEOMETRY

1. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A. REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S PRICE FOR PERFORMING THE WORK.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS, EITHER SURFACE OR SUBSURFACE, WHICH MAY AFFECT THE WORK TO BE PERFORMED, AND THE EQUIPMENT, LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR IS URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THIS PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO AID IN RESOLVING POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF THE PROJECT. ALL COSTS ASSOCIATED WITH PRELIMINARY INVESTIGATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER.

4. ELEVATIONS ARE BASED ON NATIONA GEODETIC VERTICAL DATUM OF 1929.

5. TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY: COASTAL LAND SURVEYORS 1261-8950

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING, RIGHT-OF-WAY PERMITS NOT PROVIDED AND INSURANCE REQUIRED FOR THE PROJECT.

7. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION & REPAIR.

8. THE CONTRACTOR SHALL ADVISE THE OWNER'S AUTHORIZED REPRESENTATIVE OF PLANNED WORK SCEDULE. THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS. IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD, AND THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.

9. "AS-BUILT" DRAWINGS - AS-BUILTS ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION, AND SUBMITTAL OF AS-BUILT DRAWINGS.

10. "AS-BUILT" RECORD DATA AND INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR. RECORD DRAWINGS SHALL BE SUPPLIED TO THE ENGINEER.

11. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.

12. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR ON A DAILY BASIS.

13. ALL EXCESS SUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER.

14. ALL EXISTING TREES LISTED TO REMAIN SHALL BE PRESERVED AND PROTECTED.

15. THE LOCATION OF ALL EXISTING UTILITIES, STRUCTURES, AND IMPROVEMENTS ON THE DRAWINGS ARE BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN FIELD VERIFIED. THE LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OTHER IMPROVEMENTS PRIOR TO COMMENCING ANY CONSTRUCTION. IF THE LOCATIONS SHOWN ARE CONTRARY TO ACTUAL FIELD LOCATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY. THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITY IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR REPAIRS OR PAYMENTS FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS, AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH THEY SHALL CONNECT.

16. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER ON ALL MATERIALS, FOR REVIEW AND APPROVAL, PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY OR STRUCTURE.

17. UNSUITABLE MATERIALS UNDER WATER, SEWER, OR STORM PIPE AND/OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL COMPACTED TO 98% OF IT'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557).

18. ALL WATER & SEWER CONSTRUCTION SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES.

19. WHEN DEWATERING CAPACITY REQUIRES A PERMIT (CUP), IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

20. WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY HAZARD. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. WHERE PARALLEL WATER AND SEWER MAINS HAVE LESS THAN 10 FOOT HORIZONTAL SEPARATION, 20 FOOT LENGTHS OF C900 (DR18) WATER QUALITY PIPE SHALL BE USED WITH THE JOINTS STAGGERED AT 10 FOOT INTERVALS. THE PIPES SHALL BE PLACED IN SEPARATE TRENCHES WITH THE WATER MAIN AT LEAST 18 INCHES ABOVE THE SEWER.

21. WATER MAINS CROSSING SANITARY HAZARDS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER MAIN. WHERE WATER AND SEWER MAINS CROSS WITH BETWEEN 18 INCHES AND 6 INCHES OF VERTICAL CLEARANCE, A 20 FOOT SECTION OF C900 (DR18) WATER QUALITY PIPE SHALL BE CENTERED ON THE POINT OF THE CROSSING. THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL SEPARATION. THE MINIMUM SEPARATION BETWEEN WATER AND SEWER PIPES IS TO BE 6 INCHES OUTSIDE DIAMETER TO OUTSIDE DIAMETER.

22. NO WATER MAIN PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE.

23. BLANK

24. TRACER WIRE SHALL BE PROVIDED ON ALL WATER MAINS AND FORCE MAINS. TRACER WIRE SHALL BE A MINIMUM OF 14 GUAGE SOLID COPPER WIRE, COATED, AND SUITABLE FOR BURIAL. WIRE SHALL BE ATTACHED DIRECTLY TO TOP OF PIPE AND BROUGHT INTO EACH VALVE BOX AND COILED TO ALLOW FOR EASY ACCESS AND EXTENSION ABOVE FINISHED GRADE FOR ATTACHMENT OF LOCATING EQUIPMENT.

25. ALL PIPE LENGTHS ARE APPROXIMATE DIMENSIONS, ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE MISCELLANEOUS DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS.

26. ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.

27. GRADES SHOWN ON PLANS ARE EDGE OF PAVEMENT FINISHED GRADES UNLESS OTHERWISE NOTED.

28. SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

29. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFICALLY STATED.

30. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE. EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS. REVEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED IMMEDIATELY TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION.

31. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND NASSAU COUNTY BEFORE COMMENCING WORK.

32. MINIMUM COVER OVER PIPES SHALL BE 36" UNLESS OTHERWISE INDICATED.

33. ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.

34. IN ADDITION TO THE SPECIFICATIONS AND DETAILS PROVIDED FOR THIS CONTRACT, THE NASSAU COUNTY STANDARD DETAILS AND SPECIFICATIONS (LATEST REVISION) SHALL ALSO BE USED FOR ANY ITEMS NOT COVERED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A SET OF STANDARD DETAILS AND SPECIFICATIONS FROM NASSAU COUNTY.

35. BACKFILL MATERIAL SHALL BE COMPACTED TO 100% (±2%) PER NASSAU COUNTY REQUIREMENTS UNDER EXISTING AND PROPOSED ROADWAYS.

36. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.

37. STATIONING REFERS TO THE CENTERLINE OF THE ROADWAY EXCEPT AS NOTED ON PLANS. WHERE PAVEMENT SPLITS, THE STATIONING FOLLOWS THE INSIDE EDGE OF PAVEMENT UNTIL ROADWAY TRANSITIONS BACK TO THE TYPICAL ROADWAY SECTION

38. ALL CONSTRUCTION, MATERIAL, AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH NASSAU COUNTY AAND JEA STANDARDS.

WATER NOTES

1. WATER MAINS SHALL HAVE A MINIMUM OF 36" COVER UNDER PAVEMENT OR 30" COVER FROM FINISHED GRADE UNLESS OTHERWISE SHOWN. ALL WATER MAINS SHALL BE FLUSHED IN ACCORDANCE WITH, AND UNDER THE DIRECTION OF THE UTILITY COMPANY.

2. THRUST RESTRAINTS ARE REQUIRED IN ACCORDANCE WITH UTHE UTILITY COMPANY STANDARDS WHERE WATER MAINS ARE TERMINATED AND AT ALL BENDS AND TEES.

3. TIE RODS SHALL BE INSTALLED ON ALL VALVES LOCATED AT FITTINGS. ALL 10" AND LARGER VALVES AND LARGER SHALL REQUIRE (4) TIE RODS. MEGA LUG JOINT RESTRAINTS MAY BE USED IN LIEU OF THRUST BLOCKS OR TIE RODS.

4. UNLESS OTHERWISE NOTED, WATER MAINS ARE TO BE PVC DR18, DR-25, C-900 (BLUE), CLASS 150.

5. ALL WATER MAINS SHALL BE BACTERIOLOGICAL AND PRESSURE TESTED IN ACCORDANCE WITH AWWA C-600. NO CONNECTION TO EXISTING POTABLE WATER SYSTEM SHALL BE ALLOWED UNTIL ALL PROPOSED WATER MAINS HAVE BEEN PRESSURE TESTED, DISINFECTED, AND CLEARED FOR SERVICE. THE UTILITY COMPANY'S AUTHORIZED REPRESENTATIVE MUST BE NOTIFIED 48 HOURS PRIOR TO PERFORMING THE PRESSURE TEST AND MUST BE PRESENT.

6. THE CONTRACTOR SHALL AVOID SERVICE INTERRUPTIONS AND MAINTAIN ANY EXISTING WATER SERVICE TO MEET THE SYSTEM DEMANDS AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF AFFECTED CUSTOMERS OF THE UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF ANY INTERRUPTION OF SERVICE. BOIL WATER NOTICES SHALL BE DELIVERED IN ACCORDANCE WITH THE UTILITY COMPANY BOIL WATER NOTICE REQUIREMENTS.

7. ALL MAIN FLUSHING POINTS SHALL BE SAME SIZE AS MAIN UP TO 8 INCH WATER MAINS. FLUSHING POINTS FOR MAINS LARGER THAN 8 INCH SHALL BE REDUCED TO 8 INCH.

8. ALL WATER MAINS SHALL BE DISINFECTED USING LIQUID CHLORINE OR HYPOCHLORITES IN ACCORDANCE TO AWWA C651-86. WATER IN MAIN SHALL MAINTAIN A CHLORINE RESIDUAL OF 50 MG/L FOR A MINIMUM OF 24 HOURS. WATER MAIN SHALL NOT BE PLACED IN SERVICE UNTIL CLEARANCE HAS BEEN PROVIDED BY THE APPROPRIATE REGULATING AGENCY AND UNITED WATER FLORIDA.

9. IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH, WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. BASED ON APPROVAL OF THE PERMITTING AGENCY, DUCTILE IRON PIPE, FITTINGS, AND SOLVENT RESISTANT GASKET MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED. ANY CONTAMINATED SOIL THAT IS EXCAVATED SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATER PROOF COVERING. THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL.

10. 2" FLUSHING HYDRANTS SHALL BE INSTALLED AT ALL DEAD END LINES AND MAIN LINE STUB-OUT'S.

11. A SEPARATE WATER SERVICE SHALL BE REQUIRED FOR EACH UNIT SERVED AND SHALL BE INSTALLED 3 FEET EITHER SIDE OF PROPERTY LINE. ALL WATER SERVICES SHALL BE MARKED WITH A "W" ETCHED ON THE CURB. ALL VALVES SHALL BE MARKED WITH A "V" ETCHED ON THE CURB.

12. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY COMPANY'S STANDARDS.

13. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED AT THE CONSUMER'S METER OR AT THE PROPERTY LINE WHEN A METER IS NOT USED.

14. BACKFLOW PREVENTION ASSEMBLIES SHALL BE TESTED BY A STATE OF FLORIDA LICENSED BACKFLOW TECHNICIAN. TEST RESULTS SHALL BE SUBMITTED TO AND APPROVED BY THE UTILITY COMPANY PRIOR TO ACCEPTANCE OF INSTALLATION.

15. MAXIMUM DEPTH ON WATER SERVICES TO METER TO BE 36".

INDEX

SHEET #	DESCRIPTION
	ALL PERMITTING AGENCIES
1	COVER SHEET
2	INDEX SHEET
3	PREDEVELOPMENT DRAINAGE PLAN
4	SITE PLAN
5	POST DEVELOPMENT DRAINAGE PLAN
6	TREE REMOVAL PLAN
7	MISCELLANEOUS DETAIL

LEGEND

- EXISTING VALVE
- WM — EXISTING WATER LINE
- SAN — EXISTING SANITARY SEWER
- EXISTING FIRE HYDRANT
- SAN — PROPOSED SANITARY SEWER
- WM — PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- EXISTING EDGE OF PAVEMENT
- EXISTING PROPERTY LINE
- 15.3 — PROPOSED SPOT ELEVATION
- S-5 — DRAINAGE STRUCTURE
- P-1 — PIPE
- 15.0 — PROPOSED CONTOUR
- PROPOSED EDGE OF PAVEMENT
- PROPOSED PROPERTY LINE
- PROPOSED R.O.W. LINE
- 16 — EXISTING CONTOUR

$$$$FileNames$$$$

No	By	Date	Revision
A	NG	12-2-14	Revised to adress SJRWMD comments

Scale:
Project Mgr: NG
Designed by: NG
Drawn by: AD
QA/QC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034
Certificate of Authorization No. 9332

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

G & A
GILLETTE & ASSOCIATES, INC
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819
FAX: (904) 261-9905

PLANTING HAMMOCK

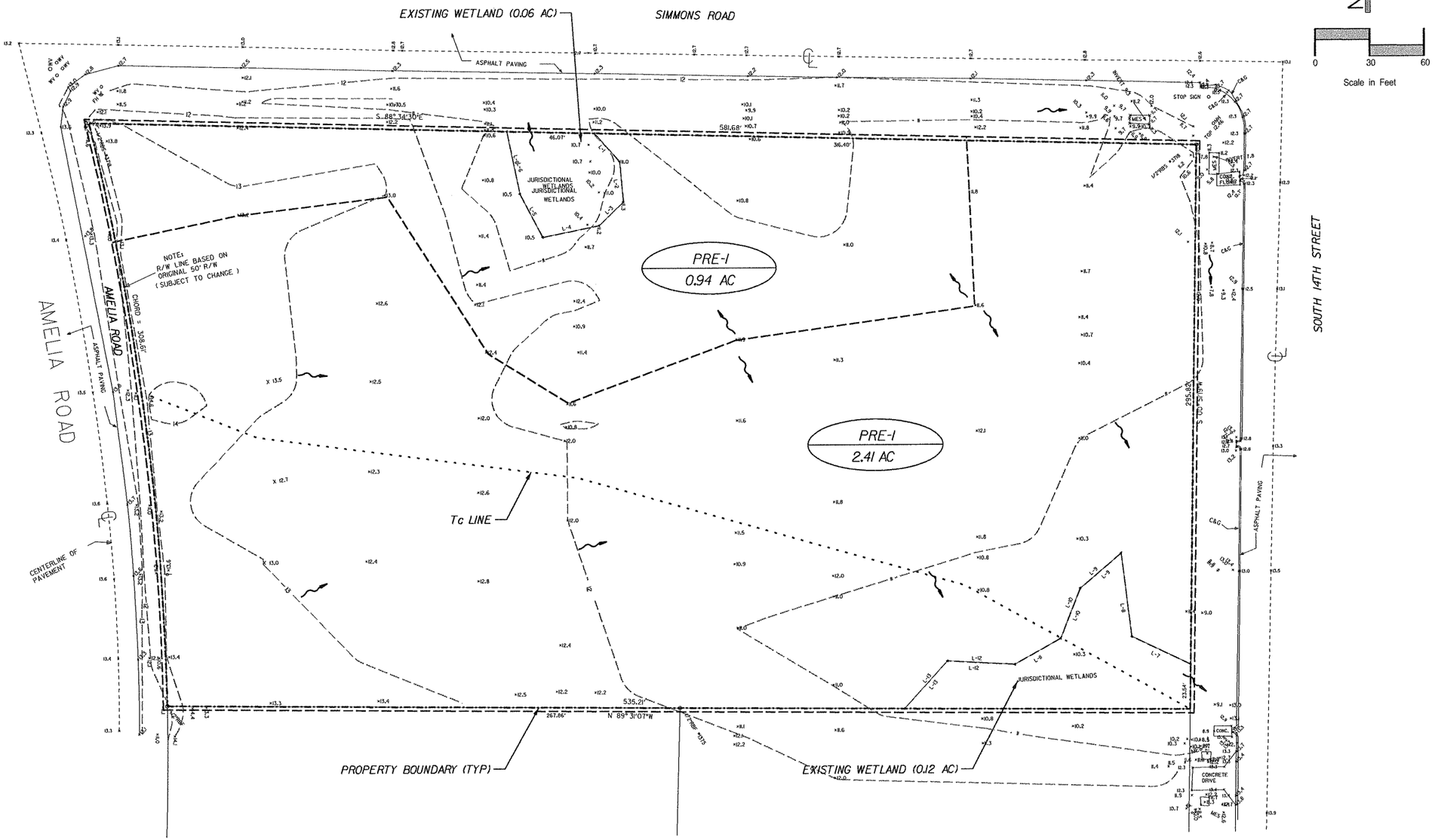
HIGHLAND 35, LLC

INDEX SHEET

Registered Professional

SHEET NO. IN-1
2 of 7
Issue Date: OCTOBER 2014
Project No.: 14-10.22

SITE BASIN AREA = 3.39 AC



TIME OF CONCENTRATION = 14 MIN

LENGTH OF OVERLAND FLOW @ 0.68 FT/SEC = 574 FT
LENGTH OF PIPE FLOW @ 2.5 FT/SEC = 0 FT
TOC = (574)/(0.68 x 60) = 14 MINUTES

No	By	Date	Revision
J			
I			
H			
G			
F			
E			
D			
C			
B			
A	NG	12-2-14	Revised to adress SJRWMD comments

Scale:
Project Mgr: NG
Designed by: NG
Drawn by: AD
QA/QC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034
Certificate of Authorization No. 9332

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

G & A
GILLETTE & ASSOCIATES, INC
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819
FAX: (904) 261-9905

PLANTING HAMMOCK

HIGHLAND 35, LLC

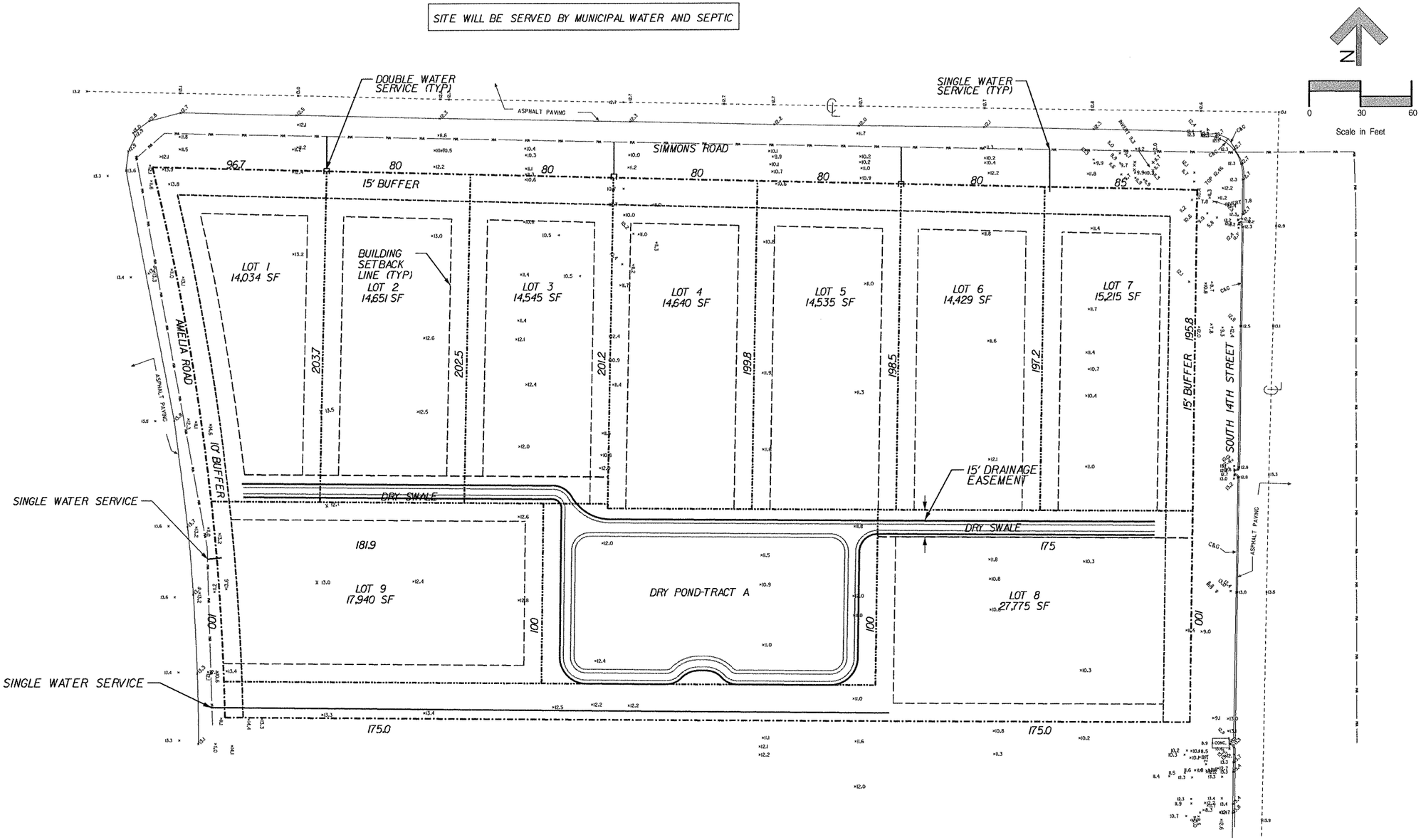
PREDEVELOPMENT DRAINAGE PLAN

Registered Professional

SHEET NO.
PRE-1
3 of 7
Issue Date
OCTOBER 2014
Project No.
14-10.22

$$Times$$ $$FileName$$

SITE WILL BE SERVED BY MUNICIPAL WATER AND SEPTIC

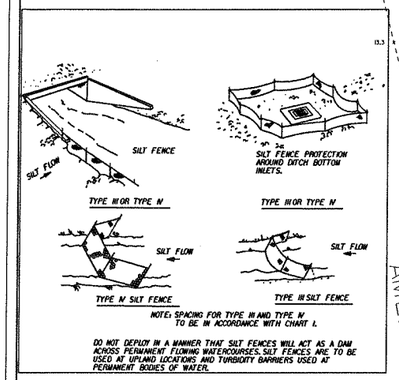


J				Scale:						
I				Project Mgr: NG	Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034	G & A	PLANTING HAMMOCK	HIGHLAND 35, LLC	SITE PLAN	SHEET NO. SP-1
H				Designed by: NG		GILLETTE & ASSOCIATES, INC 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034				4 of 7
G				Drawn by: AD	Certificate of Authorization No. 9332					Issue Date OCTOBER 2014
F				QA/QC: AG		PHONE: (904) 261-8819 FAX: (904) 261-9905			Registered Professional	Project No. 14-10.22
E					DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"					
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C										
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A	NG	12-2-14	Revised to adress SJRWMD comments							
No.	By	Date	Revision							

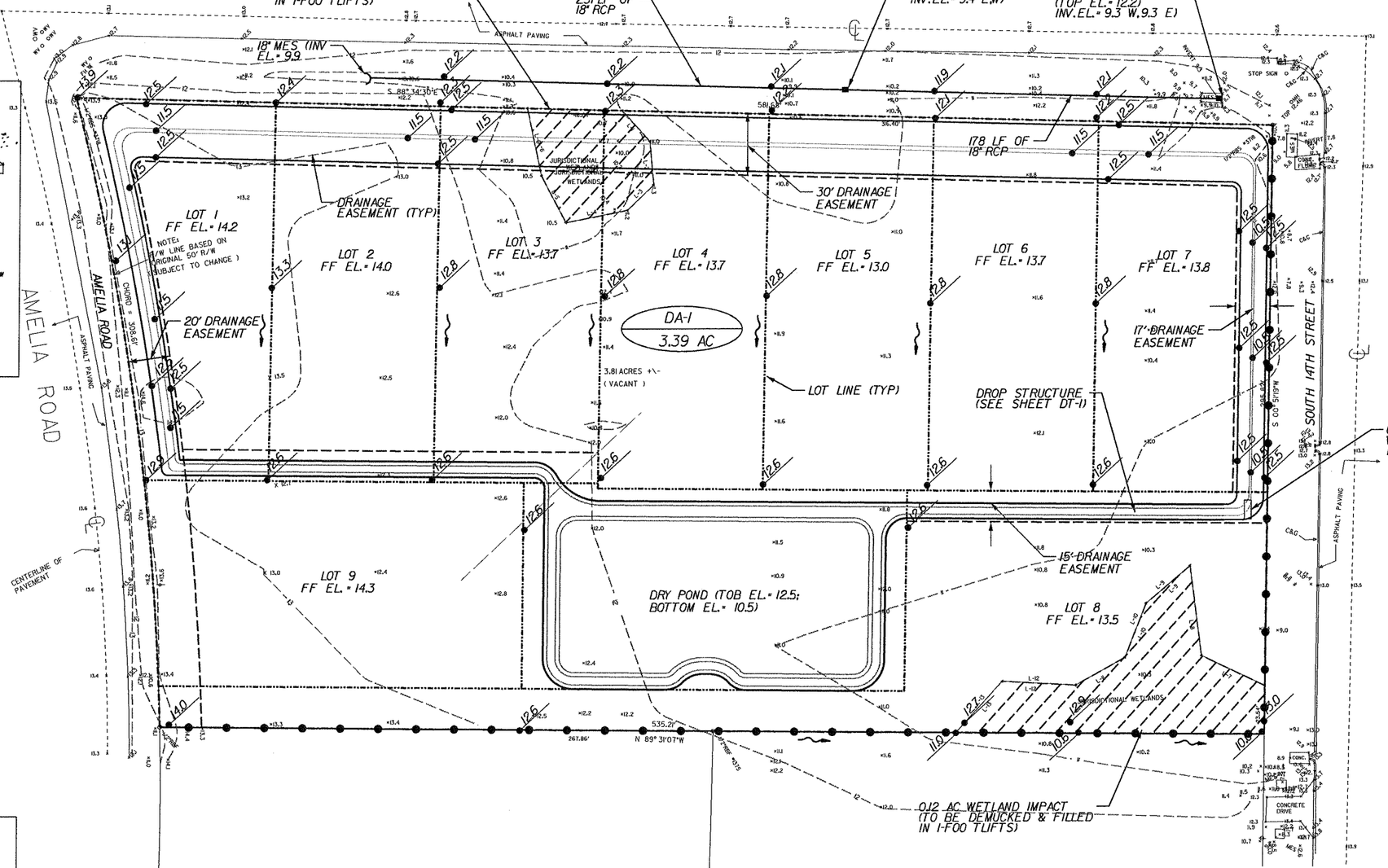
$$Engineer$$ $$FileName$$ $$Engineer$$

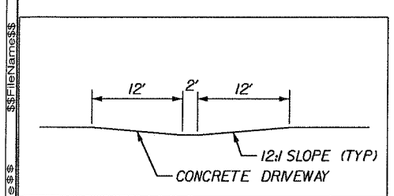
NOTE ALL DRIVEWAYS TO BE LOWERED THROUGH FRONT LOT SWALE AREA

SILT FENCE



SILT FENCE APPLICATIONS





TYPICAL DRIVEWAY CROSS SECTION

No	By	Date	Revision
A	NG	12-2-14	Revised to adress SJRWMD comments

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PLANTING HAMMOCK

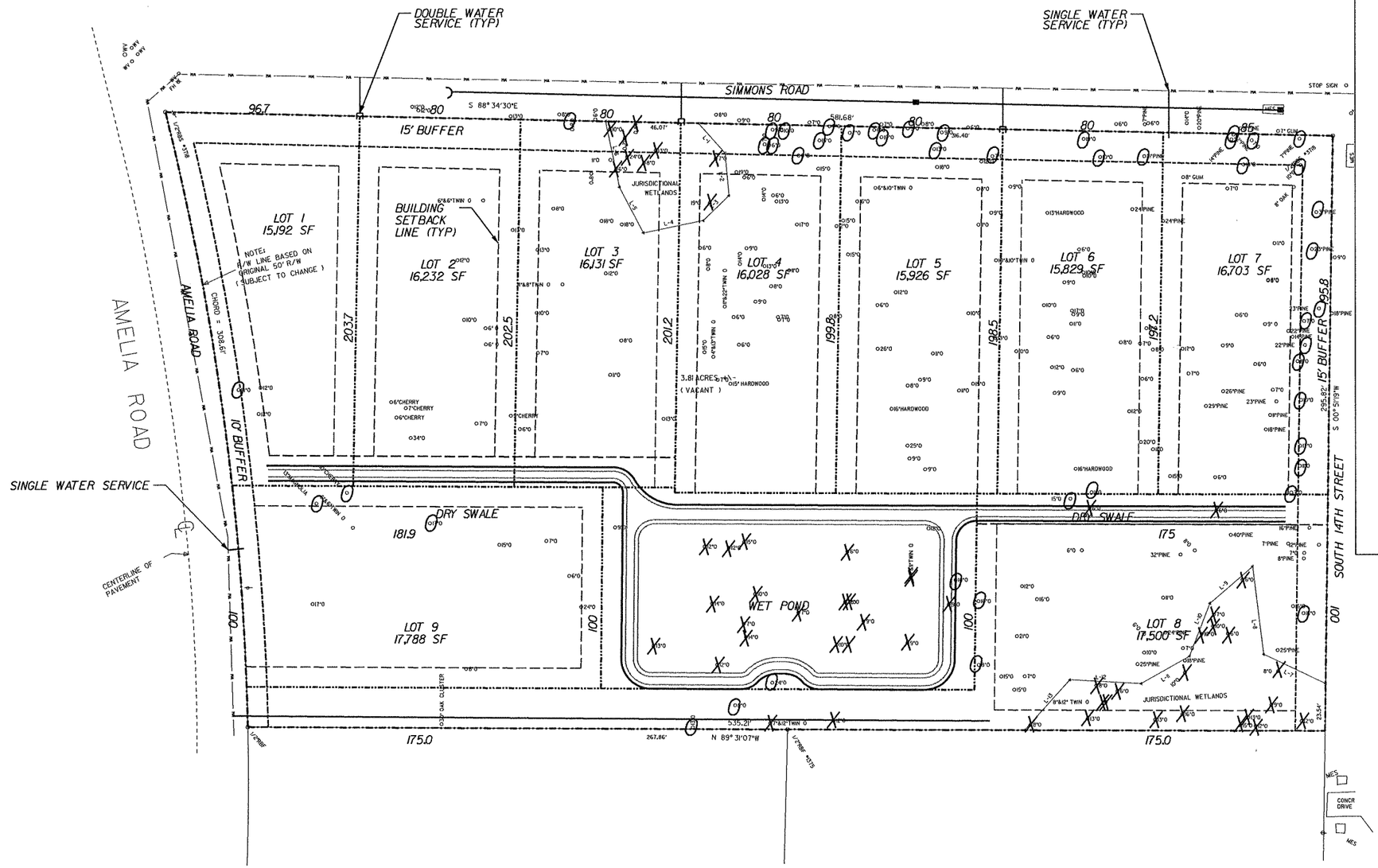
HIGHLAND 35, LLC

POST DEVELOPMENT DRAINAGE PLAN

Registered Professional

SHEET NO. DR-1
5 of 7
Issue Date: OCTOBER 2014
Project No.: 14-10.22

$$FileName$$ $$Time$$ $$Date$$



TREE DIAMETER	* TREES RETAINED	* INCHES RETAINED	* TREES REMOVED	* INCHES REMOVED
6	5	30	8	48
7	8	56	6	42
8	5	40	5	40
9	3	27	4	36
10	10	100	7	70
11	2	22	3	33
12	-	-	9	108
13	2	26	5	65
14	2	28	2	28
15	2	30	2	30
16	-	-	1	16
17	2	34	-	-
19	1	19	1	19
21	1	21	-	-
22	1	22	-	-
23	1	23	-	-
24	1	24	-	-
31	1	31	-	-

TOP 20% OF DBH FOR SITE IS 22" OR GREATER

PREDEVELOPMENT DBH: 1,049 INCHES

DBH SAVED WITHH BONUS: 558 INCHES

NO MITIGATION REQUIRED

No.	By	Date	Revision
A	NG	12-2-14	Revised to adress SJRWMD comments

Scale:
Project Mgr: NG
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Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

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G & A‡
GILLETTE & ASSOCIATES, INC
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819
FAX: (904) 261-9905

PLANTING HAMMOCK

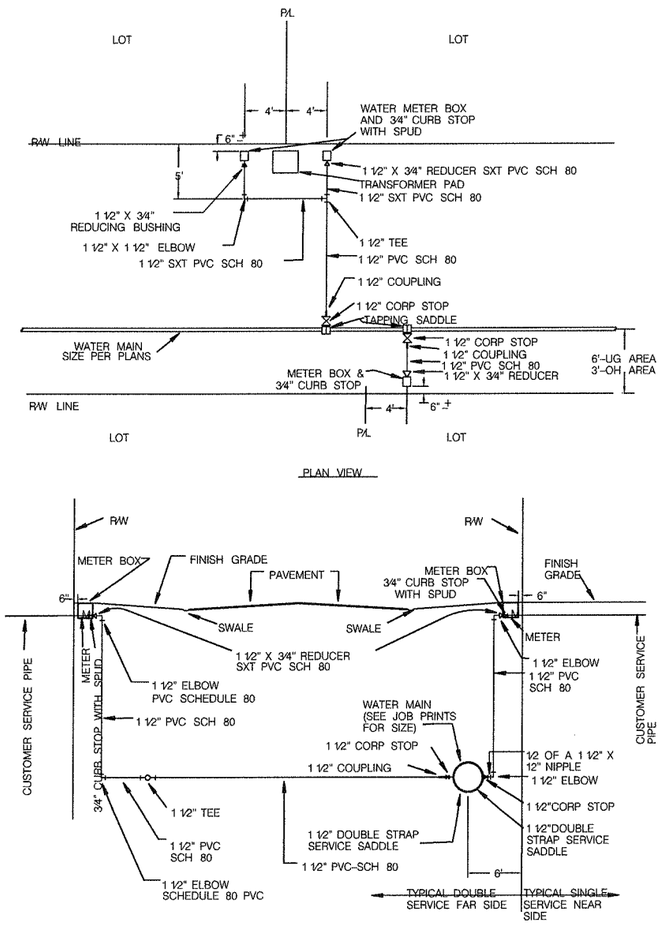
HIGHLAND 35, LLC

TREE REMOVAL/ RETENTION PLAN

Registered Professional

SHEET NO.
TREE-1
6 of 7
Issue Date
OCTOBER 2014
Project No.
14-10.22

$$FileName$$ $$Time$$ $$Date$$ $$Scale$$

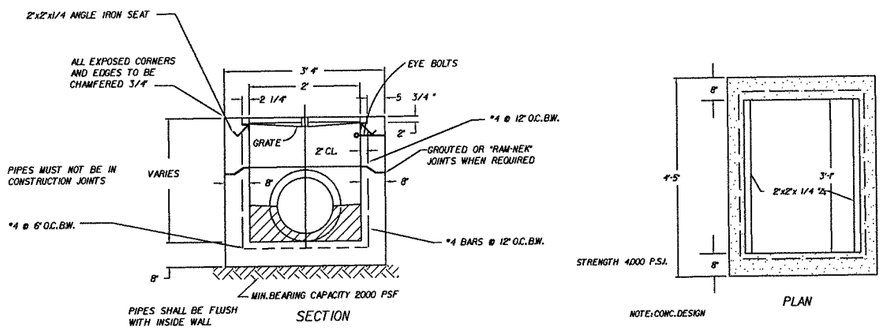


NTS

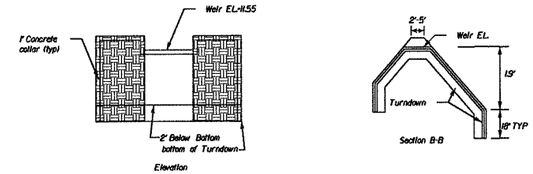
STATE ROAD- 1 1/2" CARRIER PIPE-4" BLACK IRON CASING FOR JACK AND BORE INSTALLATION.

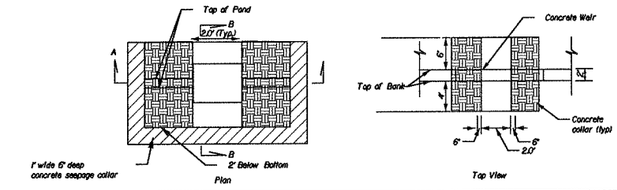
COUNTY AND CITY- 1 1/2" CARRIER PIPE- 3" PVC CASING FOR JACK AND BORE INSTALLATION.

TYPICAL WATER SERVICE LOCATIONS

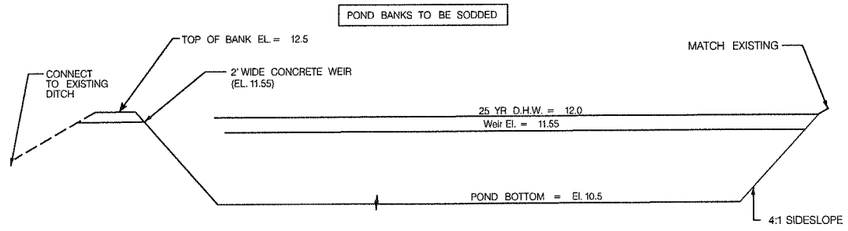


STORM SEWER TYPE "C" INLET





WEIR DETAIL



POND 1 CROSS SECTION AND DETAIL

No	By	Date	Revision
A	NG	12-2-14	Revised to adress SJRWMD comments

Scale:
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Gillette & Associates, Inc.
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Fernandina Beach, FL 32034

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FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819
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PLANTING HAMMOCK

HIGHLAND 35, LLC

MISCELLANEOUS DETAILS

Registered Professional

SHEET NO.
DT-1
7 of 7
Issue Date
OCTOBER 2014
Project No.
14-10.22

$$FileNames$$
$$times$$
$$Users$$
$$Docs$$

Print

Planning Advisory Board (PAB) - Submission #5893

Date Submitted: 9/2/2020

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

- [x] Zoning Map Amendment (â‰¤ 10 acres $1,000 / > 10acres $2,000)
- [x] Land Use Map Amendment (â‰¤ 10 acres $1,000 / > 10acres $2,000)
- [ ] LDC Text Amendment ($1,000)
- [ ] Comp Plan Amendment ($1,700)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $1,000 / > 20 units $1,600)
- [ ] Subdivision Plat â€“ Final ($850)
- [ ] Vacation of R.O.W. ($1,700)
- [x] Voluntary Annexation ($1,500)
- [ ] Revision to each PAB Application - To offset additional display ad fee ($400)

PAB 2020 - MEETING AND SUBMISSION DEADLINE CALENDAR

PAB 2020

IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:

- [ ] LDC Text Amendment â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [ ] Zoning Map Changes â€“ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

- [ ] A complete application filed at least thirty (30) days before the date of the Planning Advisory Boardâ€™s public hearing;
- [ ] Proof of Ownership (copy of deed or tax statement);
- [ ] A current survey of the property (no older than two years);
- [ ] If applying as an agent, Ownerâ€™s Authorization for Agent Representation form needs to be signed/ notarized and included in application;
- [ ] A detailed letter of intent stating the following:
- [ ] o The consistency of the proposed amendment(s) or action(s) with the Cityâ€™s Comprehensive Plan.
- [ ] o A justification for the proposed amendment(s) or action(s).

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†’ Map Search

Site Address*

Simmons Road - Plantation Hammock

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-044C-0001-0000; 00-00-30-044C-0002-0000; 00-00-30-044C-0003-0000; 00-00-30-044C-0004-0000; 00-00-30-044C-0005-0000; 00-00-30-044C-0006-0000; 00-00-30-044C-0007-0000; 00-00-30-044C-0008-0000; 00-00-30-044C-0009-0000; 00-00-30-0262-0006-0000; 00-00-30-044C-000A-0000

Lot*

various

Block*

various

Subdivision*

Plantation Hammock

Zoning District*

R-1

Future Land Use Designation*

Low Density Residential

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [x] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

various

Last Name*

various

Company (if applicable)

n/a

Mailing Address*

n/a

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

dmartin@fbfl.city

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Ownerâ€™s Authorization For Agent Representation form must be included

First Name

Dale

Last Name

Martin

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

dmartin@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

n/a

Summary of Request (more detailed information to be provided in required letter of intent)*

Voluntary Annexation, Future Land Use Map Amendment, Zoning Change for the following properties: 00-00-30-044C-0001-0000; 00-00-30-044C-0002-0000; 00-00-30-044C-0003-0000; 00-00-30-044C-0004-0000; 00-00-30-044C-0005-0000; 00-00-30-044C-0006-0000; 00-00-30-044C-0007-0000; 00-00-30-044C-0008-0000; 00-00-30-044C-0009-0000; 00-00-30-0262-0006-0000; 00-00-30-044C-000A-0000

Certification*

☑ By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.

☑ I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

9/2/2020

Upload Supporting Documentation*

Annexation_2020.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, November 17, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-33

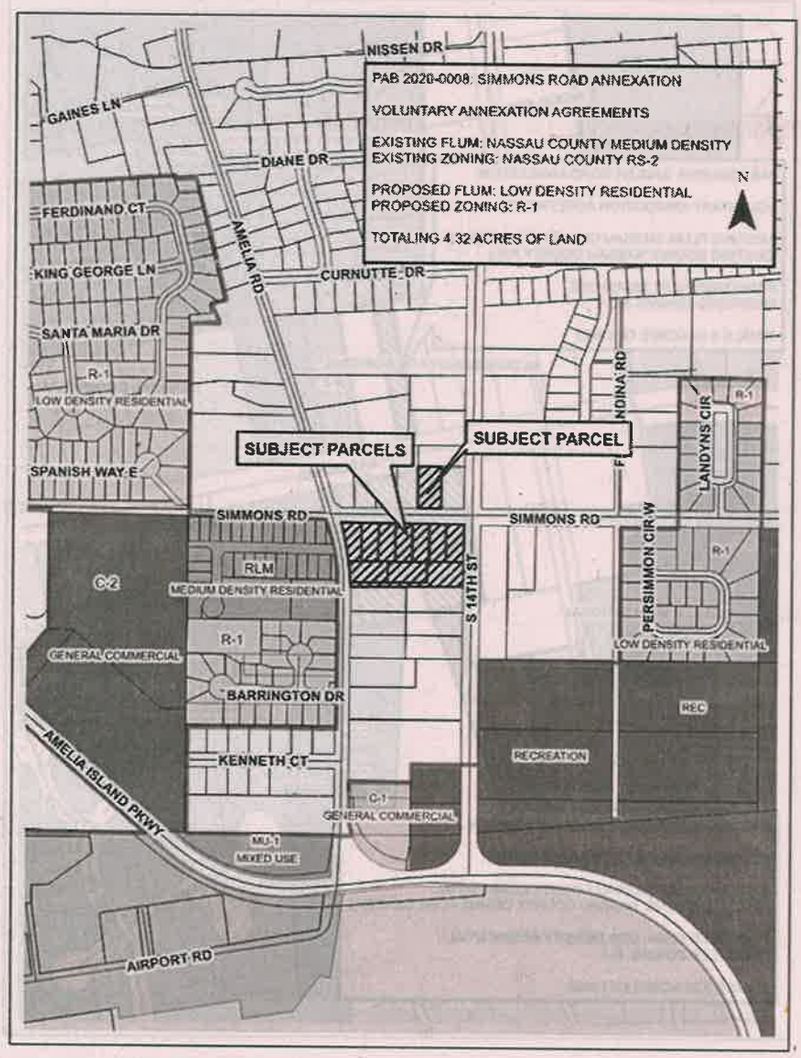
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 4.32 ACRES OF LAND LOCATED IN THE PLANTATION HAMMOCK SUBDIVISION ON SIMMONS ROAD BETWEEN S. 14TH STREET AND AMELIA ROAD AND 847 SIMMONS ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-34

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 4.32 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD AND PROPERTIES IN THE PLANTATION HAMMOCK SUBDIVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-35

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 4.32 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD AND PROPERTIES IN THE PLANTATION HAMMOCK SUBDIVISION; 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.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

November 4, 2020 News-Leader

CITY OF FERNANDINA BEACH
Office of the City Clerk

Caroline Best
cbest@fbfl.org

CERTIFIED MAIL

October 23, 2020

Board of Nassau County Commission
96135 Nassau Place, Suite #1
Yulee, FL 32097

RE: NOTICE OF ANNEXATION OF 4.32 ACRES OF LAND LOCATED IN PLANTATION HAMMOCK SUBDIVISION ON SIMMONS ROAD BETWEEN SOUTH 14TH STREET AND AMELIA ROAD AND 847 SIMMONS ROAD CONTIGUOUS TO THE CITY LIMITS

Honorable Commissioners:

In accordance with FS 171.044, please see the Notice of Public Hearing (attached) scheduled for Tuesday, November 17, 2020, at 6:00pm of an Ordinance of the City Commission of the City of Fernandina Beach annexing 0.61 acres of land as follows:

ORDINANCE 2020-33

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 4.32 ACRES OF LAND LOCATED IN THE PLANTATION HAMMOCK SUBDIVISION ON SIMMONS ROAD BETWEEN S. 14TH STREET AND AMELIA ROAD AND 847 SIMMONS ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If you have any questions regarding this annexation, please do not hesitate to let us know.

Sincerely,
City of Fernandina Beach

Kim Briley, MMC
Deputy City Clerk
Attachment(s)

cc: Taco Pope, Nassau County Manager
Kelly Gibson, Planning Manager
Tammi Bach, City Attorney
Thad Crowe, Director, Nassau County Department of Planning and Economic Development

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, November 17, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-33

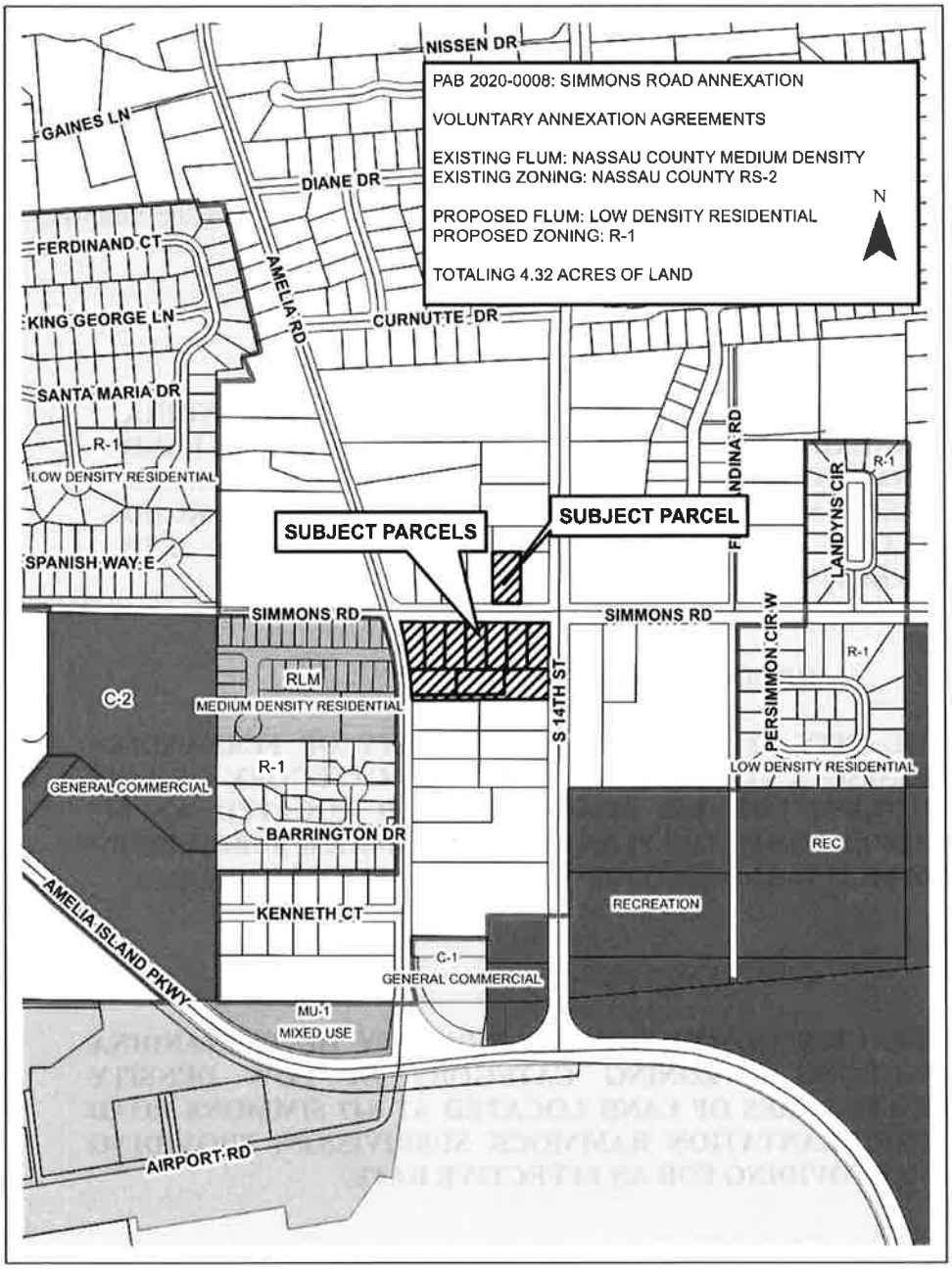
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 4.32 ACRES OF LAND LOCATED IN THE PLANTATION HAMMOCK SUBDIVISION ON SIMMONS ROAD BETWEEN S. 14TH STREET AND AMELIA ROAD AND 847 SIMMONS ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-34

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 4.32 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD AND PROPERTIES IN THE PLANTATION HAMMOCK SUBDIVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-35

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 4.32 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD AND PROPERTIES IN THE PLANTATION HAMMOCK SUBDIVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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Note:

Please run as a <u>DISPLAY</u> in the November 4, 2020 and November 11, 2020 editions 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

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-34
Future Land Use Map Change to Low Density Residential (LDR) for 4.32 acres of land.

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-34 at Second Reading.

SYNOPSIS: The City of Fernandina Beach requests annexation of eleven parcels of land located between Amelia Road and South 14th Street and along Simmons Road. These parcels became contiguous to the municipal limits in 2016 when the Aspire Phase II, Lakeside Reserve subdivision property was annexed into the City. Resolution 2014-154 approved extension of water services outside of the corporate limits of the City. This extension provided water to the nine lot Plantation Hammock subdivision on the south side of Simmons Road. Resolution 2018-182 approved extension of water services to the property located at 847 Simmons Road, lot 6 of the Glyndon Estates subdivision.
Assignment of the Low Density Residential (LDR) Future Land Use Map (FLUM) category and Low Density Residential (R-1) zoning district is requested for the subject properties. This designation is the is the most closely aligned with the Current Nassau County FLUM category and zoning district.

CITY ATTORNEY COMMENTS: No additional comments.

Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020



Submitted By: Nicole Bednar, Administrative Services Manager

Date: October 21, 2020

ORDINANCE 2020-34

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 4.32 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD AND PROPERTIES IN THE PLANTATION HAMMOCK SUBDIVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed and held a public hearing on September 9, 2020, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on August 26, 2020.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the future land use map changes. The properties identified for this change of the Future Land Use Map to City of Fernandina Beach Low Density Residential (LDR) for properties located and identified by map exhibit attached hereto as Exhibit "A".

SECTION 2. FUTURE LAND USE MAP CHANGE. For the property in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit "A":

- From Nassau County Residential Single Family 2 to City of Fernandina Beach Low Density Residential (LDR).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ADOPTED this 17th day of November, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

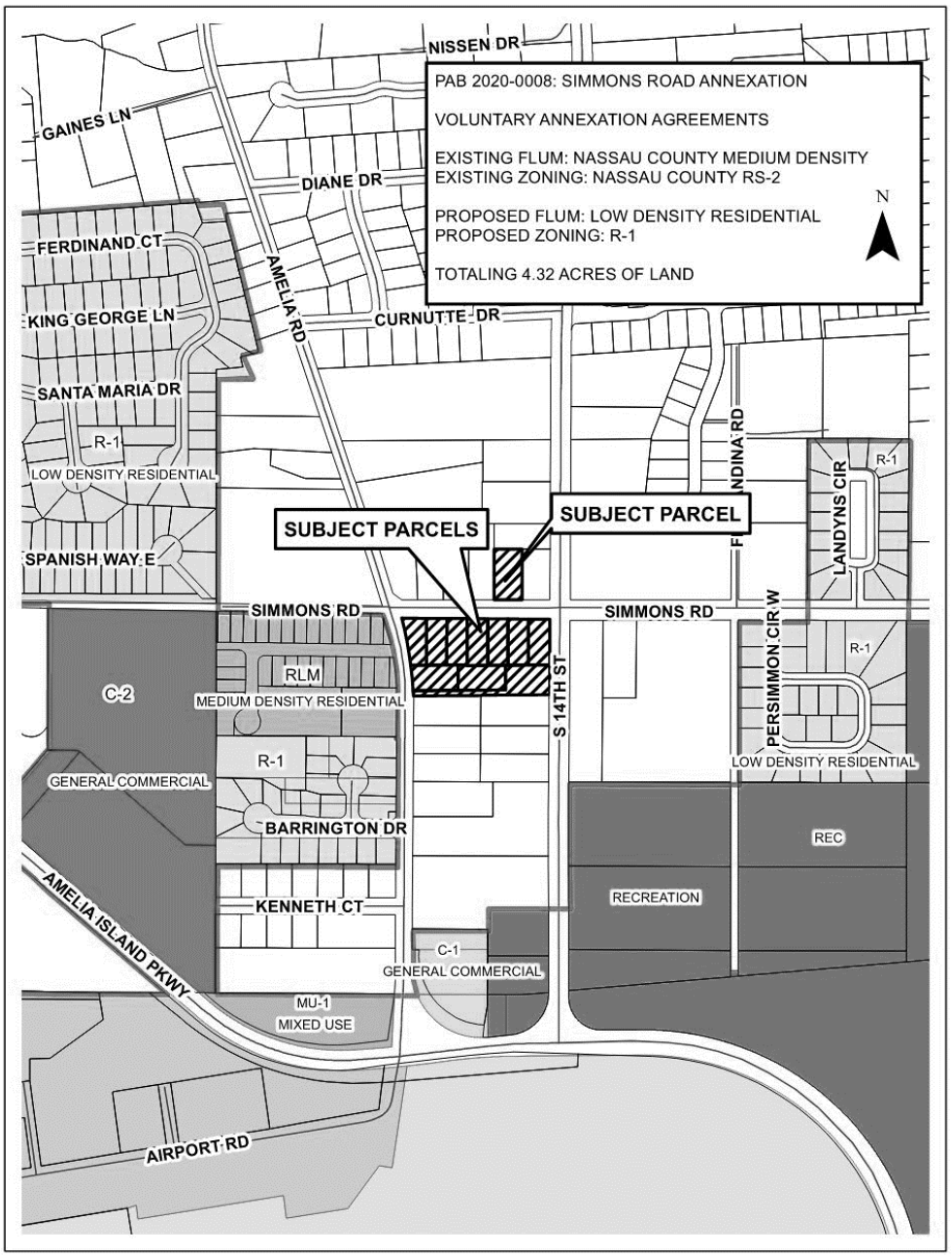
APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

EXHIBIT A

CITY OF FERNANDINA BEACH, REQUESTS ANNEXATION OF PROPERTIES LOCATED IN THE PLANTATION HAMMOCK SUBDIVISION LOCATED ON SIMMONS ROAD BETWEEN S. 14TH STREET AND AMELIEA 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.



STAFF REPORT
PAB 2020-0008 (AX, LU, CZ)
Planning Advisory Board Hearing
September 9, 2020

Jacob M. Platt
Senior Planner

APPLICATION FOR VOLUNTARY ANNEXATION, SMALL-SCALE FUTURE LAND USE AND ZONING MAP

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Various Property Owners				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Low Density Residential and, Zoning District of R-1				
LOCATION:	Simmons Road, between South 14th Street and Amelia Road				
CURRENT ZONING:	Nassau County Residential Single-Family 2				
CURRENT LAND USE:	Nassau County Medium Density				
EXISTING USES ON SITE:	Single Family Homes and one stormwater pond				
PROPERTY SIZE:	Approximately 4.32 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SFH Sites	Early 2000's	RS-2	MD
	South	SFH Sites	2011 & 2019	RS-2	MD
	East	Vacant Land	N/A	RS-2	MD
	West	SFH Sites	2019	RLM	MDR

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests annexation of eleven parcels of land located between Amelia Road and South 14th Street and along Simmons Road. These parcels became contiguous to the municipal limits in 2016 when the Aspire Phase II, Lakeside Reserve subdivision property was annexed into the City. Resolution 2014-154 approved extension of water services outside of the corporate limits of the City. This extension provided water to the nine lot Plantation Hammock subdivision on the south side of Simmons Road. Resolution 2018-182 approved extension of water services to the property located at 847 Simmons Road, lot 6 of the Glyndon Estates subdivision. Assignment of the Low Density Residential (LDR) Future Land Use Map (FLUM) category and Low Density Residential (R-1) zoning district is requested for the subject properties. This designation is the is the most closely aligned with the Current Nassau County FLUM category and zoning district.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The subject parcels are recently constructed single family homes and any development or redevelopment can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service required by the Comprehensive Plan.

CONCLUSION AND STAFF RECOMMENDATIONS:

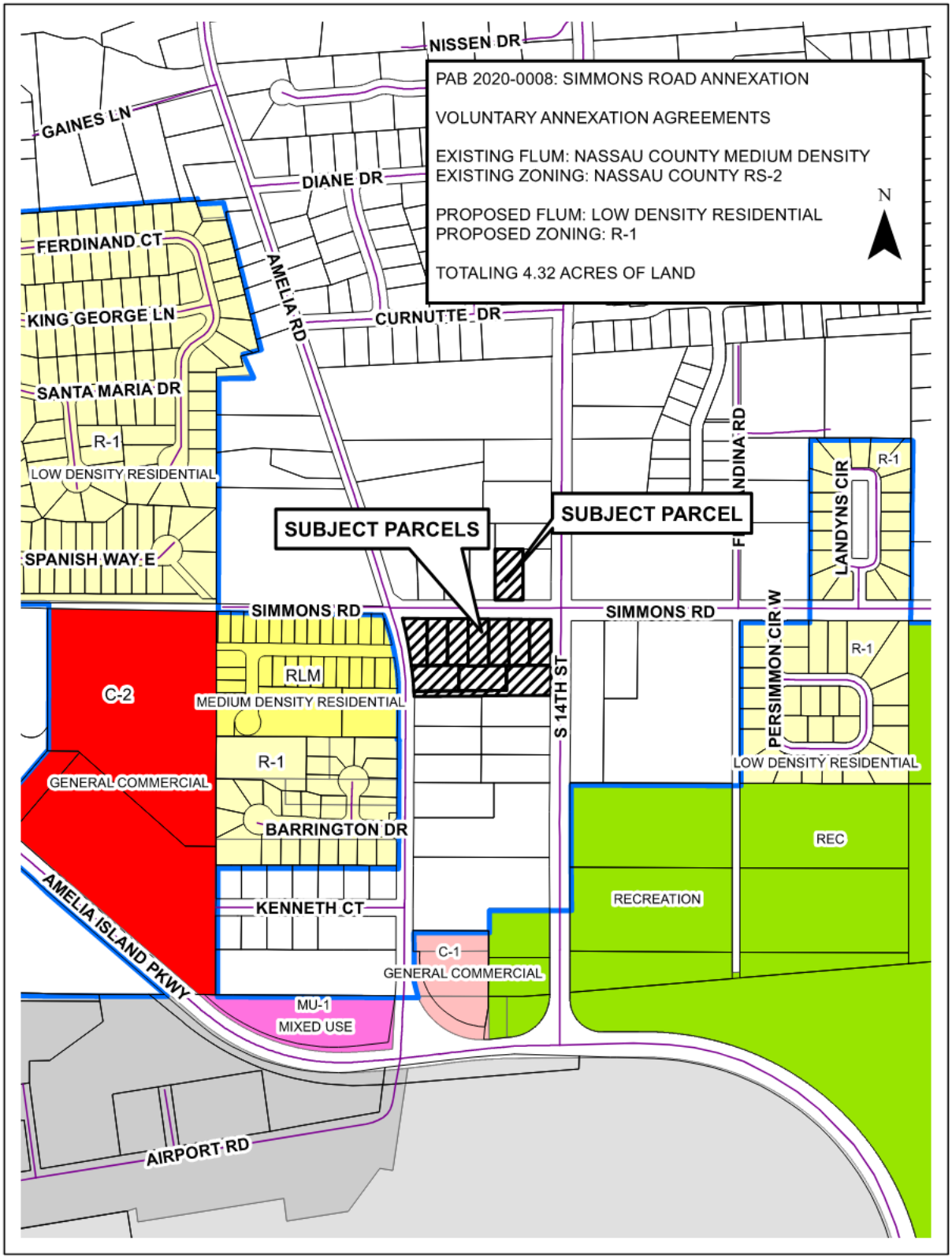
The requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the Low Density Residential FLUM category, and R-1 zoning district. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for October 20th, 2020.

Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 11.01.07	√

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2020-0008 to the City Commission requesting that a Voluntary Annexation, Assignment of the Low Density Residential land use category, and R-1 zoning district be **(approved or denied)** and that PAB case 2020-0008, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.


3008
2965
3020
815
821
833
847
3001
SIMMONS RD
804
812
820
828
836
842
850
76769
771
764768
770
PLANTATION HAMMOCK
PBK 8-104
3024
3026
AMELIA RD
3028
3101
3030
3113
3106
3116
3125
3118
3129
3124
3130
S 14TH ST


PAB 2020-0008: SIMMONS ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY MEDIUM DENSITY
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: LOW DENSITY RESIDENTIAL
PROPOSED ZONING: R-1
TOTALING 4.32 ACRES OF LAND
N
NISSEN DR
GAINES LN
DIANE DR
FERDINAND CT
KING GEORGE LN
AMELIA RD
CURNUTTE DR
SANTA MARIA DR
R-1
LOW DENSITY RESIDENTIAL
SPANISH WAY E
SUBJECT PARCELS
SUBJECT PARCEL
SIMMONS RD
SIMMONS RD
C-2
GENERAL COMMERCIAL
RLM
MEDIUM DENSITY RESIDENTIAL
R-1
BARRINGTON DR
KENNETH CT
AMELIA ISLAND PKWY
S 14TH ST
C-1
GENERAL COMMERCIAL
MU-1
MIXED USE
AIRPORT RD
FERNANDINA RD
LANDYNS CIR
R-1
PERSIMMON CIR W
R-1
LOW DENSITY RESIDENTIAL
REC
RECREATION

14

Inst: 201845039263 Date: 12/21/2018 Time: 11:07AM
Page 1 of 14 B: 2244 P: 1910, Doc Type: UNK
John A. Crawford, Clerk of Court, Nassau County,
By: TP, Deputy Clerk

RESOLUTION 2018-182

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.50 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Theodore and Melody Mandrick, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.50 acres located at 847 Simmons Road (Parcel ID Number: 00-00-30-0262-0006-0000); and

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

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

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

SECTION 1. The City Commission hereby authorizes the extension of water services to the property owners identified, whose property is located outside the corporate limits of the City at 847 Simmons Road and noted as parcel 00-00-30-0262-0006-0000, and approves the Voluntary Annexation Petition, attached hereto as Exhibit "1".

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

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

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

ADOPTED this 18th day of December, 2018.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner - Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

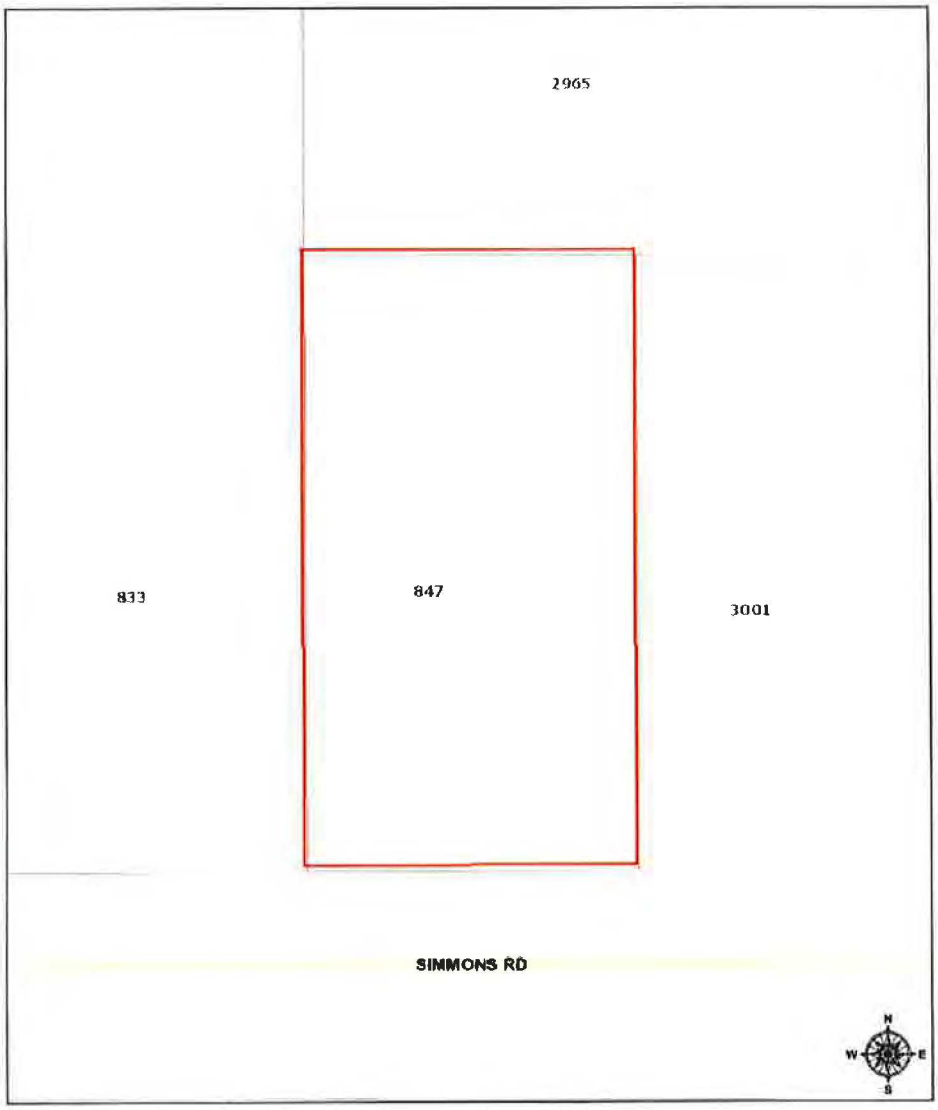
APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

RESOLUTION 2018-182
EXHIBIT "A"

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF PARCEL ID NUMBER: 00-00-30-0262-0006-0000 LOCATED AT 847 SIMMONS ROAD TOTALING APPROXIMATELY 0.50 ACRES OF LAND

847 Simmons Road- Voluntary Annexation



November 15, 2018

1:564

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

OFFICE USE ONLY	
REC'D: KG	BY: 11/15/18
PAYMENT: $ ✓ 300	TYPE:
APPLICATION #:	
CASE #:	
CC MEETING DATE: 12/18/18	

WATER/SEWER &VOLUNTARY ANNEXATION APPLICATION

APPLICANT INFORMATION

Owner Name: Theodore + Melody Mandrick

Mailing Address: 847 Simmons Rd, Fernandina Beach, FL 32034

Telephone: 904-321-7134 Fax:

Email: mandrick+@yahoo.com

Agent Name:

Mailing Address:

Telephone: Fax:

Email:

PROPERTY INFORMATION

Street Address: 847 Simmons Rd

Parcel Identification Number(s): 00-00-30-0262-0006-0000

PROJECT INFORMATION

Total Number of Lots/Parcels: 1

Less than One (1) acre Sq. Footage: 21,782.69 One (1) Acre or Greater:

Existing Zoning Classification: RS-2

Existing Future Land Use Classification: Medium density

Description of Request: Request for water services

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

11/15/18
Date

Theodore Mendrick
Melody Mendrick
Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

HARRIET DAVIS
MY COMMISSION # GG86124
EXPIRES. March 22, 2021

Subscribed and sworn to before me this 15 day of Nov, 2018.

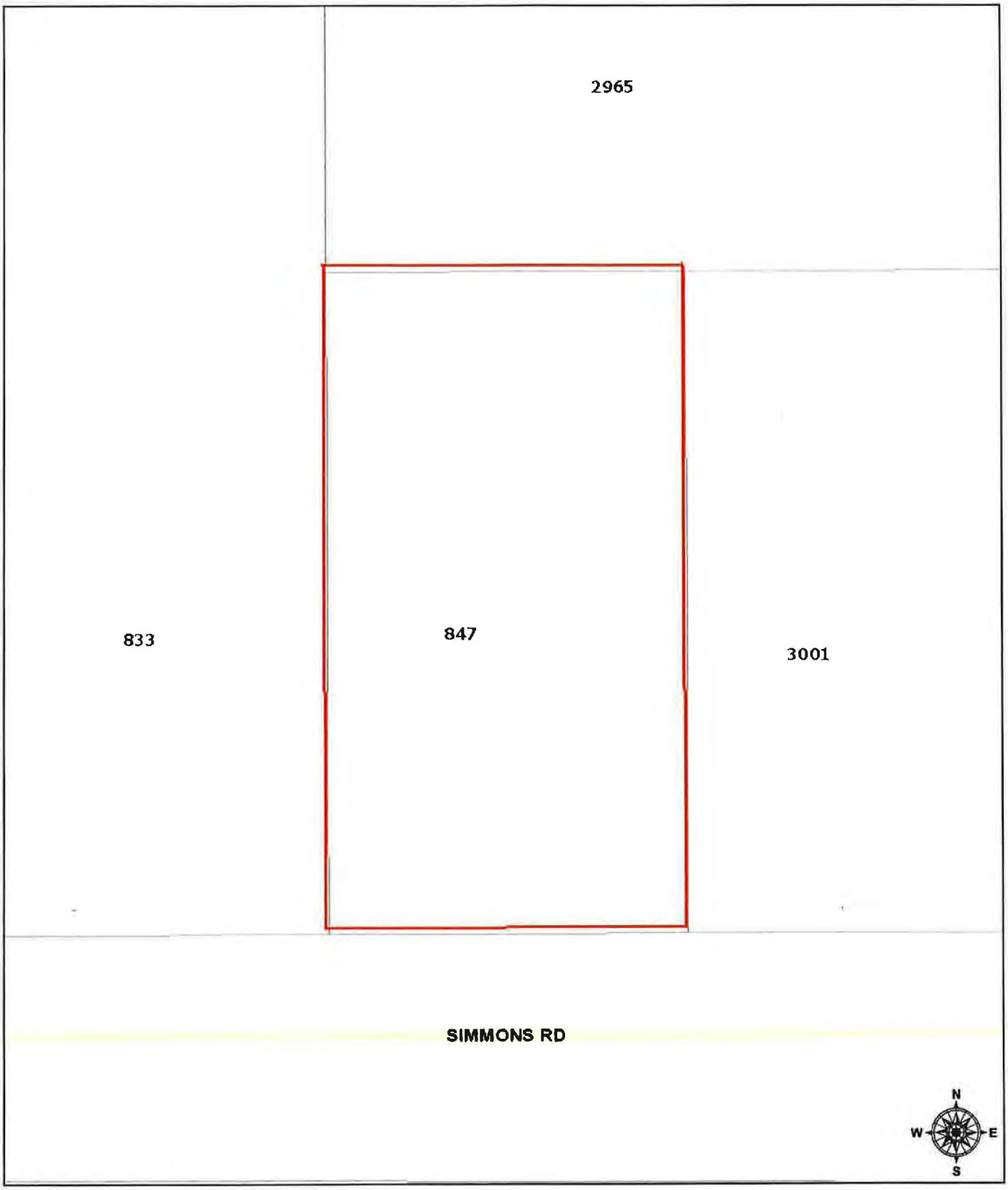
Harriet Davis
Notary Public: Signature

Harriet Davis
Printed Name

3/22/21
My Commission Expires

Personally Known _____ OR Produced Identification ✓ ID Produced: FL DL

847 Simmons Road- Voluntary Annexation



November 15, 2018

1:564

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 15th day of November, 2018 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Theodore & Melody Mandrick (hereinafter collectively referred to as the "Applicants").

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

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

PARCEL ID#: 00-00-30-0262-0006-0000

GENERALLY DESCRIBED AS: Lot 6 in OR 751/1652 & OR 1852/1538 Glyndon Estates PB 5/366

ADDRESSED AS: 847 Simmons Road

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

DALE L. MARTIN
City Manager

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: _____
Applicant

By: _____
Applicant

STATE OF FLORIDA
COUNTY OF Nassau

HARRIET DAVIS
MY COMMISSION # GG86124
EXPIRES: March 22, 2021

Sworn and subscribed before me this 15 day of Nov, 2018.

Harriet Davis
Signature of Notary
My Commission Expires:
Type of Identification Produced FL DL

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

NASSAU | A. Michael Hickox, CFA, Cert.Res.RD1941 Nassau County Property Appraiser

OWNER NAME	ROSS GARY H	**PARCEL NUMBER**	00-00-30-0262-0006-0000
MAILING ADDRESS	58240 COOPERS NECK RD	**TAX DISTRICT**	UNINCORPORATED MIDDLE ISLAND (DISTRICT 8)
		MILLAGE	15.3904
		PROPERTY USAGE	SINGLE FAMILY
	HILLIARD, FL 32046	**DEED ACRES**	0
LOCATION ADDRESS	847 SIMMONS RD	**HOMESTEAD**	N
	FERNANDINA BEACH 32034	**PARCEL MAP RECORD**	MAP THIS PARCEL
SHORT LEGAL	LOT 6 IN OR 751/1652 & OR 1852/1538 GLYNDON ESTATES PB 5/366	**TAX COLLECTOR SEARCH**	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

2018 Certified Values

JUST VALUE OF LAND	$75,000
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$102,602
TOTAL MISC VALUE	$5,531
JUST OR CLASSIFED TOTAL VALUE	$183,133
ASSESSED VALUE	$183,133
EXEMPT VALUE	$0
TAXABLE VALUE	$183,133

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC TWN RNG
SFR 000100	1	LT	3-2N-28

Building Information

TYPE	TOTAL AREA	HEATED AREA	BED ROOMS	BATHS	PRIMARY EXTERIOR	SECONDARY EXTERIOR	HEATING	COOLING	ACTUAL YEAR BUILT	BUILDING SKETCH
SINGLE FAM	2,591	1,759	3	2	AVERAGE	ABOVE AVG.	AIR DUCTED	FORCED AIR	1996	SHOW SKETCH

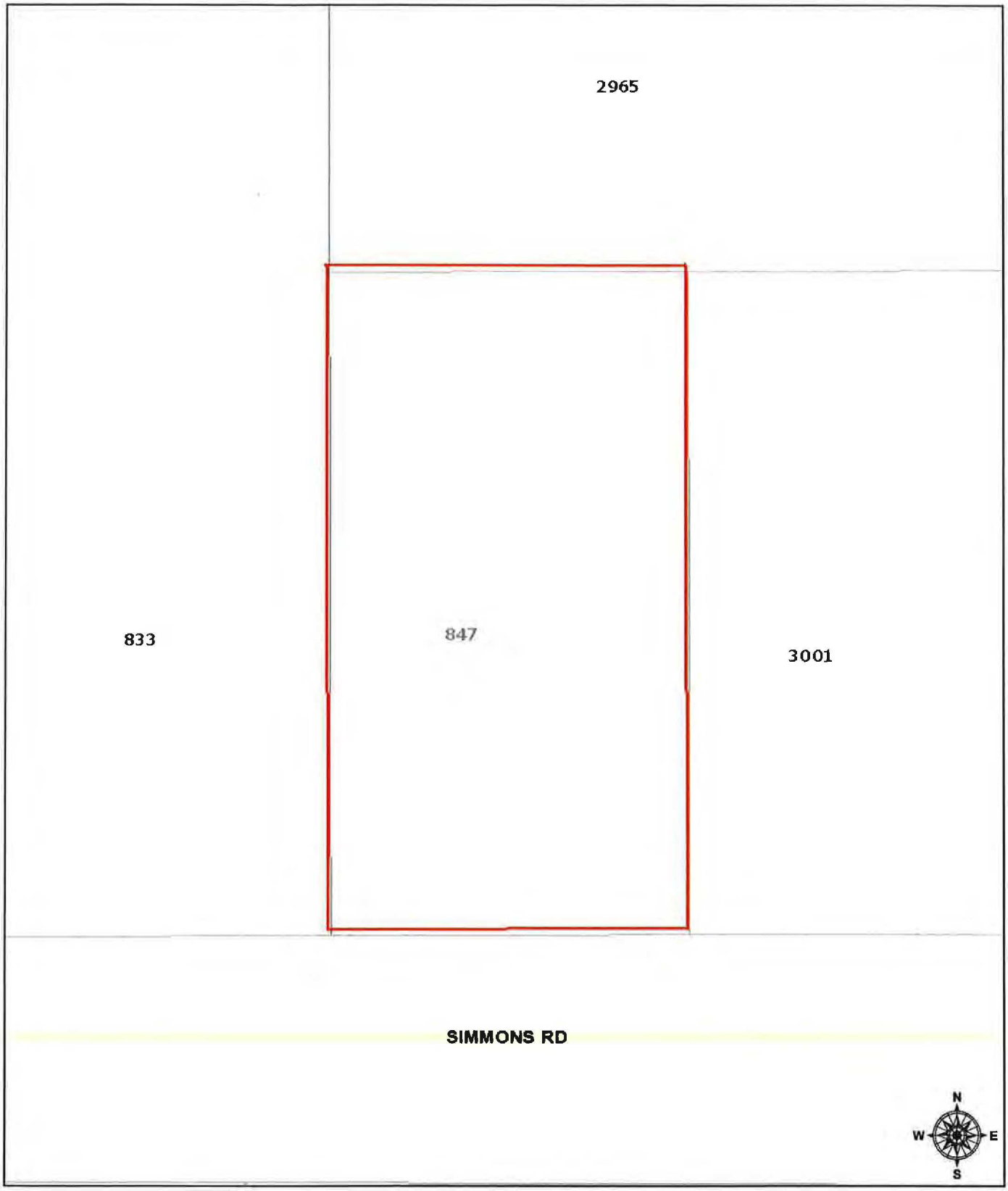
Miscellaneous Information

DESCRIPTION	DIMENSIONS L x W	UNITS	YEAR BUILT
CONCRETE C	0 X 0	1899	1996
CONCRETE C	0 X 0	159	1996
CONCRETE A	0 X 0	12	1996
FP-1-SG-AV	0 X 0	1	1996

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
04/25/2013	1852/1538	1852/1538	100	QC	U	Y	ROSS BARBARA TRAPP	ROSS GARY H
02/16/1996	751/1652	751/1652	20500	PR	Q	N	DAVIS CLYDE W P/R	ROSS GARY & BARBARA

847 Simmons Road- Voluntary Annexation



November 15, 2018

1:564

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand)

When recorded, return to:
Hamilton Group Funding, Inc.
Attn: Final Document Department
1551 Sawgrass Corporate PKWY, Suite 300
Sunrise, FL 33323

This document was prepared by:
Hamilton Group Funding, Inc.
1551 Sawgrass Corporate PKWY, Suite 300
Sunrise, FL 33323
954-241-2800

Title Order No.: 18-784

LOAN #: 1809091075

[Space Above This Line for Recording Data]

MORTGAGE

FHA Case No.
091-6595320-703-203B

MIN: 1005077-2012090023-7

MERS PHONE #: 1-888-679-6377

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.
(A) "Security Instrument" means this document, which is dated **November 9, 2018,** together with all Riders to this document.
(B) "Borrower" is **THEODORE D MANDRICK AND MELODY S MANDRICK, HUSBAND AND WIFE, AND JOHN M MANDRICK, A MARRIED MAN.**

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is **Hamilton Group Funding, Inc..**

Lender is **a Florida Corporation,** organized and existing under the laws of **Florida.**
Lender's address is **1551 Sawgrass Corporate PKWY, Suite 300, Sunrise , FL 33323**

(E) "Note" means the promissory note signed by Borrower and dated **November 9, 2018.** The Note states that Borrower owes Lender **THREE HUNDRED THOUSAND ONE HUNDRED SIXTY TWO AND NO/100***

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the **County** of **Nassau**
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

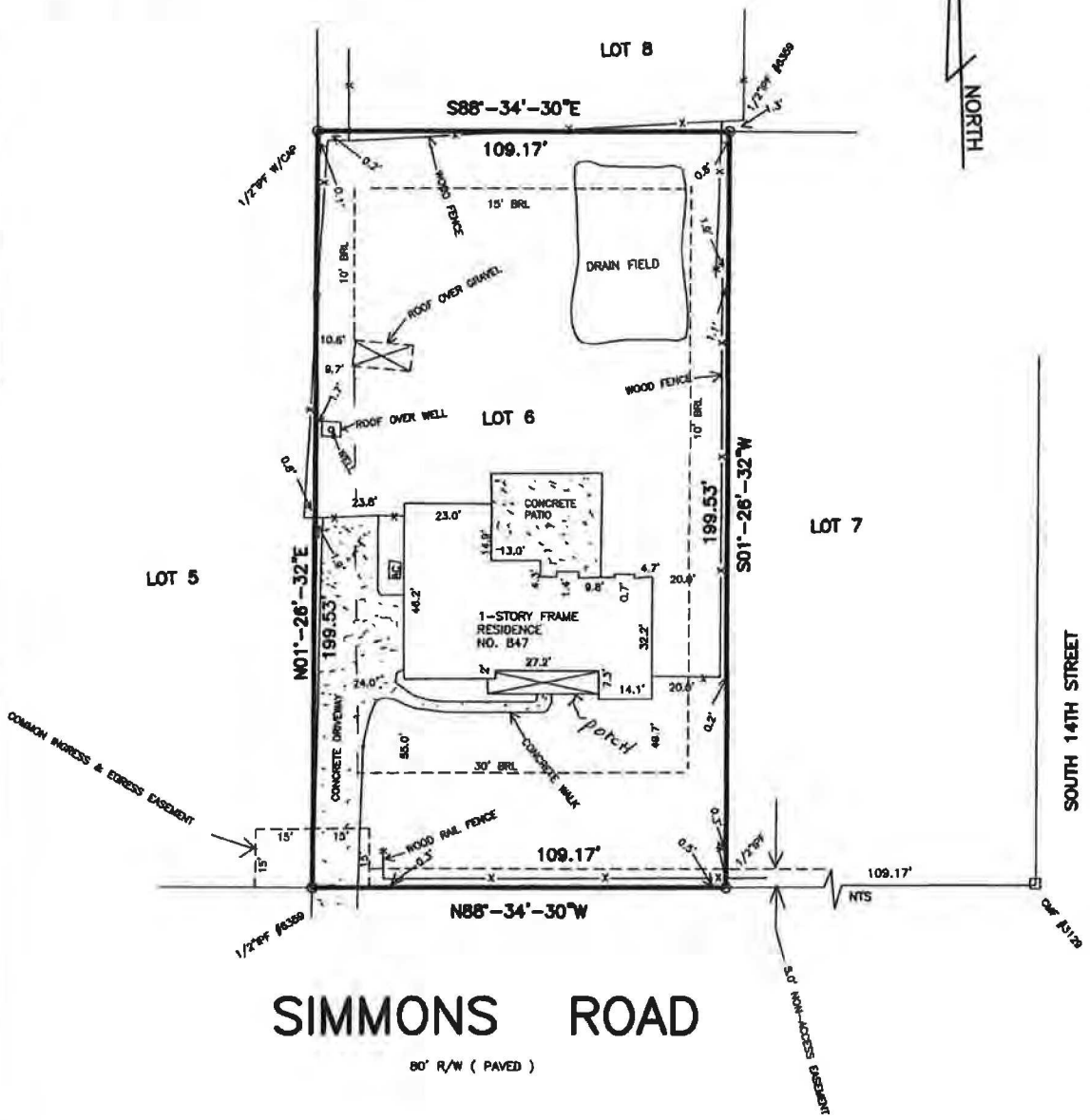
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 00-00-30-0262-0006-0000

which currently has the address of **847 Simmons Rd, Fernandina Beach,**
[Street] [City]
Florida **32034** ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

MAP SHOWING BOUNDARY SURVEY OF
LOT 6, GLYNDON EASTATES,
AS RECORDED IN PLAT BOOK 5, PAGE 366,
OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

CERTIFIED TO:
THEODORE MANDRICK AND MELODY MANDRICK,
HAMILTON GROUP FUNDING,
FIRST AMERICAN TITLE INSURANCE CO.
ANDREA F. LENNON, P.A.



SIMMONS ROAD

80' R/W (PAVED)

COASTAL LAND SURVEYORS

& MAPPERS, INC.
34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL. 904-261-6650 FAX 904-277-6650

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR CHAPTER 180-7, GEORGIA STATUTES.

LICENSED BUSINESS NO. 6412

JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

BEARINGS BASED ON PLAT OF RECORD

PROPERTY SHOWN HEREON LIES WITHIN
FLOOD ZONE X AS SHOWN ON
FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120170 PANEL NO. 0377G
DATED 9/2/17

DATE OF SURVEY: NOVEMBER 8, 2018
SCALE 1"=30'
JOB NO. 1811-08 F.B. 348

CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.

LEGEND:

IRON PIPE FOUND - IPF	POWER LINE ----P----
IRON PIPE SET - IPS	PLAT - P.
RE/BAR FOUND - RBF	FIELD MEASURED - FM.
NOT TO SCALE - NTS	RECORD - R. DEED - D.
BUILDING RESTRICTION LINE - BRL	POWER POLE - PP
CONCRETE MONUMENT FOUND - CMF	CONCRETE - CONC.
STAINLESS STEEL PIPE FOUND - SSPF	FENCE ----X----
RIGHT-OF-WAY - R/W	RIGHT-OF-WAY - R/W
POINT OF CURVE - PC POINT OF TANGENCY - PT	POINT OF REVERSE CURVE - PRC
CENTERLINE - ℄ OFFICIAL RECORDS BOOK - O.R.B.	

RESOLUTION 2014-154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE (1) PARCEL TOTALING 4.3 ACRES LOCATED AT SIMMONS ROAD; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners William and JoNell Jensen have completed the City of Fernandina Beach Voluntary Annexation Petition / Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one (1) parcel containing approximately 4.3 acres located at Simmons Road (Parcel ID Number: 00-00-30-044A-0004-0000); and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, at its meeting duly called and assembled that:

SECTION 1. The City Commission hereby authorizes the extension of water services to the property owner identified, whose property is located outside the corporate limits of the City at Simmons Road and noted as Parcel 00-00-30-044A-0004-0000, and approves the Voluntary Annexation Petition, attached hereto as Exhibit "1".

SECTION 2. The City Commission authorizes 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 this 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 5th day of November, 2014.

CITY OF FERNANDINA BEACH

Edward E. Boner
Mayor - Commissioner

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

When Recorded Return To:
City Clerk's Office
204 Ash Street
Fernandina Beach, Fla. 32034

Resolution 2014-154
Exhibit "1"

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this _____ day of _____, 2014 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and William and Jovell Jensen (hereinafter collectively referred to as the "Applicants").

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

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

PARCEL ID#: 00-00-30-044A-0004-0000

GENERALLY DESCRIBED AS: 3-2N-28 LOT 4 EX S-1 OR 242/269 EX R/W OR 341/327 & R/W IN OR 372/532

ADDRESSED AS: Simmons Road

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.

INSTR # 201429167, Book 1946, Page 780
Pages 11
Doc Type AGR, Recorded 11/07/2014 at 12:01 PM,
John A Crawford, Nassau County Clerk of Circuit C

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

JOE GERRITY
City Manager

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

X By: William P. Jensen
Applicant

By:_____
Applicant

STATE OF FLORIDA
COUNTY OF Nassau

Sworn and subscribed before me this 14 day of October, 2014.

Tricia D Bowen
Signature of Notary
My Commission Expires: 4/12/18
Type of Identification Produced Personally Known

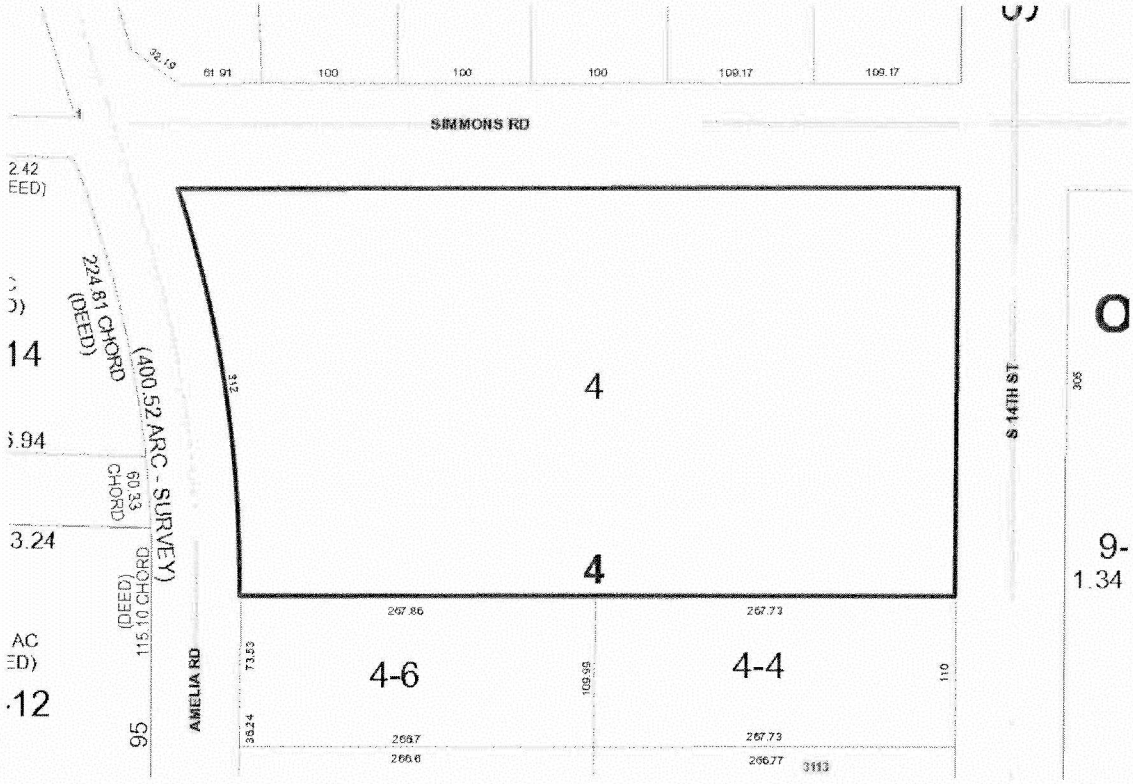
TRICIA D BOWEN
Notary Public - State of Florida
My Comm. Expires Apr 12, 2018
Commission # FF 060654

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

Nassau County Property Appraiser's Office

A. Michael Hickox, Cert.Res.RD1941 - Property Appraiser



Full Parcel Report

Parcel ID:	00-00-30-044A-0004-0000
Calculated Acreage:	3.80
Deed Acreage:	0.00
Property Use	VACANT

Ownership Information

Name	JENSEN WILLIAM P & JO NELL
Mailing Address	3008 TIPPS DR
	NEDERLAND, TX 776276755
Situs/Physical Address	SIMMONS RD

Values

Land Value	$193,500.00
Ag Land Value	$0.00
Building Value	$0.00
Misc Value	$0.00
Just Value	$193,500.00
Assessed Value	$156,090.00

Last 2 Sales

Date	Price	Vacant?	Qual
19760101	$20,000.00	Y	Q
19740101	$50,000.00	Y	Q

A. Michael Hickox
Cert. Res. RD1941
Nassau County Property Appraiser

THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. NEITHER NASSAU COUNTY, ITS MUNICIPALITIES, NOR THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE ASSUMES RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HERON. THIS IS NOT A SURVEY.

N W E S

Printed: Friday, September 26, 2014

OWNER NAME	JENSEN WILLIAM P & JO NELL	PARCEL NUMBER	00-00-30-044A-0004-0000
MAILING ADDRESS	3008 TIPPS DR	TAX DISTRICT	UNINCORPORATED ISLAND (DISTRICT 5)
		MILLAGE	15.1056
		PROPERTY USAGE	VACANT RESIDENTIAL
	NEDERLAND, TX 776276755	DEED ACRES	4.3
LOCATION ADDRESS	SIMMONS RD	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	3-2N-28 LOT 4 EX S-1 OR 242/269 EX R/W OR 341/327 & R/W IN OR 372/532	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK PROPERTY RECORD CARD (PDF)

2014 Preliminary Values - Subject to Change

JUST VALUE OF LAND	$193,500
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$0
TOTAL MISC VALUE	$0
JUST OR CLASSIFED TOTAL VALUE	$193,500
ASSESSED VALUE	$156,090
EXEMPT VALUE	$0
TAXABLE VALUE	$156,090

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
SFR ACRES 000115	4	AC	5-2N-28

Building Information

There is no Building information for this record.

Miscellaneous Information

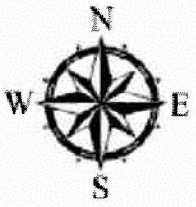
There is no Miscellaneous Information for this record.

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
01/01/1976	221/146	221/146	20000	WD	Q	N		
01/01/1974	160/523	160/523	50000	WD	Q	N		



00-00-30-044A-0004-0000



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. NEITHER NASSAU COUNTY, ITS MUNICIPALITIES, NOR THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREIN. THIS IS NOT A SURVEY.

Printed: Oct 15, 2014

OFFICE USE ONLY

REC'D: 10/14/14 BY: adl

PAYMENT: $ 300.00 TYPE: CK #1757

APPLICATION #: 2014-0001343

CASE #: AX 2014-03

CC MEETING DATE: 11/4/14

WATER/SEWER & VOLUNTARY ANNEXATION APPLICATION

APPLICANT INFORMATION

Owner Name: William P & JoNell Jensen

Mailing Address: 3008 Tipps Drive Nederland, Texas 77627

Telephone: 409-727-2848 Fax: N/A

Email:

Agent Name: Gillette & Associates, Inc

Mailing Address: 20 South 4th Street Fernandina Beach, FL 32034

Telephone: 261-8819 Fax: 261-9905

Email: nicki@gillettassociates.com

PROPERTY INFORMATION

Street Address: Simmons Road

Parcel Identification Number(s): 00-00-30 044A-0004-0000

PROJECT INFORMATION

Total Number of Lots/Parcels: 1

Less than One (1) acre Sq. Footage: N/A One (1) Acre or Greater: 3.8

Existing Zoning Classification: RS-2

Existing Future Land Use Classification: Medium Density

Description of Request: Water service connection to a 9 lot single family residential subdivision. Subject property is not contigous.

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

Oct. 6, 2014 — Date

X William F. Jensen — Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

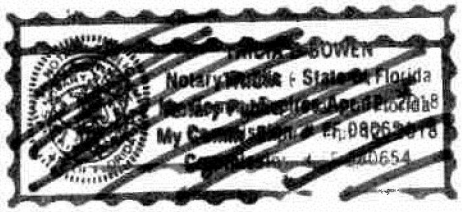
Subscribed and sworn to before me this 14 day of October, 2014.

Tricia D Bowen — Notary Public: Signature

Tricia D Bowen — Printed Name

4/12/18 — My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____





Gillette & Associates, Inc.

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

AGENT AUTHORIZATION

I, WILLIAM P. JENSEN, of NEDERLAND, TX. the owner of the following property(s) do hereby authorize, Gillette & Associates, Inc., to act as my Agent in conjunction with all site plan applications, concurrency applications, preliminary plat applications, and any other Local, State and/or Federal development permits necessary for development of the following property, without any further notice.

Location: Simmons Road

Parcel No.: 00-00-30-044A-0004-0000

William P. Jensen — *Signature*

08-08-2014 — *Date*

409-727-2848 — *Telephone Number*

STATE OF FLORIDA
COUNTY OF Nassau

Subscribed and sworn to before me this 8th day of July, 2014.

Who is personally known to me ✕ or has produced identification _____

Tricia D Bowen — Notary Public: Signature

TRICIA D. BOWEN — Printed Name

My Commission Expires: 04/12/2018.

TRICIA D BOWEN
Notary Public - State of Fl
My Comm. Expires Apr 12, 2018
Commission # FF 080654

20 South 4th Street • Amelia Island, Florida 32034 Phone: (904) 261-8819 Fax: (904) 261-9905

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014-154
Water Services Request and Voluntary Annexation Petition – Simmons Road

SCANNED KB

DEPARTMENT: Community Development Department

ATTACHMENTS: ___ Ordinance _X_ Resolution
___ Support Documents ___ Other

RECOMMENDED ACTION: Approve Resolution 2014-154 authorizing the extension of water services and execution of the voluntary annexation petition for Simmons Road Parcel ID 00-00-30-044A-0004-0000.

SUMMARY: William and JoNell Jensen have submitted an application for water services outside the municipal limits. In accordance with Municipal Code Sections 82-44 and 82-403, this application is also accompanied by a petition for voluntary annexation. The application applies to a 4.3 acre parcel located on Simmons Road (Parcel ID 00-00-30-044A-0004-0000). This property is vacant; it is not currently contiguous to the City limits.

Action on this application will not immediately annex the subject property; approval of this Resolution will authorize extension of water utilities to serve the property and will approve the voluntary annexation petition. The property will not be annexed until such time as it is contiguous to City limits.

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

CITY ATTORNEY COMMENTS: No additional comments.

DEPARTMENT HEAD	Submitted by: Adrienne Burke AB Community Development Director	Date: 10/15/14
	Requested Agenda	Date: 11/5/14
FINANCE DEPARTMENT	Approved as to Budget Requirements DHC	Date: 10/17/14
CITY ATTORNEY	Approved as to Form & Legality TEB	Date: 10/16/14
CITY MANAGER	Approved Agenda Item for 11/5/14	Date: 10/16/14

COMMISSION ACTION:
_X_ Approved As Recommended ___ Disapproved
___ Approved With Modification ___ Postponed to Time Certain
___ Other ___ Tabled

Approved at the City Commission Meeting
Held on: 11/5/14
Voted: Initial: KB

INSTR # 201506772, Recorded 03/10/2015 at 03:02 PM, John A Crawford, Clerk of Courts, Nassau County,

"PLANTATION HAMMOCK"

A REPLAT OF A PORTION OF LOT 4, OCEAN BREEZE SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. BEING A PORTION OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

PLAT BOOK 8 PAGE 104

SHEET 1 OF 2 SHEETS

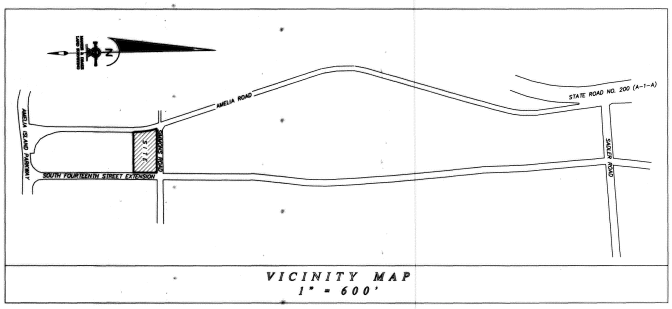
CFN# 201506772

CAPTION:

A PORTION OF LOT 4, "OCEAN BREEZE SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING A PORTION OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SIMMONS ROAD (AN 80-FOOT RIGHT-OF-WAY) WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH FOURTEENTH STREET EXTENSION (AN 80-FOOT RIGHT-OF-WAY); THENCE SOUTH 01°53'25" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE SAID SOUTH FOURTEENTH STREET EXTENSION, A DISTANCE OF 288.90 FEET; THENCE NORTH 89°32'00" WEST, A DISTANCE OF 535.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD (A 50-FOOT RIGHT-OF-WAY BY USAGE), SAID POINT BEING ON A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1481.31 FEET; THENCE NORTHWESTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'24", AN ARC DISTANCE OF 308.19 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°38'41" WEST AND CHORD DISTANCE OF 308.61 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SIMMONS ROAD, AFOREMENTIONED; THENCE SOUTH 89°34'30" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 582.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.82 ACRES, MORE OR LESS.



VICINITY MAP
1" = 600'

TITLE CERTIFICATION

WE, First American Title Insurance Co., A TITLE COMPANY, DO HEREBY CERTIFY THAT WE HAVE SEARCHED THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AS TO THE TITLE TO THE HEREON DESCRIBED PROPERTY AND WE HEREBY CERTIFY THAT THE TITLE TO THE PROPERTY IS VESTED IN Simmons B, LLC THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THE PROPERTY IS NOT ENCUMBERED BY ANY MORTGAGES OR OTHER ENCUMBRANCES OTHER THAN SHOWN HEREON AND THAT ALL EASEMENTS OF RECORD ARE SHOWN.

Mike Wood Jr.
TITLE COMPANY REPRESENTATIVE

CHIEF OF FIRE-RESCUE CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE CHIEF OF FIRE-RESCUE OF NASSAU COUNTY, FLORIDA

THIS 11 DAY OF February A.D. 2015.

CHIEF OF FIRE-RESCUE

COUNTY TAX COLLECTOR CERTIFICATE

TAX IDENTIFICATION NUMBER 00-00-30-0AA-0004-0000

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT.

SIGNED THIS 11th DAY OF February A.D. 2015.

TAX COLLECTOR
NASSAU COUNTY, FLORIDA

DIRECTOR OF ENGINEERING SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMINED AND APPROVED BY THE DIRECTOR OF ENGINEERING SERVICES OF NASSAU COUNTY, FLORIDA.

THIS 24 DAY OF February A.D. 2015.

DIRECTOR OF ENGINEERING SERVICES

COMMISSION APPROVAL CERTIFICATE

EXAMINED AND APPROVED THIS 9th DAY OF March A.D. 2015 BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA.

COMMISSION CHAIRMAN

OFFICE OF THE COUNTY ATTORNEY

APPROVED FOR THE RECORD, THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN SIGNED AND APPROVED BY THE NASSAU COUNTY ATTORNEY, THIS 3rd DAY OF March A.D. 2015

OFFICE OF THE COUNTY ATTORNEY

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177 OF FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK 8 PAGE 104 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THIS 10th DAY OF March A.D. 2015.

CLERK OF THE CIRCUIT COURT

COPYRIGHT © 2015 BY MANZIE AND DRAKE LAND SURVEYING

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.s) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7), AND THAT PERMANENT CONTROL POINTS (P.C.P.s) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS 6th DAY OF February A.D. 2015.

MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE NO. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

CERTIFICATE OF REVIEW BY COUNTY EMPLOYED / CONTRACTED SURVEYOR / MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM A DULY LICENSED SURVEYOR AND MAPPER IN THE STATE OF FLORIDA, AND THAT I AM ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FORMAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, F.S. IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING / MAPPING REPORTED HEREON.

2/18/15
SURVEYOR / MAPPER DATE

PRINT NAME: CHARLES PURSELL LEE

FLORIDA REGISTRATION NO.: LS 5618

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SIMMONS B, LLC, IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON, WHICH SHALL HEREAFTER BE KNOWN AS "PLANTATION HAMMOCK, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, DEVELOPER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

ALL ALLEYS, EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC AREAS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR THE USES AND PURPOSES THEREON STATED, UNLESS OTHERWISE NOTED. NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION ON ANY GOVERNMENTAL BODY TO ACCEPT, IMPROVE, OR MAINTAIN ANY CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ASSUMED BY THE GOVERNING BODY.

TRACT "A" (RETENTION POND TRACT) IS HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE "PLANTATION HAMMOCK HOMEOWNER'S ASSOCIATION, INC".

SIMMONS B, LLC

WITNESS: B. McCs
Brian McCroskey
PRINT OF TYPE NAME

JAY MOOR
MANAGING MEMBER

WITNESS: Tarkington
Tamara Krueger
PRINT OF TYPE NAME

STATE OF: FLORIDA
COUNTY OF: NASSAU

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, Jay Moor, Manager TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY OFFICIAL SEAL AT THE CITY OF FERNANDINA BEACH IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA THIS 10th DAY OF February A.D. 2015

NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES: April 12, 2018

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS 12 DAY OF FEB 2015.

COUNTY PLANNER

COUNTY HEALTH CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE REVIEWED THE ABOVE PLAT THIS 11th DAY OF FEBRUARY A.D. 2015, AND THESE LOTS ARE APPROVED TO BE SERVICED ON AN INDIVIDUAL LOT BASIS ACCORDING TO F.A.C. 64E-6 AND PLACED ON APPROVED PUBLIC WATER SYSTEMS.

COUNTY HEALTH DEPARTMENT

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE.
SET YOUR SITES ON US."

\\computer1\c\DM 3D Projects\16000 PLANTING HAMMOCK\16000-PLAT.dwg

PLAT BK 8 PG 105

"PLANTATION HAMMOCK"

A REPLAT OF A PORTION OF LOT 4, OCEAN BREEZE SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. BEING A PORTION OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

PLAT BOOK 8 PAGE 105

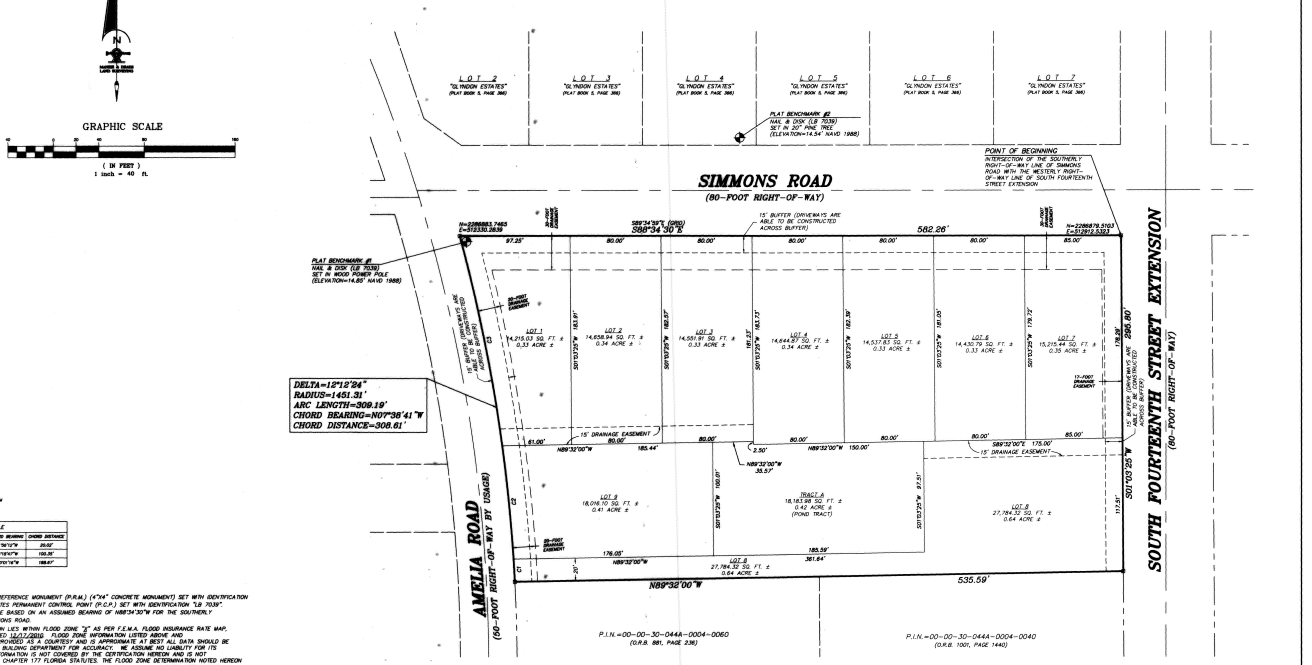
SHEET 2 OF 2 SHEETS

CFN # 201506772

GRAPHIC SCALE

(IN FEET)

1 inch = 40 ft



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	20.55'	1451.31'	0°47'26"	N15°16'19"W	20.55'
C2	130.37'	1451.31'	5°09'16"	N18°56'57"W	130.36'
C3	158.27'	1451.31'	7°27'14"	N10°51'16"W	158.19'

LEGEND
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
O.R.B. = OFFICIAL RECORDS BOOK
P.C.P. = PERMANENT CONTROL POINT MONUMENT
P.I.N. = PARCEL IDENTIFICATION NUMBER

SURVEYOR'S NOTES

1.) ○ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (4"X4" CONCRETE MONUMENT) SET WITH IDENTIFICATION "MANZIE LB 7039". ● DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "LB 7039".
2.) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N89°34'30"W FOR THE SOUTHERLY RIGHT-OF-WAY LINE OF SIMMONS ROAD.
3.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 0288C 0277 F, DATED 10/17/2018. FLOOD ZONE INFORMATION LISTED ABOVE AS SHOWN ON THIS SURVEY IS PROVIDED AS A COURTESY, AND IS APPROXIMATE AT BEST. ALL DATA SHOULD BE VERIFIED BY THE APPROPRIATE LOCAL GOVERNMENTAL BODY. THE SURVEYOR MAKES NO GUARANTEE AS TO ITS ACCURACY. FLOOD ZONE INFORMATION IS NOT COVERED BY THE CERTIFICATION HEREON AND IS NOT REQUIRED TO BE SHOWN PER CHAPTER 177 FLORIDA STATUTES. THE FLOOD ZONE DETERMINATION NOTED HEREON MAY BE SUPERSEDED AND/OR REDEFINED FROM TIME TO TIME BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) OR BY THE APPROPRIATE LOCAL GOVERNMENTAL BODY.
4.) "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5.) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
6.) NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO NASSAU COUNTY SUBDIVISION REGULATIONS AND BE APPROVED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.
7.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "RS-2".
8.) BUILDING SETBACK REQUIREMENTS FOR THIS SUBDIVISION ZONED "RS-2" ARE AS FOLLOWS: FRONT SETBACK = 25 FEET; SIDE SETBACK = 10 FEET; REAR SETBACK = 10 FEET
9.) THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY 5 , AS SCALED FROM STORM SURGE ATLAS VOLUME 1, PLATE 3, NASSAU COUNTY, FLORIDA, AS PER S.L.O.S.H. (SEA, LAKE, AND OVERLAND SURGES FROM HURRICANES).
10.) ALL LOT LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED
11.) LOTS SHOWN HEREON ARE INTENDED FOR RESIDENTIAL PURPOSES.
12.) COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983/1990.
13.) ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 1988)

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117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
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"OUR SIGHTS ARE ON THE FUTURE, SET YOUR SITES ON US."

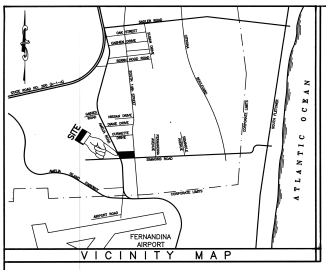
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PLAT BOOK 5 PAGE 366

SHEET 1 OF 1

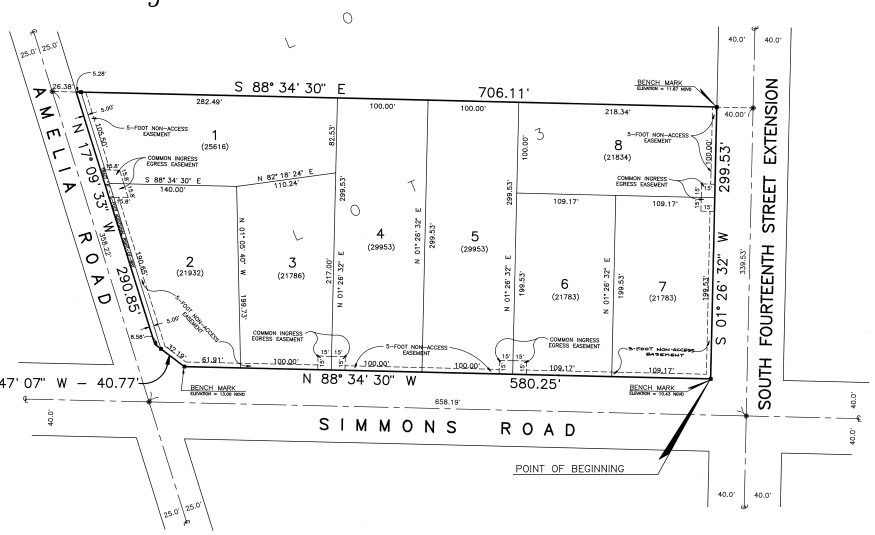
GLYNDON ESTATES

A REPLAT OF A PORTION OF LOT 3, OCEAN BREEZE FARMS
AS RECORDED IN PLAT BOOK 1, PAGE 10, PUBLIC RECORDS OF
NASSAU COUNTY, FLORIDA



VICINITY MAP





CAPTION :

A PARCEL OF LAND BEING A PORTION OF LOT 3, OCEAN BREEZE FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 10, OF THE PUBLIC RECORDS OF NASSAU, COUNTY, FLORIDA; LYING IN AND BEING PART OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, OF SAID COUNTY; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH FOURTEENTH STREET EXTENSION, AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, WITH THE NORTH RIGHT-OF-WAY LINE OF SIMMONS ROAD, AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE ON LAST SAID LINE NORTH 88 DEGREES 34 MINUTES 30 SECONDS WEST A DISTANCE OF 580.25 FEET; THENCE NORTH 52 DEGREES 47 MINUTES 07 SECONDS WEST A DISTANCE OF 40.77 FEET TO THE EAST RIGHT-OF-WAY LINE OF AMELIA ROAD, A 50-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE ON LAST SAID LINE NORTH 17 DEGREES 09 MINUTES 33 SECONDS WEST A DISTANCE OF 290.85 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE ON LAST SAID LINE SOUTH 88 DEGREES 34 MINUTES 30 SECONDS EAST A DISTANCE OF 706.11 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH FOURTEENTH STREET EXTENSION; THENCE ON LAST SAID LINE SOUTH 01 DEGREE 26 MINUTES 32 SECONDS WEST A DISTANCE OF 299.53 FEET TO THE POINT OF BEGINNING. BEING 4.50 ACRES, MORE OR LESS, IN AREA.

SURVEYOR'S NOTES:

1). ■ Denotes Permanent Reference Monument (P.R.M.) Set – PLS #3129
2). ● Denotes Permanent Control Point (P.C.P.) set – LB #6359
3). (43,560) denotes Lot Square Footage
4). Bearings shown hereon are based on N 88° 34' 30" W for the North Right-of-way Line of Simmons Road.
5). This parcel lies within Flood Zone "X" as shown on Flood Insurance Rate Map 1201?0 0377 C, dated May 4, 1988.
7). There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Nassau County, Florida.
8). There are no Jurisdictional Wetlands present on lands described in caption per Enviro-Plan, Inc., letter of 10/14/91, EPI #91-059
9). Bench Mark elevations refer to National Geodetic Vertical Datum of 1929.
10). Building Setback Requirements are as follows:
a. 30.0 feet from right-of-way.
b. 10.0 feet from side property lines.
c. 15.0 feet from rear property line.
11). Common Ingress / Egress Easements are for the purpose of providing common driveways from the edge of pavement to street right-of-way lines, limiting the number of driveways onto each existing street as shown.
12). Non-Access Easements are for the purpose of limiting vehicular access to the Common Ingress / Egress Easements only and may be used for fences, landscaping, pedestrian access, or any other use consistent with Zoning regulations, covenants, or restrictions, except vehicular access.
13). Minimum Elevation for Finished Floor of all Dwellings is to be 14.60

ADOPTION AND DEDICATION:

This is to certify that the undersigned, Gwendolyn H. Wood Dy
is(are) the lawful owner(s) of the lands described in the caption hereon, known as "Glyndon Estates" and have caused the same to be surveyed and subdivided as shown on this plat, and do hereby dedicate said survey, as hereby delineated, to the true and lawful purpose therein expressed, and do hereby irrevocably and without reservation dedicate for the use of the public as additional right-of-way for Amelia Road.

Signed and sealed this 17th day of May, A.D. 1993 in the presence of:

Witness: Carl S. Sawyer
Print Name

Owner: Gwendolyn H. Wood Dy.

State of: Florida
County of: Nassau

This is to certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Gwendolyn H. Wood, Jr. to me well known and known to be the person described in and who executed the foregoing Adoption and Dedication and who acknowledge before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

Witness my signature and official seal at the City of Fernandina Beach, in the County of Nassau and the State of Florida, this 17th day of May, A.D. 1993.

Notary Public, State of Florida, at large, Jeanette C. Goodbread
My commission expires Nov. 4, 1994 Jeanette C. Goodbread
Print Name
Serial No.: CC 061140

COMMISSION APPROVAL CERTIFICATE:

Examined and approved this 24th day of May, 1993 A.D., by the Board of County Commissioners of Nassau County, Florida.

COUNTY ATTORNEY

COMMISSION CHAIRMAN

COUNTY ENGINEER

CLERK'S CERTIFICATE:

I hereby certify that this plat has been examined and found to comply in form with Florida Statute 177.081 and is filed for record and recorded in Plat Book(s) 5, Page(s) 366, of the Public Records of Nassau County, Florida, this 25th day of May, 1993 A.D.

COUNTY CLERK

ZONING CERTIFICATION:

I hereby certify that this plat has been examined by me and is in compliance with the zoning rules and regulations of Nassau County, Florida, currently in effect this 19th day of May, 1993 A.D.

PLANNING/ZONING DIRECTOR

SURVEYORS CERTIFICATE:

This is to certify that the above plat is a true and correct representation of the land surveyed, platted and described in caption hereon, that said survey was made under my responsible direction and supervision, that the survey data complies with all the requirements of Florida Statute 177, that the survey and legal description are accurate and the Permanent Reference Monuments have been placed and the Permanent Control Points will be placed according to the laws of the State of Florida and Nassau County.

Signed this 18th day of May, A.D., 1993.

CARL S. SAWYER – FLA. CERT. #3129

PAMS corporation
CIVIL ENGINEERING – SURVEYING – LAND PLANNING
1486 SOUTH 14th STREET, SUITE 3, FERNANDINA BEACH, FLORIDA, 32034 OFFICE 904-261-5263, FAX 904-277-4466

COUNTY HEALTH CERTIFICATE:

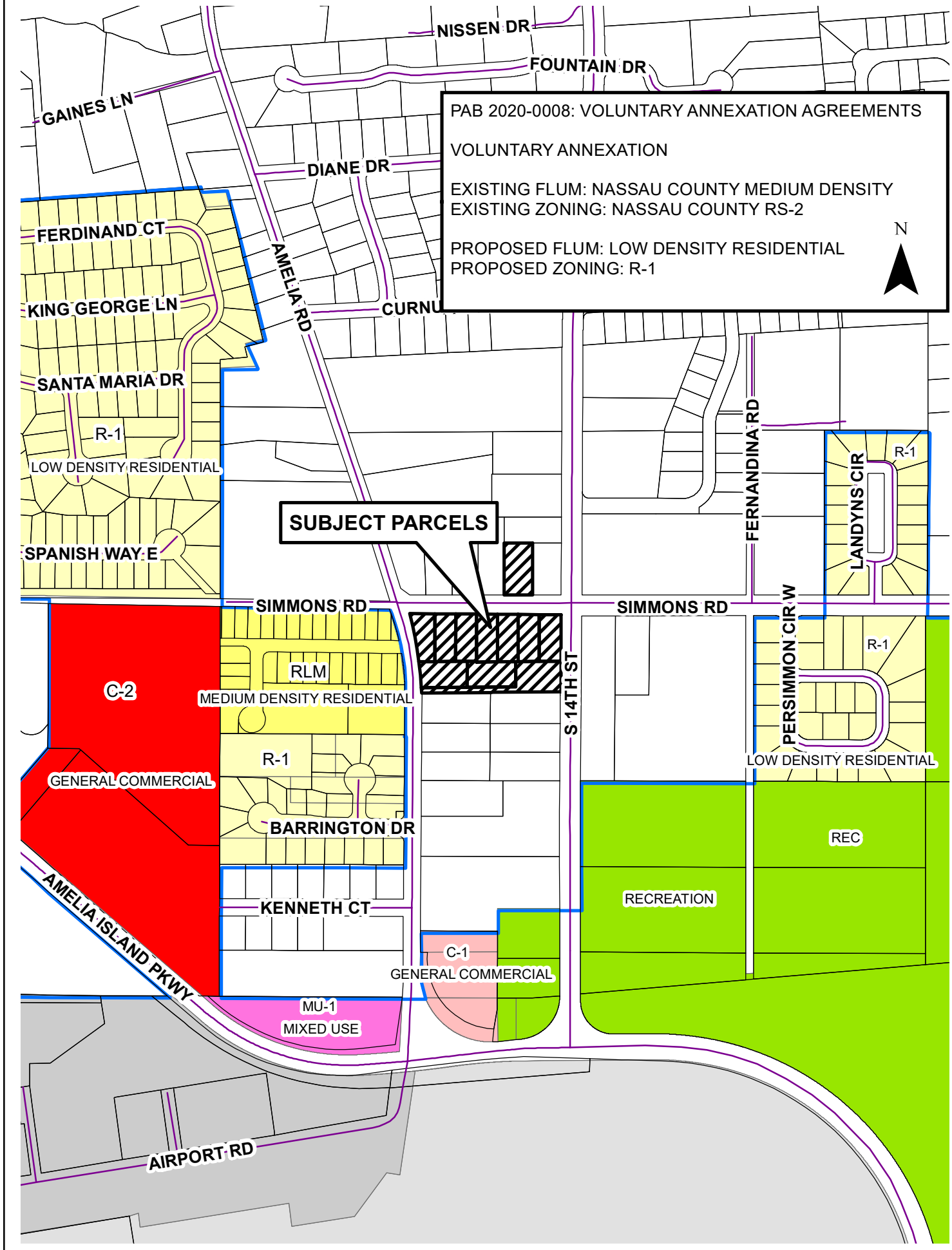
This is to certify that I have reviewed the above plat this 20th day of May, 1993 A.D., and these lots are approved to be reviewed on an individual lot basis according to F.A.C 10D-6 and F.A.C. 10D-6.

COUNTY HEALTH OFFICER

CERTIFICATE OF APPROVAL BY PUBLIC SAFETY DIRECTOR:

This is to certify that the above plat has been approved by the Public Safety Director of Nassau County, Florida, this 24 day of May, 1993 A.D.

PUBLIC SAFETY DIRECTOR


PAB 2020-0008: VOLUNTARY ANNEXATION AGREEMENTS
VOLUNTARY ANNEXATION
EXISTING FLUM: NASSAU COUNTY MEDIUM DENSITY
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: LOW DENSITY RESIDENTIAL
PROPOSED ZONING: R-1
N
NISSEN DR
FOUNTAIN DR
GAINES LN
DIANE DR
FERDINAND CT
KING GEORGE LN
AMELIA RD
SANTA MARIA DR
R-1
LOW DENSITY RESIDENTIAL
SPANISH WAY E
SUBJECT PARCELS
FERNANDINA RD
LANDYNS CIR
R-1
SIMMONS RD
SIMMONS RD
C-2
RLM
MEDIUM DENSITY RESIDENTIAL
S 14TH ST
PERSIMMON CIR W
R-1
LOW DENSITY RESIDENTIAL
GENERAL COMMERCIAL
R-1
BARRINGTON DR
REC
RECREATION
AMELIA ISLAND PKWY
KENNETH CT
C-1
GENERAL COMMERCIAL
MU-1
MIXED USE
AIRPORT RD

PERMIT SET
NOT FOR CONSTRUCTION

ENGINEERING PLANS

FOR

PLANTING HAMMOCK

FOR

HIGHLAND 35, LLC

PLANTING HAMMOCK
FOR
HIGHLAND 35, LLC

RELEASED FOR CONSTRUCTION _____ BY _____

GILLETTE & ASSOCIATES, INC.

CIVIL & ENVIRONMENTAL ENGINEERING
MECHANICAL & STRUCTURAL ENGINEERING
PERMITTING & CONSTRUCTION MANAGEMENT

20 SOUTH 4TH STREET AMELIA ISLAND, FLORIDA 32034
PHONE: 904/261-8819 FAX: 904/261-9905

PERMITTING AGENCIES

NASSAU COUNTY: 904-491-7328
CITY OF FERNANDINA BEACH: 904-310-3421
SJRWMD: 904-730-6270

UTILITY PROVIDERS

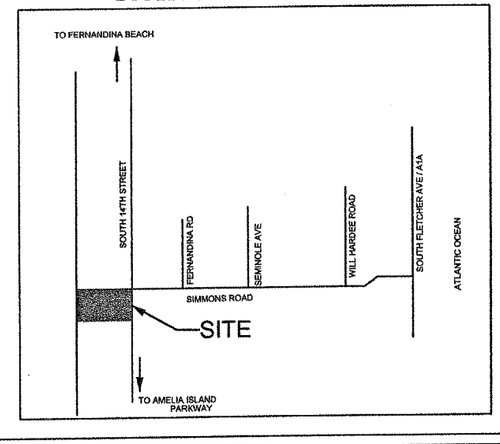
WATER/SEWER: CITY OF FERNANDINA BEACH
ELECTRIC: FLORIDA PUBLIC UTILITIES
CABLE: COMCAST
TELEPHONE: AT&T

G&A Project
No.:14-10.28

Gillette & Associates, Inc.

Issue Date:
November 4, 2014
Revised:
December 2,2014

SITE LOCATION MAP



GENERAL NOTES

SITE / GEOMETRY

1. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A. REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S PRICE FOR PERFORMING THE WORK.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS, EITHER SURFACE OR SUBSURFACE, WHICH MAY AFFECT THE WORK TO BE PERFORMED, AND THE EQUIPMENT, LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR IS URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THIS PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO AID IN RESOLVING POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF THE PROJECT. ALL COSTS ASSOCIATED WITH PRELIMINARY INVESTIGATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER.

4. ELEVATIONS ARE BASED ON NATIONA GEODETIC VERTICAL DATUM OF 1929.

5. TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY: COASTAL LAND SURVEYORS 1261-8950

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING, RIGHT-OF-WAY PERMITS NOT PROVIDED AND INSURANCE REQUIRED FOR THE PROJECT.

7. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION & REPAIR.

8. THE CONTRACTOR SHALL ADVISE THE OWNER'S AUTHORIZED REPRESENTATIVE OF PLANNED WORK SCEDULE. THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS. IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD, AND THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.

9. "AS-BUILT" DRAWINGS - AS-BUILTS ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION, AND SUBMITTAL OF AS-BUILT DRAWINGS.

10. "AS-BUILT" RECORD DATA AND INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR. RECORD DRAWINGS SHALL BE SUPPLIED TO THE ENGINEER.

11. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.

12. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR ON A DAILY BASIS.

13. ALL EXCESS SUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER.

14. ALL EXISTING TREES LISTED TO REMAIN SHALL BE PRESERVED AND PROTECTED.

15. THE LOCATION OF ALL EXISTING UTILITIES, STRUCTURES, AND IMPROVEMENTS ON THE DRAWINGS ARE BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN FIELD VERIFIED. THE LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OTHER IMPROVEMENTS PRIOR TO COMMENCING ANY CONSTRUCTION. IF THE LOCATIONS SHOWN ARE CONTRARY TO ACTUAL FIELD LOCATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY. THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITY IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR REPAIRS OR PAYMENTS FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS, AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH THEY SHALL CONNECT.

16. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER ON ALL MATERIALS, FOR REVIEW AND APPROVAL, PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY OR STRUCTURE.

17. UNSUITABLE MATERIALS UNDER WATER, SEWER, OR STORM PIPE AND/OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL COMPACTED TO 98% OF IT'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557).

18. ALL WATER & SEWER CONSTRUCTION SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES.

19. WHEN DEWATERING CAPACITY REQUIRES A PERMIT (CUP), IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

20. WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY HAZARD. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. WHERE PARALLEL WATER AND SEWER MAINS HAVE LESS THAN 10 FOOT HORIZONTAL SEPARATION, 20 FOOT LENGTHS OF C900 (DR18) WATER QUALITY PIPE SHALL BE USED WITH THE JOINTS STAGGERED AT 10 FOOT INTERVALS. THE PIPES SHALL BE PLACED IN SEPARATE TRENCHES WITH THE WATER MAIN AT LEAST 18 INCHES ABOVE THE SEWER.

21. WATER MAINS CROSSING SANITARY HAZARDS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER MAIN. WHERE WATER AND SEWER MAINS CROSS WITH BETWEEN 18 INCHES AND 6 INCHES OF VERTICAL CLEARANCE, A 20 FOOT SECTION OF C900 (DR18) WATER QUALITY PIPE SHALL BE CENTERED ON THE POINT OF THE CROSSING. THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL SEPARATION. THE MINIMUM SEPARATION BETWEEN WATER AND SEWER PIPES IS TO BE 6 INCHES OUTSIDE DIAMETER TO OUTSIDE DIAMETER.

22. NO WATER MAIN PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE.

23. BLANK

24. TRACER WIRE SHALL BE PROVIDED ON ALL WATER MAINS AND FORCE MAINS. TRACER WIRE SHALL BE A MINIMUM OF 14 GUAGE SOLID COPPER WIRE, COATED, AND SUITABLE FOR BURIAL. WIRE SHALL BE ATTACHED DIRECTLY TO TOP OF PIPE AND BROUGHT INTO EACH VALVE BOX AND COILED TO ALLOW FOR EASY ACCESS AND EXTENSION ABOVE FINISHED GRADE FOR ATTACHMENT OF LOCATING EQUIPMENT.

25. ALL PIPE LENGTHS ARE APPROXIMATE DIMENSIONS, ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE MISCELLANEOUS DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS.

26. ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.

27. GRADES SHOWN ON PLANS ARE EDGE OF PAVEMENT FINISHED GRADES UNLESS OTHERWISE NOTED.

28. SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

29. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFICALLY STATED.

30. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE. EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS. REVEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED IMMEDIATELY TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION.

31. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND NASSAU COUNTY BEFORE COMMENCING WORK.

32. MINIMUM COVER OVER PIPES SHALL BE 36" UNLESS OTHERWISE INDICATED.

33. ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.

34. IN ADDITION TO THE SPECIFICATIONS AND DETAILS PROVIDED FOR THIS CONTRACT, THE NASSAU COUNTY STANDARD DETAILS AND SPECIFICATIONS (LATEST REVISION) SHALL ALSO BE USED FOR ANY ITEMS NOT COVERED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A SET OF STANDARD DETAILS AND SPECIFICATIONS FROM NASSAU COUNTY.

35. BACKFILL MATERIAL SHALL BE COMPACTED TO 100% (±2%) PER NASSAU COUNTY REQUIREMENTS UNDER EXISTING AND PROPOSED ROADWAYS.

36. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.

37. STATIONING REFERS TO THE CENTERLINE OF THE ROADWAY EXCEPT AS NOTED ON PLANS. WHERE PAVEMENT SPLITS, THE STATIONING FOLLOWS THE INSIDE EDGE OF PAVEMENT UNTIL ROADWAY TRANSITIONS BACK TO THE TYPICAL ROADWAY SECTION

38. ALL CONSTRUCTION, MATERIAL, AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH NASSAU COUNTY AAND JEA STANDARDS.

WATER NOTES

1. WATER MAINS SHALL HAVE A MINIMUM OF 36" COVER UNDER PAVEMENT OR 30" COVER FROM FINISHED GRADE UNLESS OTHERWISE SHOWN. ALL WATER MAINS SHALL BE FLUSHED IN ACCORDANCE WITH, AND UNDER THE DIRECTION OF THE UTILITY COMPANY.

2. THRUST RESTRAINTS ARE REQUIRED IN ACCORDANCE WITH UTHE UTILITY COMPANY STANDARDS WHERE WATER MAINS ARE TERMINATED AND AT ALL BENDS AND TEES.

3. TIE RODS SHALL BE INSTALLED ON ALL VALVES LOCATED AT FITTINGS. ALL 10" AND LARGER VALVES AND LARGER SHALL REQUIRE (4) TIE RODS. MEGA LUG JOINT RESTRAINTS MAY BE USED IN LIEU OF THRUST BLOCKS OR TIE RODS.

4. UNLESS OTHERWISE NOTED, WATER MAINS ARE TO BE PVC DR18, DR-25, C-900 (BLUE), CLASS 150.

5. ALL WATER MAINS SHALL BE BACTERIOLOGICAL AND PRESSURE TESTED IN ACCORDANCE WITH AWWA C-600. NO CONNECTION TO EXISTING POTABLE WATER SYSTEM SHALL BE ALLOWED UNTIL ALL PROPOSED WATER MAINS HAVE BEEN PRESSURE TESTED, DISINFECTED, AND CLEARED FOR SERVICE. THE UTILITY COMPANY'S AUTHORIZED REPRESENTATIVE MUST BE NOTIFIED 48 HOURS PRIOR TO PERFORMING THE PRESSURE TEST AND MUST BE PRESENT.

6. THE CONTRACTOR SHALL AVOID SERVICE INTERRUPTIONS AND MAINTAIN ANY EXISTING WATER SERVICE TO MEET THE SYSTEM DEMANDS AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF AFFECTED CUSTOMERS OF THE UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF ANY INTERRUPTION OF SERVICE. BOIL WATER NOTICES SHALL BE DELIVERED IN ACCORDANCE WITH THE UTILITY COMPANY BOIL WATER NOTICE REQUIREMENTS.

7. ALL MAIN FLUSHING POINTS SHALL BE SAME SIZE AS MAIN UP TO 8 INCH WATER MAINS. FLUSHING POINTS FOR MAINS LARGER THAN 8 INCH SHALL BE REDUCED TO 8 INCH.

8. ALL WATER MAINS SHALL BE DISINFECTED USING LIQUID CHLORINE OR HYPOCHLORITES IN ACCORDANCE TO AWWA C651-86. WATER IN MAIN SHALL MAINTAIN A CHLORINE RESIDUAL OF 50 MG/L FOR A MINIMUM OF 24 HOURS. WATER MAIN SHALL NOT BE PLACED IN SERVICE UNTIL CLEARANCE HAS BEEN PROVIDED BY THE APPROPRIATE REGULATING AGENCY AND UNITED WATER FLORIDA.

9. IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH, WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. BASED ON APPROVAL OF THE PERMITTING AGENCY, DUCTILE IRON PIPE, FITTINGS, AND SOLVENT RESISTANT GASKET MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED. ANY CONTAMINATED SOIL THAT IS EXCAVATED SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATER PROOF COVERING. THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL.

10. 2" FLUSHING HYDRANTS SHALL BE INSTALLED AT ALL DEAD END LINES AND MAIN LINE STUB-OUT'S.

11. A SEPARATE WATER SERVICE SHALL BE REQUIRED FOR EACH UNIT SERVED AND SHALL BE INSTALLED 3 FEET EITHER SIDE OF PROPERTY LINE. ALL WATER SERVICES SHALL BE MARKED WITH A "W" ETCHED ON THE CURB. ALL VALVES SHALL BE MARKED WITH A "V" ETCHED ON THE CURB.

12. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY COMPANY'S STANDARDS.

13. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED AT THE CONSUMER'S METER OR AT THE PROPERTY LINE WHEN A METER IS NOT USED.

14. BACKFLOW PREVENTION ASSEMBLIES SHALL BE TESTED BY A STATE OF FLORIDA LICENSED BACKFLOW TECHNICIAN. TEST RESULTS SHALL BE SUBMITTED TO AND APPROVED BY THE UTILITY COMPANY PRIOR TO ACCEPTANCE OF INSTALLATION.

15. MAXIMUM DEPTH ON WATER SERVICES TO METER TO BE 36".

INDEX

SHEET #	DESCRIPTION
	ALL PERMITTING AGENCIES
1	COVER SHEET
2	INDEX SHEET
3	PREDEVELOPMENT DRAINAGE PLAN
4	SITE PLAN
5	POST DEVELOPMENT DRAINAGE PLAN
6	TREE REMOVAL PLAN
7	MISCELLANEOUS DETAIL

LEGEND

- EXISTING VALVE
- WM — EXISTING WATER LINE
- SAN — EXISTING SANITARY SEWER
- EXISTING FIRE HYDRANT
- SAN — PROPOSED SANITARY SEWER
- WM — PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- EXISTING EDGE OF PAVEMENT
- EXISTING PROPERTY LINE
- 15.3 — PROPOSED SPOT ELEVATION
- S-5 — DRAINAGE STRUCTURE
- P-1 — PIPE
- 15.0 — PROPOSED CONTOUR
- PROPOSED EDGE OF PAVEMENT
- PROPOSED PROPERTY LINE
- PROPOSED R.O.W. LINE
- 16 — EXISTING CONTOUR

$$$$FileNames$$$$

No	By	Date	Revision
A	NG	12-2-14	Revised to adress SJRWMD comments

Scale:
Project Mgr: NG
Designed by: NG
Drawn by: AD
QA/QC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034
Certificate of Authorization No. 9332

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

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GILLETTE & ASSOCIATES, INC
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819
FAX: (904) 261-9905

PLANTING HAMMOCK

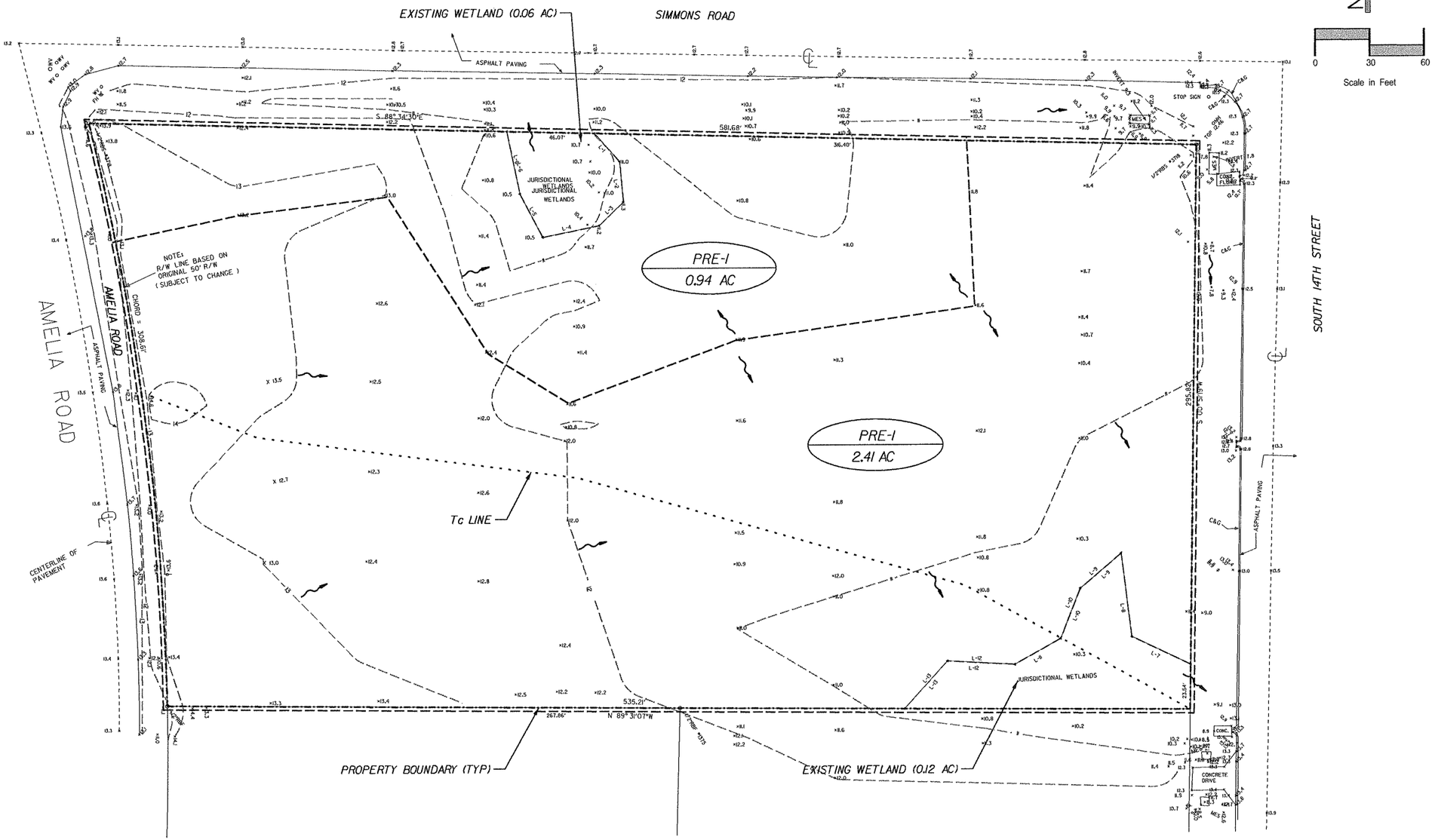
HIGHLAND 35, LLC

INDEX SHEET

Registered Professional

SHEET NO. IN-1
2 of 7
Issue Date: OCTOBER 2014
Project No.: 14-10.22

SITE BASIN AREA = 3.39 AC



TIME OF CONCENTRATION = 14 MIN

LENGTH OF OVERLAND FLOW @ 0.68 FT/SEC = 574 FT
LENGTH OF PIPE FLOW @ 2.5 FT/SEC = 0 FT
TOC = (574)/(0.68 x 60) = 14 MINUTES

No	By	Date	Revision
J			
I			
H			
G			
F			
E			
D			
C			
B			
A	NG	12-2-14	Revised to adress SJRWMD comments

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PLANTING HAMMOCK

HIGHLAND 35, LLC

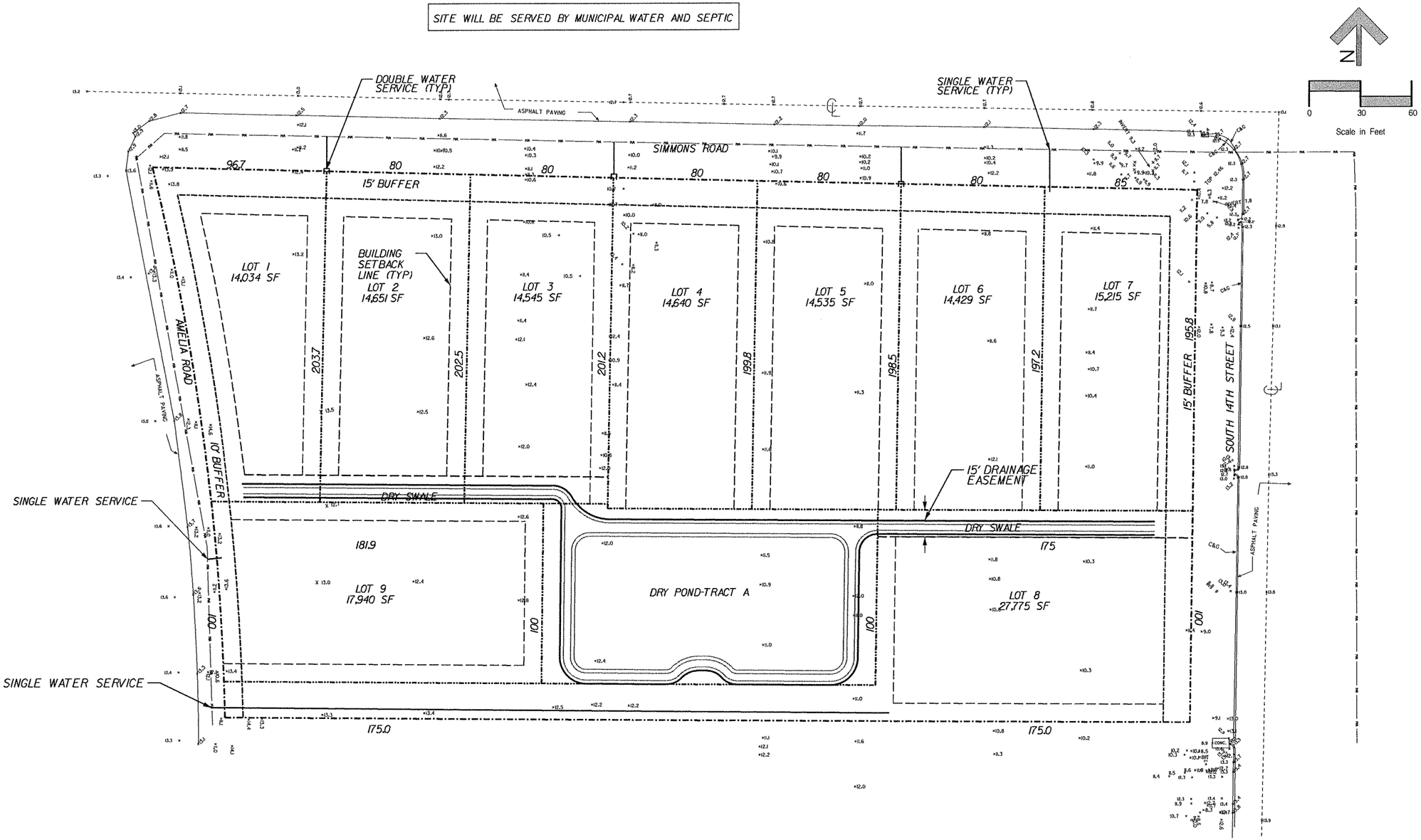
PREDEVELOPMENT DRAINAGE PLAN

Registered Professional

SHEET NO.
PRE-1
3 of 7
Issue Date
OCTOBER 2014
Project No.
14-10.22

$$Times$$ $$FileName$$

SITE WILL BE SERVED BY MUNICIPAL WATER AND SEPTIC

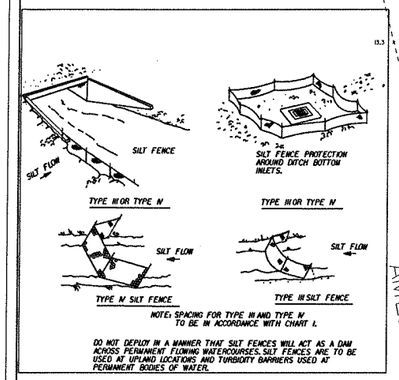


J				Scale:						
I				Project Mgr: NG	Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034	G & A	PLANTING HAMMOCK	HIGHLAND 35, LLC	SITE PLAN	SHEET NO. SP-1
H				Designed by: NG		GILLETTE & ASSOCIATES, INC 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034				4 of 7
G				Drawn by: AD	Certificate of Authorization No. 9332					Issue Date OCTOBER 2014
F				QA/QC: AG		PHONE: (904) 261-8819 FAX: (904) 261-9905			Registered Professional	Project No. 14-10.22
E					DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"					
D										
C										
B										
A	NG	12-2-14	Revised to adress SJRWMD comments							
No.	By	Date	Revision							

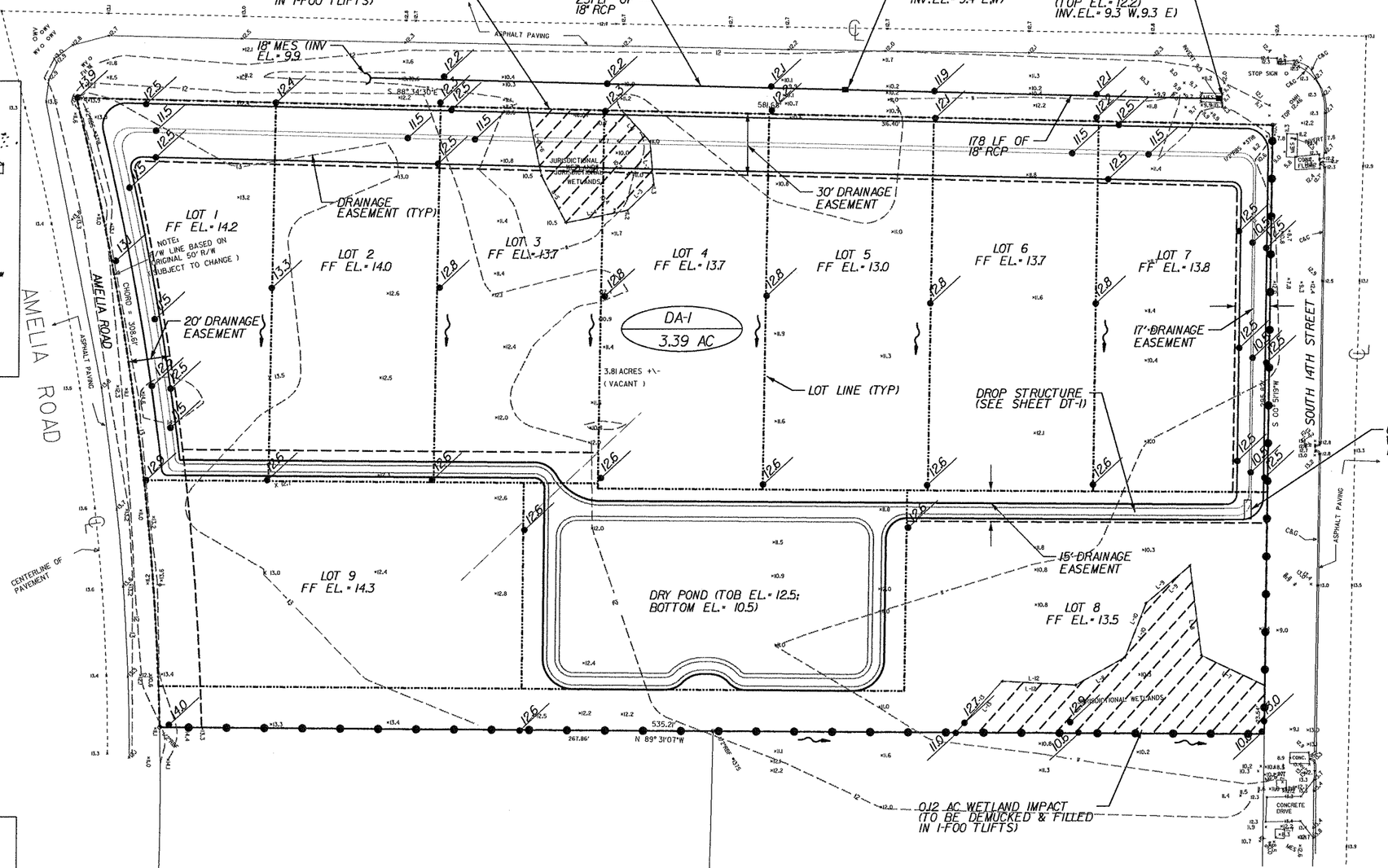
$$Engineer$$ $$FileName$$ $$Engineer$$

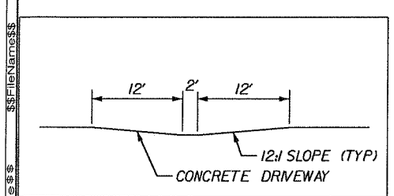
NOTE ALL DRIVEWAYS TO BE LOWERED THROUGH FRONT LOT SWALE AREA

SILT FENCE



SILT FENCE APPLICATIONS





TYPICAL DRIVEWAY CROSS SECTION

No	By	Date	Revision
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PLANTING HAMMOCK

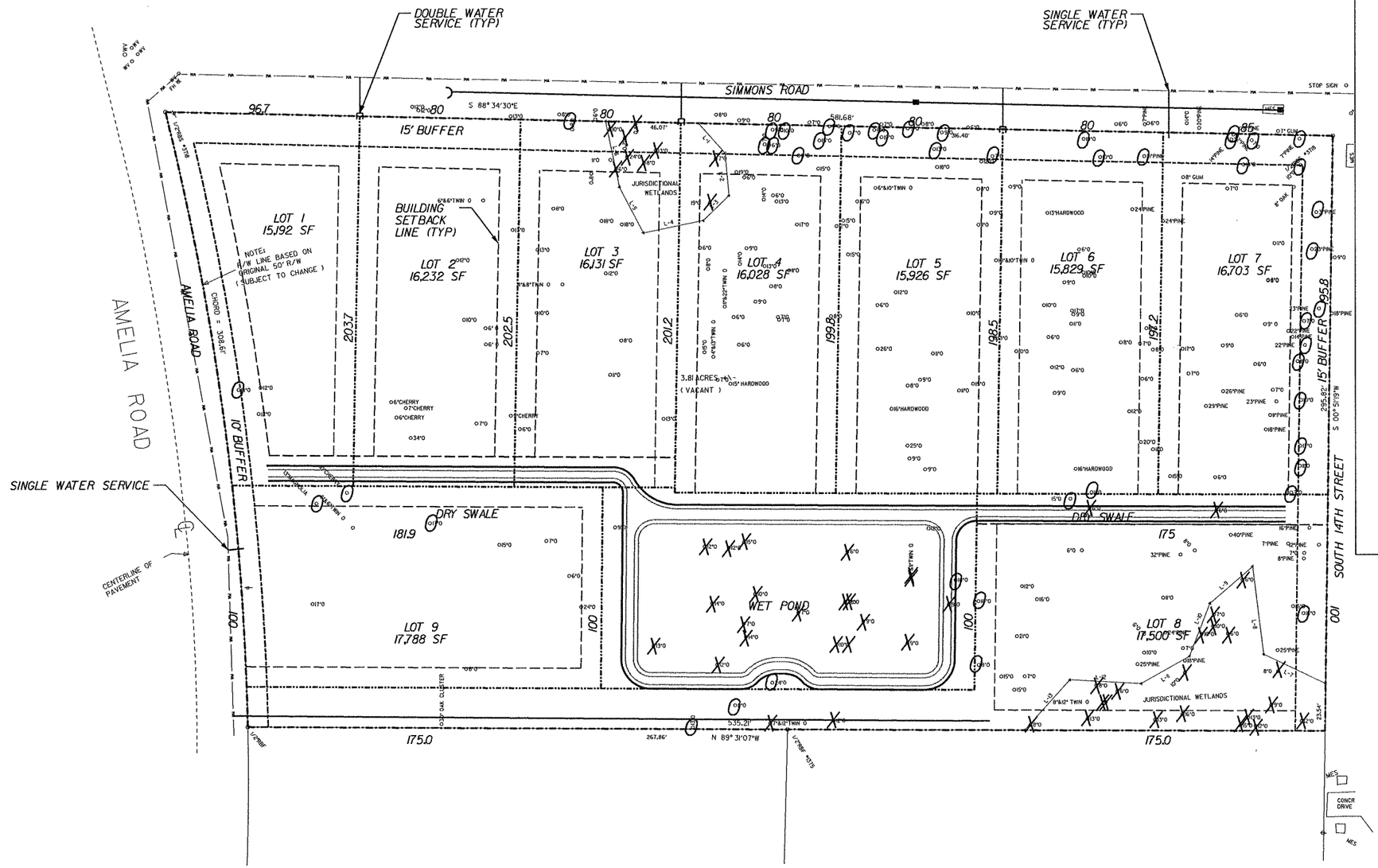
HIGHLAND 35, LLC

POST DEVELOPMENT DRAINAGE PLAN

Registered Professional

SHEET NO. DR-1
5 of 7
Issue Date: OCTOBER 2014
Project No.: 14-10.22

$$FileName$$ $$Time$$ $$Date$$



TREE DIAMETER	* TREES RETAINED	* INCHES RETAINED	* TREES REMOVED	* INCHES REMOVED
6	5	30	8	48
7	8	56	6	42
8	5	40	5	40
9	3	27	4	36
10	10	100	7	70
11	2	22	3	33
12	-	-	9	108
13	2	26	5	65
14	2	28	2	28
15	2	30	2	30
16	-	-	1	16
17	2	34	-	-
19	1	19	1	19
21	1	21	-	-
22	1	22	-	-
23	1	23	-	-
24	1	24	-	-
31	1	31	-	-

TOP 20% OF DBH FOR SITE IS 22" OR GREATER

PREDEVELOPMENT DBH: 1,049 INCHES

DBH SAVED WITHH BONUS: 558 INCHES

NO MITIGATION REQUIRED

No.	By	Date	Revision
A	NG	12-2-14	Revised to adress SJRWMD comments

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PLANTING HAMMOCK

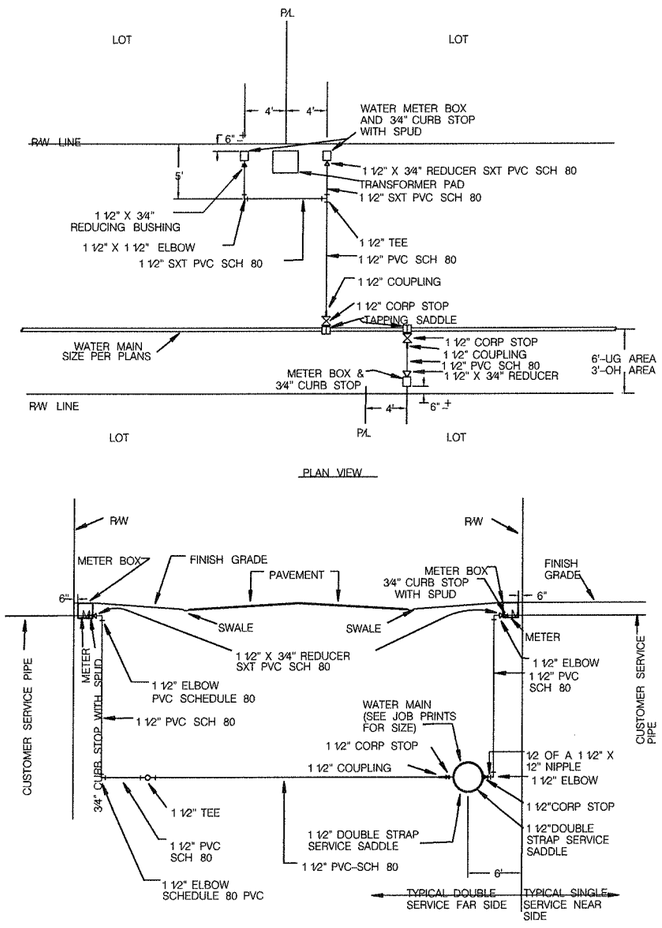
HIGHLAND 35, LLC

TREE REMOVAL/ RETENTION PLAN

Registered Professional

SHEET NO.
TREE-1
6 of 7
Issue Date
OCTOBER 2014
Project No.
14-10.22

$$FileName$$ $$Time$$ $$Date$$ $$Scale$$

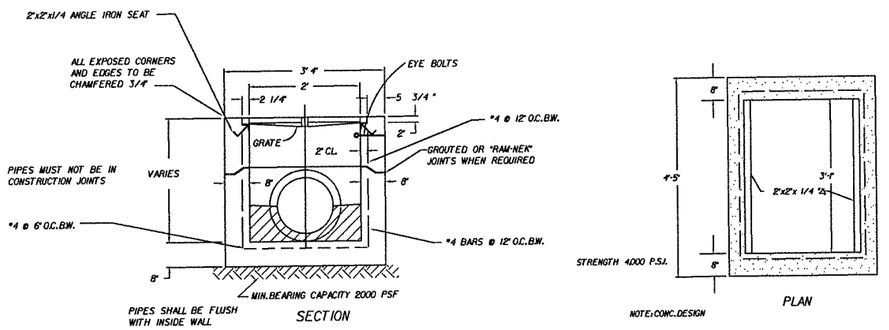


NTS

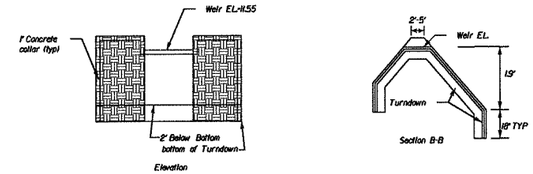
STATE ROAD- 1 1/2" CARRIER PIPE-4" BLACK IRON CASING FOR JACK AND BORE INSTALLATION.

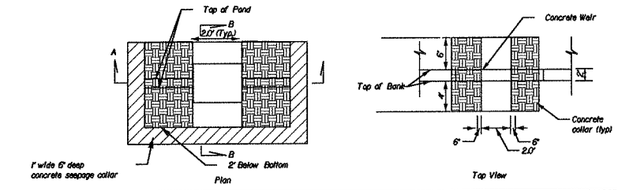
COUNTY AND CITY- 1 1/2" CARRIER PIPE- 3" PVC CASING FOR JACK AND BORE INSTALLATION.

TYPICAL WATER SERVICE LOCATIONS

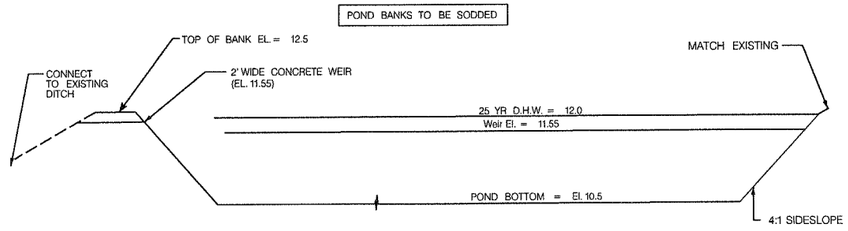


STORM SEWER TYPE "C" INLET





WEIR DETAIL



POND 1 CROSS SECTION AND DETAIL

No	By	Date	Revision
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PLANTING HAMMOCK

HIGHLAND 35, LLC

MISCELLANEOUS DETAILS

Registered Professional

SHEET NO.
DT-1
7 of 7
Issue Date
OCTOBER 2014
Project No.
14-10.22

$$FileNames$$
$$times$$
$$Users$$
$$Docs$$

Print

Planning Advisory Board (PAB) - Submission #5893

Date Submitted: 9/2/2020

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

- [x] Zoning Map Amendment (â‰¤ 10 acres $1,000 / > 10acres $2,000)
- [x] Land Use Map Amendment (â‰¤ 10 acres $1,000 / > 10acres $2,000)
- [ ] LDC Text Amendment ($1,000)
- [ ] Comp Plan Amendment ($1,700)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $1,000 / > 20 units $1,600)
- [ ] Subdivision Plat â€“ Final ($850)
- [ ] Vacation of R.O.W. ($1,700)
- [x] Voluntary Annexation ($1,500)
- [ ] Revision to each PAB Application - To offset additional display ad fee ($400)

PAB 2020 - MEETING AND SUBMISSION DEADLINE CALENDAR

PAB 2020

IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:

- [ ] LDC Text Amendment â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [ ] Zoning Map Changes â€“ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

- [ ] A complete application filed at least thirty (30) days before the date of the Planning Advisory Boardâ€™s public hearing;
- [ ] Proof of Ownership (copy of deed or tax statement);
- [ ] A current survey of the property (no older than two years);
- [ ] If applying as an agent, Ownerâ€™s Authorization for Agent Representation form needs to be signed/ notarized and included in application;
- [ ] A detailed letter of intent stating the following:
- [ ] o The consistency of the proposed amendment(s) or action(s) with the Cityâ€™s Comprehensive Plan.
- [ ] o A justification for the proposed amendment(s) or action(s).

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†’ Map Search

Site Address*

Simmons Road - Plantation Hammock

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-044C-0001-0000; 00-00-30-044C-0002-0000; 00-00-30-044C-0003-0000; 00-00-30-044C-0004-0000; 00-00-30-044C-0005-0000; 00-00-30-044C-0006-0000; 00-00-30-044C-0007-0000; 00-00-30-044C-0008-0000; 00-00-30-044C-0009-0000; 00-00-30-0262-0006-0000; 00-00-30-044C-000A-0000

Lot*

various

Block*

various

Subdivision*

Plantation Hammock

Zoning District*

R-1

Future Land Use Designation*

Low Density Residential

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [x] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

various

Last Name*

various

Company (if applicable)

n/a

Mailing Address*

n/a

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

dmartin@fbfl.city

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Ownerâ€™s Authorization For Agent Representation form must be included

First Name

Dale

Last Name

Martin

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

dmartin@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

n/a

Summary of Request (more detailed information to be provided in required letter of intent)*

Voluntary Annexation, Future Land Use Map Amendment, Zoning Change for the following properties: 00-00-30-044C-0001-0000; 00-00-30-044C-0002-0000; 00-00-30-044C-0003-0000; 00-00-30-044C-0004-0000; 00-00-30-044C-0005-0000; 00-00-30-044C-0006-0000; 00-00-30-044C-0007-0000; 00-00-30-044C-0008-0000; 00-00-30-044C-0009-0000; 00-00-30-0262-0006-0000; 00-00-30-044C-000A-0000

Certification*

☑ By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.

☑ I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

9/2/2020

Upload Supporting Documentation*

Annexation_2020.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, November 17, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-33

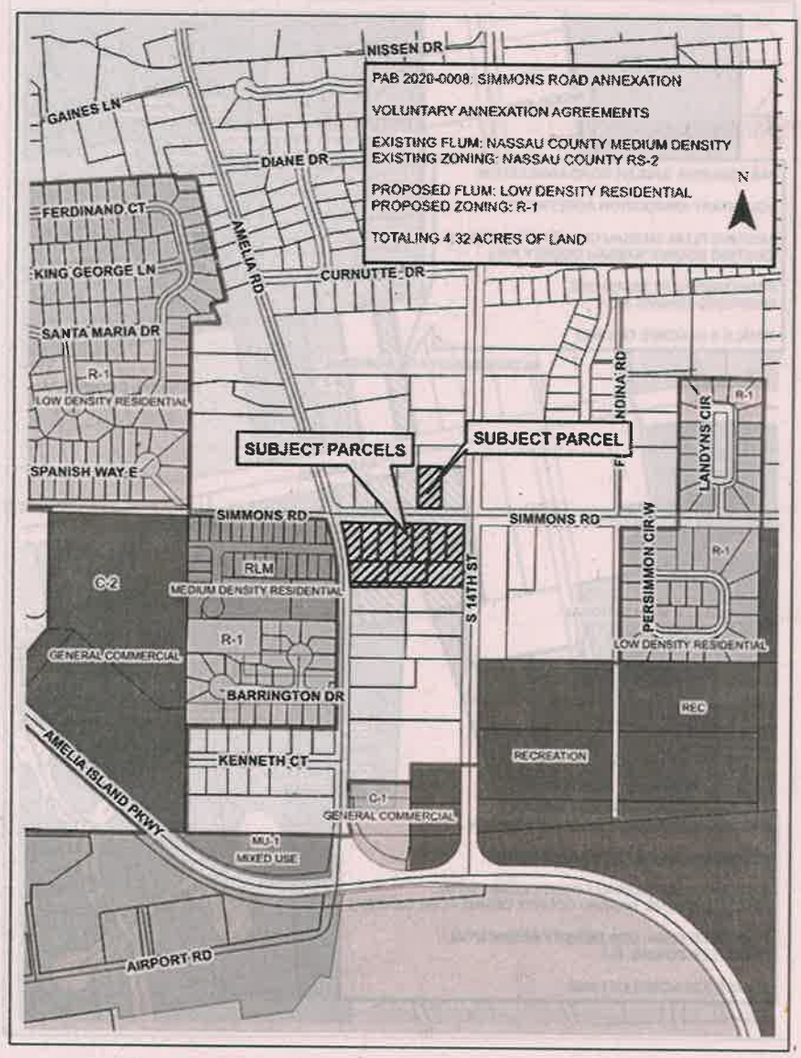
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 4.32 ACRES OF LAND LOCATED IN THE PLANTATION HAMMOCK SUBDIVISION ON SIMMONS ROAD BETWEEN S. 14TH STREET AND AMELIA ROAD AND 847 SIMMONS ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-34

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 4.32 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD AND PROPERTIES IN THE PLANTATION HAMMOCK SUBDIVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-35

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 4.32 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD AND PROPERTIES IN THE PLANTATION HAMMOCK SUBDIVISION; 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.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

November 4, 2020 News-Leader

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-35
Zoning Map Change to R-1 (Low Density Residential) for 4.32 acres of land.

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-35 at Second Reading.

SYNOPSIS: The City of Fernandina Beach requests annexation of eleven parcels of land located between Amelia Road and South 14th Street and along Simmons Road. These parcels became contiguous to the municipal limits in 2016 when the Aspire Phase II, Lakeside Reserve subdivision property was annexed into the City. Resolution 2014-154 approved extension of water services outside of the corporate limits of the City. This extension provided water to the nine lot Plantation Hammock subdivision on the south side of Simmons Road. Resolution 2018-182 approved extension of water services to the property located at 847 Simmons Road, lot 6 of the Glyndon Estates subdivision. Assignment of the Low Density Residential (LDR) Future Land Use Map (FLUM) category and Low Density Residential (R-1) zoning district is requested for the subject properties. This designation is the is the most closely aligned with the Current Nassau County FLUM category and zoning district.

CITY ATTORNEY COMMENTS: No additional comments.

Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020

Submitted By: Nicole Bednar, Administrative Services Manager

Date: October 21, 2020

ORDINANCE 2020-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 4.32 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD AND PROPERTIES IN THE PLANTATION HAMMOCK SUBDIVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed and held a public hearing on September 9, 2020, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on August 26, 2020.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the zoning map changes. The properties identified for this change of the Zoning Map to City of Fernandina Beach Low Density Residential (R-1) for properties located and identified as by map exhibit attached hereto as Exhibit "A".

SECTION 2. ZONING MAP CHANGE. For the property in question, the City's Zoning Map is hereby changed as follows and attached hereto as Exhibit "A":

- From Nassau County Residential Single Family 2 to City of Fernandina Beach Low Density Residential (R-1).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ADOPTED this 17th day of November, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

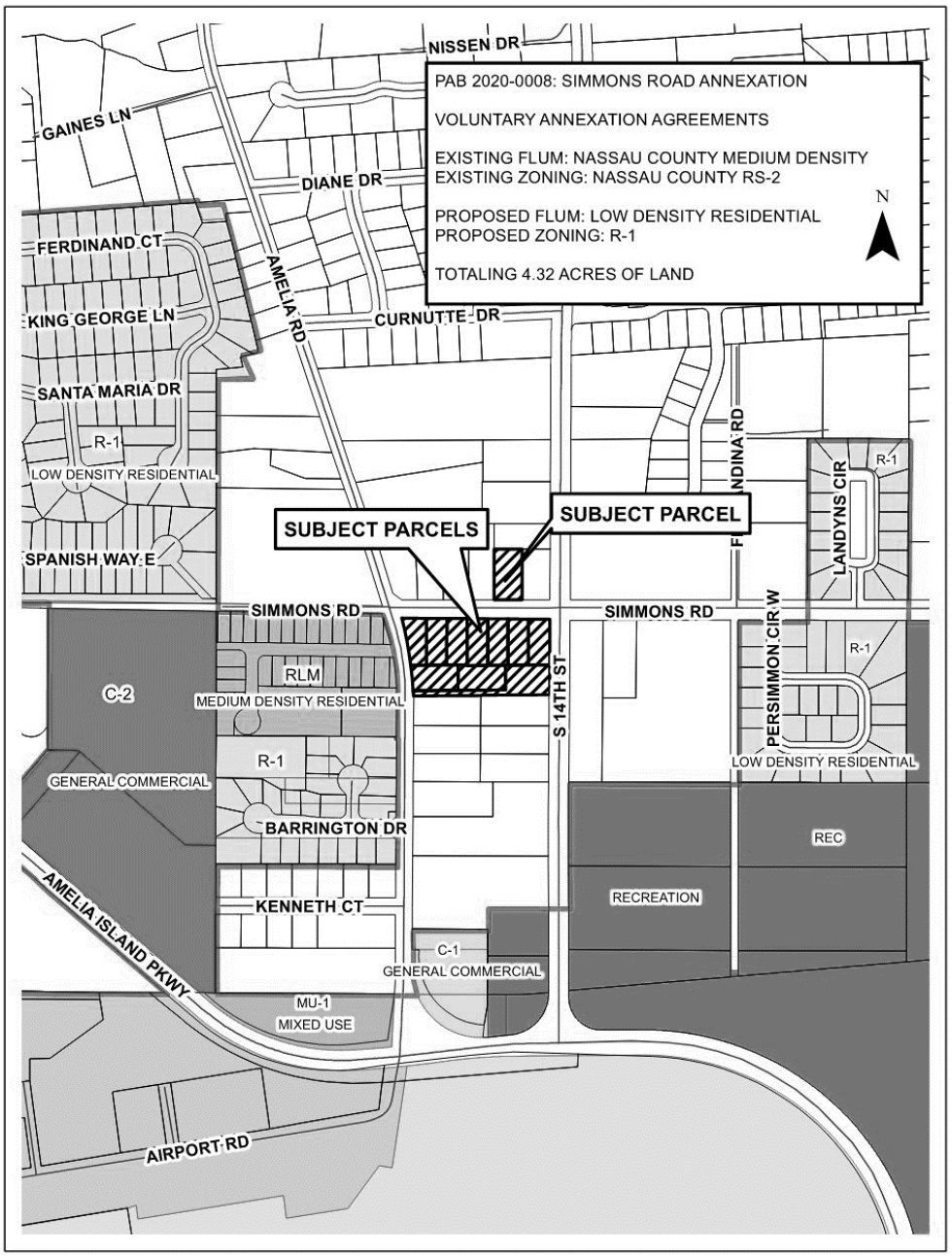
APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

EXHIBIT A

CITY OF FERNANDINA BEACH, REQUESTS ANNEXATION OF PROPERTIES LOCATED IN THE PLANTATION HAMMOCK SUBDIVISION LOCATED ON SIMMONS ROAD BETWEEN S. 14TH STREET AND AMELIEA 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.



STAFF REPORT
PAB 2020-0008 (AX, LU, CZ)
Planning Advisory Board Hearing
September 9, 2020

Jacob M. Platt
Senior Planner

APPLICATION FOR VOLUNTARY ANNEXATION, SMALL-SCALE FUTURE LAND USE AND ZONING MAP

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Various Property Owners				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Low Density Residential and, Zoning District of R-1				
LOCATION:	Simmons Road, between South 14th Street and Amelia Road				
CURRENT ZONING:	Nassau County Residential Single-Family 2				
CURRENT LAND USE:	Nassau County Medium Density				
EXISTING USES ON SITE:	Single Family Homes and one stormwater pond				
PROPERTY SIZE:	Approximately 4.32 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SFH Sites	Early 2000's	RS-2	MD
	South	SFH Sites	2011 & 2019	RS-2	MD
	East	Vacant Land	N/A	RS-2	MD
	West	SFH Sites	2019	RLM	MDR

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests annexation of eleven parcels of land located between Amelia Road and South 14th Street and along Simmons Road. These parcels became contiguous to the municipal limits in 2016 when the Aspire Phase II, Lakeside Reserve subdivision property was annexed into the City. Resolution 2014-154 approved extension of water services outside of the corporate limits of the City. This extension provided water to the nine lot Plantation Hammock subdivision on the south side of Simmons Road. Resolution 2018-182 approved extension of water services to the property located at 847 Simmons Road, lot 6 of the Glyndon Estates subdivision. Assignment of the Low Density Residential (LDR) Future Land Use Map (FLUM) category and Low Density Residential (R-1) zoning district is requested for the subject properties. This designation is the is the most closely aligned with the Current Nassau County FLUM category and zoning district.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The subject parcels are recently constructed single family homes and any development or redevelopment can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service required by the Comprehensive Plan.

CONCLUSION AND STAFF RECOMMENDATIONS:

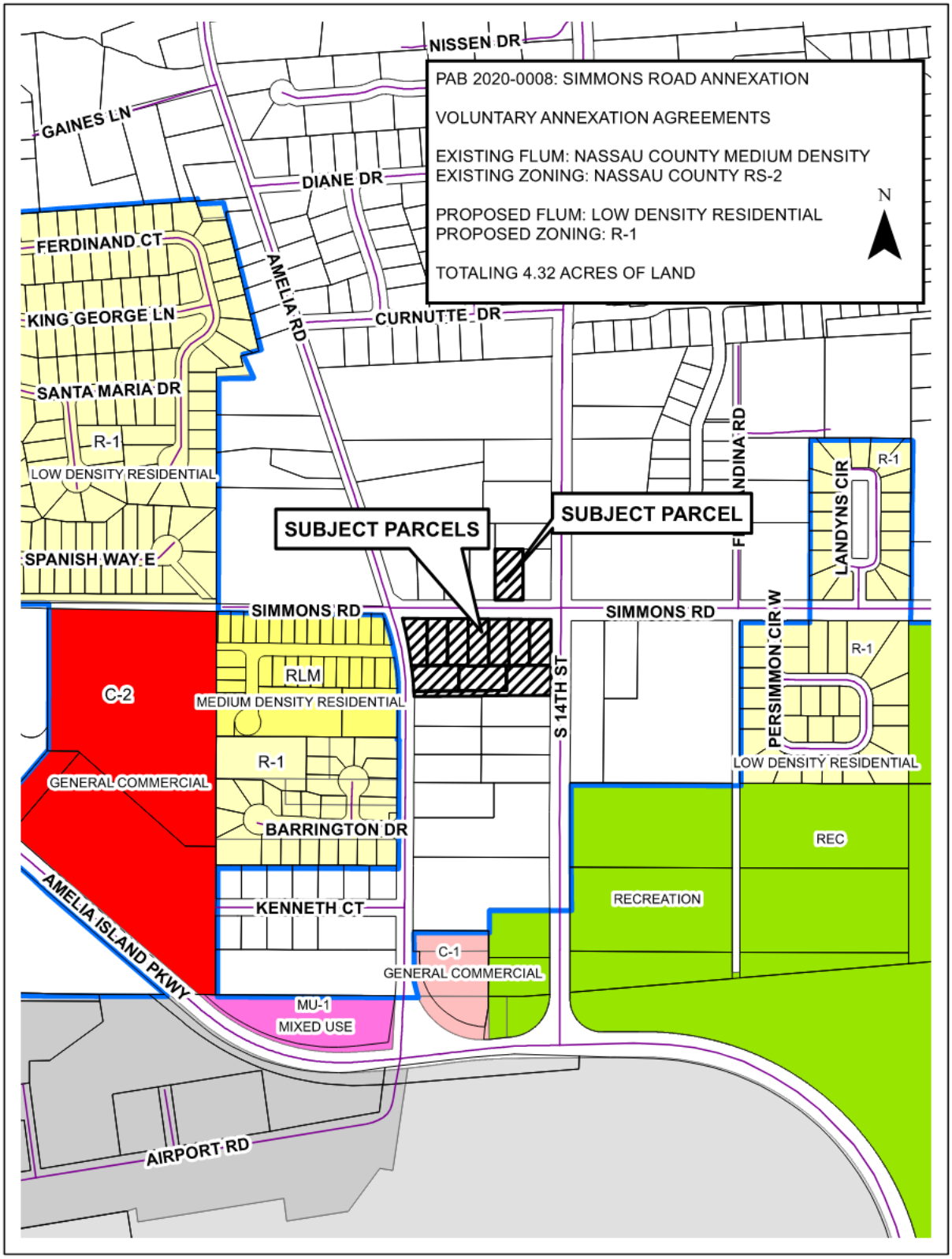
The requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the Low Density Residential FLUM category, and R-1 zoning district. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for October 20th, 2020.

Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 11.01.07	√

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2020-0008 to the City Commission requesting that a Voluntary Annexation, Assignment of the Low Density Residential land use category, and R-1 zoning district be **(approved or denied)** and that PAB case 2020-0008, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.


3008
2965
3020
815
821
833
847
3001
SIMMONS RD
804
812
820
828
836
842
850
76769
771
764768
770
PLANTATION HAMMOCK
PBK 8-104
3024
3026
AMELIA RD
3028
3101
3030
3113
3106
3116
3125
3118
3129
3124
3130
S 14TH ST


PAB 2020-0008: SIMMONS ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY MEDIUM DENSITY
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: LOW DENSITY RESIDENTIAL
PROPOSED ZONING: R-1
TOTALING 4.32 ACRES OF LAND
N
NISSEN DR
GAINES LN
DIANE DR
FERDINAND CT
KING GEORGE LN
AMELIA RD
CURNUTTE DR
SANTA MARIA DR
R-1
LOW DENSITY RESIDENTIAL
SPANISH WAY E
SUBJECT PARCELS
SUBJECT PARCEL
SIMMONS RD
SIMMONS RD
C-2
GENERAL COMMERCIAL
RLM
MEDIUM DENSITY RESIDENTIAL
R-1
BARRINGTON DR
KENNETH CT
AMELIA ISLAND PKWY
S 14TH ST
C-1
GENERAL COMMERCIAL
MU-1
MIXED USE
AIRPORT RD
FERNANDINA RD
LANDYNS CIR
R-1
PERSIMMON CIR W
R-1
LOW DENSITY RESIDENTIAL
REC
RECREATION

14

Inst: 201845039263 Date: 12/21/2018 Time: 11:07AM
Page 1 of 14 B: 2244 P: 1910, Doc Type: UNK
John A. Crawford, Clerk of Court, Nassau County,
By: TP, Deputy Clerk

RESOLUTION 2018-182

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.50 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Theodore and Melody Mandrick, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.50 acres located at 847 Simmons Road (Parcel ID Number: 00-00-30-0262-0006-0000); and

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

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

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

SECTION 1. The City Commission hereby authorizes the extension of water services to the property owners identified, whose property is located outside the corporate limits of the City at 847 Simmons Road and noted as parcel 00-00-30-0262-0006-0000, and approves the Voluntary Annexation Petition, attached hereto as Exhibit "1".

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

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

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

ADOPTED this 18th day of December, 2018.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner - Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

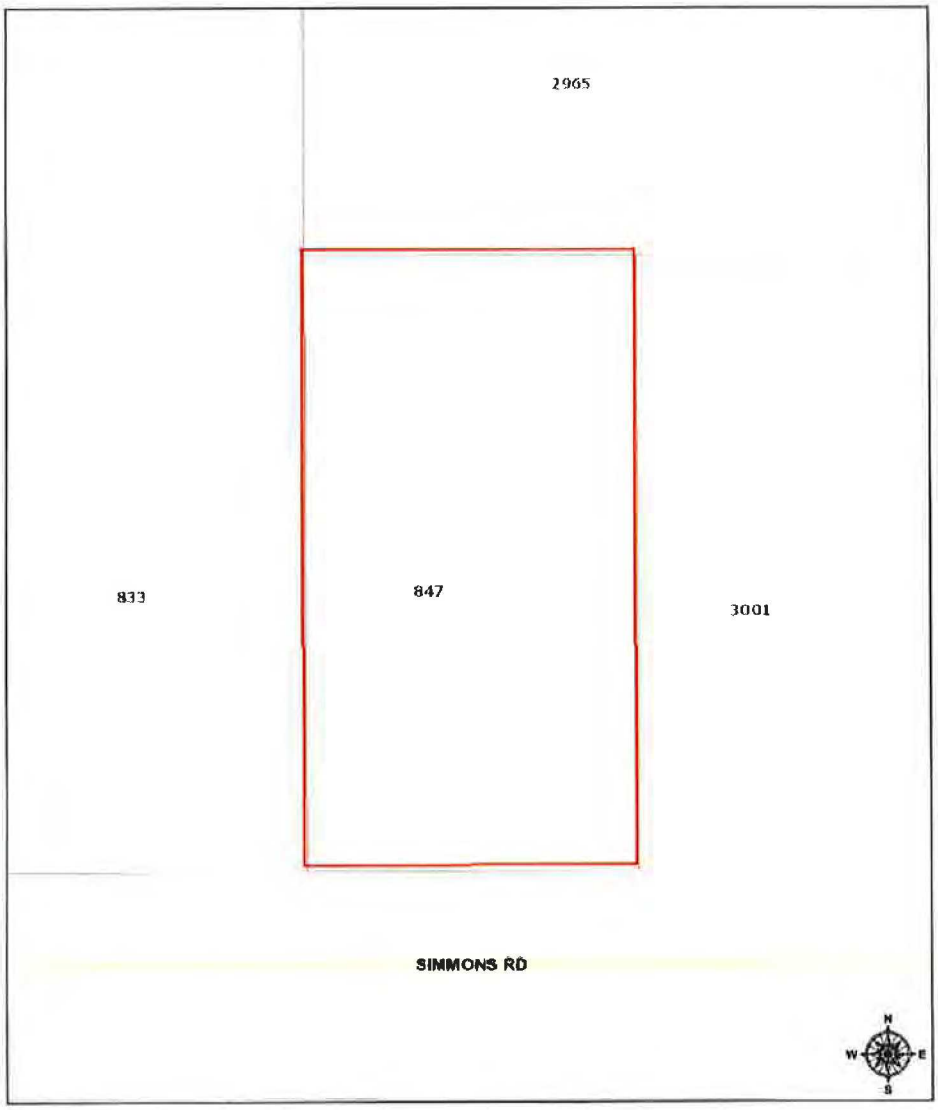
APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

RESOLUTION 2018-182
EXHIBIT "A"

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF PARCEL ID NUMBER: 00-00-30-0262-0006-0000 LOCATED AT 847 SIMMONS ROAD TOTALING APPROXIMATELY 0.50 ACRES OF LAND

847 Simmons Road- Voluntary Annexation



November 15, 2018

1:564

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

OFFICE USE ONLY	
REC'D: KG	BY: 11/15/18
PAYMENT: $ ✓ 300	TYPE:
APPLICATION #:	
CASE #:	
CC MEETING DATE: 12/18/18	

WATER/SEWER &VOLUNTARY ANNEXATION APPLICATION

APPLICANT INFORMATION

Owner Name: Theodore + Melody Mandrick

Mailing Address: 847 Simmons Rd, Fernandina Beach, FL 32034

Telephone: 904-321-7134 Fax:

Email: mandrick+@yahoo.com

Agent Name:

Mailing Address:

Telephone: Fax:

Email:

PROPERTY INFORMATION

Street Address: 847 Simmons Rd

Parcel Identification Number(s): 00-00-30-0262-0006-0000

PROJECT INFORMATION

Total Number of Lots/Parcels: 1

Less than One (1) acre Sq. Footage: 21,782.69 One (1) Acre or Greater:

Existing Zoning Classification: RS-2

Existing Future Land Use Classification: Medium density

Description of Request: Request for water services

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

11/15/18
Date

Theodore Mendrick
Melody Mendrick
Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

HARRIET DAVIS
MY COMMISSION # GG86124
EXPIRES. March 22, 2021

Subscribed and sworn to before me this 15 day of Nov, 2018.

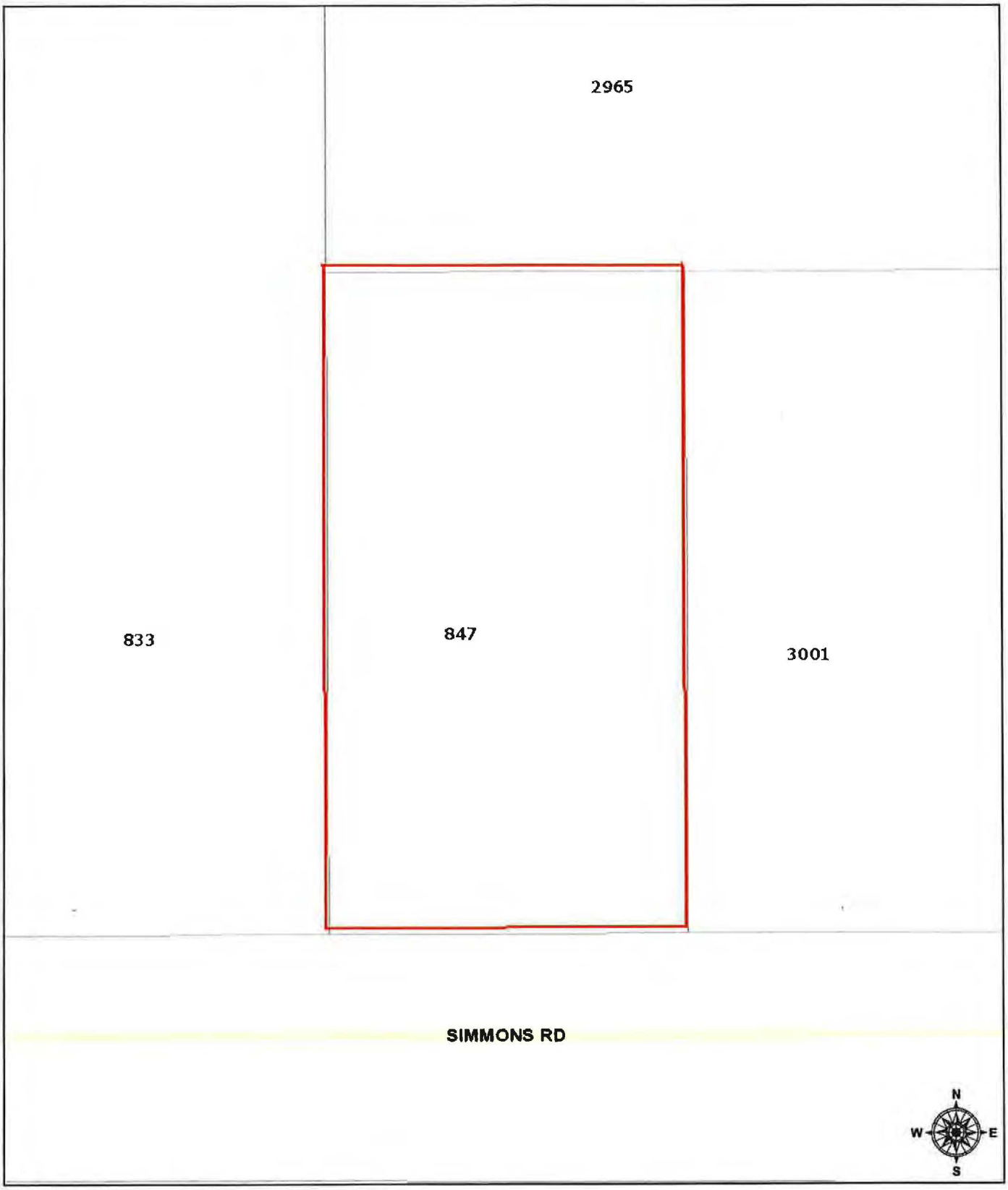
Harriet Davis
Notary Public: Signature

Harriet Davis
Printed Name

3/22/21
My Commission Expires

Personally Known _____ OR Produced Identification ✓ ID Produced: FL DL

847 Simmons Road- Voluntary Annexation



November 15, 2018

1:564

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 15th day of November, 2018 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Theodore & Melody Mandrick (hereinafter collectively referred to as the "Applicants").

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

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

PARCEL ID#: 00-00-30-0262-0006-0000

GENERALLY DESCRIBED AS: Lot 6 in OR 751/1652 & OR 1852/1538 Glyndon Estates PB 5/366

ADDRESSED AS: 847 Simmons Road

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

DALE L. MARTIN
City Manager

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: _____
Applicant

By: _____
Applicant

STATE OF FLORIDA
COUNTY OF Nassau

HARRIET DAVIS
MY COMMISSION # GG86124
EXPIRES: March 22, 2021

Sworn and subscribed before me this 15 day of Nov, 2018.

Harriet Davis
Signature of Notary
My Commission Expires:
Type of Identification Produced FL DL

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

NASSAU | A. Michael Hickox, CFA, Cert.Res.RD1941 Nassau County Property Appraiser

OWNER NAME	ROSS GARY H	**PARCEL NUMBER**	00-00-30-0262-0006-0000
MAILING ADDRESS	58240 COOPERS NECK RD	**TAX DISTRICT**	UNINCORPORATED MIDDLE ISLAND (DISTRICT 8)
		MILLAGE	15.3904
		PROPERTY USAGE	SINGLE FAMILY
	HILLIARD, FL 32046	**DEED ACRES**	0
LOCATION ADDRESS	847 SIMMONS RD	**HOMESTEAD**	N
	FERNANDINA BEACH 32034	**PARCEL MAP RECORD**	MAP THIS PARCEL
SHORT LEGAL	LOT 6 IN OR 751/1652 & OR 1852/1538 GLYNDON ESTATES PB 5/366	**TAX COLLECTOR SEARCH**	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

2018 Certified Values

JUST VALUE OF LAND	$75,000
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$102,602
TOTAL MISC VALUE	$5,531
JUST OR CLASSIFED TOTAL VALUE	$183,133
ASSESSED VALUE	$183,133
EXEMPT VALUE	$0
TAXABLE VALUE	$183,133

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC TWN RNG
SFR 000100	1	LT	3-2N-28

Building Information

TYPE	TOTAL AREA	HEATED AREA	BED ROOMS	BATHS	PRIMARY EXTERIOR	SECONDARY EXTERIOR	HEATING	COOLING	ACTUAL YEAR BUILT	BUILDING SKETCH
SINGLE FAM	2,591	1,759	3	2	AVERAGE	ABOVE AVG.	AIR DUCTED	FORCED AIR	1996	SHOW SKETCH

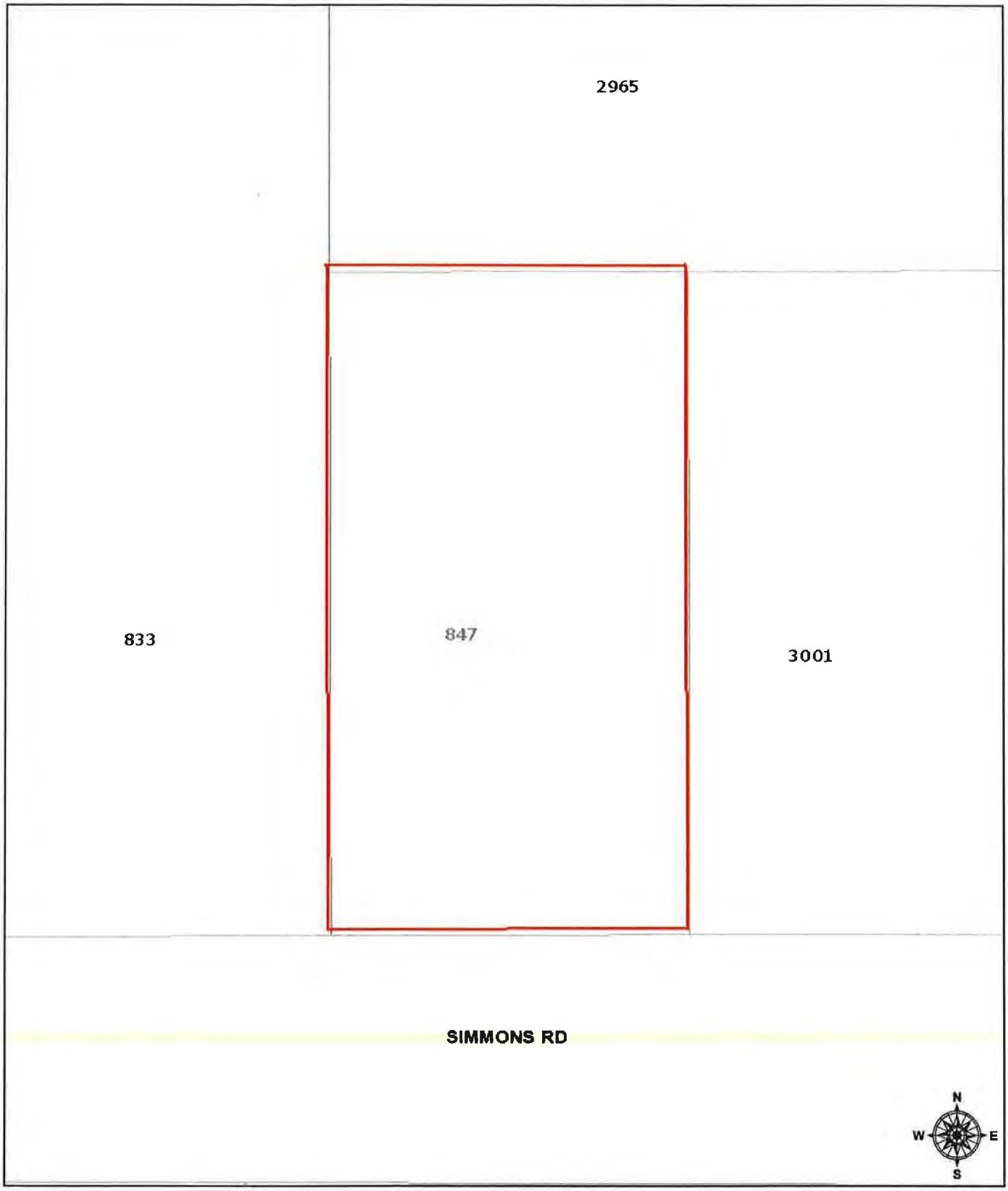
Miscellaneous Information

DESCRIPTION	DIMENSIONS L x W	UNITS	YEAR BUILT
CONCRETE C	0 X 0	1899	1996
CONCRETE C	0 X 0	159	1996
CONCRETE A	0 X 0	12	1996
FP-1-SG-AV	0 X 0	1	1996

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
04/25/2013	1852/1538	1852/1538	100	QC	U	Y	ROSS BARBARA TRAPP	ROSS GARY H
02/16/1996	751/1652	751/1652	20500	PR	Q	N	DAVIS CLYDE W P/R	ROSS GARY & BARBARA

847 Simmons Road- Voluntary Annexation



November 15, 2018

1:564

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand)

When recorded, return to:
Hamilton Group Funding, Inc.
Attn: Final Document Department
1551 Sawgrass Corporate PKWY, Suite 300
Sunrise, FL 33323

This document was prepared by:
Hamilton Group Funding, Inc.
1551 Sawgrass Corporate PKWY, Suite 300
Sunrise, FL 33323
954-241-2800

Title Order No.: 18-784

LOAN #: 1809091075

[Space Above This Line for Recording Data]

MORTGAGE

FHA Case No.
091-6595320-703-203B

MIN: 1005077-2012090023-7

MERS PHONE #: 1-888-679-6377

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.
(A) "Security Instrument" means this document, which is dated **November 9, 2018,** together with all Riders to this document.
(B) "Borrower" is **THEODORE D MANDRICK AND MELODY S MANDRICK, HUSBAND AND WIFE, AND JOHN M MANDRICK, A MARRIED MAN.**

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is **Hamilton Group Funding, Inc..**

Lender is **a Florida Corporation,** organized and existing under the laws of **Florida.**
Lender's address is **1551 Sawgrass Corporate PKWY, Suite 300, Sunrise , FL 33323**

(E) "Note" means the promissory note signed by Borrower and dated **November 9, 2018.** The Note states that Borrower owes Lender **THREE HUNDRED THOUSAND ONE HUNDRED SIXTY TWO AND NO/100***

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the **County** of **Nassau**
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

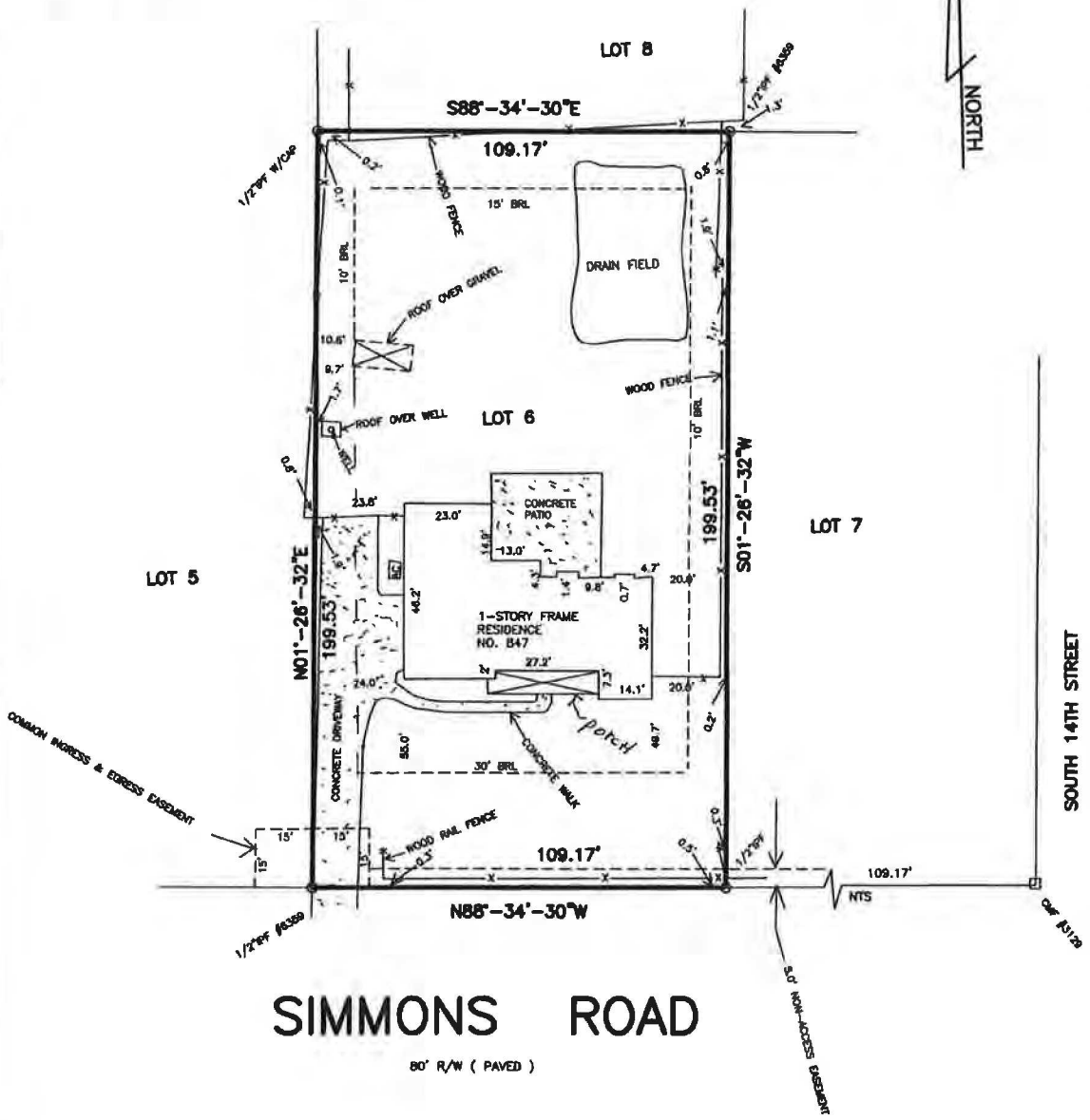
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 00-00-30-0262-0006-0000

which currently has the address of **847 Simmons Rd, Fernandina Beach,**
[Street] [City]
Florida **32034** ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

MAP SHOWING BOUNDARY SURVEY OF
LOT 6, GLYNDON EASTATES,
AS RECORDED IN PLAT BOOK 5, PAGE 366,
OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

CERTIFIED TO:
THEODORE MANDRICK AND MELODY MANDRICK,
HAMILTON GROUP FUNDING,
FIRST AMERICAN TITLE INSURANCE CO.
ANDREA F. LENNON, P.A.



SIMMONS ROAD

80' R/W (PAVED)

COASTAL LAND SURVEYORS

& MAPPERS, INC.
34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL. 904-261-6650 FAX 904-277-6650

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR CHAPTER 180-7, GEORGIA STATUTES.

LICENSED BUSINESS NO. 6412

JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

BEARINGS BASED ON PLAT OF RECORD

PROPERTY SHOWN HEREON LIES WITHIN
FLOOD ZONE X AS SHOWN ON
FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120170 PANEL NO. 0377G
DATED 9/2/17

DATE OF SURVEY: NOVEMBER 8, 2018
SCALE 1"=30'
JOB NO. 1811-08 F.B. 348

CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.

LEGEND:

IRON PIPE FOUND - IPF	POWER LINE ----P----
IRON PIPE SET - IPS	PLAT - P.
RE/BAR FOUND - RBF	FIELD MEASURED - FM.
NOT TO SCALE - NTS	RECORD - R. DEED - D.
BUILDING RESTRICTION LINE - BRL	POWER POLE - PP
CONCRETE MONUMENT FOUND - CMF	CONCRETE - CONC.
STAINLESS STEEL PIPE FOUND - SSPF	FENCE ----X----
RIGHT-OF-WAY - R/W	RIGHT-OF-WAY - R/W
POINT OF CURVE - PC POINT OF TANGENCY - PT	POINT OF REVERSE CURVE - PRC
CENTERLINE - ℄ OFFICIAL RECORDS BOOK - O.R.B.	

RESOLUTION 2014-154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE (1) PARCEL TOTALING 4.3 ACRES LOCATED AT SIMMONS ROAD; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners William and JoNell Jensen have completed the City of Fernandina Beach Voluntary Annexation Petition / Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one (1) parcel containing approximately 4.3 acres located at Simmons Road (Parcel ID Number: 00-00-30-044A-0004-0000); and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, at its meeting duly called and assembled that:

SECTION 1. The City Commission hereby authorizes the extension of water services to the property owner identified, whose property is located outside the corporate limits of the City at Simmons Road and noted as Parcel 00-00-30-044A-0004-0000, and approves the Voluntary Annexation Petition, attached hereto as Exhibit "1".

SECTION 2. The City Commission authorizes 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 this 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 5th day of November, 2014.

CITY OF FERNANDINA BEACH

Edward E. Boner
Mayor - Commissioner

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

When Recorded Return To:
City Clerk's Office
204 Ash Street
Fernandina Beach, Fla. 32034

Resolution 2014-154
Exhibit "1"

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this _____ day of _____, 2014 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and William and Jovell Jensen (hereinafter collectively referred to as the "Applicants").

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

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

PARCEL ID#: 00-00-30-044A-0004-0000

GENERALLY DESCRIBED AS: 3-2N-28 LOT 4 EX S-1 OR 242/269 EX R/W OR 341/327 & R/W IN OR 372/532

ADDRESSED AS: Simmons Road

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.

INSTR # 201429167, Book 1946, Page 780
Pages 11
Doc Type AGR, Recorded 11/07/2014 at 12:01 PM,
John A Crawford, Nassau County Clerk of Circuit C

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

JOE GERRITY
City Manager

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

X By: William P. Jensen
Applicant

By:_____
Applicant

STATE OF FLORIDA
COUNTY OF Nassau

Sworn and subscribed before me this 14 day of October, 2014.

Tricia D Bowen
Signature of Notary
My Commission Expires: 4/12/18
Type of Identification Produced Personally Known

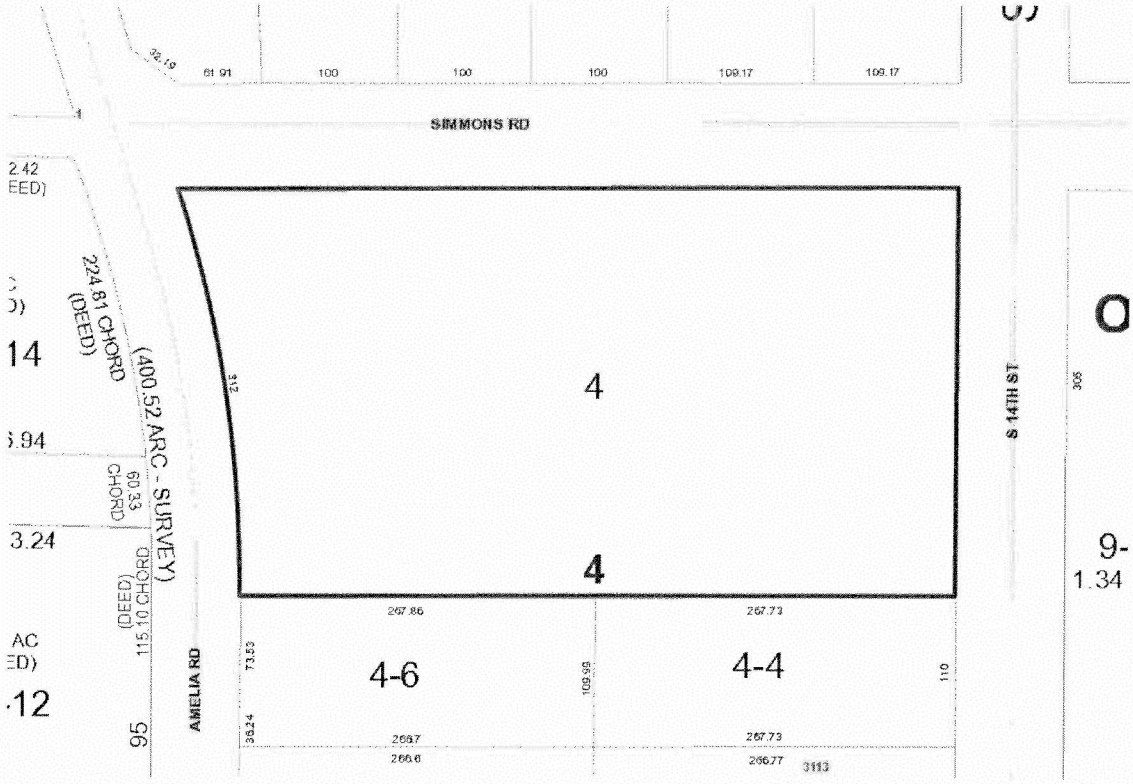
TRICIA D BOWEN
Notary Public - State of Florida
My Comm. Expires Apr 12, 2018
Commission # FF 060654

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

Nassau County Property Appraiser's Office

A. Michael Hickox, Cert.Res.RD1941 - Property Appraiser



Full Parcel Report

Parcel ID:	00-00-30-044A-0004-0000
Calculated Acreage:	3.80
Deed Acreage:	0.00
Property Use	VACANT

Ownership Information

Name	JENSEN WILLIAM P & JO NELL
Mailing Address	3008 TIPPS DR
	NEDERLAND, TX 776276755
Situs/Physical Address	SIMMONS RD

Values

Land Value	$193,500.00
Ag Land Value	$0.00
Building Value	$0.00
Misc Value	$0.00
Just Value	$193,500.00
Assessed Value	$156,090.00

Last 2 Sales

Date	Price	Vacant?	Qual
19760101	$20,000.00	Y	Q
19740101	$50,000.00	Y	Q

A. Michael Hickox
Cert. Res. RD1941
Nassau County Property Appraiser

THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. NEITHER NASSAU COUNTY, ITS MUNICIPALITIES, NOR THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE ASSUMES RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HERON. THIS IS NOT A SURVEY.

N W E S

Printed: Friday, September 26, 2014

OWNER NAME	JENSEN WILLIAM P & JO NELL	PARCEL NUMBER	00-00-30-044A-0004-0000
MAILING ADDRESS	3008 TIPPS DR	TAX DISTRICT	UNINCORPORATED ISLAND (DISTRICT 5)
		MILLAGE	15.1056
		PROPERTY USAGE	VACANT RESIDENTIAL
	NEDERLAND, TX 776276755	DEED ACRES	4.3
LOCATION ADDRESS	SIMMONS RD	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	3-2N-28 LOT 4 EX S-1 OR 242/269 EX R/W OR 341/327 & R/W IN OR 372/532	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK PROPERTY RECORD CARD (PDF)

2014 Preliminary Values - Subject to Change

JUST VALUE OF LAND	$193,500
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$0
TOTAL MISC VALUE	$0
JUST OR CLASSIFED TOTAL VALUE	$193,500
ASSESSED VALUE	$156,090
EXEMPT VALUE	$0
TAXABLE VALUE	$156,090

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
SFR ACRES 000115	4	AC	5-2N-28

Building Information

There is no Building information for this record.

Miscellaneous Information

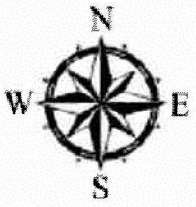
There is no Miscellaneous Information for this record.

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
01/01/1976	221/146	221/146	20000	WD	Q	N		
01/01/1974	160/523	160/523	50000	WD	Q	N		



00-00-30-044A-0004-0000



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. NEITHER NASSAU COUNTY, ITS MUNICIPALITIES, NOR THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREIN. THIS IS NOT A SURVEY.

Printed: Oct 15, 2014

OFFICE USE ONLY

REC'D: 10/14/14 BY: adl

PAYMENT: $ 300.00 TYPE: CK #1757

APPLICATION #: 2014-0001343

CASE #: AX 2014-03

CC MEETING DATE: 11/4/14

WATER/SEWER & VOLUNTARY ANNEXATION APPLICATION

APPLICANT INFORMATION

Owner Name: William P & JoNell Jensen

Mailing Address: 3008 Tipps Drive Nederland, Texas 77627

Telephone: 409-727-2848 Fax: N/A

Email:

Agent Name: Gillette & Associates, Inc

Mailing Address: 20 South 4th Street Fernandina Beach, FL 32034

Telephone: 261-8819 Fax: 261-9905

Email: nicki@gillettassociates.com

PROPERTY INFORMATION

Street Address: Simmons Road

Parcel Identification Number(s): 00-00-30 044A-0004-0000

PROJECT INFORMATION

Total Number of Lots/Parcels: 1

Less than One (1) acre Sq. Footage: N/A One (1) Acre or Greater: 3.8

Existing Zoning Classification: RS-2

Existing Future Land Use Classification: Medium Density

Description of Request: Water service connection to a 9 lot single family residential subdivision. Subject property is not contigous.

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

Oct. 6, 2014 — Date

X William F. Jensen — Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

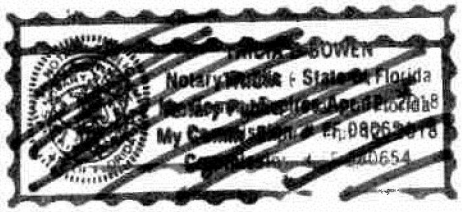
Subscribed and sworn to before me this 14 day of October, 2014.

Tricia D Bowen — Notary Public: Signature

Tricia D Bowen — Printed Name

4/12/18 — My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____





Gillette & Associates, Inc.

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

AGENT AUTHORIZATION

I, WILLIAM P. JENSEN, of NEDERLAND, TX. the owner of the following property(s) do hereby authorize, Gillette & Associates, Inc., to act as my Agent in conjunction with all site plan applications, concurrency applications, preliminary plat applications, and any other Local, State and/or Federal development permits necessary for development of the following property, without any further notice.

Location: Simmons Road

Parcel No.: 00-00-30-044A-0004-0000

William P. Jensen — *Signature*

08-08-2014 — *Date*

409-727-2848 — *Telephone Number*

STATE OF FLORIDA
COUNTY OF Nassau

Subscribed and sworn to before me this 8th day of July, 2014.

Who is personally known to me ✕ or has produced identification _____

Tricia D Bowen — Notary Public: Signature

TRICIA D. BOWEN — Printed Name

My Commission Expires: 04/12/2018.

TRICIA D BOWEN
Notary Public - State of Fl
My Comm. Expires Apr 12, 2018
Commission # FF 080654

20 South 4th Street • Amelia Island, Florida 32034 Phone: (904) 261-8819 Fax: (904) 261-9905

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014-154
Water Services Request and Voluntary Annexation Petition – Simmons Road

SCANNED KB

DEPARTMENT: Community Development Department

ATTACHMENTS: ___ Ordinance _X_ Resolution
___ Support Documents ___ Other

RECOMMENDED ACTION: Approve Resolution 2014-154 authorizing the extension of water services and execution of the voluntary annexation petition for Simmons Road Parcel ID 00-00-30-044A-0004-0000.

SUMMARY: William and JoNell Jensen have submitted an application for water services outside the municipal limits. In accordance with Municipal Code Sections 82-44 and 82-403, this application is also accompanied by a petition for voluntary annexation. The application applies to a 4.3 acre parcel located on Simmons Road (Parcel ID 00-00-30-044A-0004-0000). This property is vacant; it is not currently contiguous to the City limits.

Action on this application will not immediately annex the subject property; approval of this Resolution will authorize extension of water utilities to serve the property and will approve the voluntary annexation petition. The property will not be annexed until such time as it is contiguous to City limits.

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

CITY ATTORNEY COMMENTS: No additional comments.

DEPARTMENT HEAD	Submitted by: Adrienne Burke AB Community Development Director	Date: 10/15/14
	Requested Agenda	Date: 11/5/14
FINANCE DEPARTMENT	Approved as to Budget Requirements DHC	Date: 10/17/14
CITY ATTORNEY	Approved as to Form & Legality TEB	Date: 10/16/14
CITY MANAGER	Approved Agenda Item for 11/5/14	Date: 10/16/14

COMMISSION ACTION:
_X_ Approved As Recommended ___ Disapproved
___ Approved With Modification ___ Postponed to Time Certain
___ Other ___ Tabled

Approved at the City Commission Meeting
Held on: 11/5/14
Voted: Initial: KB

INSTR # 201506772, Recorded 03/10/2015 at 03:02 PM, John A Crawford, Clerk of Courts, Nassau County,

"PLANTATION HAMMOCK"

A REPLAT OF A PORTION OF LOT 4, OCEAN BREEZE SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. BEING A PORTION OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

PLAT BOOK 8 PAGE 104

SHEET 1 OF 2 SHEETS

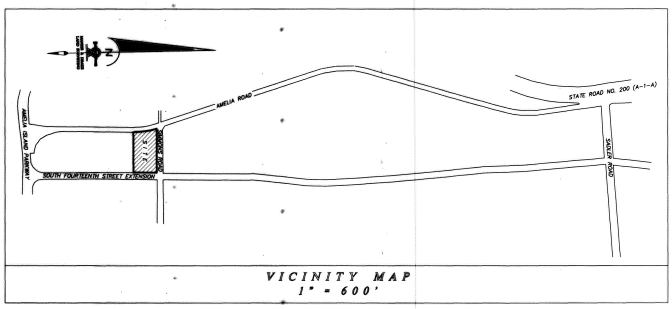
CFN# 201506772

CAPTION:

A PORTION OF LOT 4, "OCEAN BREEZE SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING A PORTION OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SIMMONS ROAD (AN 80-FOOT RIGHT-OF-WAY) WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH FOURTEENTH STREET EXTENSION (AN 80-FOOT RIGHT-OF-WAY); THENCE SOUTH 01°53'25" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE SAID SOUTH FOURTEENTH STREET EXTENSION, A DISTANCE OF 288.90 FEET; THENCE NORTH 89°32'00" WEST, A DISTANCE OF 535.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD (A 50-FOOT RIGHT-OF-WAY BY USAGE), SAID POINT BEING ON A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1481.31 FEET; THENCE NORTHWESTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'24", AN ARC DISTANCE OF 308.19 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°38'41" WEST AND CHORD DISTANCE OF 308.61 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SIMMONS ROAD, AFOREMENTIONED; THENCE SOUTH 89°34'30" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 582.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.82 ACRES, MORE OR LESS.



VICINITY MAP
1" = 600'

TITLE CERTIFICATION

WE, First American Title Insurance Co., A TITLE COMPANY, DO HEREBY CERTIFY THAT WE HAVE SEARCHED THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AS TO THE TITLE TO THE HEREON DESCRIBED PROPERTY AND WE HEREBY CERTIFY THAT THE TITLE TO THE PROPERTY IS VESTED IN Simmons B, LLC THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THE PROPERTY IS NOT ENCUMBERED BY ANY MORTGAGES OR OTHER ENCUMBRANCES OTHER THAN SHOWN HEREON AND THAT ALL EASEMENTS OF RECORD ARE SHOWN.

Mike Wood Jr.
TITLE COMPANY REPRESENTATIVE

CHIEF OF FIRE-RESCUE CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE CHIEF OF FIRE-RESCUE OF NASSAU COUNTY, FLORIDA

THIS 11 DAY OF February A.D. 2015.

CHIEF OF FIRE-RESCUE

COUNTY TAX COLLECTOR CERTIFICATE

TAX IDENTIFICATION NUMBER 00-00-30-0AA-0004-0000

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT.

SIGNED THIS 11th DAY OF February A.D. 2015.

TAX COLLECTOR
NASSAU COUNTY, FLORIDA

DIRECTOR OF ENGINEERING SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMINED AND APPROVED BY THE DIRECTOR OF ENGINEERING SERVICES OF NASSAU COUNTY, FLORIDA.

THIS 24 DAY OF February A.D. 2015.

DIRECTOR OF ENGINEERING SERVICES

COMMISSION APPROVAL CERTIFICATE

EXAMINED AND APPROVED THIS 9th DAY OF March A.D. 2015 BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA.

COMMISSION CHAIRMAN

OFFICE OF THE COUNTY ATTORNEY

APPROVED FOR THE RECORD, THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN SIGNED AND APPROVED BY THE NASSAU COUNTY ATTORNEY, THIS 3rd DAY OF March A.D. 2015

OFFICE OF THE COUNTY ATTORNEY

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177 OF FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK 8 PAGE 104 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THIS 10th DAY OF March A.D. 2015.

CLERK OF THE CIRCUIT COURT

COPYRIGHT © 2015 BY MANZIE AND DRAKE LAND SURVEYING

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.s) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7), AND THAT PERMANENT CONTROL POINTS (P.C.P.s) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS 6th DAY OF February A.D. 2015.

MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE NO. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

CERTIFICATE OF REVIEW BY COUNTY EMPLOYED / CONTRACTED SURVEYOR / MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM A DULY LICENSED SURVEYOR AND MAPPER IN THE STATE OF FLORIDA, AND THAT I AM ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FORMAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, F.S. IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING / MAPPING REPORTED HEREON.

2/18/15
SURVEYOR / MAPPER DATE

PRINT NAME: CHARLES PURSELL LEE

FLORIDA REGISTRATION NO.: LS 5618

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SIMMONS B, LLC, IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON, WHICH SHALL HEREAFTER BE KNOWN AS "PLANTATION HAMMOCK, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, DEVELOPER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

ALL ALLEYS, EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC AREAS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR THE USES AND PURPOSES THEREON STATED, UNLESS OTHERWISE NOTED. NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION ON ANY GOVERNMENTAL BODY TO ACCEPT, IMPROVE, OR MAINTAIN ANY CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ASSUMED BY THE GOVERNING BODY.

TRACT "A" (RETENTION POND TRACT) IS HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE "PLANTATION HAMMOCK HOMEOWNER'S ASSOCIATION, INC".

SIMMONS B, LLC

WITNESS: B. McCs
Brian McCroskey
PRINT OF TYPE NAME

JAY MOOR
MANAGING MEMBER

WITNESS: Tarkington
Tamara Krueger
PRINT OF TYPE NAME

STATE OF: FLORIDA
COUNTY OF: NASSAU

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, Jay Moor, Manager TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE CITY OF FERNANDINA BEACH IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA THIS 10th DAY OF February A.D. 2015

NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES: April 12, 2018

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS 12 DAY OF FEB 2015.

COUNTY PLANNER

COUNTY HEALTH CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE REVIEWED THE ABOVE PLAT THIS 11th DAY OF FEBRUARY A.D. 2015, AND THESE LOTS ARE APPROVED TO BE SERVICED ON AN INDIVIDUAL LOT BASIS ACCORDING TO F.A.C. 64E-6 AND PLACED ON APPROVED PUBLIC WATER SYSTEMS.

COUNTY HEALTH DEPARTMENT

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE.
SET YOUR SITES ON US."

\\computer1\c\DM 3D Projects\16000 PLANTING HAMMOCK\16000-PLAT.dwg

PLAT BK 8 PG 105

"PLANTATION HAMMOCK"

A REPLAT OF A PORTION OF LOT 4, OCEAN BREEZE SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. BEING A PORTION OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

PLAT BOOK 8 PAGE 105

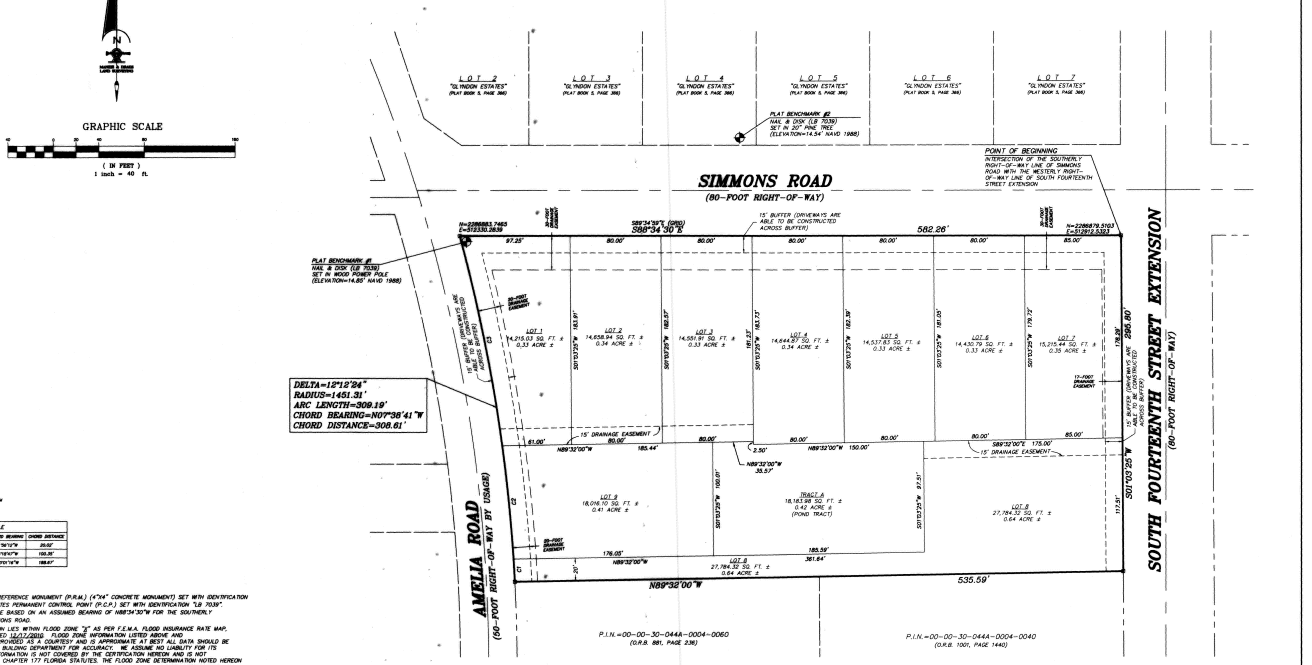
SHEET 2 OF 2 SHEETS

CFN # 201506772

GRAPHIC SCALE

(IN FEET)

1 inch = 40 ft



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	20.55'	1451.31'	0°47'26"	N15°16'19"W	20.55'
C2	130.37'	1451.31'	5°09'16"	N18°56'57"W	130.36'
C3	158.27'	1451.31'	7°27'14"	N10°51'16"W	158.19'

LEGEND
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
O.R.B. = OFFICIAL RECORDS BOOK
P.C.P. = PERMANENT CONTROL POINT MONUMENT
P.I.N. = PARCEL IDENTIFICATION NUMBER

SURVEYOR'S NOTES

1.) ○ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (4"X4" CONCRETE MONUMENT) SET WITH IDENTIFICATION "MANZIE LB 7039". ● DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "LB 7039".
2.) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N89°34'30"W FOR THE SOUTHERLY RIGHT-OF-WAY LINE OF SIMMONS ROAD.
3.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 0288C 0277 F, DATED 10/17/2018. FLOOD ZONE INFORMATION LISTED ABOVE AS SHOWN ON THIS SURVEY IS PROVIDED AS A COURTESY, AND IS APPROXIMATE AT BEST. ALL DATA SHOULD BE VERIFIED BY THE APPROPRIATE LOCAL GOVERNMENTAL BODY. THE SURVEYOR MAKES NO GUARANTEE AS TO ITS ACCURACY. FLOOD ZONE INFORMATION IS NOT COVERED BY THE CERTIFICATION HEREON AND IS NOT REQUIRED TO BE SHOWN PER CHAPTER 177 FLORIDA STATUTES. THE FLOOD ZONE DETERMINATION NOTED HEREON MAY BE SUPERSEDED AND/OR REDEFINED FROM TIME TO TIME BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) OR BY THE APPROPRIATE LOCAL GOVERNMENTAL BODY.
4.) "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5.) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
6.) NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO NASSAU COUNTY SUBDIVISION REGULATIONS AND BE APPROVED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.
7.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "RS-2".
8.) BUILDING SETBACK REQUIREMENTS FOR THIS SUBDIVISION ZONED "RS-2" ARE AS FOLLOWS: FRONT SETBACK = 25 FEET; SIDE SETBACK = 10 FEET; REAR SETBACK = 10 FEET
9.) THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY 5 , AS SCALED FROM STORM SURGE ATLAS VOLUME 1, PLATE 3, NASSAU COUNTY, FLORIDA, AS PER S.L.O.S.H. (SEA, LAKE, AND OVERLAND SURGES FROM HURRICANES).
10.) ALL LOT LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED
11.) LOTS SHOWN HEREON ARE INTENDED FOR RESIDENTIAL PURPOSES.
12.) COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983/1990.
13.) ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 1988)

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(904) 491-5700 FAX (904) 491-5777
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"OUR SIGHTS ARE ON THE FUTURE, SET YOUR SITES ON US."

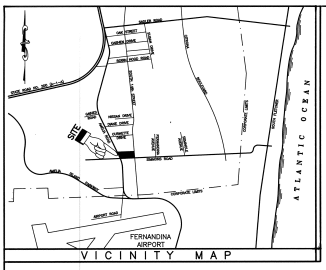
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PLAT BOOK 5 PAGE 366

SHEET 1 OF 1

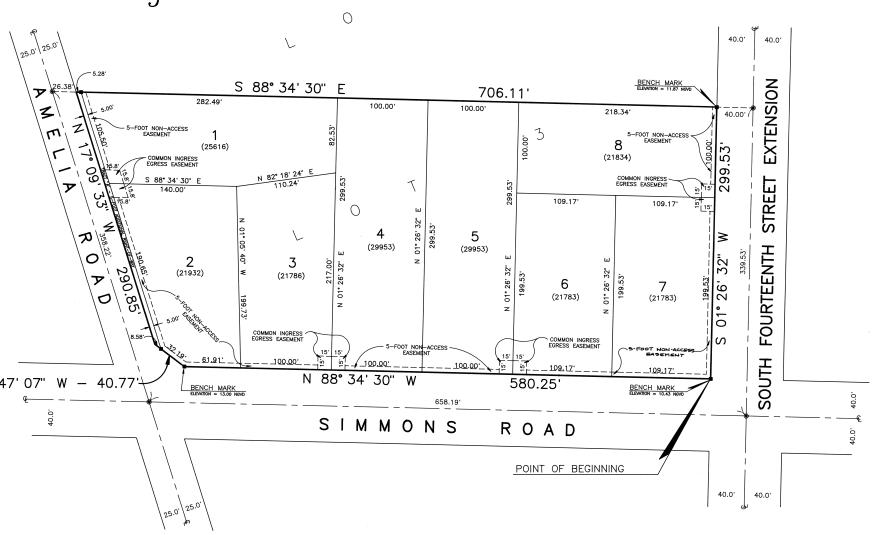
GLYNDON ESTATES

A REPLAT OF A PORTION OF LOT 3, OCEAN BREEZE FARMS
AS RECORDED IN PLAT BOOK 1, PAGE 10, PUBLIC RECORDS OF
NASSAU COUNTY, FLORIDA



VICINITY MAP





CAPTION :

A PARCEL OF LAND BEING A PORTION OF LOT 3, OCEAN BREEZE FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 10, OF THE PUBLIC RECORDS OF NASSAU, COUNTY, FLORIDA; LYING IN AND BEING PART OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, OF SAID COUNTY; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH FOURTEENTH STREET EXTENSION, AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, WITH THE NORTH RIGHT-OF-WAY LINE OF SIMMONS ROAD, AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE ON LAST SAID LINE NORTH 88 DEGREES 34 MINUTES 30 SECONDS WEST A DISTANCE OF 580.25 FEET; THENCE NORTH 52 DEGREES 47 MINUTES 07 SECONDS WEST A DISTANCE OF 40.77 FEET TO THE EAST RIGHT-OF-WAY LINE OF AMELIA ROAD, A 50-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE ON LAST SAID LINE NORTH 17 DEGREES 09 MINUTES 33 SECONDS WEST A DISTANCE OF 290.85 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE ON LAST SAID LINE SOUTH 88 DEGREES 34 MINUTES 30 SECONDS EAST A DISTANCE OF 706.11 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH FOURTEENTH STREET EXTENSION; THENCE ON LAST SAID LINE SOUTH 01 DEGREE 26 MINUTES 32 SECONDS WEST A DISTANCE OF 299.53 FEET TO THE POINT OF BEGINNING. BEING 4.50 ACRES, MORE OR LESS, IN AREA.

SURVEYOR'S NOTES:

1). ■ Denotes Permanent Reference Monument (P.R.M.) Set – PLS #3129
2). ● Denotes Permanent Control Point (P.C.P.) set – LB #6359
3). (43,560) denotes Lot Square Footage
4). Bearings shown hereon are based on N 88° 34' 30" W for the North Right-of-way Line of Simmons Road.
5). This parcel lies within Flood Zone "X" as shown on Flood Insurance Rate Map 1201?0 0377 C, dated May 4, 1988.
7). There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Nassau County, Florida.
8). There are no Jurisdictional Wetlands present on lands described in caption per Enviro-Plan, Inc., letter of 10/14/91, EPI #91-059
9). Bench Mark elevations refer to National Geodetic Vertical Datum of 1929.
10). Building Setback Requirements are as follows:
a. 30.0 feet from right-of-way.
b. 10.0 feet from side property lines.
c. 15.0 feet from rear property line.
11). Common Ingress / Egress Easements are for the purpose of providing common driveways from the edge of pavement to street right-of-way lines, limiting the number of driveways onto each existing street as shown.
12). Non-Access Easements are for the purpose of limiting vehicular access to the Common Ingress / Egress Easements only and may be used for fences, landscaping, pedestrian access, or any other use consistent with Zoning regulations, covenants, or restrictions, except vehicular access.
13). Minimum Elevation for Finished Floor of all Dwellings is to be 14.60

ADOPTION AND DEDICATION:

This is to certify that the undersigned, Gwendolyn H. Wood Dy
is(are) the lawful owner(s) of the lands described in the caption hereon, known as "Glyndon Estates" and have caused the same to be surveyed and subdivided as shown on this plat, and do hereby dedicate said survey, as hereby delineated, to the true and lawful purpose therein expressed, and do hereby irrevocably and without reservation dedicate for the use of the public as additional right-of-way for Amelia Road.

Signed and sealed this 17th day of May, A.D. 1993 in the presence of:

Witness: Carl S. Sawyer
Print Name

Owner: Gwendolyn H. Wood Dy.

State of: Florida
County of: Nassau

This is to certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Gwendolyn H. Wood, Jr. to me well known and known to be the person described in and who executed the foregoing Adoption and Dedication and who acknowledge before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

Witness my signature and official seal at the City of Fernandina Beach, in the County of Nassau and the State of Florida, this 17th day of May, A.D. 1993.

Notary Public, State of Florida, at large, Jeanette C. Goodbread
My commission expires Nov. 4, 1994 Jeanette C. Goodbread
Print Name
Serial No.: CC 061140

COMMISSION APPROVAL CERTIFICATE:

Examined and approved this 24th day of May, 1993 A.D., by the Board of County Commissioners of Nassau County, Florida.

COUNTY ATTORNEY

COMMISSION CHAIRMAN

COUNTY ENGINEER

CLERK'S CERTIFICATE:

I hereby certify that this plat has been examined and found to comply in form with Florida Statute 177.081 and is filed for record and recorded in Plat Book(s) 5, Page(s) 366, of the Public Records of Nassau County, Florida, this 25th day of May, 1993 A.D.

COUNTY CLERK

ZONING CERTIFICATION:

I hereby certify that this plat has been examined by me and is in compliance with the zoning rules and regulations of Nassau County, Florida, currently in effect this 19th day of May, 1993 A.D.

PLANNING/ZONING DIRECTOR

SURVEYORS CERTIFICATE:

This is to certify that the above plat is a true and correct representation of the land surveyed, platted and described in caption hereon, that said survey was made under my responsible direction and supervision, that the survey data complies with all the requirements of Florida Statute 177, that the survey and legal description are accurate and the Permanent Reference Monuments have been placed and the Permanent Control Points will be placed according to the laws of the State of Florida and Nassau County.

Signed this 18th day of May, A.D., 1993.

CARL S. SAWYER – FLA. CERT. #3129

PAMS corporation
CIVIL ENGINEERING – SURVEYING – LAND PLANNING
1486 SOUTH 14th STREET, SUITE 3, FERNANDINA BEACH, FLORIDA, 32034 OFFICE 904-261-5263, FAX 904-277-4466

COUNTY HEALTH CERTIFICATE:

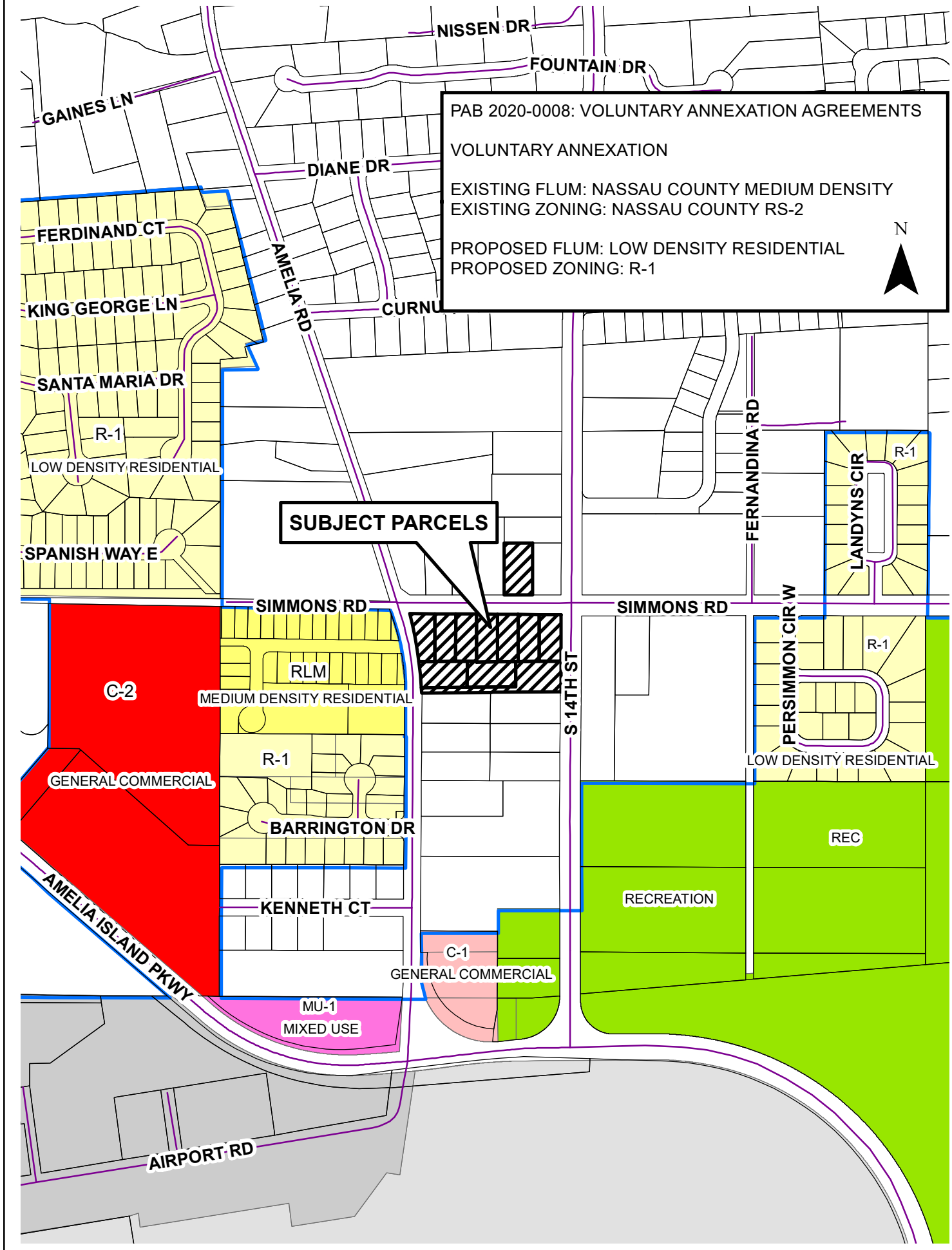
This is to certify that I have reviewed the above plat this 20th day of May, 1993 A.D., and these lots are approved to be reviewed on an individual lot basis according to F.A.C 10D-6 and F.A.C. 10D-6.

COUNTY HEALTH OFFICER

CERTIFICATE OF APPROVAL BY PUBLIC SAFETY DIRECTOR:

This is to certify that the above plat has been approved by the Public Safety Director of Nassau County, Florida, this 24 day of May, 1993 A.D.

PUBLIC SAFETY DIRECTOR


PAB 2020-0008: VOLUNTARY ANNEXATION AGREEMENTS
VOLUNTARY ANNEXATION
EXISTING FLUM: NASSAU COUNTY MEDIUM DENSITY
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: LOW DENSITY RESIDENTIAL
PROPOSED ZONING: R-1
N
NISSEN DR
FOUNTAIN DR
GAINES LN
DIANE DR
FERDINAND CT
KING GEORGE LN
AMELIA RD
SANTA MARIA DR
R-1
LOW DENSITY RESIDENTIAL
SPANISH WAY E
SUBJECT PARCELS
FERNANDINA RD
LANDYNS CIR
R-1
SIMMONS RD
SIMMONS RD
C-2
RLM
MEDIUM DENSITY RESIDENTIAL
S 14TH ST
PERSIMMON CIR W
R-1
LOW DENSITY RESIDENTIAL
GENERAL COMMERCIAL
R-1
BARRINGTON DR
REC
RECREATION
AMELIA ISLAND PKWY
KENNETH CT
C-1
GENERAL COMMERCIAL
MU-1
MIXED USE
AIRPORT RD

PERMIT SET
NOT FOR CONSTRUCTION

ENGINEERING PLANS

FOR

PLANTING HAMMOCK

FOR

HIGHLAND 35, LLC

PLANTING HAMMOCK
FOR
HIGHLAND 35, LLC

RELEASED FOR CONSTRUCTION _____ BY _____

GILLETTE & ASSOCIATES, INC.

CIVIL & ENVIRONMENTAL ENGINEERING
MECHANICAL & STRUCTURAL ENGINEERING
PERMITTING & CONSTRUCTION MANAGEMENT

20 SOUTH 4TH STREET AMELIA ISLAND, FLORIDA 32034
PHONE: 904/261-8819 FAX: 904/261-9905

PERMITTING AGENCIES

NASSAU COUNTY: 904-491-7328
CITY OF FERNANDINA BEACH: 904-310-3421
SJRWMD: 904-730-6270

UTILITY PROVIDERS

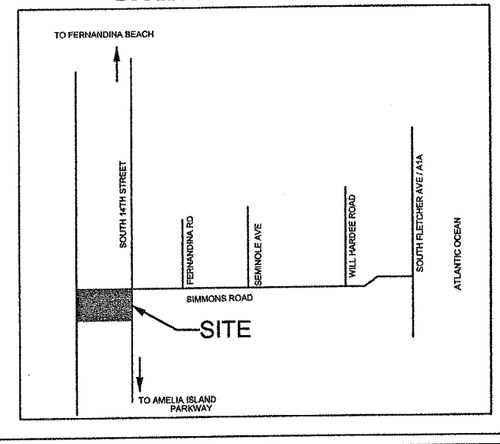
WATER/SEWER: CITY OF FERNANDINA BEACH
ELECTRIC: FLORIDA PUBLIC UTILITIES
CABLE: COMCAST
TELEPHONE: AT&T

G&A Project
No.:14-10.28

Gillette & Associates, Inc.

Issue Date:
November 4, 2014
Revised:
December 2,2014

SITE LOCATION MAP



GENERAL NOTES

SITE / GEOMETRY

1. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A. REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S PRICE FOR PERFORMING THE WORK.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS, EITHER SURFACE OR SUBSURFACE, WHICH MAY AFFECT THE WORK TO BE PERFORMED, AND THE EQUIPMENT, LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR IS URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THIS PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO AID IN RESOLVING POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF THE PROJECT. ALL COSTS ASSOCIATED WITH PRELIMINARY INVESTIGATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER.

4. ELEVATIONS ARE BASED ON NATIONA GEODETIC VERTICAL DATUM OF 1929.

5. TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY: COASTAL LAND SURVEYORS 1261-8950

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING, RIGHT-OF-WAY PERMITS NOT PROVIDED AND INSURANCE REQUIRED FOR THE PROJECT.

7. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION & REPAIR.

8. THE CONTRACTOR SHALL ADVISE THE OWNER'S AUTHORIZED REPRESENTATIVE OF PLANNED WORK SCEDULE. THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS. IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD, AND THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.

9. "AS-BUILT" DRAWINGS - AS-BUILTS ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION, AND SUBMITTAL OF AS-BUILT DRAWINGS.

10. "AS-BUILT" RECORD DATA AND INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR. RECORD DRAWINGS SHALL BE SUPPLIED TO THE ENGINEER.

11. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.

12. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR ON A DAILY BASIS.

13. ALL EXCESS SUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER.

14. ALL EXISTING TREES LISTED TO REMAIN SHALL BE PRESERVED AND PROTECTED.

15. THE LOCATION OF ALL EXISTING UTILITIES, STRUCTURES, AND IMPROVEMENTS ON THE DRAWINGS ARE BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN FIELD VERIFIED. THE LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OTHER IMPROVEMENTS PRIOR TO COMMENCING ANY CONSTRUCTION. IF THE LOCATIONS SHOWN ARE CONTRARY TO ACTUAL FIELD LOCATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY. THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITY IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR REPAIRS OR PAYMENTS FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS, AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH THEY SHALL CONNECT.

16. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER ON ALL MATERIALS, FOR REVIEW AND APPROVAL, PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY OR STRUCTURE.

17. UNSUITABLE MATERIALS UNDER WATER, SEWER, OR STORM PIPE AND/OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL COMPACTED TO 98% OF IT'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557).

18. ALL WATER & SEWER CONSTRUCTION SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES.

19. WHEN DEWATERING CAPACITY REQUIRES A PERMIT (CUP), IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

20. WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY HAZARD. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. WHERE PARALLEL WATER AND SEWER MAINS HAVE LESS THAN 10 FOOT HORIZONTAL SEPARATION, 20 FOOT LENGTHS OF C900 (DR18) WATER QUALITY PIPE SHALL BE USED WITH THE JOINTS STAGGERED AT 10 FOOT INTERVALS. THE PIPES SHALL BE PLACED IN SEPARATE TRENCHES WITH THE WATER MAIN AT LEAST 18 INCHES ABOVE THE SEWER.

21. WATER MAINS CROSSING SANITARY HAZARDS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER MAIN. WHERE WATER AND SEWER MAINS CROSS WITH BETWEEN 18 INCHES AND 6 INCHES OF VERTICAL CLEARANCE, A 20 FOOT SECTION OF C900 (DR18) WATER QUALITY PIPE SHALL BE CENTERED ON THE POINT OF THE CROSSING. THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL SEPARATION. THE MINIMUM SEPARATION BETWEEN WATER AND SEWER PIPES IS TO BE 6 INCHES OUTSIDE DIAMETER TO OUTSIDE DIAMETER.

22. NO WATER MAIN PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE.

23. BLANK

24. TRACER WIRE SHALL BE PROVIDED ON ALL WATER MAINS AND FORCE MAINS. TRACER WIRE SHALL BE A MINIMUM OF 14 GUAGE SOLID COPPER WIRE, COATED, AND SUITABLE FOR BURIAL. WIRE SHALL BE ATTACHED DIRECTLY TO TOP OF PIPE AND BROUGHT INTO EACH VALVE BOX AND COILED TO ALLOW FOR EASY ACCESS AND EXTENSION ABOVE FINISHED GRADE FOR ATTACHMENT OF LOCATING EQUIPMENT.

25. ALL PIPE LENGTHS ARE APPROXIMATE DIMENSIONS, ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE MISCELLANEOUS DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS.

26. ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.

27. GRADES SHOWN ON PLANS ARE EDGE OF PAVEMENT FINISHED GRADES UNLESS OTHERWISE NOTED.

28. SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

29. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFICALLY STATED.

30. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE. EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS. REVEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED IMMEDIATELY TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION.

31. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND NASSAU COUNTY BEFORE COMMENCING WORK.

32. MINIMUM COVER OVER PIPES SHALL BE 36" UNLESS OTHERWISE INDICATED.

33. ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.

34. IN ADDITION TO THE SPECIFICATIONS AND DETAILS PROVIDED FOR THIS CONTRACT, THE NASSAU COUNTY STANDARD DETAILS AND SPECIFICATIONS (LATEST REVISION) SHALL ALSO BE USED FOR ANY ITEMS NOT COVERED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A SET OF STANDARD DETAILS AND SPECIFICATIONS FROM NASSAU COUNTY.

35. BACKFILL MATERIAL SHALL BE COMPACTED TO 100% (±2%) PER NASSAU COUNTY REQUIREMENTS UNDER EXISTING AND PROPOSED ROADWAYS.

36. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.

37. STATIONING REFERS TO THE CENTERLINE OF THE ROADWAY EXCEPT AS NOTED ON PLANS. WHERE PAVEMENT SPLITS, THE STATIONING FOLLOWS THE INSIDE EDGE OF PAVEMENT UNTIL ROADWAY TRANSITIONS BACK TO THE TYPICAL ROADWAY SECTION

38. ALL CONSTRUCTION, MATERIAL, AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH NASSAU COUNTY AAND JEA STANDARDS.

WATER NOTES

1. WATER MAINS SHALL HAVE A MINIMUM OF 36" COVER UNDER PAVEMENT OR 30" COVER FROM FINISHED GRADE UNLESS OTHERWISE SHOWN. ALL WATER MAINS SHALL BE FLUSHED IN ACCORDANCE WITH, AND UNDER THE DIRECTION OF THE UTILITY COMPANY.

2. THRUST RESTRAINTS ARE REQUIRED IN ACCORDANCE WITH UTHE UTILITY COMPANY STANDARDS WHERE WATER MAINS ARE TERMINATED AND AT ALL BENDS AND TEES.

3. TIE RODS SHALL BE INSTALLED ON ALL VALVES LOCATED AT FITTINGS. ALL 10" AND LARGER VALVES AND LARGER SHALL REQUIRE (4) TIE RODS. MEGA LUG JOINT RESTRAINTS MAY BE USED IN LIEU OF THRUST BLOCKS OR TIE RODS.

4. UNLESS OTHERWISE NOTED, WATER MAINS ARE TO BE PVC DR18, DR-25, C-900 (BLUE), CLASS 150.

5. ALL WATER MAINS SHALL BE BACTERIOLOGICAL AND PRESSURE TESTED IN ACCORDANCE WITH AWWA C-600. NO CONNECTION TO EXISTING POTABLE WATER SYSTEM SHALL BE ALLOWED UNTIL ALL PROPOSED WATER MAINS HAVE BEEN PRESSURE TESTED, DISINFECTED, AND CLEARED FOR SERVICE. THE UTILITY COMPANY'S AUTHORIZED REPRESENTATIVE MUST BE NOTIFIED 48 HOURS PRIOR TO PERFORMING THE PRESSURE TEST AND MUST BE PRESENT.

6. THE CONTRACTOR SHALL AVOID SERVICE INTERRUPTIONS AND MAINTAIN ANY EXISTING WATER SERVICE TO MEET THE SYSTEM DEMANDS AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF AFFECTED CUSTOMERS OF THE UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF ANY INTERRUPTION OF SERVICE. BOIL WATER NOTICES SHALL BE DELIVERED IN ACCORDANCE WITH THE UTILITY COMPANY BOIL WATER NOTICE REQUIREMENTS.

7. ALL MAIN FLUSHING POINTS SHALL BE SAME SIZE AS MAIN UP TO 8 INCH WATER MAINS. FLUSHING POINTS FOR MAINS LARGER THAN 8 INCH SHALL BE REDUCED TO 8 INCH.

8. ALL WATER MAINS SHALL BE DISINFECTED USING LIQUID CHLORINE OR HYPOCHLORITES IN ACCORDANCE TO AWWA C651-86. WATER IN MAIN SHALL MAINTAIN A CHLORINE RESIDUAL OF 50 MG/L FOR A MINIMUM OF 24 HOURS. WATER MAIN SHALL NOT BE PLACED IN SERVICE UNTIL CLEARANCE HAS BEEN PROVIDED BY THE APPROPRIATE REGULATING AGENCY AND UNITED WATER FLORIDA.

9. IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH, WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. BASED ON APPROVAL OF THE PERMITTING AGENCY, DUCTILE IRON PIPE, FITTINGS, AND SOLVENT RESISTANT GASKET MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED. ANY CONTAMINATED SOIL THAT IS EXCAVATED SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATER PROOF COVERING. THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL.

10. 2" FLUSHING HYDRANTS SHALL BE INSTALLED AT ALL DEAD END LINES AND MAIN LINE STUB-OUT'S.

11. A SEPARATE WATER SERVICE SHALL BE REQUIRED FOR EACH UNIT SERVED AND SHALL BE INSTALLED 3 FEET EITHER SIDE OF PROPERTY LINE. ALL WATER SERVICES SHALL BE MARKED WITH A "W" ETCHED ON THE CURB. ALL VALVES SHALL BE MARKED WITH A "V" ETCHED ON THE CURB.

12. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY COMPANY'S STANDARDS.

13. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED AT THE CONSUMER'S METER OR AT THE PROPERTY LINE WHEN A METER IS NOT USED.

14. BACKFLOW PREVENTION ASSEMBLIES SHALL BE TESTED BY A STATE OF FLORIDA LICENSED BACKFLOW TECHNICIAN. TEST RESULTS SHALL BE SUBMITTED TO AND APPROVED BY THE UTILITY COMPANY PRIOR TO ACCEPTANCE OF INSTALLATION.

15. MAXIMUM DEPTH ON WATER SERVICES TO METER TO BE 36".

INDEX

SHEET #	DESCRIPTION
	ALL PERMITTING AGENCIES
1	COVER SHEET
2	INDEX SHEET
3	PREDEVELOPMENT DRAINAGE PLAN
4	SITE PLAN
5	POST DEVELOPMENT DRAINAGE PLAN
6	TREE REMOVAL PLAN
7	MISCELLANEOUS DETAIL

LEGEND

- EXISTING VALVE
- WM — EXISTING WATER LINE
- SAN — EXISTING SANITARY SEWER
- EXISTING FIRE HYDRANT
- SAN — PROPOSED SANITARY SEWER
- WM — PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- EXISTING EDGE OF PAVEMENT
- EXISTING PROPERTY LINE
- 15.3 — PROPOSED SPOT ELEVATION
- S-5 — DRAINAGE STRUCTURE
- P-1 — PIPE
- 15.0 — PROPOSED CONTOUR
- PROPOSED EDGE OF PAVEMENT
- PROPOSED PROPERTY LINE
- PROPOSED R.O.W. LINE
- 16 — EXISTING CONTOUR

$$$$FileNames$$$$

No	By	Date	Revision
A	NG	12-2-14	Revised to adress SJRWMD comments

Scale:
Project Mgr: NG
Designed by: NG
Drawn by: AD
QA/QC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034
Certificate of Authorization No. 9332

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G & A
GILLETTE & ASSOCIATES, INC
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819
FAX: (904) 261-9905

PLANTING HAMMOCK

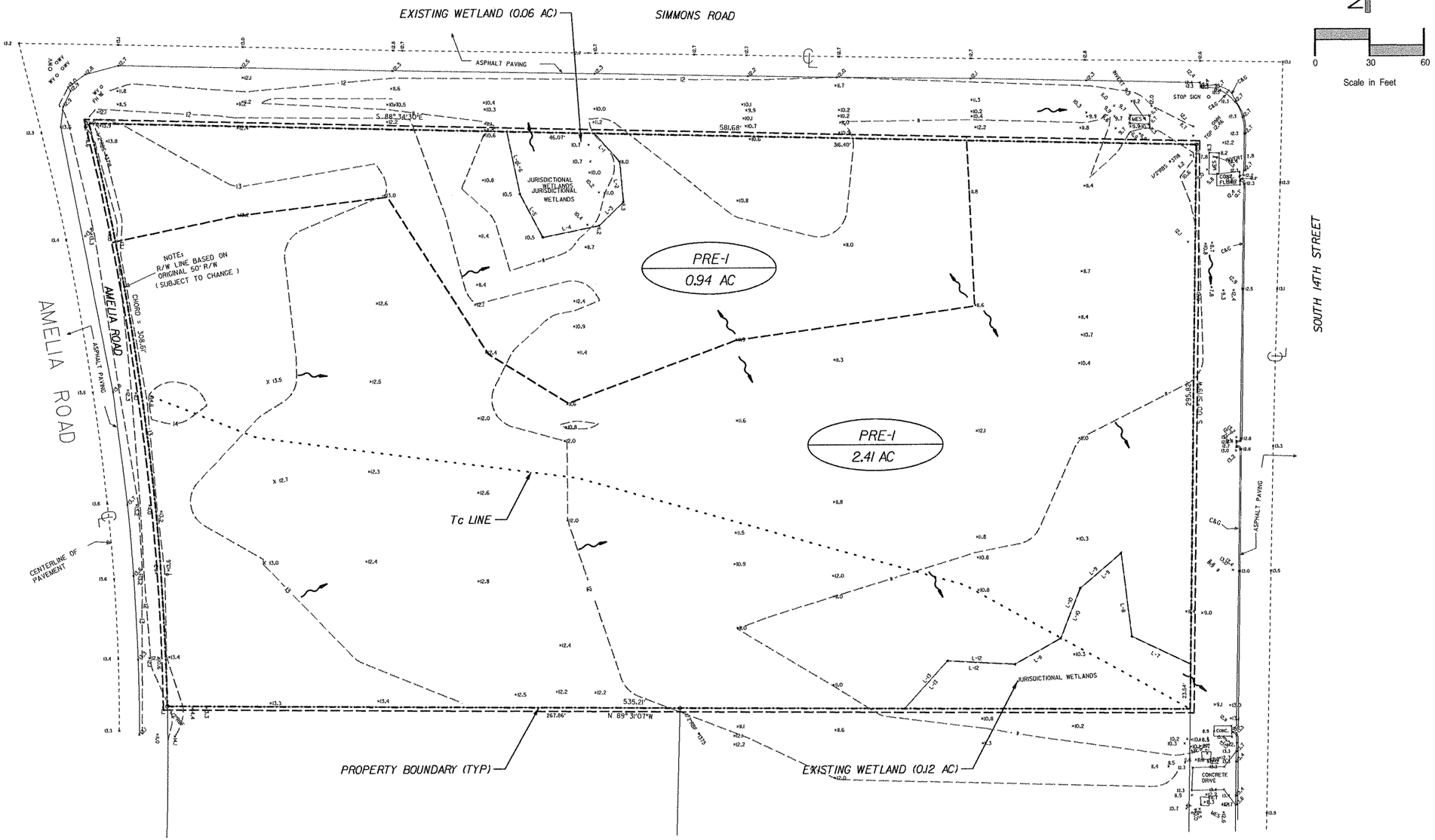
HIGHLAND 35, LLC

INDEX SHEET

Registered Professional

SHEET NO. IN-1
2 of 7
Issue Date: OCTOBER 2014
Project No.: 14-10.22

SITE BASIN AREA = 3.39 AC



TIME OF CONCENTRATION = 14 MIN

LENGTH OF OVERLAND FLOW @ 0.68 FT/SEC = 574 FT
LENGTH OF PIPE FLOW @ 2.5 FT/SEC = 0 FT
TOC = (574)/(0.68 x 60) = 14 MINUTES

No	By	Date	Revision
J			
I			
H			
G			
F			
E			
D			
C			
B			
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PLANTING HAMMOCK

HIGHLAND 35, LLC

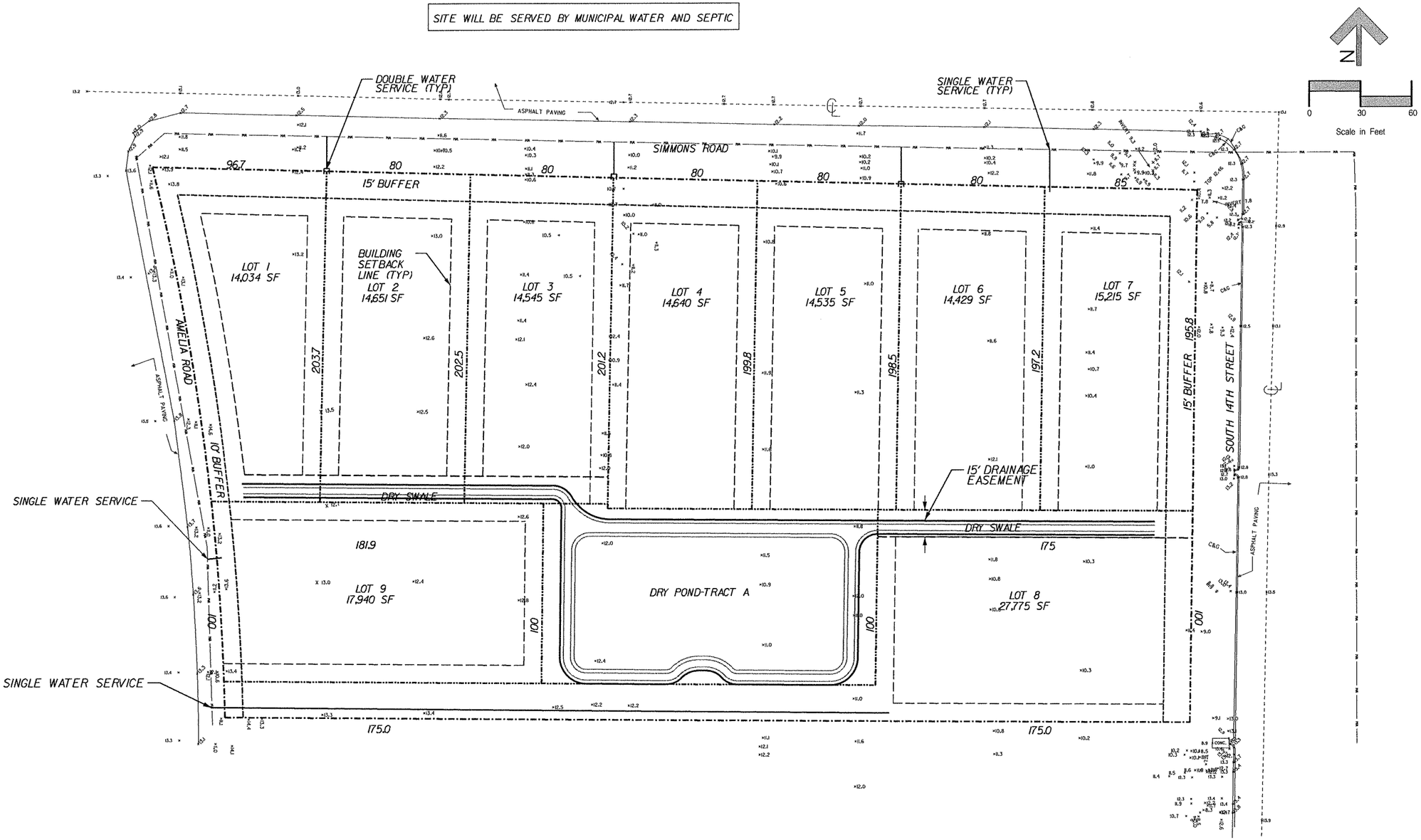
PREDEVELOPMENT DRAINAGE PLAN

Registered Professional

SHEET NO.
PRE-1
3 of 7
Issue Date
OCTOBER 2014
Project No.
14-10.22

$$Times$$ $$FileName$$

SITE WILL BE SERVED BY MUNICIPAL WATER AND SEPTIC

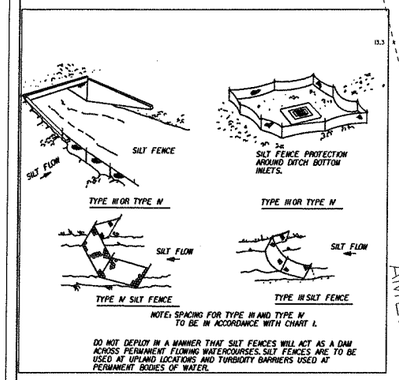


J				Scale:						
I				Project Mgr: NG	Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034	G & A	PLANTING HAMMOCK	HIGHLAND 35, LLC	SITE PLAN	SHEET NO. SP-1
H				Designed by: NG		GILLETTE & ASSOCIATES, INC 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034				4 of 7
G				Drawn by: AD	Certificate of Authorization No. 9332					Issue Date OCTOBER 2014
F				QA/QC: AG		PHONE: (904) 261-8819 FAX: (904) 261-9905			Registered Professional	Project No. 14-10.22
E					DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"					
D										
C										
B										
A	NG	12-2-14	Revised to adress SJRWMD comments							
No.	By	Date	Revision							

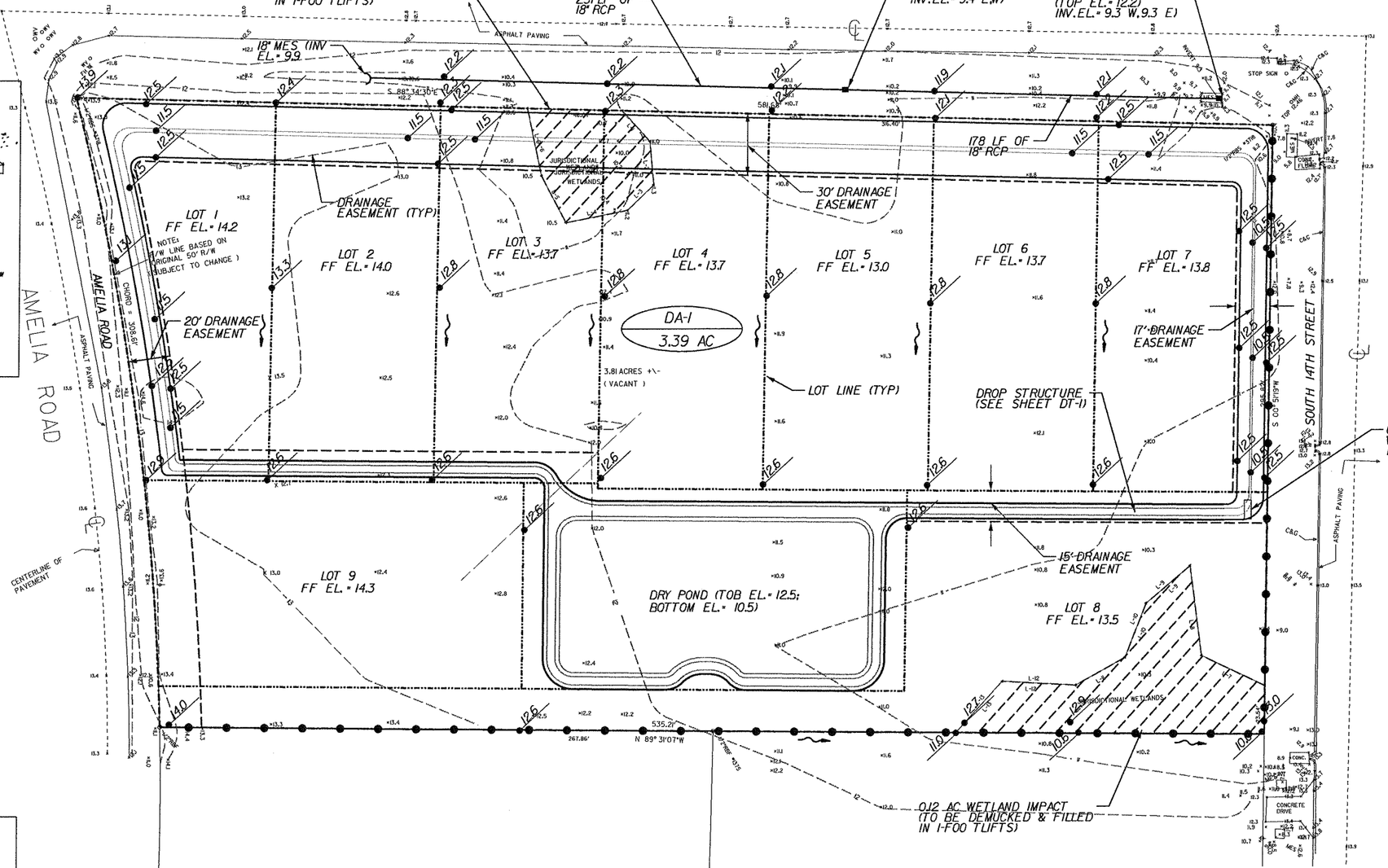
$$Engineer$$ $$FileName$$ $$Engineer$$

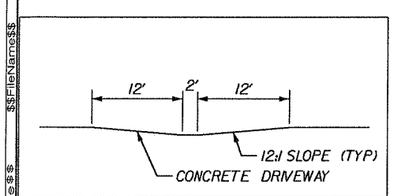
NOTE ALL DRIVEWAYS TO BE LOWERED THROUGH FRONT LOT SWALE AREA

SILT FENCE



SILT FENCE APPLICATIONS





TYPICAL DRIVEWAY CROSS SECTION

No	By	Date	Revision
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PLANTING HAMMOCK

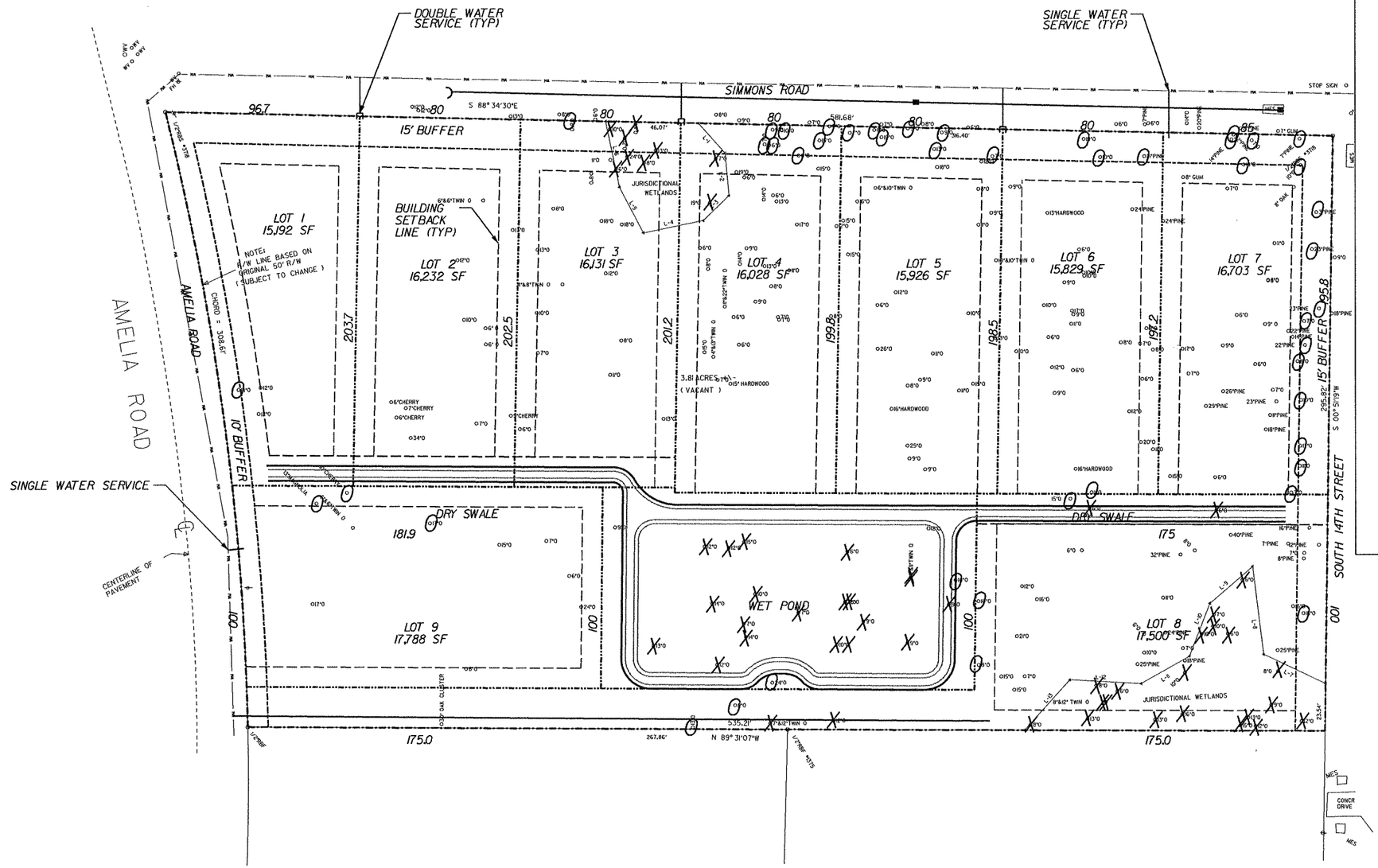
HIGHLAND 35, LLC

POST DEVELOPMENT DRAINAGE PLAN

Registered Professional

SHEET NO. DR-1
5 of 7
Issue Date: OCTOBER 2014
Project No.: 14-10.22

$$FileName$$ $$Time$$ $$Date$$



TREE DIAMETER	* TREES RETAINED	* INCHES RETAINED	* TREES REMOVED	* INCHES REMOVED
6	5	30	8	48
7	8	56	6	42
8	5	40	5	40
9	3	27	4	36
10	10	100	7	70
11	2	22	3	33
12	-	-	9	108
13	2	26	5	65
14	2	28	2	28
15	2	30	2	30
16	-	-	1	16
17	2	34	-	-
19	1	19	1	19
21	1	21	-	-
22	1	22	-	-
23	1	23	-	-
24	1	24	-	-
31	1	31	-	-

TOP 20% OF DBH FOR SITE IS 22" OR GREATER

PREDEVELOPMENT DBH: 1,049 INCHES

DBH SAVED WITHH BONUS: 558 INCHES

NO MITIGATION REQUIRED

No.	By	Date	Revision
A	NG	12-2-14	Revised to adress SJRWMD comments

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PHONE: (904) 261-8819
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PLANTING HAMMOCK

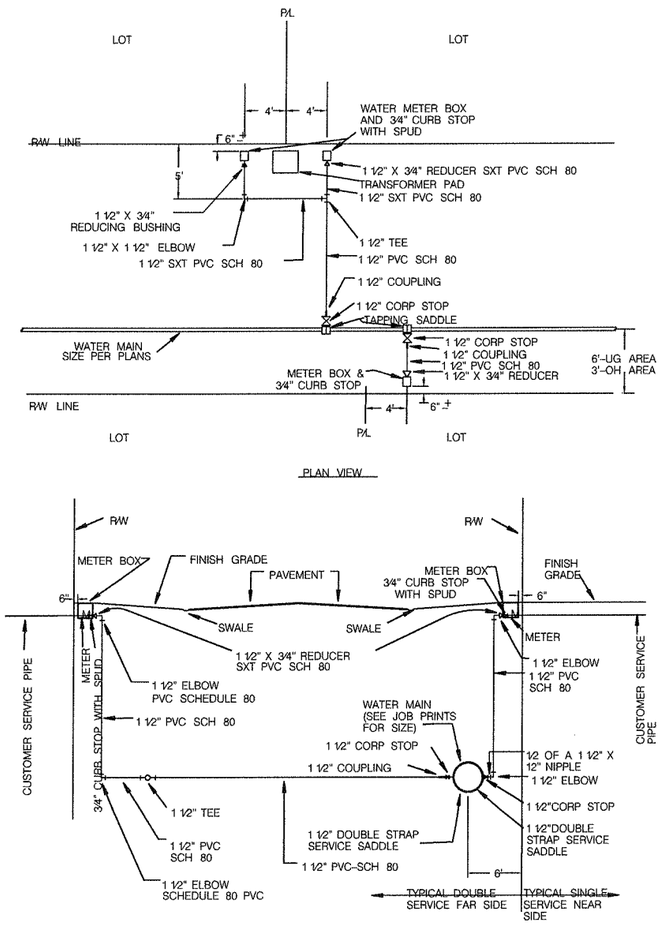
HIGHLAND 35, LLC

TREE REMOVAL/ RETENTION PLAN

Registered Professional

SHEET NO.
TREE-1
6 of 7
Issue Date
OCTOBER 2014
Project No.
14-10.22

$$FileName$$ $$Time$$ $$Date$$ $$Scale$$

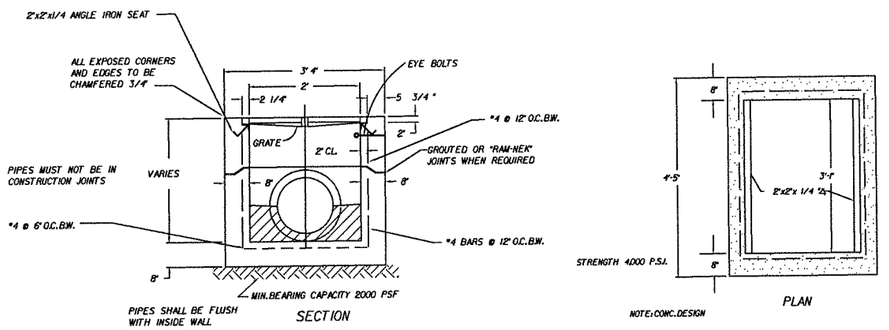


NTS

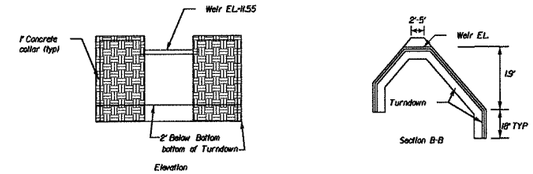
STATE ROAD- 1 1/2" CARRIER PIPE-4" BLACK IRON CASING FOR JACK AND BORE INSTALLATION.

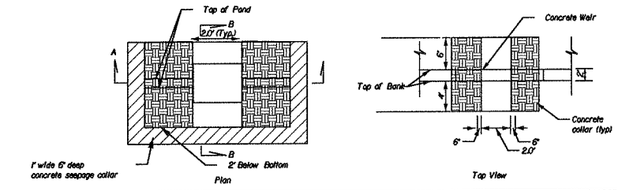
COUNTY AND CITY- 1 1/2" CARRIER PIPE- 3" PVC CASING FOR JACK AND BORE INSTALLATION.

TYPICAL WATER SERVICE LOCATIONS

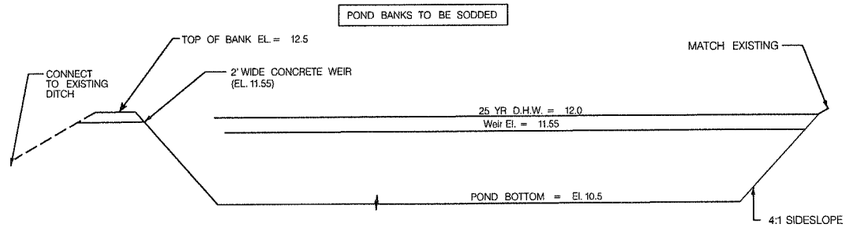


STORM SEWER TYPE "C" INLET





WEIR DETAIL



POND 1 CROSS SECTION AND DETAIL

No	By	Date	Revision
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PLANTING HAMMOCK

HIGHLAND 35, LLC

MISCELLANEOUS DETAILS

Registered Professional

SHEET NO.
DT-1
7 of 7
Issue Date
OCTOBER 2014
Project No.
14-10.22

$$FileNames$$
$$times$$
$$Users$$
$$Docs$$

Print

Planning Advisory Board (PAB) - Submission #5893

Date Submitted: 9/2/2020

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

- [x] Zoning Map Amendment (â‰¤ 10 acres $1,000 / > 10acres $2,000)
- [x] Land Use Map Amendment (â‰¤ 10 acres $1,000 / > 10acres $2,000)
- [ ] LDC Text Amendment ($1,000)
- [ ] Comp Plan Amendment ($1,700)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $1,000 / > 20 units $1,600)
- [ ] Subdivision Plat â€“ Final ($850)
- [ ] Vacation of R.O.W. ($1,700)
- [x] Voluntary Annexation ($1,500)
- [ ] Revision to each PAB Application - To offset additional display ad fee ($400)

PAB 2020 - MEETING AND SUBMISSION DEADLINE CALENDAR

PAB 2020

IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:

- [ ] LDC Text Amendment â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [ ] Zoning Map Changes â€“ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

- [ ] A complete application filed at least thirty (30) days before the date of the Planning Advisory Boardâ€™s public hearing;
- [ ] Proof of Ownership (copy of deed or tax statement);
- [ ] A current survey of the property (no older than two years);
- [ ] If applying as an agent, Ownerâ€™s Authorization for Agent Representation form needs to be signed/ notarized and included in application;
- [ ] A detailed letter of intent stating the following:
- [ ] o The consistency of the proposed amendment(s) or action(s) with the Cityâ€™s Comprehensive Plan.
- [ ] o A justification for the proposed amendment(s) or action(s).

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†’ Map Search

Site Address*

Simmons Road - Plantation Hammock

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-044C-0001-0000; 00-00-30-044C-0002-0000; 00-00-30-044C-0003-0000; 00-00-30-044C-0004-0000; 00-00-30-044C-0005-0000; 00-00-30-044C-0006-0000; 00-00-30-044C-0007-0000; 00-00-30-044C-0008-0000; 00-00-30-044C-0009-0000; 00-00-30-0262-0006-0000; 00-00-30-044C-000A-0000

Lot*

various

Block*

various

Subdivision*

Plantation Hammock

Zoning District*

R-1

Future Land Use Designation*

Low Density Residential

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [x] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

various

Last Name*

various

Company (if applicable)

n/a

Mailing Address*

n/a

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

dmartin@fbfl.city

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Ownerâ€™s Authorization For Agent Representation form must be included

First Name

Dale

Last Name

Martin

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

dmartin@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

n/a

Summary of Request (more detailed information to be provided in required letter of intent)*

Voluntary Annexation, Future Land Use Map Amendment, Zoning Change for the following properties: 00-00-30-044C-0001-0000; 00-00-30-044C-0002-0000; 00-00-30-044C-0003-0000; 00-00-30-044C-0004-0000; 00-00-30-044C-0005-0000; 00-00-30-044C-0006-0000; 00-00-30-044C-0007-0000; 00-00-30-044C-0008-0000; 00-00-30-044C-0009-0000; 00-00-30-0262-0006-0000; 00-00-30-044C-000A-0000

Certification*

☑ By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.

☑ I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

9/2/2020

Upload Supporting Documentation*

Annexation_2020.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, November 17, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-33

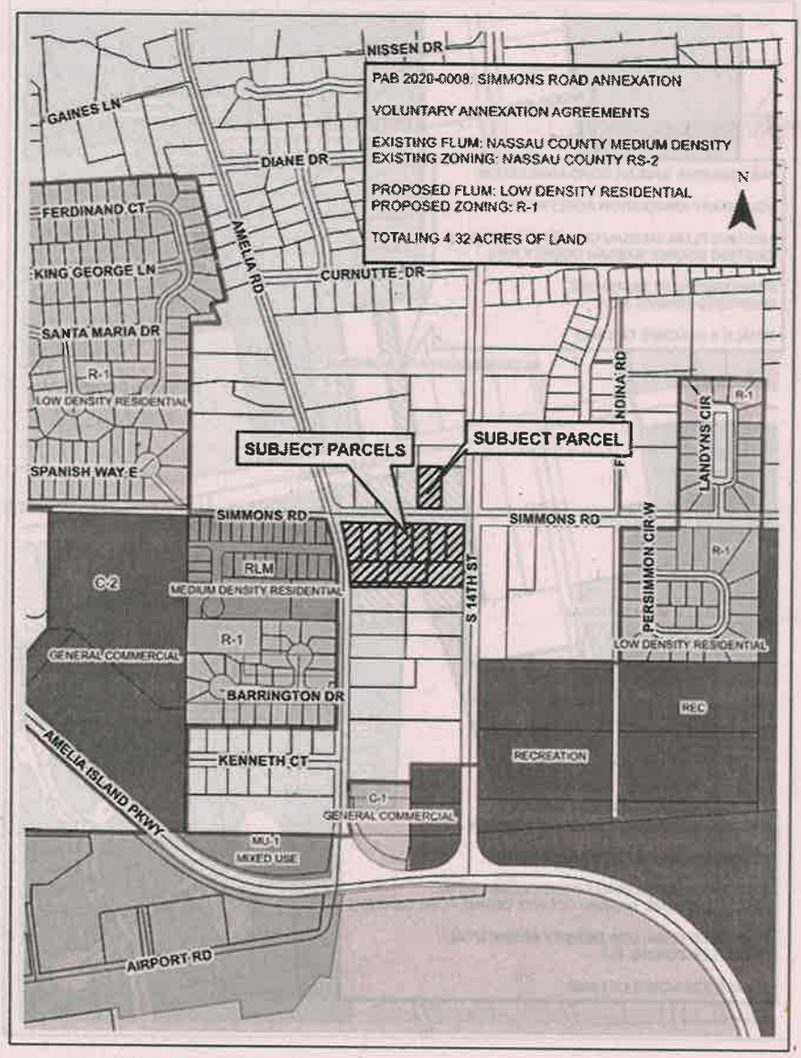
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 4.32 ACRES OF LAND LOCATED IN THE PLANTATION HAMMOCK SUBDIVISION ON SIMMONS ROAD BETWEEN S. 14TH STREET AND AMELIA ROAD AND 847 SIMMONS ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-34

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 4.32 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD AND PROPERTIES IN THE PLANTATION HAMMOCK SUBDIVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-35

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 4.32 ACRES OF LAND LOCATED AT 847 SIMMONS ROAD AND PROPERTIES IN THE PLANTATION HAMMOCK SUBDIVISION; 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.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

November 4, 2020 News-Leader

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-36
Voluntary annexation of 3.70 acres of land

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-36 at Second Reading.

SYNOPSIS: Resolution 2017-193 approved extension of water and sewer services outside of the corporate limits of the City to 2246 Sadler Road. City services were extended which allowed for the development of the 103 room Home2Suites by Hilton under the applicable Nassau County land use and zoning standards. Assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) Zoning District is requested for 2246 Sadler Road. These designations are the most closely aligned with the Current Nassau County FLUM category and zoning district.

The property owners of 2233 Sadler Road requested voluntary annexation in June of 2020 to connect to City Sewer after their septic and drain field failed. The single-family residence was built in 1987 with access to City water. Assignment of the Mixed Use (MU) Future Land Use Map (FLUM) category and Mixed Use (MU-1) Zoning District is requested for 2233 Sadler Road. This designation will eliminate the current discrepancies in the County's FLUM and zoning designation. The Mixed Use land use and zoning will allow for a combination of residential, office, and limited neighborhood commercial uses which are represented in the current range of uses along this corridor and what the City anticipates in redevelopment scenarios. Single-family dwellings, such as the current structure on the property are a permissible use in the Mixed-Use FLUM designation and MU-1 Zoning District.

CITY ATTORNEY COMMENTS: No additional comments.

Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020



Submitted By: Nicole Bednar, Administrative Services Manager

Date: October 21, 2020

ORDINANCE 2020-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 3.70 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND 2233 SADLER ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of approximately 3.70 acres of land located at 2246 Sadler Road and 2233 Sadler Road contiguous to the City limits and identified in Exhibit "A" have requested annexation into the City of Fernandina Beach in exchange for water and sewer services; and

WHEREAS, the Planning Advisory Board reviewed the request for voluntary annexation application numbered PAB 2020-0009 at its September 9, 2020, meeting and recommended approval of the annexation; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on August 26, 2020; and

WHEREAS, City staff has reviewed the petition for voluntary annexation and has found that the petition bears the signatures of all the owners of the subject property or their authorized agent at such time that the petition was signed, the parcel is contiguous to the City boundary, is reasonably compact, does not create an enclave, will be used for urban services, and the City will be able to deliver urban services such as water, sewer, garbage, police and fire without decreasing the level of service currently provided to City residents; and

WHEREAS, the City Attorney has rendered a legal opinion that upon review, the annexation petition meets the requirements of Chapter 171 Florida Statutes; and

WHEREAS, after consideration of the application and evidence presented on such application thereon, the City Commission made the following findings:

a. That the Commission is empowered under Chapter 171, Florida Statutes to approve a request for voluntary annexation.

b. That the proposed annexation meets the requirements for voluntary annexation as required by Chapter 171.044 F.S., is contiguous to the municipal boundary, is reasonably compact, and does not create an enclave.

c. That the petitioner agrees to file for a Future Land Use Map (FLUM) amendment and a change in zoning district designation within six months of the date the City Commission approves the annexation.

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

SECTION 1. The following parcel of real property totaling approximately 3.70 acres of land located at 2246 Sadler Road and 2233 Sadler Road contiguous to the City limits and by map

provided in Exhibit "A" are hereby annexed into the corporate limits of the City of Fernandina Beach, to wit.

SECTION 2. It is hereby deemed to be in the best interest of the City of Fernandina Beach that the land, above described, be annexed into and become a part of the City of Fernandina Beach. That upon adoption of this Ordinance, the boundary lines for the corporate limits of the City of Fernandina Beach shall be redefined so as to include the real property described above.

SECTION 3. This Ordinance shall be published in the Fernandina Beach News Leader once each week for two consecutive weeks, and that proof of publication of this Ordinance shall be filed herein prior to the final reading of this Ordinance.

ADOPTED this 17th day of November, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

_____
CAROLINE BEST
City Clerk

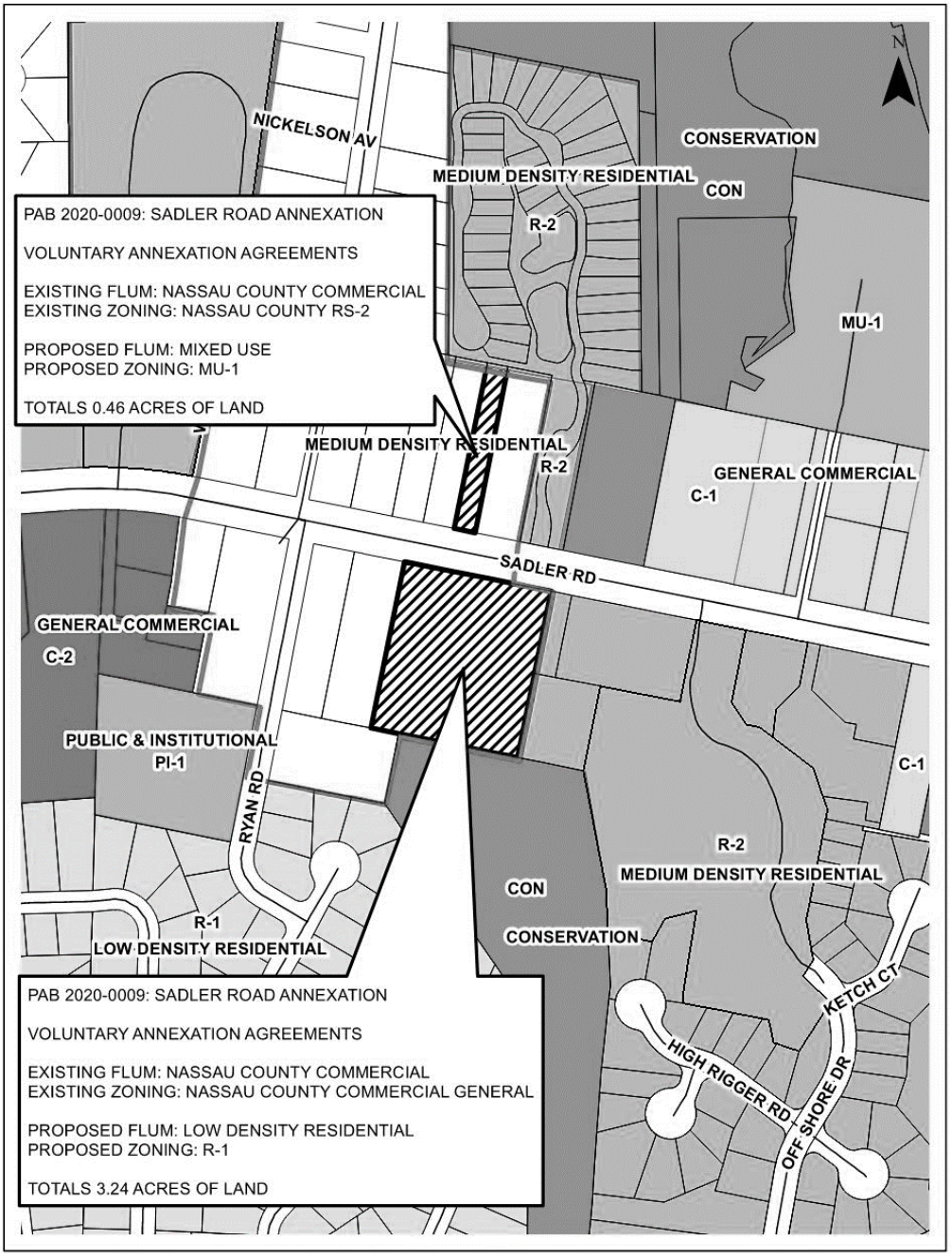
APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

EXHIBIT A

CITY OF FERNANDINA BEACH, REQUESTS ANNEXATION 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.



STAFF REPORT
PAB 2020-0009 (AX, LU, CZ)
Planning Advisory Board Hearing
September 9, 2020

Jacob M. Platt
Senior Planner

APPLICATION FOR VOLUNTARY ANNEXATION, SMALL-SCALE FUTURE LAND USE AND ZONING MAP

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Fernandina Investments LLC and Harry & Constance King				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	**2246 Sadler Road**: Voluntary Annexation, Assignment of a Future Land Use Map Category of General Commercial and C-1 Zoning District **2233 Sadler Road**: Voluntary Annexation, Assignment of a Future Land Use Map Category of Mixed Use and MU-1 Zoning District				
LOCATION:	Sadler Road				
CURRENT ZONING:	**2246 Sadler Road**: Nassau County Commercial General **2233 Sadler Road:** Nassau County Residential Single-Family 2				
CURRENT LAND USE:	**2246 Sadler Road**: Nassau County Commercial **2233 Sadler Road:** Nassau County Commercial				
EXISTING USES ON SITE:	**2246 Sadler Road**: 103 Home2Suites Hilton by Hotel **2233 Sadler Road:** Single-family home				
PROPERTY SIZE:	**2246 Sadler Road**: 3.24 Acres of Land **2233 Sadler Road:** 0.46 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North of 2233 Sadler	SF Residential	2014-2019	R-2 PUD	MDR
	North of 2246 Sadler	SF Residential & Office	1987 &1987	NC RS-2 & NC Commercial General	NC Commercial
	South of 2233 Sadler	Hotel	2018	NC Commercial General	NC Commercial
	South of 2246 Sadler	Vacant	N/A	CON	Conservation
	East of 2233 Sadler	Office	1945	NC Commercial General	NC Commercial
	East of 2246 Sadler	Vacant	N/A	R-2 PUD	MDR
	West of 2233 Sadler	Office	1993	NC Commercial General	NC Commercial
	West of 2246 Sadler	Drive-In Restaurant	2010	NC Commercial General	NC Commercial

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests annexation of two parcels of land located off Sadler Road.

2246 Sadler Road

Resolution 2017-193 approved extension of water and sewer services outside of the corporate limits of the City to 2246 Sadler Road. City services were extended which allowed for the development of the 103 room Home2Suites by Hilton under the applicable Nassau County land use and zoning standards. Assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) Zoning District is requested for 2246 Sadler Road. These designations are the most closely aligned with the Current Nassau County FLUM category and zoning district.

2233 Sadler Road

The property owners of 2233 Sadler Road requested voluntary annexation in June of 2020 to connect to City Sewer after their septic and drain field failed. The single-family residence was built in 1987 with access to City water. Assignment of the Mixed Use (MU) Future Land Use Map (FLUM) category and Mixed Use (MU-1) Zoning District is requested for 2233 Sadler Road. This designation will eliminate the current discrepancies in the County's FLUM and zoning designation. The Mixed-Use land use and zoning will allow for a combination of residential, office, and limited neighborhood commercial uses which are represented in the current range of uses along this corridor and what the City anticipates in redevelopment scenarios. Single-family dwellings, such as the current structure on the property are a permissible use in the Mixed-Use FLUM designation and MU-1 Zoning District.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The subject parcels include a recently constructed 103 room hotel and an existing single-family dwelling, development or redevelopment can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service required by the Comprehensive Plan.

Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 11.01.07	√

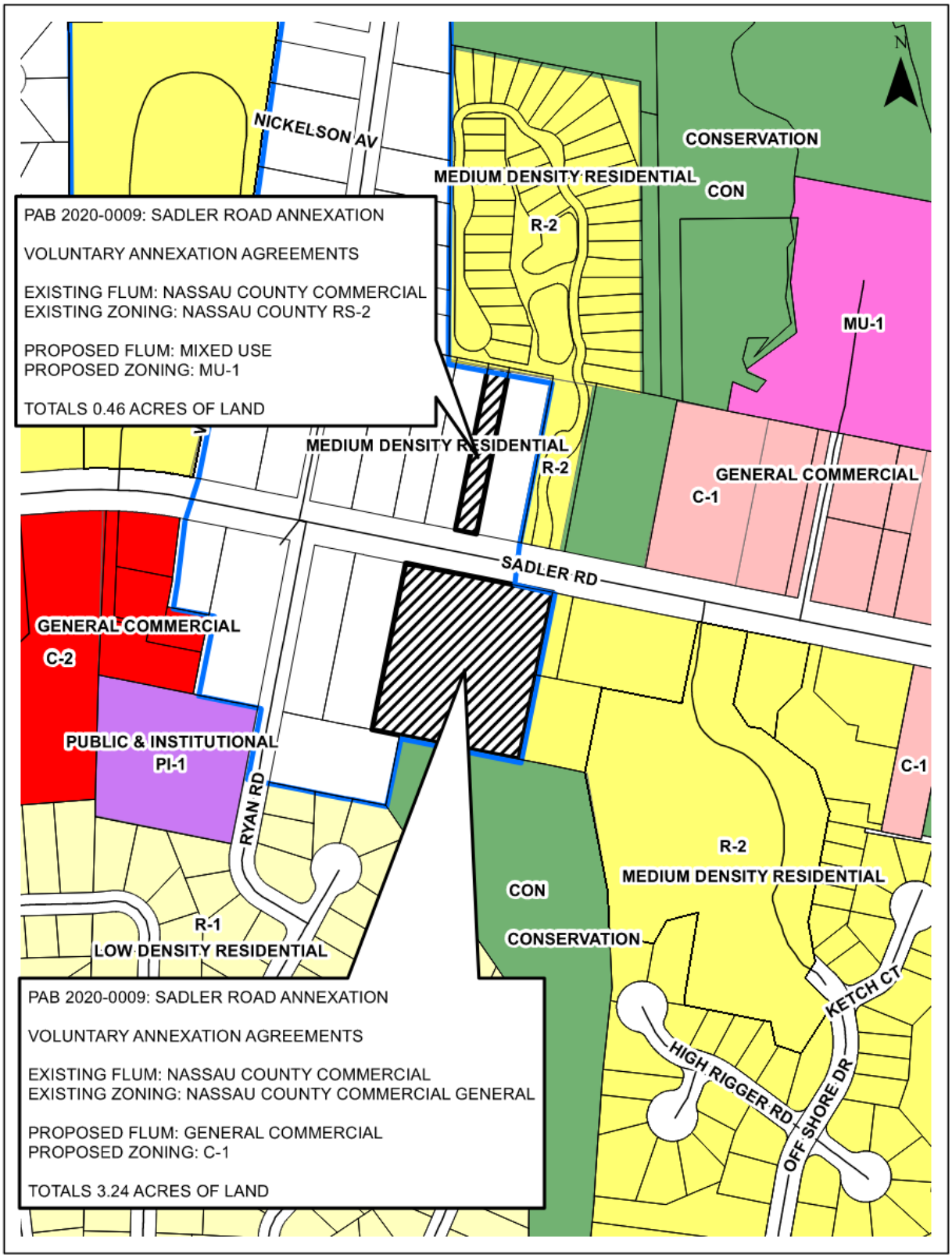
CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommends 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. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for October 20th, 2020.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2020-0009 to the City Commission requesting that a 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; Voluntary annexation, assignment of the Mixed Use (MU) Future Land Use Map (FLUM) category and Mixed Use (MU-1) Zoning District for 2233 Sadler Road be **(approved or denied)** and that PAB case 2020-0009, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.


SURF SIDE DR
CAPE SOUND DR
NICKELS ON AV
MELIA OAKS DR
DRURY RD
WHITE SANDS WAY
BLE BEACH WAY
RYAN RD


NICKELSON AV
CONSERVATION
MEDIUM DENSITY RESIDENTIAL
CON
R-2
MU-1
PAB 2020-0009: SADLER ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: MIXED USE
PROPOSED ZONING: MU-1
TOTALS 0.46 ACRES OF LAND
MEDIUM DENSITY RESIDENTIAL
R-2
GENERAL COMMERCIAL
C-1
SADLER RD
GENERAL COMMERCIAL
C-2
PUBLIC & INSTITUTIONAL
PI-1
RYAN RD
C-1
R-2
MEDIUM DENSITY RESIDENTIAL
CON
CONSERVATION
R-1
LOW DENSITY RESIDENTIAL
KETCH CT
HIGH RIGGER RD
OFF SHORE DR
PAB 2020-0009: SADLER ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY COMMERCIAL GENERAL
PROPOSED FLUM: GENERAL COMMERCIAL
PROPOSED ZONING: C-1
TOTALS 3.24 ACRES OF LAND

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 30th day of June, 2020 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Constance King & Harry L King III (hereinafter collectively referred to as the "Applicants").

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

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

PARCEL ID#: 00-00-30-0600-0001-0180

GENERALLY DESCRIBED AS: Sadler Estates Subdivision

ADDRESSED AS: 2233 Sadler Rd FB FL

See Attached Exhibit "A"

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

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

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

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

1. Effective Date: This Agreement shall become effective upon execution.

2. Execution: The parties hereto agree to execute any and all such documents as are reasonably necessary to carry out the terms and provisions of this Agreement.

3. Binding Effect: The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.

4. Water and/or Sanitary Sewer: The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

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

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

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

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

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

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

CITY OF FERNANDINA BEACH

ATTEST:

_____

DALE L. MARTIN
City Manager

_____

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: Constance E. King
Applicant

By: _____
Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

NOTARY PUBLIC STATE OF FLORIDA
SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES: November 12, 2020

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

this 30th day of June, 2020,

by Constance E. King.

Sylvie McCann
Notary Public

SYLVIE M'CANN
Printed Name

11/12/2020
My Commission Expires

Personally Known _____ OR Produced Identification ✓ ID Produced: FL DL

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

From: noreply@civicplus.com
To: Planning Info
Subject: Online Form Submittal: Water /Wastewater Annexation
Date: Tuesday, June 30, 2020 3:22:02 PM

Water /Wastewater Annexation

WATER/ WASTEWATER ANNEXATION
USE THIS FORM TO: Request the City Commission's authorization to extend water and/or sanitary wastewater services to property not located within the City limits and not currently eligible for annexation. This form also includes a Petition for Annexation, as required by Municipal Code prior to the extension of services outside the City's jurisdiction.

Fees	$300

IMPORTANT NOTES
Per Municipal Code Sections 82-44 and 82-403, the extension of City water and/or sanitary sewer services to property located outside the municipal limits must be authorized by the City Commission. Application for these services shall be placed on the next available City Commission agenda. The City Commission meets the 1st and 3rd Tuesday of each month at 6:00PM. Applications must be received three (3) weeks prior to the requested agenda.

PROPERTY INFORMATION	Property information can be found at the Nassau County Property Appraiser's Website → Map Search
Site Address	2233 Sadler Road, Fernandina Beach FL 32034
Parcel ID #(s)	00-00-30-0600-0001-0180

OWNER OF RECORD
As recorded with the Nassau County Property Appraiser

First Name	Harry & Constance
Last Name	King
Company (if applicable)	*Field not completed.*
Mailing Address	2233 Sadler Road, Fernandina Beach FL 32034
Telephone Number	904-333-6903
E-mail Address	ckingjjj@bellsouth.net

OWNER'S AGENT
If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included

First Name	*Field not completed.*
Last Name	*Field not completed.*
Company (if applicable)	*Field not completed.*
Mailing Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Telephone Number	*Field not completed.*
E-mail Address	*Field not completed.*
PROJECT INFORMATION	
Total Number of Lots/Parcels	1
< One (1) acre sq. footage	(E 1/2) of Lot 18 Block 2 Sadler Estates
> One (1) acre sq. footage	(E 1/2 of lot 18 Block 2 Sadler Estates
Existing Zoning Classification	R2
Existing Future Land Use Classification	Residential
Description of Request	Would like to annex 2233 Sadler Road property into city and connect to city sewer. Property built in 1987 and has city water. Property currently has septic tank and drain field which has failed. Property has no water nor sewer facilities. Harry L King III is 100% Disabled Military Veteran and this is an emergency. Would ask the City Commission to allow Voluntary Annexation Agreement/Petition for Annexation in order to connect to City Sewer. Thank you for your concern and help in this urgent matter. Harry L & Constance E King
Certification	By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the

	time of the application., I acknowledge that I understand and have complied with all of the submittal requirements and procedures.
Applicant's First Name	Harry & Constance
Applicant's Last Name	King
Today's Date	6/30/2020
Upload Supporting Documentation	King 001.tif
Upload 2	*Field not completed.*
Upload 3	*Field not completed.*
Upload 4	*Field not completed.*
Upload 5	*Field not completed.*

DEPARTMENT OF PLANNING & CONSERVATION
204 Ash Street | Fernandina Beach Florida 32604 | 904 310-3480 | www.fbfl.us/planning

Email not displaying correctly? View it in your browser.



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER

Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-30-0600-0001-0180

Owner Name	KING HARRY L III & CONSTANCE E
Mailing Address	2233 SADLER RD
	FERNANDINA BEACH, FL 32034
Location Address	2233 SADLER RD
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	Yes
Property Usage	SINGLE FAM 000100
Deed Acres	0
Short Legal	BLOCK 1 E1/2 OF LOT 18 IN OR 1452/4 SADLER ESTATES PB 2/68

2020 Preliminary Values

Land Value	$117,534
(+) Improved Value	$156,601
(=) Market Value	**$274,135**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$0
(=) Assessed Value	**$274,135**
(-) Homestead	$274,135
(-) Additional Exemptions	$0
(=) School Taxable Value	$274,135
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$274,135**

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

Property Search

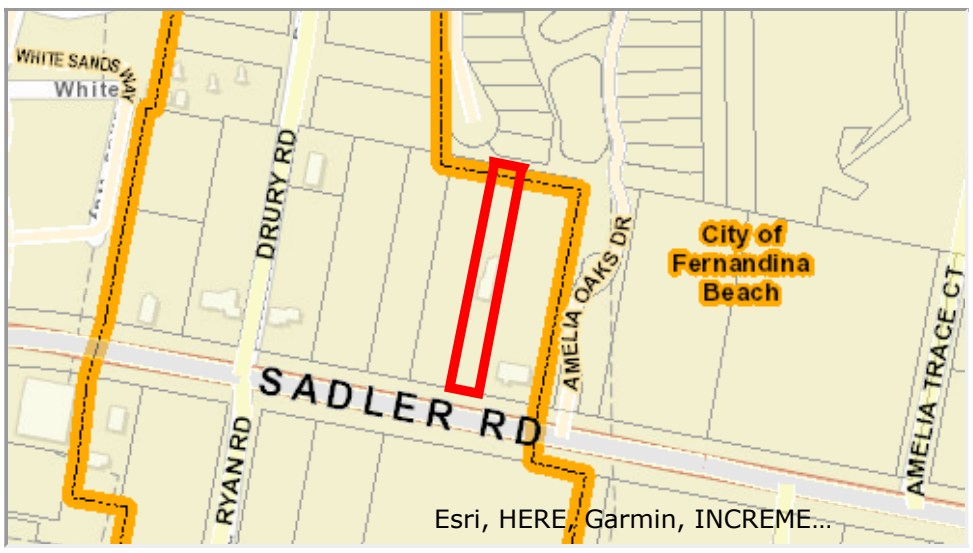
Map This Parcel

GIS Report

Property Record Card

Print Friendly Page

PARCEL MAP



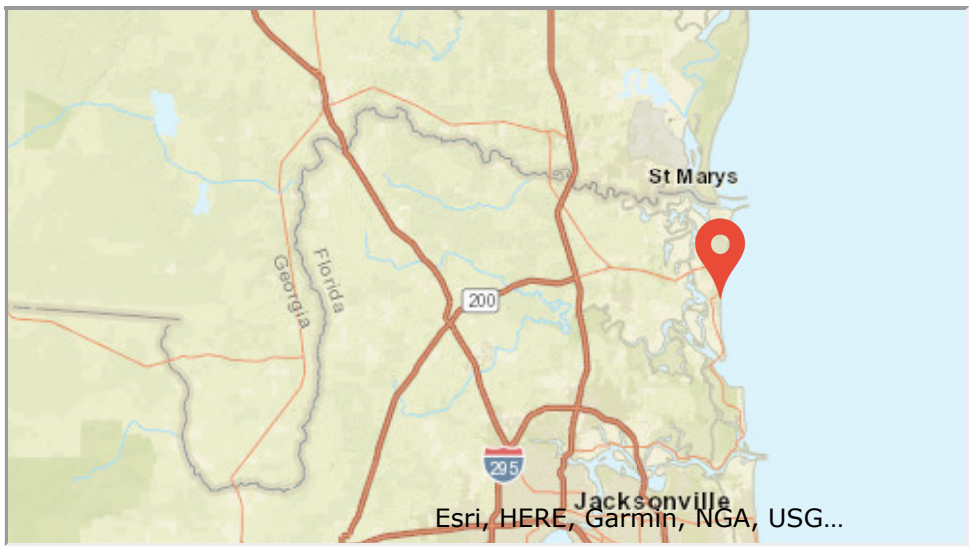
2019 AERIAL MAP



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
SINGLE FAM	1656	1656	1	2	WD FR STUC		AIR DUCTED	FORCED AIR	1987	

MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2019-08-15	2298 / 1597	$100	QC	U	Y	KING LIVING TRUST	KING HARRY L III & CONSTANCE E
2006-10-12	1452 / 4	$100	WD	U	Y	KING HARRY L III & CONSTANCE G EDDY	KING HARRY L III & CONSTANCE E TRUSTEES
2004-06-16	1238 / 1009	$100	QC	U	Y	EDDY CONSTANCE G	EDDY CONSTANCE G & HARRY L KING III
1999-12-30	913 / 1231	$100	QC	U	Y	KING HARRY L	EDDY CONSTANCE G
1999-08-13	895 / 375	$100	QC	U	Y	EDDY CONSTANCE G	KING HARRY L & CONSTANCE G EDDY
1998-03-19	826 / 1613	$100	QC	U	Y	EDDY JOHN O	EDDY CONSTANCE G
1986-05-01	489 / 499	$35,000	PR	U	Y		

RESOLUTION 2017-193

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR THREE PARCELS CONTAINING APPROXIMATELY 3.22 ACRES OF LAND LOCATED AT 2246 SADLER ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Fernandina Investments, LLC, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for three parcels containing approximately 3.22 acres located 2246 Sadler Road (Parcel ID Numbers: 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000, 00-00-30-0600-0002-0160); 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 and sewer 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 and sewer services to the property owners identified, whose property is located outside the corporate limits of the City at 2246 Sadler Road and noted as parcels 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000, 00-00-30-0600-0002-0160 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 5th day of December, 2017.

INSTR # 201736885, Book 2164, Page 1918
Pages 12
Doc Type UNK, Recorded 12/18/2017 at 10:55 AM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee $103.50
#3

CITY OF FERNANDINA BEACH

Robin C. Lentz

ROBIN C. LENTZ
Commissioner - Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

RESOLUTION 2017-
EXHIBIT "A"

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF
PARCEL ID NUMBER: 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000, 00-00-30-0600-0002-0160

LOCATED AT 2246 SADLER ROAD
TOTALING APPROXIMATELY 3.22 ACRES OF LAND



OFFICE USE ONLY

REC'D: 10/26/17 BY: KG

PAYMENT: $ 300 TYPE: V# 49012

APPLICATION #: 2017-00001546

CASE #:

CC MEETING DATE: 12/5/17

WATER/SEWER &VOLUNTARY ANNEXATION APPLICATION

APPLICANT INFORMATION

Owner Name: Fernandina Investments, LLC

Mailing Address: 1 Surry Court, Columbia, South Carolina 29212

Telephone: 803-772-2629 Fax:

Email: bpooser3@imichotels.com

Agent Name: Daniel McCranie / McCranie & Associates, Inc.

Mailing Address: 3 South 2nd Street, Fernandina Beach, Fl. 32034

Telephone: 904-335-8685 Fax:

Email: dan@mccranie-engineers.com

PROPERTY INFORMATION

Street Address: 2246 Sadler Road, Fernandina Beach, Fl. 32034

Parcel Identification Number(s): 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000
00-00-30-0600-0002-0160

PROJECT INFORMATION

Total Number of Lots/Parcels: 2 lots

Less than One (1) acre Sq. Footage: One (1) Acre or Greater: 3.22 Ac.

Existing Zoning Classification: CG - Nassau County

Existing Future Land Use Classification: Commercial

Description of Request: The owner of the subject property wishes to annex the property to be able to connect to the City's water and sewer system. All engineering and permitting approvals are proceeding with Nassau County, and said approvals are to transfer with the property.

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

10-5-17
Date

Signature of Applicant

STATE OF ~~FLORIDA~~ South Carolina
ss
COUNTY OF ~~NASSAU~~ Lexington

Subscribed and sworn to before me this 5th day of October, 2017.

Notary Public: Signature

Tammy L. Simpson
Printed Name

2-2-209
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE Fernandina Investments, LLC
(print name of property owner(s))

hereby authorize: Daniel McCranie / McCranie & Associates, Inc.
(print name of agent)

to represent me/us in processing an application for: annexation
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

(Signature of owner)

(Signature of owner)

(Print name of owner)

(Print name of owner)

STATE OF ~~FLORIDA~~ South Carolina
COUNTY OF ~~NASSAU~~ Lexington
ss

Subscribed and sworn to before me this 5th day of October, 2017

Notary Public: Signature

Tammy L. Simpson
Printed Name

2-2-2019
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 2nd day of December, 2017 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Fernandina Investments, LLC (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#: 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000
00-00-30-0600-0002-0160
GENERALLY DESCRIBED AS: Amelia Island Hotel

ADDRESSED AS: 2246 Sadler Road, 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

DALE L. MARTIN
City Manager

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: _____ By: _____
Applicant Applicant

STATE OF ~~FLORIDA~~ South Carolina
COUNTY OF Lexington

Sworn and subscribed before me this 5th day of October, 2017.

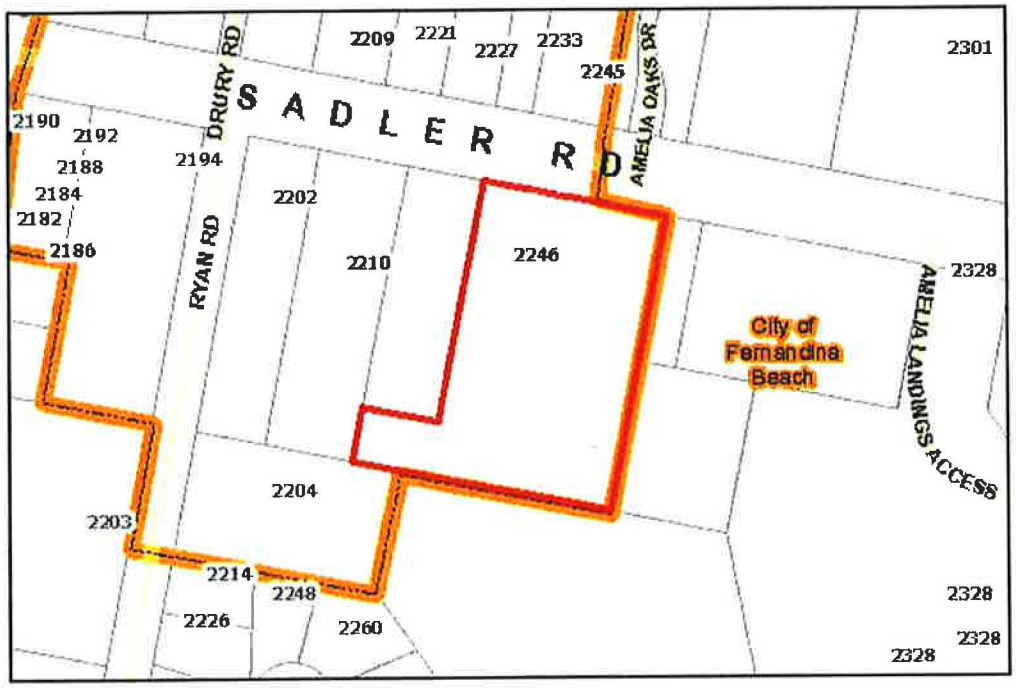
Signature of Notary
My Commission Expires: 2-2-2019
Type of Identification Produced Personally Known To Me

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

904-491-7300 www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser

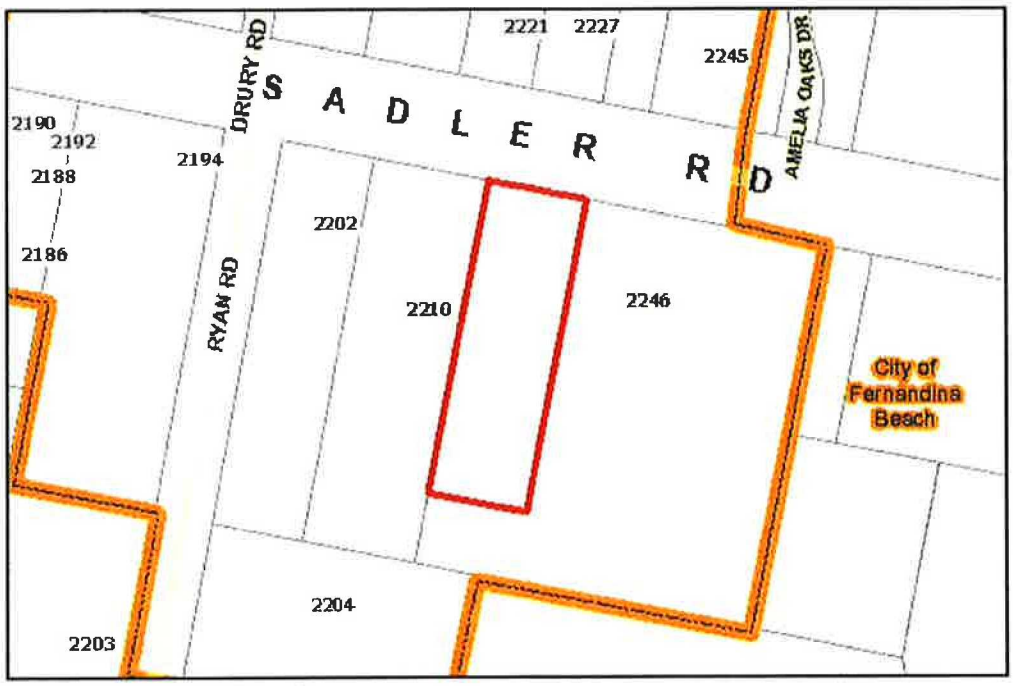


Parcel Report	Results
Parcel ID	29-3N-28-0000-0007-0000
Owner Information	DOUGLASS JOHN WESLEY II
Mailing Address	2246 SADLER ROAD FERNANDINA BEACH, FL 32034
Site Address	2246 SADLER RD FERNANDINA BEACH 32034
Previous Site Address (If Changed by 911)	2246 SADLER RD
Deed Acre	0.00
Approximate Acres (GIS Calculated)	2.47
Property Use Code	000100
Municipality	Unincorporated Nassau County
Census Tract	
MLS Zone	5 - Island
Subdivision	Not in a Subdivision

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

904-491-7300 www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser

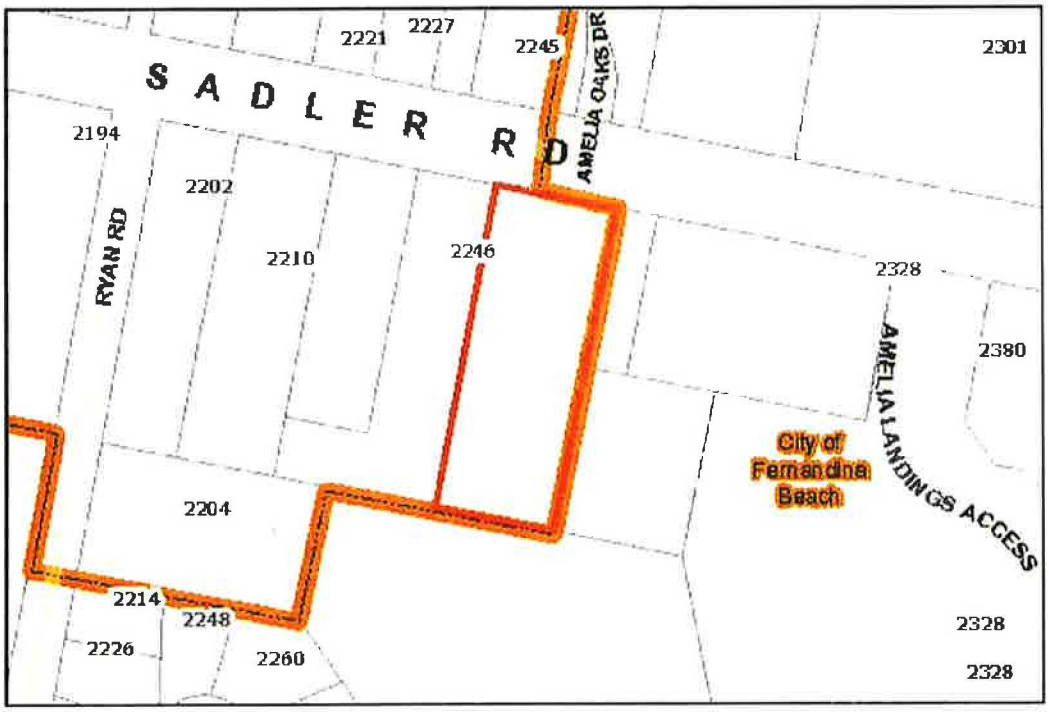


Parcel Report	Results
Parcel ID	29-3N-28-0000-0008-0000
Owner Information	FERNANDINA INVESTMENTS LLC
	1 SURREY CT
Mailing Address	
	COLUMBIA, CT 29212
Site Address	
Previous Site Address (If Changed by 911)	
Deed Acre	0.00
Approximate Acres (GIS Calculated)	0.77
Property Use Code	000000
Municipality	Unincorporated Nassau County
Census Tract	
MLS Zone	5 - Island
Subdivision	Not in a Subdivision

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

904-491-7300 www.NassauFLPA.com

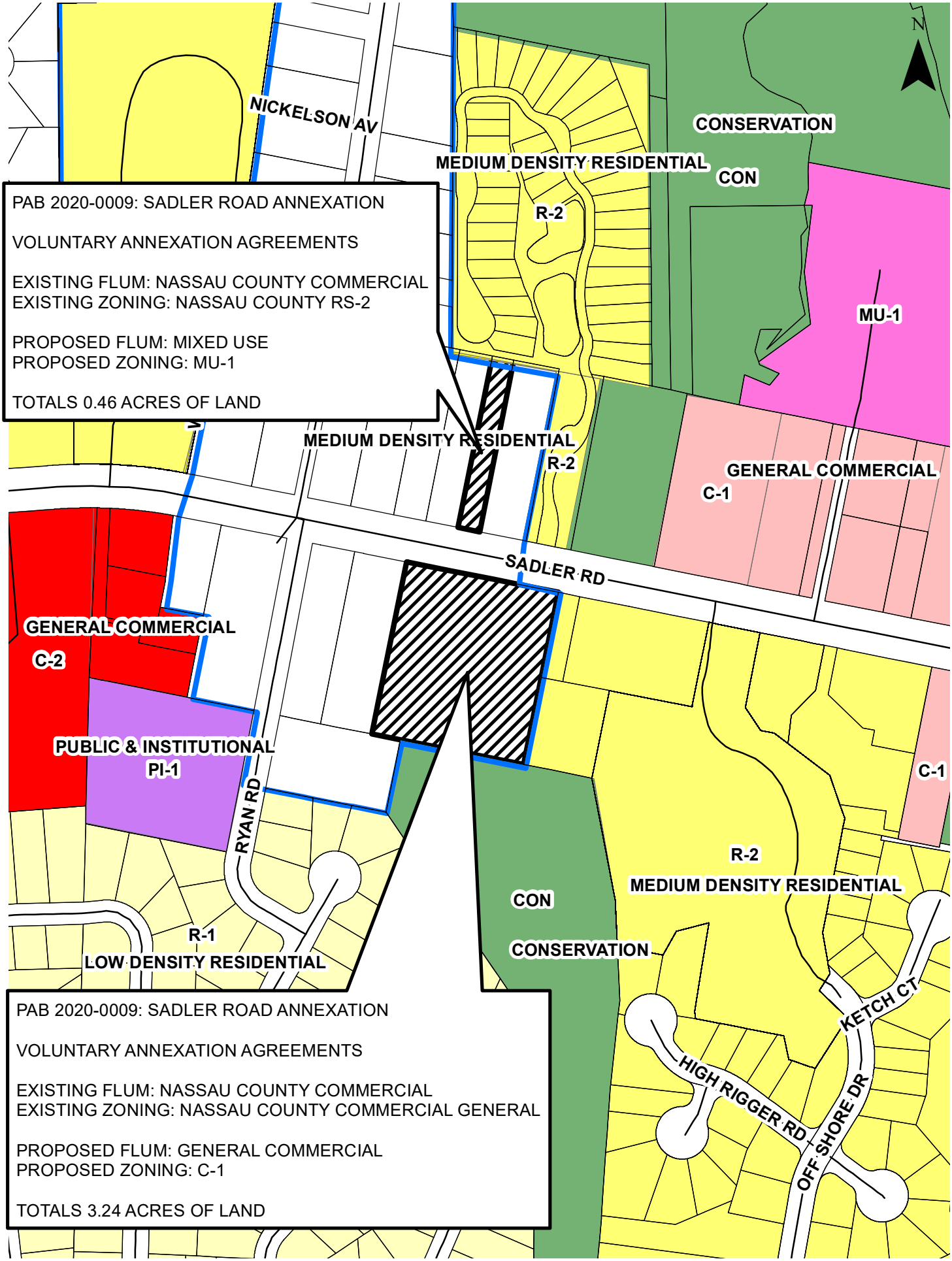
A. Michael Hickox
Nassau County Property Appraiser



Parcel Report	Results
Parcel ID	00-00-30-0600-0002-0160
Owner Information	DOUGLASS JOHN WESLEY II
	2246 SADLER ROAD
Mailing Address	
	FERNANDINA BEACH, FL 32034
Site Address	
Previous Site Address (If Changed by 911)	
Deed Acre	0.00
Approximate Acres (GIS Calculated)	
Property Use Code	000000
Municipality	Unincorporated Nassau County
Census Tract	
MLS Zone	5 - Island
Subdivision	Not in a Subdivision

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

Nassau County makes no warranties or guarantees, either expressed or implied as to the completeness, accuracy, or correctness of the data portrayed in this product nor accepts any liability, arising from any incorrect, incomplete or misleading information contained therein. All information, data and databases are provided "as is"

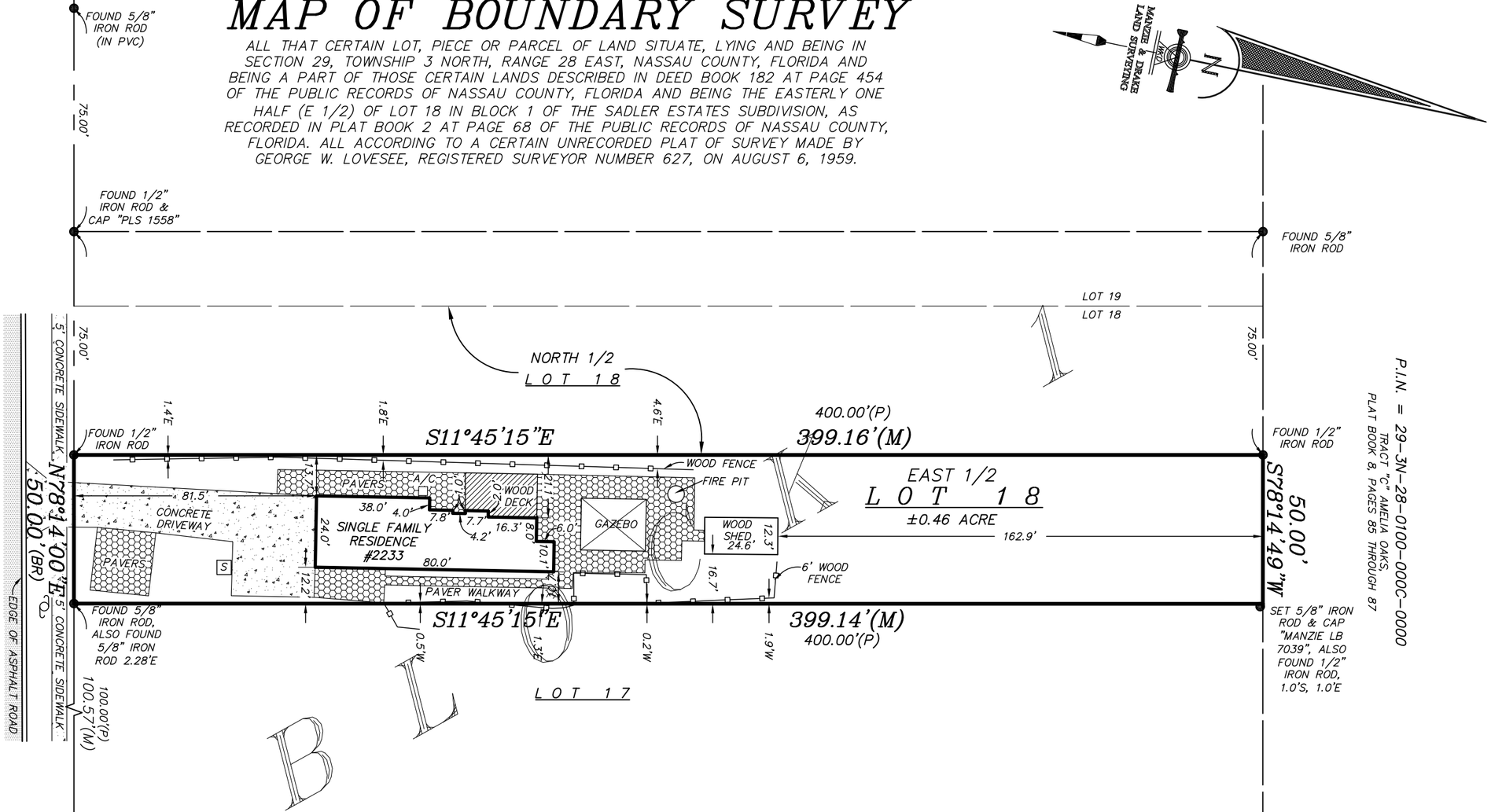

N
NICKELSON AV
CONSERVATION
MEDIUM DENSITY RESIDENTIAL
CON
R-2
MU-1
PAB 2020-0009: SADLER ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: MIXED USE
PROPOSED ZONING: MU-1
TOTALS 0.46 ACRES OF LAND
MEDIUM DENSITY RESIDENTIAL
R-2
GENERAL COMMERCIAL
C-1
SADLER RD
GENERAL COMMERCIAL
C-2
PUBLIC & INSTITUTIONAL
PI-1
RYAN RD
C-1
R-2
MEDIUM DENSITY RESIDENTIAL
CON
CONSERVATION
R-1
LOW DENSITY RESIDENTIAL
KETCH CT
HIGH RIGGER RD
OFF SHORE DR
PAB 2020-0009: SADLER ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY COMMERCIAL GENERAL
PROPOSED FLUM: GENERAL COMMERCIAL
PROPOSED ZONING: C-1
TOTALS 3.24 ACRES OF LAND

MAP OF BOUNDARY SURVEY

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING A PART OF THOSE CERTAIN LANDS DESCRIBED IN DEED BOOK 182 AT PAGE 454 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND BEING THE EASTERLY ONE HALF (E 1/2) OF LOT 18 IN BLOCK 1 OF THE SADLER ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 2 AT PAGE 68 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. ALL ACCORDING TO A CERTAIN UNRECORDED PLAT OF SURVEY MADE BY GEORGE W. LOVESEE, REGISTERED SURVEYOR NUMBER 627, ON AUGUST 6, 1959.

CERTIFIED TO:
VYSTAR TITLE AGENCY
FIRST AMERICAN TITLE INSURANCE COMPANY
VYSTAR CREDIT UNION
CONSTANCE E. KING

PROPERTY ADDRESS:
2233 SADLER ROAD
FERNANDINA BEACH, FLORIDA 32034



LEGEND

A/C = AIR CONDITIONER
℄ = CENTERLINE
= CONCRETE FLATWORK
P.I.N. = PARCEL IDENTIFICATION NUMBER
[S] = SEWER CLEANOUT
= WOOD FENCE
= WOOD FLATWORK
= WOOD POWER POLE

SURVEY NOTES:

1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
4) Bearings shown hereon are based on N78°14'00"E for the Northerly right-of-way line of Sadler Road. The bearing reference line is indicated as thus (BR).
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid."
6) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0239G, Dated 08/02/2017. Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
7) **This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.**

REVISIONS:

1. REVISED ON 10/07/2019 TO SHOW CORRECTIONS TO SHED POSITION AND TO SHOW ADDITIONAL DIMENSIONING TO PROPERTY LINE FROM SHED. (WKD)

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL A. MANZIE, P.L.S. 4069

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"

"OUR ***SIGHTS*** ARE ON THE FUTURE,
SET YOUR ***SITES*** ON US."

SCALE: 1"=40' JOB NO: 20714 DATE: 09/11/2019 CADD: BH
F.B. NO: X-320 PAGE NO: 24 FIELD CREW: JM FILE NO: A-4949

COPYRIGHT © 2019 BY MANZIE AND DRAKE LAND SURVEYING

MAP OF ALTA/NSPS LAND TITLE SURVEY

PARCEL 1
ALL OF THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU, STATE OF FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF GOVERNMENT LOT 6, SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. BEING ALSO A PORTION OF THE LANDS DESCRIBED IN DEED RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 107, PAGE503. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 16, BLOCK 2, SADLER ESTATES, PLAT BOOK 2, PAGE 68 OF NASSAU COUNTY PUBLIC RECORDS; AND RUN SOUTH 11° 46' WEST ALONG THE WESTERLY LINE OF SAID LOT 16, A DISTANCE OF 400.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT; RUN THENCE NORTH 78° 14' WEST ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF BLOCK 2, SADLER ESTATES AFOREMENTIONED A DISTANCE OF 200.0 FEET TO THE SOUTHEAST CORNER OF LOT 17, BLOCK 2, SADLER ESTATES AFOREMENTIONED; RUN THENCE NORTH 11° 46' EAST ALONG THE EASTERLY LINE OF SAID LOT 17, A DISTANCE OF 73.3 FEET; RUN THENCE SOUTH 78° 14' EAST, A DISTANCE OF 100.0 FEET; RUN THENCE NORTH 11° 46' EAST, A DISTANCE OF 326.70 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SADLER ROAD (A 100.0 FOOT RIGHT OF WAY); RUN THENCE SOUTH 78° 14' EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING.

PARCEL2
LOT 16 AND THE WESTERLY ONE-HALF OF LOT 15, BLOCK 2, SADLER ESTATES, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCELS 1 AND 2 TOGETHER BEING THE SAME LANDS CONVEYED IN O.R. BOOK 107, PAGE 503

PARCEL3
A PORTION OF GOVERNMENT LOT 6, SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. BEING THE SAME LANDS DESCRIBED IN DEED RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY IN DEED BOOK 102, PAGES 276 PAGE 277. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 17, BLOCK 2, SADLER ESTATES, ACCORDING TO PLAT RECORDED IN THE AFORESAID PUBLIC RECORDS IN PLAT BOOK 2, PAGE 68; AND RUN SOUTH 11 DEGREES, 46 MINUTES WEST ALONG THE EASTERLY LINE OF SAID LOT 17, A DISTANCE OF 326.70 FEET; RUN THENCE SOUTH 78 DEGREES, 14 MINUTES EAST, A DISTANCE OF 100.0 FEET; RUN THENCE NORTH 11 DEGREES, 46 MINUTES EAST, A DISTANCE OF 326.70 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SADLER ROAD (A 100.0 FOOT RIGHT OF WAY); RUN THENCE NORTH 78 DEGREES, 14 MINUTES WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING.

SADLER ROAD
(100 FOOT RIGHT-OF-WAY)

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

SCHEDULE "B" SECTION II (EXCEPTIONS) AMERICAN LAND TITLE ASSOCIATION COMMITMENT BY OLD REPUBLIC TITLE INSURANCE COMPANY (COMMITMENT NO. 18-0149PV) COMMITMENT DATE: MARCH 15, 2018, 5:00PM REVISED APRIL 02, 2018						
ITEM NO.	TYPE OF DOCUMENT	RECORDING INFORMATION	SHOWN ON SURVEY	BLANKET	AFFECTS SUBJECT PROPERTY	SURVEYOR NOTES
8	Florida Public Utility Easement	DEED BOOK 102, PAGE 262	NO	NO	NO	Document does not make reference to easement granted to Florida Public Utilities.
9	Notice of Environmental Resource Permit	O.R.B. 2177, PG. 1097	YES	NO	YES	Reference to document made on map showing the recording information for Notice for Permit No. 151571-1.

LEGEND
℄ = CENTERLINE
☆ = LIGHT POLE
= CONCRETE FLATWORK
—x—x— = CHAIN LINK FENCE
—E—E— = OVERHEAD UTILITY WIRES
O.R.B. = OFFICIAL RECORDS BOOK
P.I.N. = PARCEL IDENTIFICATION NUMBER
= WOOD FENCE
= WOOD FLATWORK
= WOOD POWER POLE
= GATE VALVE
(C) = CALCULATED
(P) = PLAT
(T.C.) = TITLE COMMITMENT

SURVEY NOTES:
1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) American Land Title Association Commitment by Old Republic National Title Insurance Company, dated March 15, 2018 at 5:00pm, Commitment No. 18-0149PV, was referenced in the preparation of this survey.
4) Bearings shown hereon are based on N78°12'56"W for the Southerly right-of-way line of Sadler Road. The bearing reference line is indicated as thus (BR).
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
6) The property shown hereon lies within flood zone "X", "AE 6" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0239 G Dated 08/02/2017 Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
7) **This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.**

SURVEYORS CERTIFICATE
THE UNDERSIGNED, BEING A SURVEYOR OF THE STATE OF FLORIDA, CERTIFIES TO FERNANDINA INVESTMENT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY; CRABTREE LAW, P.A., d/b/a CRABTREE LAW GROUP; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; SYNOVUS BANK, NA AS FOLLOWS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 13, 14 & 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 04/23/2018.

THE PARTIES LISTED ABOVE ARE ENTITLED TO RELY ON THE SURVEY AND THIS CERTIFICATE AS BEING TRUE AND ACCURATE.

MICHAEL A. MANZIE, P.L.S. 4069

DATE SIGNED: 04/24/2018

MICHAEL A. MANZIE License Number 4069 STATE OF FLORIDA Professional Land Surveyor

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"
"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

SCALE: 1"=20' JOB NO: 19834 DATE: 04/23/2018 CADD: BH
F.B. NO: X-300 PAGE NO: 16 CREW: GS FILE NO: C-777-ALTA

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RYAN ROAD
POINT OF BEGINNING PARCEL 3 NORTHEAST CORNER OF LOT 17, BLOCK 2, SADLER ESTATES (PLAT BOOK 2, PAGE 68)
FOUND 1/2" IRON ROD
220.00'
CONCRETE DRIVE
6' WOOD FENCE
2.2'E
N11°47'04"E 400.43'
S11°46'00"W 326.70' 326.70' (T.C.)
P.I.N. = 29-3N-28-0000-0006-0010 O.R.B. 831, PAGE 1168 NOW OR FORMERLY THE LANDS OF BARBARA B. TOKE
FOUND 1/2" IRON PIPE
0.8'N
6' CHAIN LINK FENCE
73.73' N11°46'00"E 73.3' (T.C.)
O.R.B. 901, PAGE 1032 (TRACT 7) O.R.B. 107, PAGE 503
PARCEL 1 PER TITLE COMMITMENT O.R.B. 107 PAGE 503
PARCEL 3 PER TITLE COMMITMENT DEED BOOK 102, PAGES 276-277 O.R.B. 901, PAGE 1032 TRACT 7
N78°14'00"W 100.00' (T.C.)
CATCH BASIN
5' CONCRETE SIDEWALK
EDGE OF ASPHALT ROAD
S78°14'00"E 100.00'(T.C.)
0.3'S
A-14
N78°12'56"W
FLOOD ZONE "X" FLOOD ZONE "AE 6"
6' WOOD FENCE
O.R.B. 901, PAGE 1032 (TRACT 7) O.R.B. 107, PAGE 503
N11°46'00"E
DIRT DRIVEWAY
326.70'(T.C.)
WOODEN UTILITY POLE OVERHEAD LINES HAVE BEEN REMOVED (4/23/2018)
WOODEN UTILITY POLE OVERHEAD LINES HAVE BEEN REMOVED (4/23/2018)
±3.23 ACRES (TOTAL PROJECT ACREAGE)
V A C A N T
EARTH WORK AND TREE REMOVAL IN PROGRESS AS OF APRIL 23, 2018.
PARCEL 1 PER TITLE COMMITMENT
N78°12'56"W 100.00'
A-13
200.00' (T.C.)
WETLANDS DELINEATED BY LG2 SOLUTIONS 01/03/2017
POINT OF BEGINNING PARCEL 1 NORTHWEST CORNER OF LOT 16, BLOCK 2, SADLER ESTATES (PLAT BOOK 2, PAGE 68)
FOUND 1/2" IRON ROD
S11°46'00"W 400.00' (T.C.)
WESTERLY LINE OF LOT 16
O.R.B. 107 PAGE 503
PARCEL 2 PER TITLE COMMITMENT
A-12
A-11
FLOOD ZONE "X" FLOOD ZONE "AE 6"
P.I.N. = 29-3N-28-0000-0006-0000 O.R.B. 831, PAGE 1168 NOW OR FORMERLY THE LANDS OF SHERRY SUTTLEMIRE
L O T 16
JURISDICTIONAL WETLAND AREA + ENVIRONMENTAL RESOURCE + PERMIT NO. 151571-1 ISSUED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT O.R.B. 2177, PAGE 1097
A-10
A-9
A-8
A-7
A-6
A-5
A-4
A-3
A-2
A-1
WETLANDS DELINEATED BY LG2 SOLUTIONS 01/03/2017
FLOOD ZONE "X" FLOOD ZONE "AE 6"
LOT 16 LOT 15
CATCH BASIN
351.67'
151.70'(C) 150.00'(P)
WEST 1/2 OF L O T 1-5
SET 5/8" IRON ROD & CAP "MANZIE LB 7039"
203.45'
S11°49'24"W
FOUND 5/8" IRON ROD & CAP (ILLEGIBLE)
196.50'
399.96'
FOUND 1/2" IRON ROD
P.I.N. = 00-00-31-142L-000A-0000 O.R.B. 996, PAGE 1884 NOW OR FORMERLY THE LANDS OF ERIC KOLAR, P.A.
P.I.N. = 00-00-30-0600-0002-0151 O.R.B. 991, PAGE 1168 NOW OR FORMERLY THE LANDS OF PINELAND HOLDING COMPANY LLC
L O T 17 MANZIE & DRAKE FILE NO. B-646 P.I.N. = 00-00-30-0600-0002-0170 O.R.B. 1679, PAGE 1997 NOW OR FORMERLY THE LANDS OF DENUCO'S SOFT SERVE, LLC.

Engineering Plans
for

AMELIA ISLAND HOTEL

PARCEL IDs:
29-3N-28-0000-0007-0000
29-3N-28-0000-0008-0000

McCranie & Associates, Inc.

Land Development • Roadway Design • Permitting
3 South 2nd St. • Fernandina Beach, Florida 32034
904/335-8685

Issue Date:
August 2017
Revised November 2017

Released for construction _____ by _____

5:07:02 PM 11/13/2017 N:\Projects\AmelialalandHotel\roadway\KEYSRD01.dgn

GENERAL NOTES

SITE / GEOMETRY

1. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A. REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S PRICE FOR PERFORMING THE WORK.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS, EITHER SURFACE OR SUBSURFACE, WHICH MAY AFFECT THE WORK TO BE PERFORMED, AND THE EQUIPMENT, LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR IS URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THIS PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO AID IN RESOLVING POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF THE PROJECT. ALL COSTS ASSOCIATED WITH PRELIMINARY INVESTIGATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER.

4. ELEVATIONS ARE BASED ON U.S.C.& G. DATUM 1988 NAVD.

5. TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY: COASTAL LAND SURVEYORS (904) 261-8950

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING, RIGHT-OF-WAY PERMITS NOT PROVIDED, AND INSURANCE REQUIRED FOR THE PROJECT.

7. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION & REPAIR.

8. THE CONTRACTOR SHALL ADVISE THE OWNER'S AUTHORIZED REPRESENTATIVE OF PLANNED WORK SCHEDULE. THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS. IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD, AND THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.

9. "AS-BUILT" DRAWINGS - AS-BUILTS ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION, AND SUBMITTAL OF AS-BUILT DRAWINGS IN ACCORDANCE WITH THE NASSAU COUNTY AS-BUILT REQUIREMENTS CHECKLIST.

10. "AS-BUILT" RECORD DATA AND INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR. RECORD DRAWINGS SHALL BE SUPPLIED TO THE ENGINEER OF RECORD AND NASSAU COUNTY.

11. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.

12. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR ON A DAILY BASIS.

13. ALL EXCESS SUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER OR RECORD.

14. ALL EXISTING TREES LISTED TO REMAIN SHALL BE PRESERVED AND PROTECTED.

15. THE LOCATION OF ALL EXISTING UTILITIES, STRUCTURES, AND IMPROVEMENTS ON THE DRAWINGS ARE BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN FIELD VERIFIED. THE LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OTHER IMPROVEMENTS PRIOR TO COMMENCING ANY CONSTRUCTION. IF THE LOCATIONS SHOWN ARE CONTRARY TO ACTUAL FIELD LOCATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY. THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITY IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR REPAIRS OR PAYMENTS FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS, AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH THEY SHALL CONNECT.

16. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER OF RECORD ON ALL MATERIALS, FOR REVIEW AND APPROVAL, PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY OR STRUCTURE.

17. UNSUITABLE MATERIALS UNDER WATER, SEWER, OR STORM PIPE AND/OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL COMPACTED TO 98% OF IT'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557).

18. ALL WATER & SEWER CONSTRUCTION SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES.

19. WHEN DEWATERING CAPACITY REQUIRES A PERMIT (CUP), IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

20. WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY HAZARD. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. WHERE PARALLEL WATER AND SEWER MAINS HAVE LESS THAN 10 FOOT HORIZONTAL SEPARATION, 20 FOOT LENGTHS OF C900 (DR18) WATER QUALITY PIPE SHALL BE USED WITH THE JOINTS STAGGERED AT 10 FOOT INTERVALS. THE PIPES SHALL BE PLACED IN SEPARATE TRENCHES WITH THE WATER MAIN AT LEAST 18 INCHES ABOVE THE SEWER. 6" MIN VERTICAL SEPARATION IS REQUIRED WITH50 FT JOINT (C-900 WATER MAIN) CENTERED AND MINIMUM 30" BURY IS REQUIRED.

21. WATER MAINS CROSSING SANITARY HAZARDS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER MAIN. WHERE WATER AND SEWER MAINS CROSS WITH BETWEEN 18 INCHES AND 6 INCHES OF VERTICAL CLEARANCE, A 20 FOOT SECTION OF C900 (DR18) WATER QUALITY PIPE SHALL BE CENTERED ON THE POINT OF THE CROSSING. THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL SEPARATION. THE MINIMUM SEPARATION BETWEEN WATER AND SEWER PIPES IS TO BE 6 INCHES OUTSIDE DIAMETER TO OUTSIDE DIAMETER.

22. NO WATER MAIN PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE.

23. TRACER WIRE SHALL BE PROVIDED ON ALL WATER MAINS AND FORCE MAINS. TRACER WIRE SHALL BE A MINIMUM OF 14 GUAGE SOLID COPPER WIRE, COATED, AND SUITABLE FOR BURIAL. WIRE SHALL BE ATTACHED DIRECTLY TO TOP OF PIPE AND BROUGHT INTO EACH VALVE BOX AND COILED TO ALLOW FOR EASY ACCESS AND EXTENSION ABOVE FINISHED GRADE FOR ATTACHMENT OF LOCATING EQUIPMENT.

24. ALL PIPE LENGTHS ARE APPROXIMATE DIMENSIONS, ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE MISCELLANEOUS DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS.

25. ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.

26. GRADES SHOWN ON PLANS ARE EDGE OF PAVEMENT FINISHED GRADES UNLESS OTHERWISE NOTED.

27. SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.

28. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFICALLY STATED.

29. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE. EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS. RE-VEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED IMMEDIATELY TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION.

30. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD BEFORE COMMENCING WORK.

31. IN COUNTY R/W, THE MINIMUM DEPTH REQUIREMENT UNDER PAVEMENT IS 42" AND 36" IN UNPAVED AREAS FOR SEWER, FORCE, AND WATER MAINS.

32. ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.

33. IN ADDITION TO THE SPECIFICATIONS AND DETAILS PROVIDED FOR THIS CONTRACT, THE NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS (LATEST REVISION) SHALL ALSO BE USED FOR ANY ITEMS NOT COVERED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A SET OF ROADWAY AND DRAINAGE STANDARDS FROM THE COUNTY.

34. BACKFILL MATERIAL SHALL BE COMPACTED TO 100% (| 2%) PER NASSAU COUNTY REQUIREMENTS UNDER EXISTING AND PROPOSED ROADWAYS.

35. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER OF RECORD.

36. STATIONING REFERS TO THE CENTERLINE OF THE ROADWAY EXCEPT AS NOTED ON PLANS. WHERE PAVEMENT SPLITS, THE STATIONING FOLLOWS THE INSIDE EDGE OF PAVEMENT UNTIL ROADWAY TRANSITIONS BACK TO THE TYPICAL ROADWAY SECTION

37. ALL CONSTRUCTION, MATERIAL, AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH NASSAU COUNTY STANDARDS.

38. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, LATEST EDITION; INSTALL PAVEMENT MARKINGS IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17346.

WATER NOTES

1. IN COUNTY R/W, THE MINIMUM DEPTH REQUIREMENT UNDER PAVEMENT IS 42" AND 36" IN UNPAVED AREAS FOR SEWER, FORCE, AND WATER MAINS. ALL WATER MAINS SHALL BE FLUSHED IN ACCORDANCE WITH, AND UNDER THE DIRECTION OF THE UTILITY COMPANY.

2. THRUST RESTRAINTS ARE REQUIRED IN ACCORDANCE WITH THE UTILITY COMPANY STANDARDS WHERE WATER MAINS ARE TERMINATED AND AT ALL BENDS AND TEES.

3. TIE RODS SHALL BE INSTALLED ON ALL VALVES LOCATED AT FITTINGS. ALL 10" AND LARGER VALVES SHALL REQUIRE FOUR (4) TIE RODS.

4. UNLESS OTHERWISE NOTED, WATER MAINS ARE TO BE PVC DR18, C-900, CLASS 150.

5. ALL WATER MAINS SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA C-600-87, AND OR JEA'S APPLICABLE STANDARDS AND SPECIFICATIONS. ALL WATER MAIN DISINFECTION SHALL BE IN ACCORDANCE WITH AWWA C651 AND OR JEA'S APPLICABLE STANDARDS AND SPECIFICATIONS. NO CONNECTION TO EXISTING POTABLE WATER SYSTEM SHALL BE ALLOWED UNTIL ALL PROPOSED WATER MAINS HAVE BEEN PRESSURE TESTED, DISINFECTED, AND CLEARED FOR SERVICE. THE UTILITY COMPANY'S AUTHORIZED REPRESENTATIVE MUST BE NOTIFIED 48 HOURS PRIOR TO PERFORMING THE PRESSURE TEST AND MUST BE PRESENT.

6. THE CONTRACTOR SHALL AVOID SERVICE INTERRUPTIONS AND MAINTAIN ANY EXISTING WATER SERVICE TO MEET THE SYSTEM DEMANDS AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF AFFECTED CUSTOMERS OF THE UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF ANY INTERRUPTION OF SERVICE. BOIL WATER NOTICES SHALL BE DELIVERED IN ACCORDANCE WITH THE UTILITY COMPANY BOIL WATER NOTICE REQUIREMENTS.

7. ALL MAIN FLUSHING POINTS SHALL BE SAME SIZE AS MAIN UP TO 8 INCH WATER MAINS. FLUSHING POINTS FOR MAINS LARGER THAN 8 INCH SHALL BE REDUCED TO 8 INCH.

8. ALL WATER MAINS SHALL BE DISINFECTED USING LIQUID CHLORINE OR HYPOCHLORITES IN ACCORDANCE TO AWWA C651-86. WATER IN MAIN SHALL MAINTAIN A CHLORINE RESIDUAL OF 50 MG/L FOR A MINIMUM OF 24 HOURS. WATER MAIN SHALL NOT BE PLACED IN SERVICE UNTIL CLEARANCE HAS BEEN PROVIDED BY THE APPROPRIATE REGULATING AGENCY AND JEA.

9. IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH, WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. BASED ON APPROVAL OF THE PERMITTING AGENCY, DUCTILE IRON PIPE, FITTINGS, AND SOLVENT RESISTANT GASKET MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED. ANY CONTAMINATED SOIL THAT IS EXCAVATED SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATER PROOF COVERING. THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL.

10. 2" FLUSHING HYDRANTS SHALL BE INSTALLED AT ALL DEAD END LINES AND MAIN LINE STUB-OUTS.

11. A SEPARATE WATER SERVICE SHALL BE REQUIRED FOR EACH UNIT SERVED AND SHALL BE INSTALLED 2 FEET EITHER SIDE OF PROPERTY LINE. ALL WATER SERVICES SHALL BE MARKED WITH A "W" ETCHED ON THE CURB. ALL VALVES SHALL BE MARKED WITH A "V" ETCHED ON THE CURB.

12. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY COMPANY'S STANDARDS.

13. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED AT THE CONSUMER'S METER OR AT THE PROPERTY LINE WHEN A METER IS NOT USED.

14. BACKFLOW PREVENTION ASSEMBLIES SHALL BE TESTED BY A STATE OF FLORIDA LICENSED BACKFLOW TECHNICIAN. SUBMIT BACKFLOW ASSEMBLY TEST REPORTS TO JEA ATTN: BILL POUND, 21 W CHURCH ST. T-4 JACKSONVILLE, FL 32202. BACKFLOW PREVENTION ASSEMBLIES SHALL BE SELECTED AND INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF JEA'S CROSS CONNECTION CONTROL POLICY MANUAL; CONTACT BILL POUND AT (904) 665-5787.

15. CONTACT CHRIS BARRINGTON - JEA NEW DEVELOPMENT - 904-665-4081 TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO BEGINNING CONSTRUCTION.

INDEX

SHEET #	DESCRIPTION
1	COVER SHEET
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4	POST-DEVELOPMENT DRAINAGE MAP
5	PRELIMINARY BINDING SITE PLAN
6 - 9	TREE PRESERVATION PLAN
10	GRADING PLAN
11	GEOMETRY PLAN
12	LANDSCAPE PLAN
13	WATER AND SEWER PLAN
14 - 16	MISCELLANEOUS DETAILS

SEWER NOTES

1. THE CONTRACTOR SHALL PROVIDE, TO THE ENGINEER OF RECORD , A SCHEDULE OF INVERT ELEVATIONS OF ALL SANITARY MANHOLES PRIOR TO THE PLACEMENT OF THE LIME ROCK BASE COURSE. THIS SCHEDULE TO BE PROVIDED BY THE REGISTERED LAND SURVEYOR SUBMITTING THE "AS-BUILT" DRAWINGS FOR THIS PROJECT.

2. SANITARY SEWER SERVICES SHALL BE 6"PVC WITH A MINIMUM SLOPE OF 0.006 FEET PER FOOT AND SHALL BE TERMINATED AT THE RIGHT-OF-WAY LINE WITH A DEPTH OF 24" TO 48" FROM THE FINAL FINISHED GRADE OF THE DEVELOPED LOTS. DEPTHS GREATER THAN 48" FROM FINAL FINISHED GRADE SHALL BE READJUSTED BY THE DEVELOPER AT HIS COST.

3. ALL MANHOLE FRAMES AND COVERS TO BE ADJUSTED TO FINAL FINISHED GRADE.

4. A SEPARATE SEWER SERVICE (6" MIN.) SHALL BE PROVIDED TO THE RIGHT-OF-WAY FOR EACH LOT BEING SERVED. AN "S" SHALL BE ETCHED INTO THE CURB DIRECTLY OVER EACH SERVICE LINE OR IN THE STREET SIDE OF A SIDEWALK IN LINE WITH THE CLEANOUT.

5. GRAVITY SEWER TO BE GREEN IN COLOR

6. NEW GRAVITY SEWER SYSTEM SHALL BE PLUGGED AT NEAREST EXISTING DOWNSTREAM MANHOLE AND SHALL NOT BE REMOVED WITHOUT AUTHORIZATION FROM THE JEA. EXISTING MANHOLES TO BE COREBORED AND ARRANGEMENTS MADE TO BE REFURBISHED WITH COMPATIBLE MATERIALS IF THE EXISTING MANHOLE IS ALLOWED TO BE USED.

7. FINISHED FLOOR ELEVATIONS SHALL BE GREATER (HIGHER) THAN THE ELEVATION OF THE MANHOLE NEAREST THE SERVICE LATERAL IN ORDER TO AVOID A POTENTIAL BACKUP OF SEWERAGE IN THE HOUSE OR BUILDING.

8. FORCE MAIN MUST PASS A PRESSURE TEST PRIOR TO ACCEPTANCE OF THE SYSTEM. THE PRESSURE TEST SHALL COMPLY WITH AWWA C-600 SECTION 4.1 STANDARD FOR HYDROSTATIC TESTING. PRESSURE TEST MUST BE WITNESSED AND APPROVED BY AN AUTHORIZED THE UTLITY COMPANY REPRESENTATIVE.

9. ALL GRAVITY SEWER PIPE (WITH LATTERALS) TO A 12 FOOT DEPTH OF COVER SHALL BE ASTM D3034 SDR-35 PVC PIPE. GRAVITY SEWER PIPE WITH COVER OF 12 FEET (AND IN EASMENT) AND GREATER SHALL BE C900-DR18 OR SDR-26. JOINT SHALL BE OF THE BELL AND SPIGOT TYPE AND MEET THE REQUIREMENTS OF THE PIPE REFFERED BEING USED. SEE JEA SEWER STANDARDS FOR MORE DETAIL

10. WHEN A PROPERTY LINE CAN NOT BE DEFINED, THE SEWER CLEANOUT SHALL BE PLACED IN AN UNPAVED AREA AT A DISTANCE NO GREATER THAN 30 FEET FROM THE SEWER MAIN.

11. ALL GRAVITY SEWER MAINS SHALL BE DEFLECTION TESTED WITH A 5% MANDREL AS SUPPLIED BY THE CONTRACTOR AND CERTIFIED TO ACCURACY EACH YEAR. CERTIFICATION OF ACCURACY SHALL BE PROVIDED TO JEA. THE SEWER LINES TO BE TV INSPECTED AND THE ALIGNMENT BETWEEN MANHOLES CHECKED BY USING LIGHTS, LASER BEAMS OR OTHER SUITABLE MEANS.

12. FRAME AND COVER ADJUSTMENT RINGS SHALL BE MANUFACTURED OF THE SAME MATERIAL AS THE MANHOLES.

13. SEWER PLUGS USED DURING THE CONSTRUCTION OR CONNECTION TO A SYSTEM SHALL HAVE THE CONTRACTOR'S NAME PERMANENTLY STAMPED.

14. THE FRP MANHOLE LINER SHALL BE DESIGNED AND FABRICATED TO BE INSTALLED VERTICALLY INSIDE AN EXISTING MANHOLE, AND SHALL NOT BE LOAD BEARING STRUCTURE. THE ANNULAR SPACE BETWEEN THE OUTSIDE DIAMETER OF THE LINER AND INSIDE DIAMETER OF THE EXISTING MANHOLE WALL SHALL BE FILLED WITH CONCRETE GROUT.

15. IN ACCORDANCE WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REQUIREMENTS, LEAKAGE TESTING SHALL BE PERFORMED ON ALL SEGMENTS OF THE SEWER SYSTEM. TESTING MAY INCLUDE APPROPRIATE WATER OR LOW PRESSURE AIR TESTING. TEST METHODS SHALL TAKE INTO CONSIDERATION THE RANGE IN GROUNDWATER ELEVATIONS DURING THE TEST AND ANTICIPATED DURING THE DESIGNED LIFE OF THE SEWER. LEAKAGE TESTING BASED ON THE WATER (HYDROSTATIC) TEST SHALL NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM USING A MINIMUM POSITIVE HEAD OF 2 FEET. LEAKAGE TESTING BASED ON THE LOW PRESSURE AIR TEST SHALL, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM F-1417.

16. IN COUNTY R/W, THE MINIMUM DEPTH REQUIREMENT UNDER PAVEMENT IS 42" AND 36" IN UNPAVED AREAS FOR SEWER, FORCE, AND WATER MAINS OR DUCTILE IRON PIPE CASING\ CONCRETE ENCASEMENT AS SPECIFIED.

17. ALL LINED FORCE MAIN FITTINGS SHALL BE HOLIDAY TESTED FOR DEFECTS PRIOR TO INSTALATION.

LEGEND

- EXISTING VALVE
- EXISTING WATER LINE (W)
- EXISTING SANITARY SEWER (10" PVC)
- EXISTING FIRE HYDRANT
- PROPOSED SANITARY SEWER
- PROPOSED WATER LINE (W)
- PROPOSED FIRE HYDRANT
- EXISTING EDGE OF PAVEMENT
- EXISTING PROPERTY LINE
- PROPOSED SPOT ELEVATION (15.3)
- PROPOSED CONTOUR (15.0)
- PROPOSED EDGE OF PAVEMENT
- PROPOSED PROPERTY LINE
- PROPOSED R.O.W. LINE
- EXISTING TREE (6" PINE)
- EXISTING CONTOUR (15)
- SILT FENCE
- WETLAND BUFFER

LOCATION MAP



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record: Daniel I. McCranie, P.E. P.E. # 50627
M&A McCranie & Associates, Inc.
3 South 2nd Street
Fernandina Beach, FL 32034
(904) 335-8685
Certificate of Authorization No. 8269

AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

INDEX SHEET

SHEET NO. 2

Dan 11/13/2017 5:07:02 PM N:\Projects\AmeliaIslandHotel\roadway\GNNTRD01.dgn

EXISTING BUSINESS

DA-PRE
2.34 Ac.

EXISTING DRIVEWAY
TO BE REMOVED

EXISTING BUILDING
TO BE REMOVED

EXISTING BUILDING
TO BE REMOVED

DRAINAGE BASIN
BOUNDARY (TYP)

100 YR FLOOD
BOUNDARY (TYP)

WETLAND
LINE

PROPERTY
LINE (TYP)

CATCH BASIN TOP
ELEVATION = 10.00' NAVD 1988

CATCH BASIN TOP
ELEVATION = 8.69' NAVD 1988

SADLER ROAD

0 10 40
Feet

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record: Daniel I. McCranie, P.E.
P.E. # 50627
M&A McCranie & Associates, Inc.
3 South 2nd Street
Fernandina Beach, FL 32034
(904) 335-8685
Certificate of Authorization No. 8269

AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

PRE DEVELOPMENT

SHEET NO. 3

Dan 11/13/2017 5:07:05 PM N:\Projects\AmeliaIslandHotel\roadway\PRE.DGN

SEE GRADING SHEET FOR DIVERSION SWALE.

MODIFY INLET TOP TO GRATE INLET

CATCH BASIN TOP ELEVATION = 10.00' NAVD 1988

DRAINAGE BASIN BOUNDARY (TYP)

DA-1 0.53 Ac.

DA-2 0.30 Ac.

DA-3 0.35 Ac.

DA-4 0.56 Ac.

DA-P1 0.60 Ac.

FF=11.8

S-1

S-2

S-3

S-4

S-5

0.5%

1%

IMPACTED WETLANDS (0.1 AC)

IMPACTED WETLANDS (0.2 AC)

WETLAND LINE

PROPERTY LINE (TYP)

WEIR 1 (EL. 7.30)

TOP OF BANK

POND 1
TOB = 9.0
BOTTOM = -1.0
1:4 SLOPES

SADLER ROAD

CATCH BASIN TOP ELEVATION = 8.69' NAVD 1988

0 10 40
Feet

Pipe Table

Pipe	Upstream Structure	Downstream Structure	Length (ft)	Size (in)	Type	Upstream Invert (ft)	Downstream Invert (ft)	Slope (%)
P-1	S-1	S-2	212	18	RCP	6.50	5.96	0.25
P-2	S-2	S-3	148	18	RCP	5.96	5.58	0.25
P-3	S-3	S-4	212	18	RCP	5.58	5.04	0.25
P-4	S-4	S-5	90	18	RCP	5.04	4.41	0.71

S-1 TOP/INLET EL = 11.0
S INV EL = 6.50

S-2 TOP/INLET EL = 11.0
N INV EL = 5.96
E INV EL = 5.96

S-3 TOP/INLET EL = 10.5
W INV EL = 5.58
N INV EL = 5.58

S-4 TOP/INLET EL = 10.5
S INV EL = 5.04
E INV EL = 5.04

S-5 18" MES
W INV EL = 4.41

WEIR 1 TOP EL = 9.00
WEIR EL = 7.30
ORIFICE = 6.00
INV EL = 6.00

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

POST DEVELOPMENT

SHEET NO. 4

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DIVERSION SWALE

DA-1
0.53 Ac.

DA-2
0.29 Ac.

DA-3
0.35 Ac.

DA-4
0.56 Ac.

DA-P1
0.60 Ac.

FF=11.8

MODIFY INLET TOP
TO GRATE INLET

CATCH BASIN TOP
ELEVATION = 10.00' NAVD 1988

DRAINAGE BASIN
BOUNDARY (TYP)

0 10 40
Feet

PROPERTY LINE
PARKING LOT
5'
1:2.5
1:2.5

DIVERSION SWALE DETAIL

S-1
S-2
S-3
S-4
S-5

WETLAND
LINE

WEIR 1
(EL. 7.30)

TOP OF
BANK

PROPERTY
LINE (TYP)

SADLER ROAD

CATCH BASIN TOP
ELEVATION = 8.69' NAVD 1988

REVISIONS			
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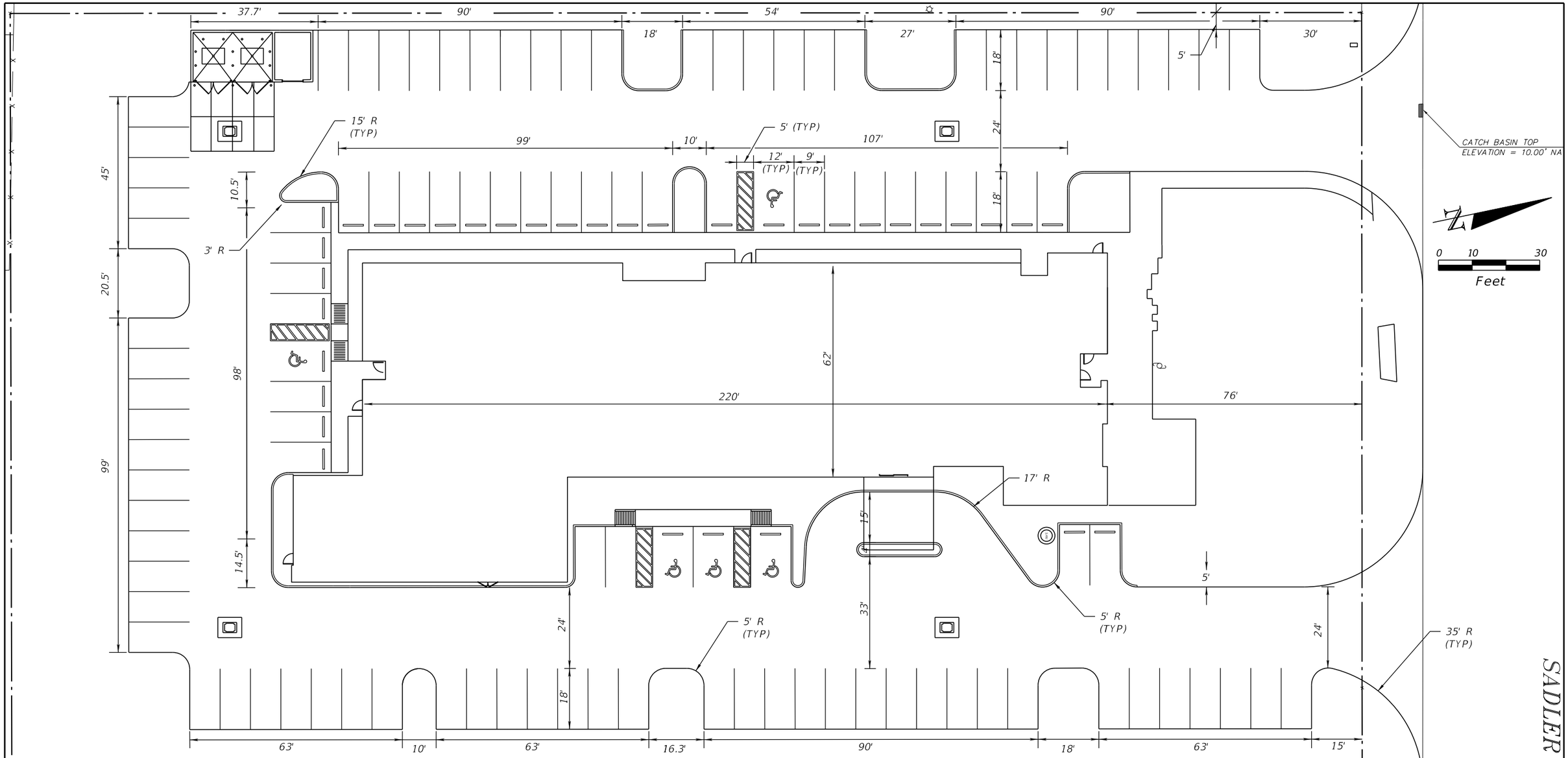
AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

GRADING

SHEET NO. 10

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record: Daniel I. McCranie, P.E.
P.E. # 50627
3 South 2nd Street
Fernandina Beach, FL 32034
(904) 335-8685
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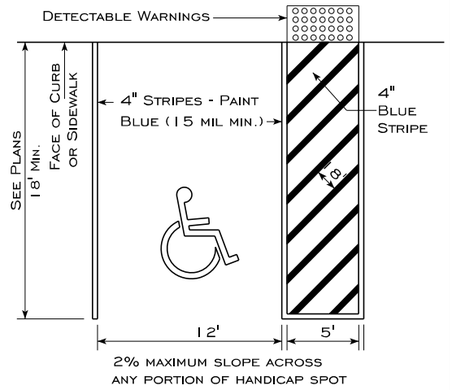
AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

GEOMETRY PLAN

SHEET NO. 11

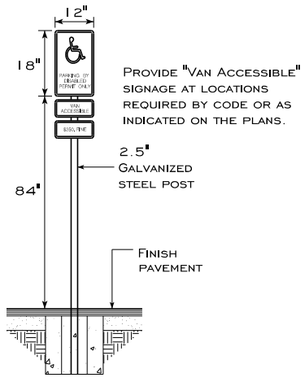
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TYPICAL DISABLED PARKING

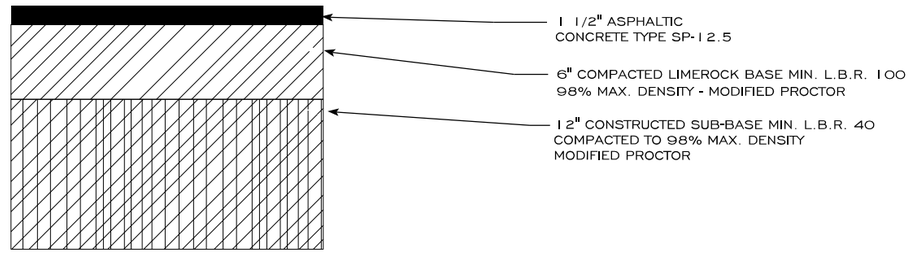
NOTES:

1. ALL SIGNS SHOWN SHALL CONFORM TO FEDERAL ACCESSIBILITY SPECIFICATIONS.
2. ALL SIGNS SHOWN SHALL BE REFLECTORIZED TO SHOW THE SAME COLOR BY NIGHT AS BY DAY.
3. ALL SIGNS SHALL BE SECURELY MOUNTED GALVANIZED STEEL CHANNEL POSTS.
4. INSTALL QUANTITY AND AT LOCATIONS REQUIRED BY CODE AND/OR AS INDICATED ON DRAWINGS. CONFIRM ALL HANDICAPPED SIGNAGE CODES.



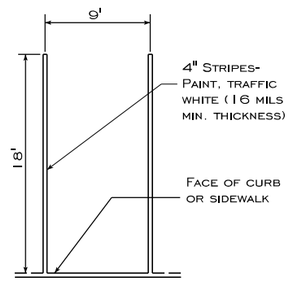
PROVIDE "VAN ACCESSIBLE" SIGNAGE AT LOCATIONS REQUIRED BY CODE OR AS INDICATED ON THE PLANS.

ACCESSIBLE PARKING SIGN DETAIL

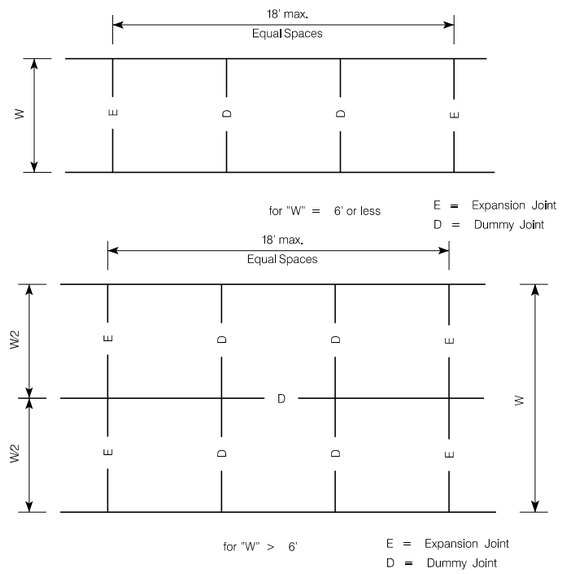


NOTE:
16" SOD STRIP REQUIRED ADJACENT TO ALL ROAD WORK

TYPICAL PAVEMENT SECTION - ALL DRIVEWAYS



STRIPING DETAIL



SIDEWALK JOINT LOCATION DETAILS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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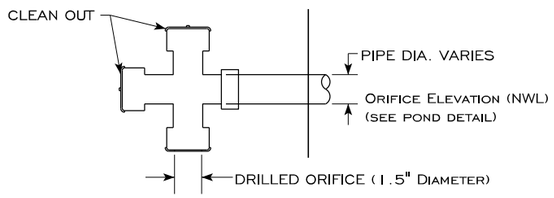
AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

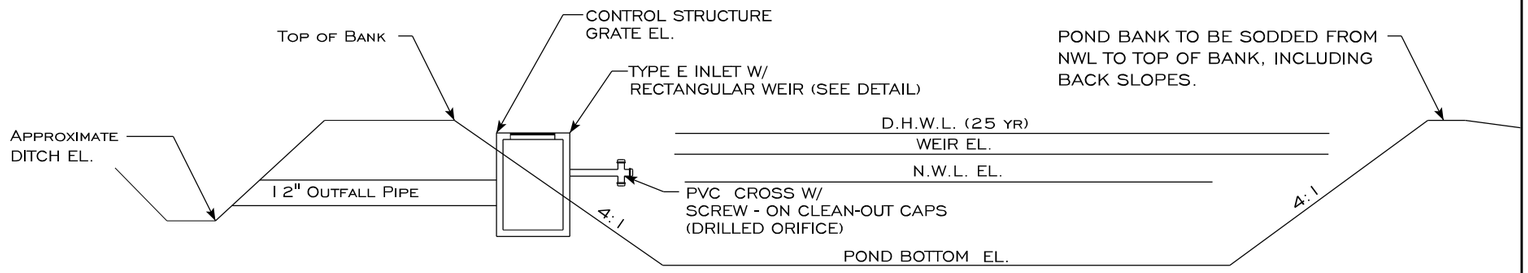
MISCELANEOUS DETAILS

SHEET NO. 14

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ORIFICE DETAIL

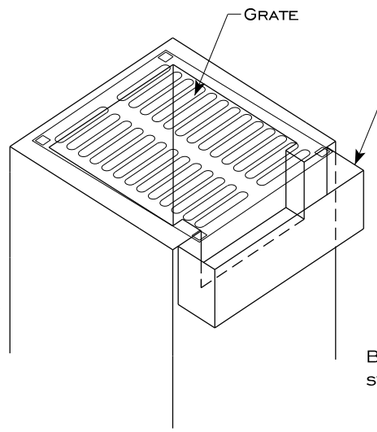


POND CROSS-SECTION WITH DROP STRUCTURE (POND 1)

NOTE: ALL WEIRS TO HAVE SKIMMERS ON INSIDE OF POND (SEE THIS SHEET FOR DETAIL)

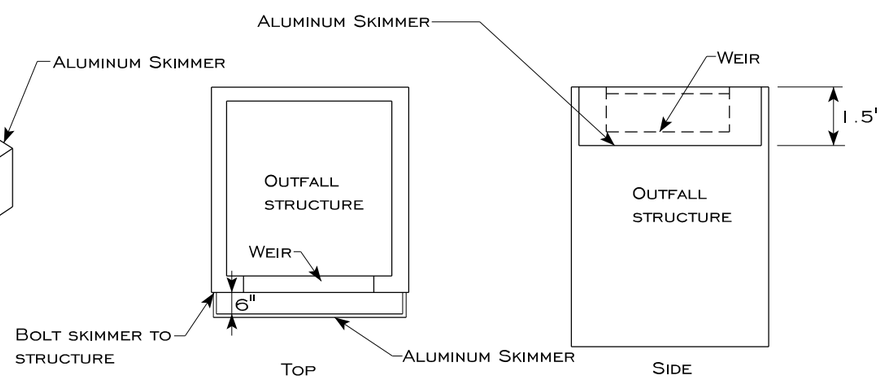
POND #	TOP OF BANK	N.W.L.	D.H.W.L.	WEIR EL	WEIR WIDTH (IN)	ORIFICE DIA. (IN)	POND BOTTOM EL	OUTFALL PIPE LENGTH	PIPE DIAMETER & SLOPE	OUTFALL EL.	WEIR OUTFALL (CFS)		
											5 YR	10 YR	25 YR
1	9.00	6.00	8.68	7.30	8	1.5	-1.00	20'	24" @ 0.25%	5.50	1.24	1.99	2.98

POND INFORMATION & CROSS SECTION



NOTE: SIMMER SHALL BE CONSTRUCTED OF 1/4" ALUMINUM

SKIMMER SHALL EXTEND FROM THE GRATE ELEVATION TO 3" BELOW THE WEIR ELEVATION (APPROXIMATELY 1.5')



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

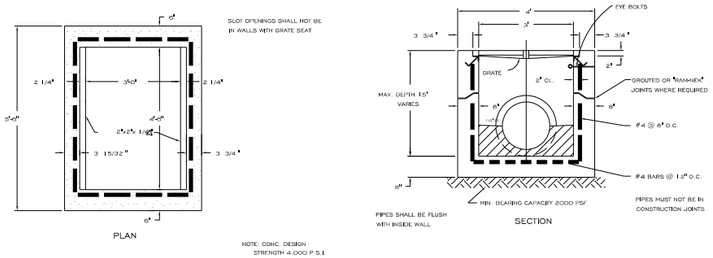
Engineer of Record: Daniel I. McCranie, P.E.
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3 South 2nd Street
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AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

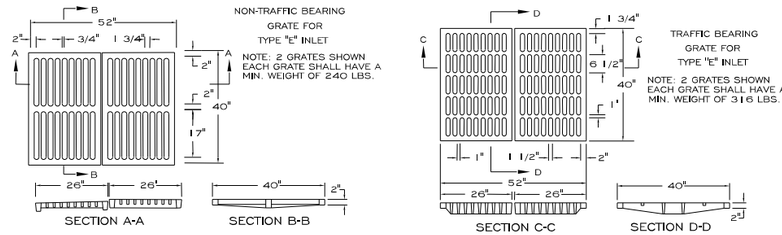
ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

MISCELLANEOUS DETAILS

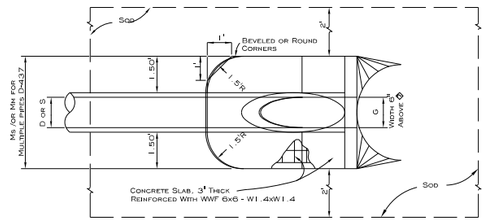
SHEET NO. 15



STORM SEWER TYPE "E" INLET



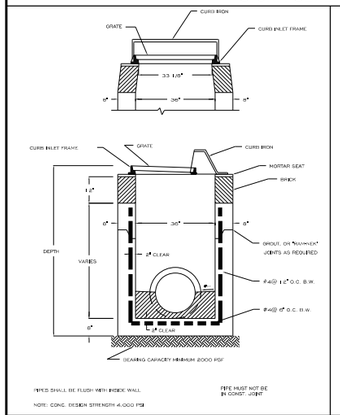
GRATE DETAIL FOR TYPE "E" INLET



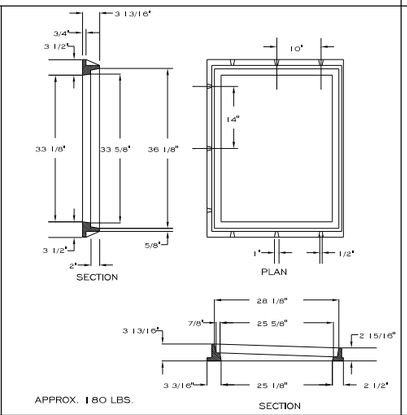
* Slope:
4:1 Miter To 1/8 Of Pipe For Pipes 18" & Smaller
2:1 Miter For Pipes 24" & Larger, For RCP.

4:1 Miter To Major Axis For Pipes 24"x 38" & Smaller.
2:1 Miter For Pipes 29"x 45" & Larger, For ERCP.

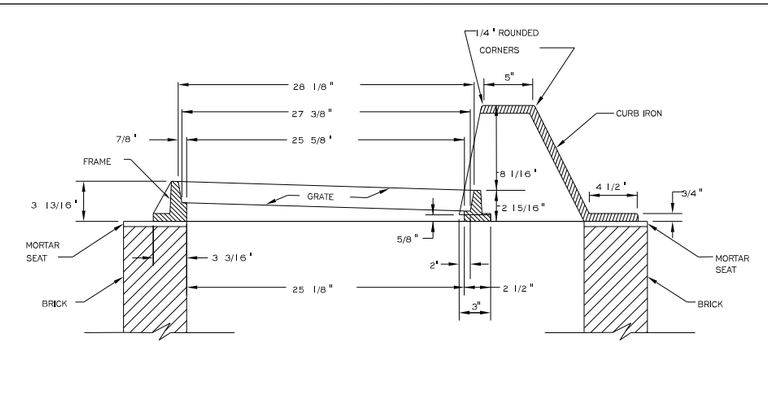
MITERED END SECTION FOR R.C.P. CROSS DRAIN TYPE B



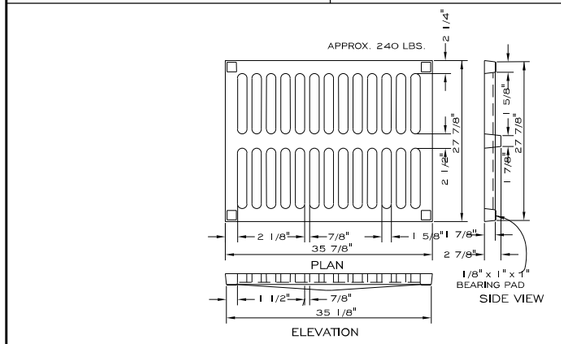
36" CURB INLET



CURB INLET FRAME



CURB IRON WITH GRATE & FRAME

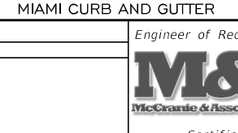


STORM SEWER INLET GRATE

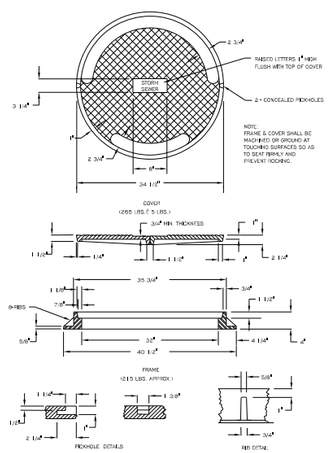
DIMENSIONS FOR HDPE									
D	X	A	B	C	E	F	G	Ms	N
15"	2.58'	2.27'	4.09'	6.36'	4.03'	6'	1.22'	4.63'	1.19'
18"	2.83'	2.36'	5.12'	7.48'	5.03'	9'	1.41'	4.92'	1.21'
24"	3.42'	2.53'	7.16'	9.71'	7.03'	11'	1.73'	5.50'	1.25'
30"	4.25'	2.70'	9.25'	11.95'	9.03'	13'	2.00'	6.06'	1.29'
36"	5.08'	2.87'	11.31'	14.18'	11.03'	15'	2.24'	6.67'	1.33'
42"	6.00'	3.05'	13.37'	16.42'	13.03'	17'	2.45'	7.25'	1.38'
48"	6.75'	3.22'	15.43'	18.65'	15.03'	19'	2.63'	7.83'	1.42'
54"	7.67'	3.39'	17.49'	20.86'	17.03'	21'	2.83'	8.42'	1.46'
60"	8.50'	3.56'	19.55'	23.11'	19.03'	23'	3.00'	9.00'	1.50'

6.42' 6.25' DIMENSIONS PERMITTED TO ALLOW USE OF 8' STANDARD PIPE LENGTHS.
10.40' 10.10' DIMENSIONS PERMITTED TO ALLOW USE OF 12' STANDARD PIPE LENGTHS.
CONCRETE SLAB SHALL BE DEEPENED TO FROM BRIDGE ACROSS CROWN OF PIPE. SEE SECTION.

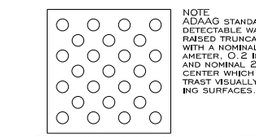
TABLES OF DIMENSION FOR MITERED END SECTIONS TYPE B



MIAMI CURB AND GUTTER



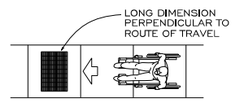
MANHOLE FRAME AND COVER



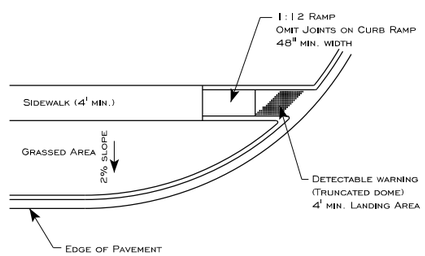
NOTE
ADAAG STANDARDIZES DETECTABLE WARNINGS AS RAISED TRUNCATED DOMES WITH A NOMINAL 0.9 IN. DIAMETER, 0.2 IN. HEIGHT, AND NOMINAL 2.35 IN. ON CENTER WHICH MUST CONTRAST VISUALLY WITH ADJOINING SURFACES.

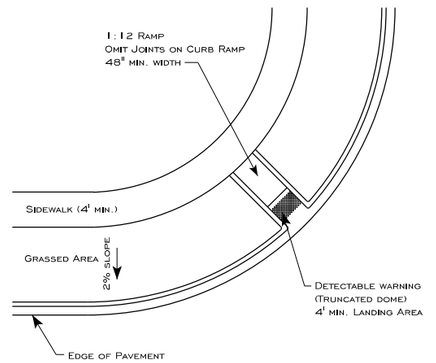
ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES FROM BACK OF CURB.

NOTE
SIDEWALK WIDTH: 36 IN. (915 MM) MINIMUM



Note: All sidewalk ramps are to meet latest ADA Standards. See engineer of record or County for any clarifications.





SIDEWALK RAMP DETAILS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record:
Daniel I. McCranie, P.E.
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AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

MISCELANEOUS DETAILS

SHEET NO. 16

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, November 17, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-36

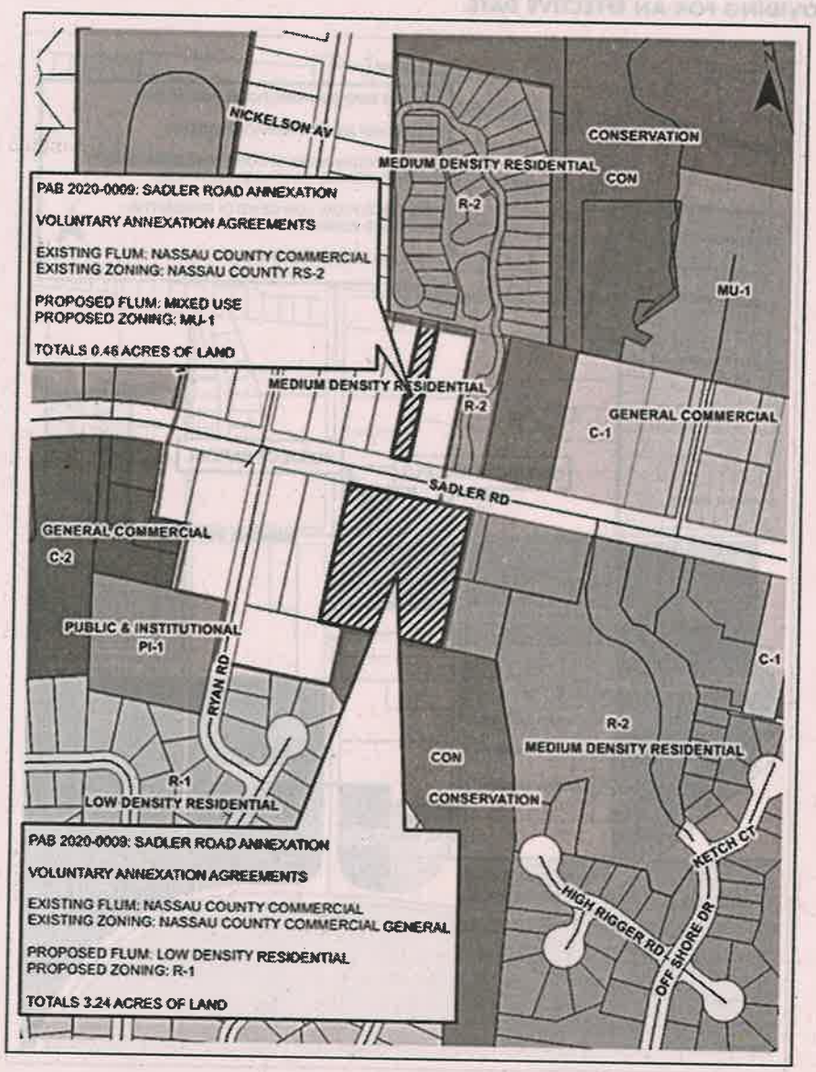
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 3.70 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND 2233 SADLER ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-37

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-38

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING MAP CATEGORY OF COMMUNITY COMMERCIAL (C-1) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU-1) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD; 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.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

CITY OF FERNANDINA BEACH **Caroline Best**
Office of the City Clerk cbest@fbfl.org

CERTIFIED MAIL

October 23, 2020

Board of Nassau County Commission
96135 Nassau Place, Suite #1
Yulee, FL 32097

RE: NOTICE OF ANNEXATION OF APPROXIMATELY 3.70 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND 2233 SADLER ROAD CONTIGUOUS TO THE CITY LIMITS

Honorable Commissioners:

In accordance with FS 171.044, please see the Notice of Public Hearing (attached) scheduled for Tuesday, November 17, 2020, at 6:00pm of an Ordinance of the City Commission of the City of Fernandina Beach annexing 0.61 acres of land as follows:

ORDINANCE 2020-36

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 3.70 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND 2233 SADLER ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If you have any questions regarding this annexation, please do not hesitate to let us know.

Sincerely,
City of Fernandina Beach

Kim Briley, MMC
Deputy City Clerk
Attachment(s)

cc: Taco Pope, Nassau County Manager
Kelly Gibson, Planning Manager
Tammi Bach, City Attorney
Thad Crowe, Director, Nassau County Department of Planning and Economic Development

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, November 17, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-36

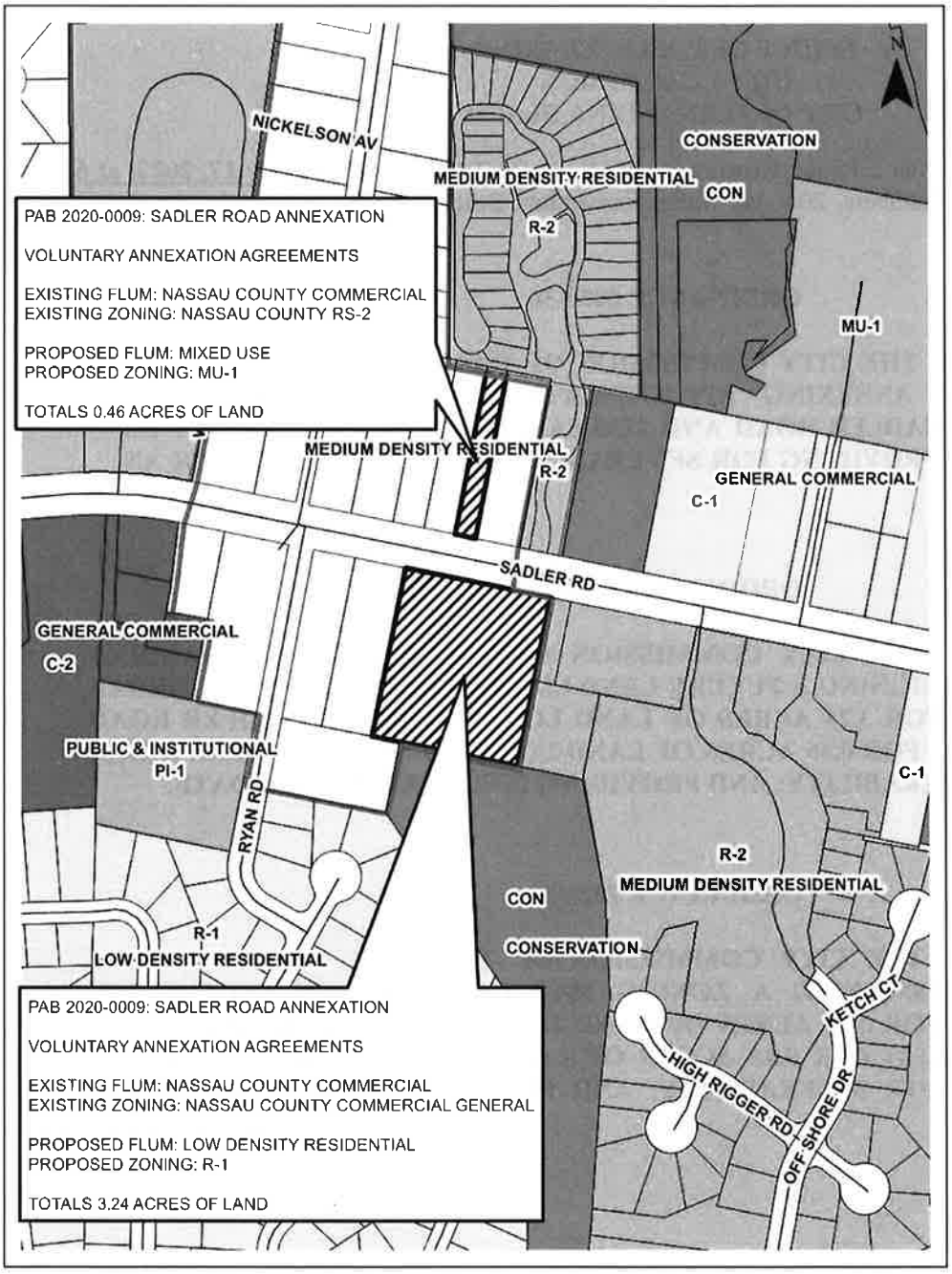
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 3.70 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND 2233 SADLER ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-37

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-38

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING MAP CATEGORY OF COMMUNITY COMMERCIAL (C-1) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU-1) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD; 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.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

Note:

Please run as a <u>DISPLAY</u> in the November 4, 2020 and November 11, 2020 editions 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

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-37
Future Land Use Map Assignment of General Commercial (GC) for 2246 Sadler Road and Mixed Use (MU) for 2233 Sadler Road

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-37 at Second Reading.

SYNOPSIS:

2246 Sadler Road

Resolution 2017-193 approved extension of water and sewer services outside of the corporate limits of the City to 2246 Sadler Road. City services were extended which allowed for the development of the 103 room Home2Suites by Hilton under the applicable Nassau County land use and zoning standards. Assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) Zoning District is requested for 2246 Sadler Road. These designations are the most closely aligned with the Current Nassau County FLUM category and zoning district.

2233 Sadler Road

The property owners of 2233 Sadler Road requested voluntary annexation in June of 2020 to connect to City Sewer after their septic and drain field failed. The single-family residence was built in 1987 with access to City water. Assignment of the Mixed Use (MU) Future Land Use Map (FLUM) category and Mixed Use (MU-1) Zoning District is requested for 2233 Sadler Road. This designation will eliminate the current discrepancies in the County's FLUM and zoning designation. The Mixed Use land use and zoning will allow for a combination of residential, office, and limited neighborhood commercial uses which are represented in the current range of uses along this corridor and what the City anticipates in redevelopment scenarios. Single-family dwellings, such as the current structure on the property are a permissible use in the Mixed-Use FLUM designation and MU-1 Zoning District.

CITY ATTORNEY COMMENTS: No additional comments.

Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020



Date: October 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

ORDINANCE 2020-37

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed and held a public hearing on September 9, 2020, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on August 26, 2020.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the zoning map changes. The properties identified for this change of the Future Land Use Map Map to City of Fernandina Beach General Commercial (GC) and Mixed Use (MU) for properties located and identified by map exhibit attached hereto as Exhibit "A".

SECTION 2. FUTURE LAND USE MAP CHANGE. For the property in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit "A":

- For 2246 Sadler Road from Nassau County General Commercial to City of Fernandina Beach General Commercial (GC)
- For 2233 Sadler Road from Nassau County Residential Single Family 2 to City of Fernandina Beach Mixed Use (MU).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ADOPTED this 17th day of November, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

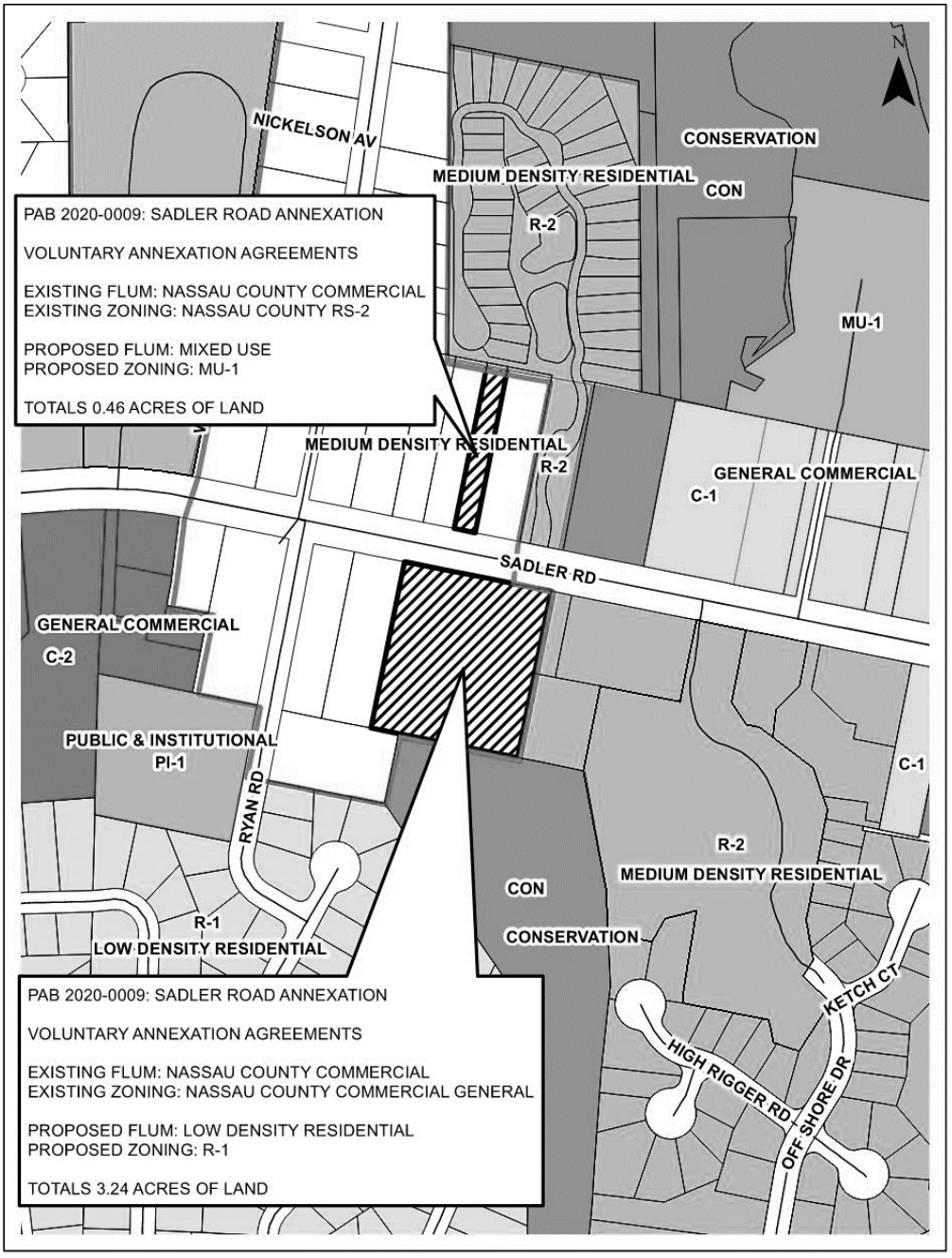
APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

EXHIBIT A

CITY OF FERNANDINA BEACH, REQUESTS ANNEXATION 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.



STAFF REPORT
PAB 2020-0009 (AX, LU, CZ)
Planning Advisory Board Hearing
September 9, 2020

Jacob M. Platt
Senior Planner

APPLICATION FOR VOLUNTARY ANNEXATION, SMALL-SCALE FUTURE LAND USE AND ZONING MAP

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Fernandina Investments LLC and Harry & Constance King				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	**2246 Sadler Road**: Voluntary Annexation, Assignment of a Future Land Use Map Category of General Commercial and C-1 Zoning District **2233 Sadler Road**: Voluntary Annexation, Assignment of a Future Land Use Map Category of Mixed Use and MU-1 Zoning District				
LOCATION:	Sadler Road				
CURRENT ZONING:	**2246 Sadler Road**: Nassau County Commercial General **2233 Sadler Road:** Nassau County Residential Single-Family 2				
CURRENT LAND USE:	**2246 Sadler Road**: Nassau County Commercial **2233 Sadler Road:** Nassau County Commercial				
EXISTING USES ON SITE:	**2246 Sadler Road**: 103 Home2Suites Hilton by Hotel **2233 Sadler Road:** Single-family home				
PROPERTY SIZE:	**2246 Sadler Road**: 3.24 Acres of Land **2233 Sadler Road:** 0.46 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North of 2233 Sadler	SF Residential	2014-2019	R-2 PUD	MDR
	North of 2246 Sadler	SF Residential & Office	1987 &1987	NC RS-2 & NC Commercial General	NC Commercial
	South of 2233 Sadler	Hotel	2018	NC Commercial General	NC Commercial
	South of 2246 Sadler	Vacant	N/A	CON	Conservation
	East of 2233 Sadler	Office	1945	NC Commercial General	NC Commercial
	East of 2246 Sadler	Vacant	N/A	R-2 PUD	MDR
	West of 2233 Sadler	Office	1993	NC Commercial General	NC Commercial
	West of 2246 Sadler	Drive-In Restaurant	2010	NC Commercial General	NC Commercial

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests annexation of two parcels of land located off Sadler Road.

2246 Sadler Road

Resolution 2017-193 approved extension of water and sewer services outside of the corporate limits of the City to 2246 Sadler Road. City services were extended which allowed for the development of the 103 room Home2Suites by Hilton under the applicable Nassau County land use and zoning standards. Assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) Zoning District is requested for 2246 Sadler Road. These designations are the most closely aligned with the Current Nassau County FLUM category and zoning district.

2233 Sadler Road

The property owners of 2233 Sadler Road requested voluntary annexation in June of 2020 to connect to City Sewer after their septic and drain field failed. The single-family residence was built in 1987 with access to City water. Assignment of the Mixed Use (MU) Future Land Use Map (FLUM) category and Mixed Use (MU-1) Zoning District is requested for 2233 Sadler Road. This designation will eliminate the current discrepancies in the County's FLUM and zoning designation. The Mixed-Use land use and zoning will allow for a combination of residential, office, and limited neighborhood commercial uses which are represented in the current range of uses along this corridor and what the City anticipates in redevelopment scenarios. Single-family dwellings, such as the current structure on the property are a permissible use in the Mixed-Use FLUM designation and MU-1 Zoning District.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The subject parcels include a recently constructed 103 room hotel and an existing single-family dwelling, development or redevelopment can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service required by the Comprehensive Plan.

Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 11.01.07	√

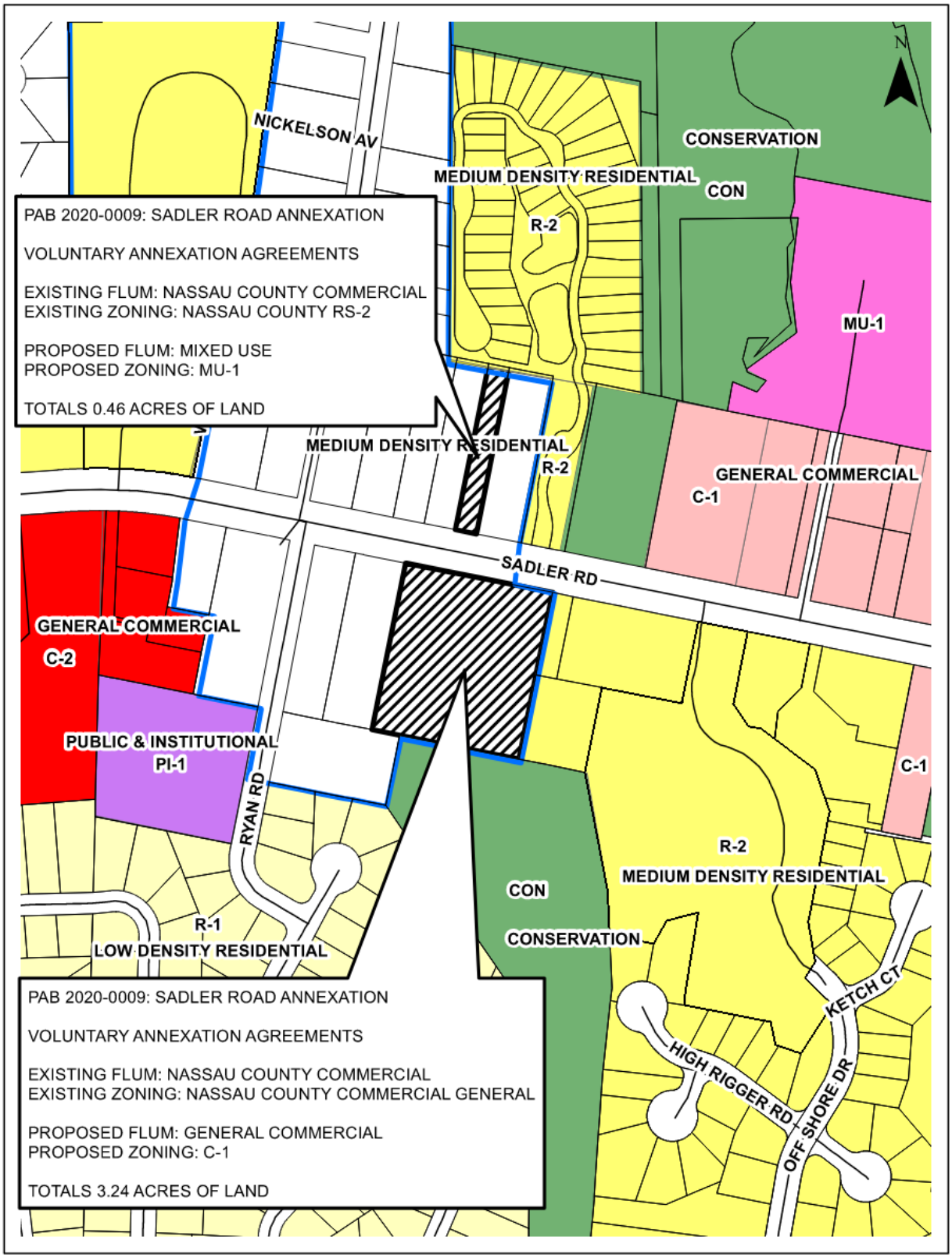
CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommends 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. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for October 20th, 2020.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2020-0009 to the City Commission requesting that a 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; Voluntary annexation, assignment of the Mixed Use (MU) Future Land Use Map (FLUM) category and Mixed Use (MU-1) Zoning District for 2233 Sadler Road be **(approved or denied)** and that PAB case 2020-0009, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.


SURF SIDE DR
CAPE SOUND DR
NICKELS ON AV
MELIA OAKS DR
DRURY RD
WHITE SANDS WAY
BLE BEACH WAY
RYAN RD


NICKELSON AV
CONSERVATION
MEDIUM DENSITY RESIDENTIAL
CON
R-2
MU-1
PAB 2020-0009: SADLER ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: MIXED USE
PROPOSED ZONING: MU-1
TOTALS 0.46 ACRES OF LAND
MEDIUM DENSITY RESIDENTIAL
R-2
GENERAL COMMERCIAL
C-1
SADLER RD
GENERAL COMMERCIAL
C-2
PUBLIC & INSTITUTIONAL
PI-1
RYAN RD
C-1
R-2
MEDIUM DENSITY RESIDENTIAL
CON
CONSERVATION
R-1
LOW DENSITY RESIDENTIAL
KETCH CT
HIGH RIGGER RD
OFF SHORE DR
PAB 2020-0009: SADLER ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY COMMERCIAL GENERAL
PROPOSED FLUM: GENERAL COMMERCIAL
PROPOSED ZONING: C-1
TOTALS 3.24 ACRES OF LAND

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 30th day of June, 2020 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Constance King & Harry L King III (hereinafter collectively referred to as the "Applicants").

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

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

PARCEL ID#: 00-00-30-0600-0001-0180

GENERALLY DESCRIBED AS: Sadler Estates Subdivision

ADDRESSED AS: 2233 Sadler Rd FB FL

See Attached Exhibit "A"

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

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

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

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

1. Effective Date: This Agreement shall become effective upon execution.

2. Execution: The parties hereto agree to execute any and all such documents as are reasonably necessary to carry out the terms and provisions of this Agreement.

3. Binding Effect: The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.

4. Water and/or Sanitary Sewer: The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

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

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

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

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

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

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

CITY OF FERNANDINA BEACH

ATTEST:

_____

DALE L. MARTIN
City Manager

_____

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: Constance E. King
Applicant

By: _____
Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

NOTARY PUBLIC STATE OF FLORIDA
SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES: November 12, 2020

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

this 30th day of June, 2020,

by Constance E. King.

Sylvie McCann
Notary Public

SYLVIE M'CANN
Printed Name

11/12/2020
My Commission Expires

Personally Known _____ OR Produced Identification ✓ ID Produced: FL DL

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

From: noreply@civicplus.com
To: Planning Info
Subject: Online Form Submittal: Water /Wastewater Annexation
Date: Tuesday, June 30, 2020 3:22:02 PM

Water /Wastewater Annexation

WATER/ WASTEWATER ANNEXATION
USE THIS FORM TO: Request the City Commission's authorization to extend water and/or sanitary wastewater services to property not located within the City limits and not currently eligible for annexation. This form also includes a Petition for Annexation, as required by Municipal Code prior to the extension of services outside the City's jurisdiction.

Fees	$300

IMPORTANT NOTES
Per Municipal Code Sections 82-44 and 82-403, the extension of City water and/or sanitary sewer services to property located outside the municipal limits must be authorized by the City Commission. Application for these services shall be placed on the next available City Commission agenda. The City Commission meets the 1st and 3rd Tuesday of each month at 6:00PM. Applications must be received three (3) weeks prior to the requested agenda.

PROPERTY INFORMATION	Property information can be found at the Nassau County Property Appraiser's Website → Map Search
Site Address	2233 Sadler Road, Fernandina Beach FL 32034
Parcel ID #(s)	00-00-30-0600-0001-0180

OWNER OF RECORD
As recorded with the Nassau County Property Appraiser

First Name	Harry & Constance
Last Name	King
Company (if applicable)	*Field not completed.*
Mailing Address	2233 Sadler Road, Fernandina Beach FL 32034
Telephone Number	904-333-6903
E-mail Address	ckingjjj@bellsouth.net

OWNER'S AGENT
If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included

First Name	*Field not completed.*
Last Name	*Field not completed.*
Company (if applicable)	*Field not completed.*
Mailing Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Telephone Number	*Field not completed.*
E-mail Address	*Field not completed.*
PROJECT INFORMATION	
Total Number of Lots/Parcels	1
< One (1) acre sq. footage	(E 1/2) of Lot 18 Block 2 Sadler Estates
> One (1) acre sq. footage	(E 1/2 of lot 18 Block 2 Sadler Estates
Existing Zoning Classification	R2
Existing Future Land Use Classification	Residential
Description of Request	Would like to annex 2233 Sadler Road property into city and connect to city sewer. Property built in 1987 and has city water. Property currently has septic tank and drain field which has failed. Property has no water nor sewer facilities. Harry L King III is 100% Disabled Military Veteran and this is an emergency. Would ask the City Commission to allow Voluntary Annexation Agreement/Petition for Annexation in order to connect to City Sewer. Thank you for your concern and help in this urgent matter. Harry L & Constance E King
Certification	By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the

	time of the application., I acknowledge that I understand and have complied with all of the submittal requirements and procedures.
Applicant's First Name	Harry & Constance
Applicant's Last Name	King
Today's Date	6/30/2020
Upload Supporting Documentation	King 001.tif
Upload 2	*Field not completed.*
Upload 3	*Field not completed.*
Upload 4	*Field not completed.*
Upload 5	*Field not completed.*

DEPARTMENT OF PLANNING & CONSERVATION
204 Ash Street | Fernandina Beach Florida 32604 | 904 310-3480 | www.fbfl.us/planning

Email not displaying correctly? View it in your browser.



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER

Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-30-0600-0001-0180

Owner Name	KING HARRY L III & CONSTANCE E
Mailing Address	2233 SADLER RD
	FERNANDINA BEACH, FL 32034
Location Address	2233 SADLER RD
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	Yes
Property Usage	SINGLE FAM 000100
Deed Acres	0
Short Legal	BLOCK 1 E1/2 OF LOT 18 IN OR 1452/4 SADLER ESTATES PB 2/68

2020 Preliminary Values

Land Value	$117,534
(+) Improved Value	$156,601
(=) Market Value	**$274,135**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$0
(=) Assessed Value	**$274,135**
(-) Homestead	$274,135
(-) Additional Exemptions	$0
(=) School Taxable Value	$274,135
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$274,135**

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

Property Search

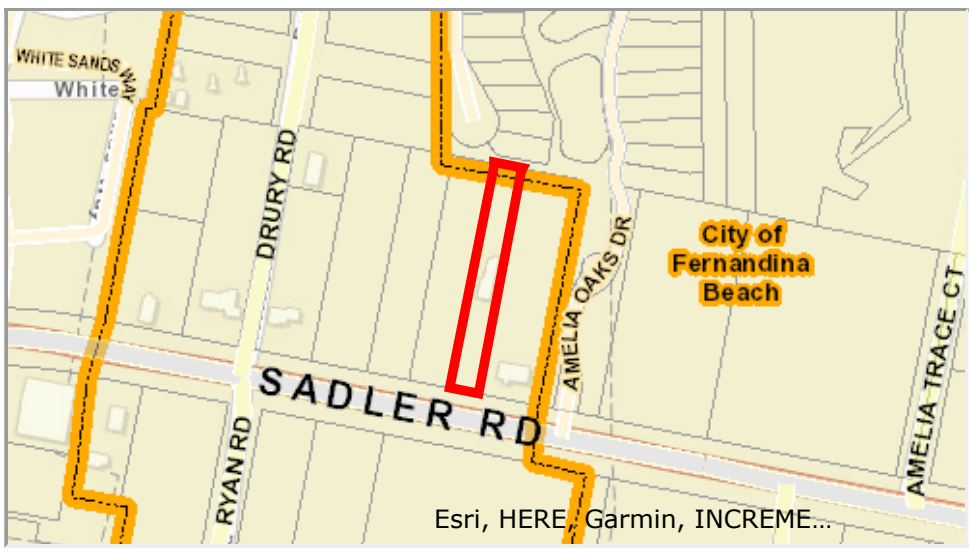
Map This Parcel

GIS Report

Property Record Card

Print Friendly Page

PARCEL MAP



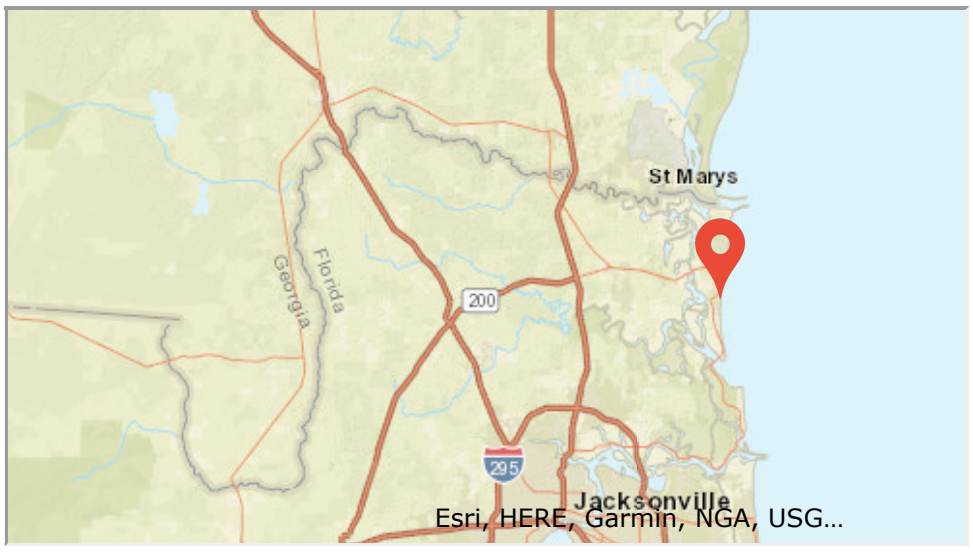
2019 AERIAL MAP



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
SINGLE FAM	1656	1656	1	2	WD FR STUC		AIR DUCTED	FORCED AIR	1987	

MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2019-08-15	2298 / 1597	$100	QC	U	Y	KING LIVING TRUST	KING HARRY L III & CONSTANCE E
2006-10-12	1452 / 4	$100	WD	U	Y	KING HARRY L III & CONSTANCE G EDDY	KING HARRY L III & CONSTANCE E TRUSTEES
2004-06-16	1238 / 1009	$100	QC	U	Y	EDDY CONSTANCE G	EDDY CONSTANCE G & HARRY L KING III
1999-12-30	913 / 1231	$100	QC	U	Y	KING HARRY L	EDDY CONSTANCE G
1999-08-13	895 / 375	$100	QC	U	Y	EDDY CONSTANCE G	KING HARRY L & CONSTANCE G EDDY
1998-03-19	826 / 1613	$100	QC	U	Y	EDDY JOHN O	EDDY CONSTANCE G
1986-05-01	489 / 499	$35,000	PR	U	Y		

RESOLUTION 2017-193

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR THREE PARCELS CONTAINING APPROXIMATELY 3.22 ACRES OF LAND LOCATED AT 2246 SADLER ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Fernandina Investments, LLC, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for three parcels containing approximately 3.22 acres located 2246 Sadler Road (Parcel ID Numbers: 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000, 00-00-30-0600-0002-0160); 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 and sewer 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 and sewer services to the property owners identified, whose property is located outside the corporate limits of the City at 2246 Sadler Road and noted as parcels 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000, 00-00-30-0600-0002-0160 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 5th day of December, 2017.

INSTR # 201736885, Book 2164, Page 1918
Pages 12
Doc Type UNK, Recorded 12/18/2017 at 10:55 AM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee $103.50
#3

CITY OF FERNANDINA BEACH

Robin C. Lentz

ROBIN C. LENTZ
Commissioner - Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

RESOLUTION 2017-
EXHIBIT "A"

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF
PARCEL ID NUMBER: 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000, 00-00-30-0600-0002-0160

LOCATED AT 2246 SADLER ROAD
TOTALING APPROXIMATELY 3.22 ACRES OF LAND



OFFICE USE ONLY

REC'D: 10/26/17 BY: KG

PAYMENT: $ 300 TYPE: V# 49012

APPLICATION #: 2017-00001546

CASE #:

CC MEETING DATE: 12/5/17

WATER/SEWER &VOLUNTARY ANNEXATION APPLICATION

APPLICANT INFORMATION

Owner Name: Fernandina Investments, LLC

Mailing Address: 1 Surry Court, Columbia, South Carolina 29212

Telephone: 803-772-2629 Fax:

Email: bpooser3@imichotels.com

Agent Name: Daniel McCranie / McCranie & Associates, Inc.

Mailing Address: 3 South 2nd Street, Fernandina Beach, Fl. 32034

Telephone: 904-335-8685 Fax:

Email: dan@mccranie-engineers.com

PROPERTY INFORMATION

Street Address: 2246 Sadler Road, Fernandina Beach, Fl. 32034

Parcel Identification Number(s): 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000
00-00-30-0600-0002-0160

PROJECT INFORMATION

Total Number of Lots/Parcels: 2 lots

Less than One (1) acre Sq. Footage: One (1) Acre or Greater: 3.22 Ac.

Existing Zoning Classification: CG - Nassau County

Existing Future Land Use Classification: Commercial

Description of Request: The owner of the subject property wishes to annex the property to be able to connect to the City's water and sewer system. All engineering and permitting approvals are proceeding with Nassau County, and said approvals are to transfer with the property.

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

10-5-17
Date

Signature of Applicant

STATE OF ~~FLORIDA~~ South Carolina
ss
COUNTY OF ~~NASSAU~~ Lexington

Subscribed and sworn to before me this 5th day of October, 2017.

Notary Public: Signature

Tammy L. Simpson
Printed Name

2-2-209
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE Fernandina Investments, LLC
(print name of property owner(s))

hereby authorize: Daniel McCranie / McCranie & Associates, Inc.
(print name of agent)

to represent me/us in processing an application for: annexation
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

(Signature of owner)

(Signature of owner)

(Print name of owner)

(Print name of owner)

STATE OF ~~FLORIDA~~ South Carolina
COUNTY OF ~~NASSAU~~ Lexington
ss

Subscribed and sworn to before me this 5th day of October, 2017

Notary Public: Signature

Tammy L. Simpson
Printed Name

2-2-2019
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 2nd day of December, 2017 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Fernandina Investments, LLC (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#: 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000
00-00-30-0600-0002-0160
GENERALLY DESCRIBED AS: Amelia Island Hotel

ADDRESSED AS: 2246 Sadler Road, 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

DALE L. MARTIN
City Manager

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: _____ By: _____
Applicant Applicant

STATE OF ~~FLORIDA~~ South Carolina
COUNTY OF Lexington

Sworn and subscribed before me this 5th day of October, 2017.

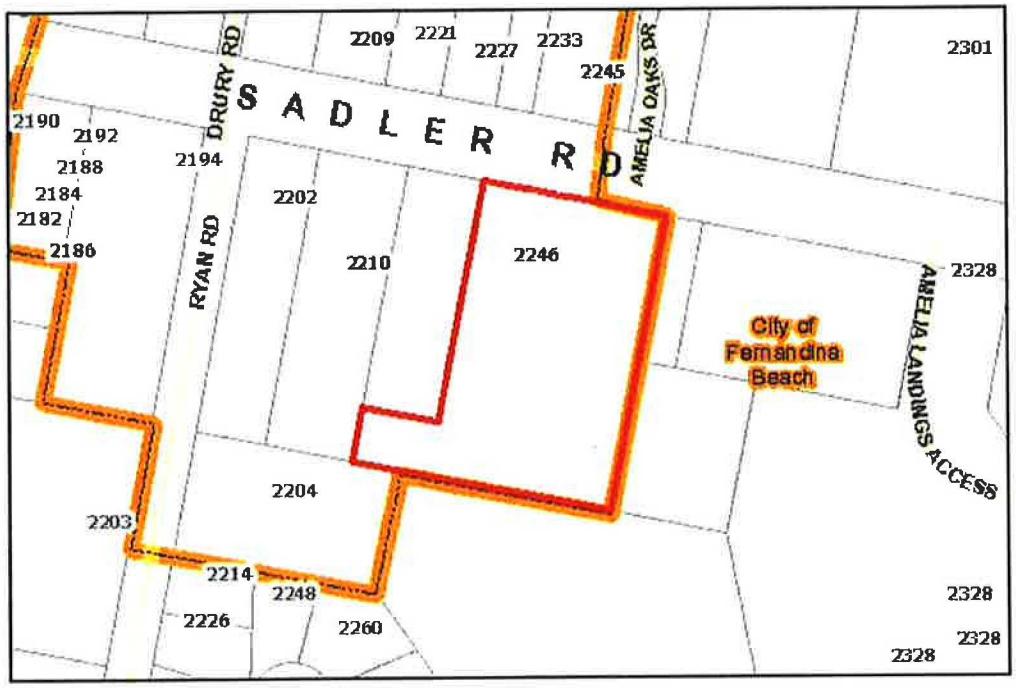
Signature of Notary
My Commission Expires: 2-2-2019
Type of Identification Produced Personally Known To Me

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

904-491-7300 www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser

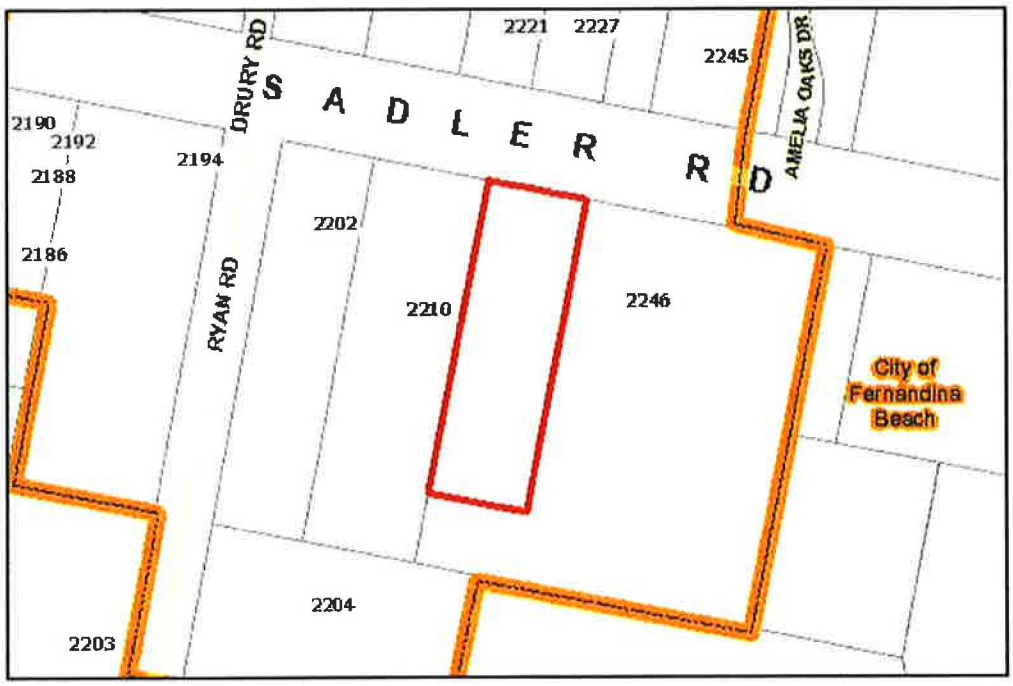


Parcel Report	Results
Parcel ID	29-3N-28-0000-0007-0000
Owner Information	DOUGLASS JOHN WESLEY II
Mailing Address	2246 SADLER ROAD FERNANDINA BEACH, FL 32034
Site Address	2246 SADLER RD FERNANDINA BEACH 32034
Previous Site Address (If Changed by 911)	2246 SADLER RD
Deed Acre	0.00
Approximate Acres (GIS Calculated)	2.47
Property Use Code	000100
Municipality	Unincorporated Nassau County
Census Tract	
MLS Zone	5 - Island
Subdivision	Not in a Subdivision

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

904-491-7300 www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser

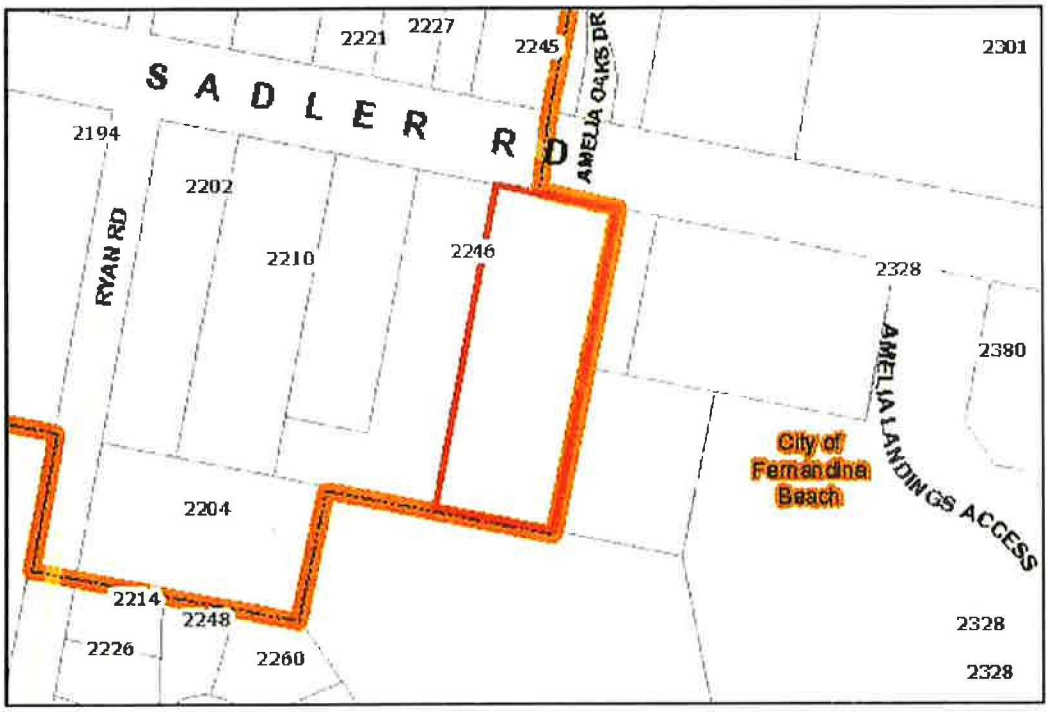


Parcel Report	Results
Parcel ID	29-3N-28-0000-0008-0000
Owner Information	FERNANDINA INVESTMENTS LLC
	1 SURREY CT
Mailing Address	
	COLUMBIA, CT 29212
Site Address	
Previous Site Address (If Changed by 911)	
Deed Acre	0.00
Approximate Acres (GIS Calculated)	0.77
Property Use Code	000000
Municipality	Unincorporated Nassau County
Census Tract	
MLS Zone	5 - Island
Subdivision	Not in a Subdivision

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

904-491-7300 www.NassauFLPA.com

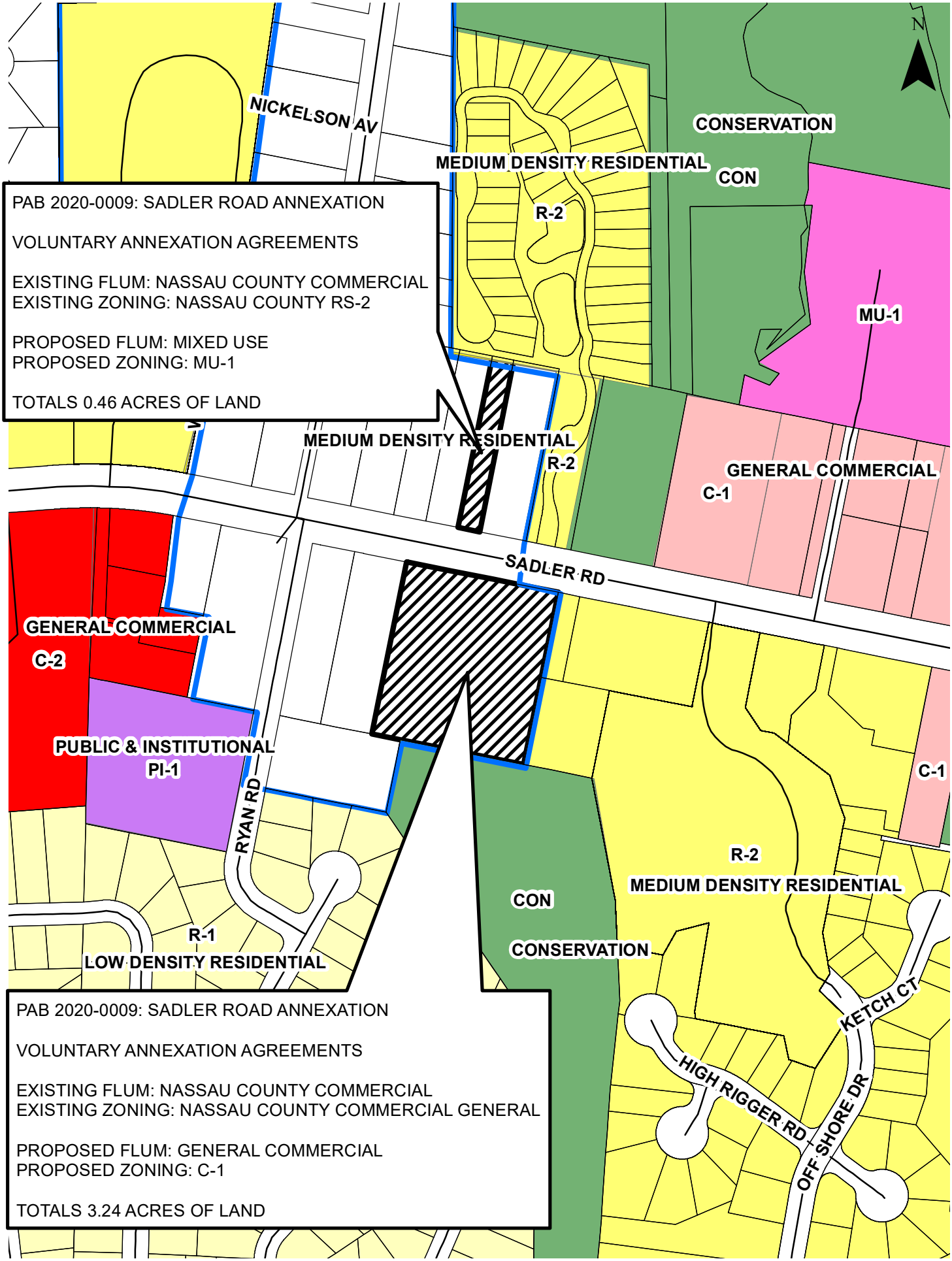
A. Michael Hickox
Nassau County Property Appraiser



Parcel Report	Results
Parcel ID	00-00-30-0600-0002-0160
Owner Information	DOUGLASS JOHN WESLEY II
	2246 SADLER ROAD
Mailing Address	
	FERNANDINA BEACH, FL 32034
Site Address	
Previous Site Address (If Changed by 911)	
Deed Acre	0.00
Approximate Acres (GIS Calculated)	
Property Use Code	000000
Municipality	Unincorporated Nassau County
Census Tract	
MLS Zone	5 - Island
Subdivision	Not in a Subdivision

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

Nassau County makes no warranties or guarantees, either expressed or implied as to the completeness, accuracy, or correctness of the data portrayed in this product nor accepts any liability, arising from any incorrect, incomplete or misleading information contained therein. All information, data and databases are provided "as is"

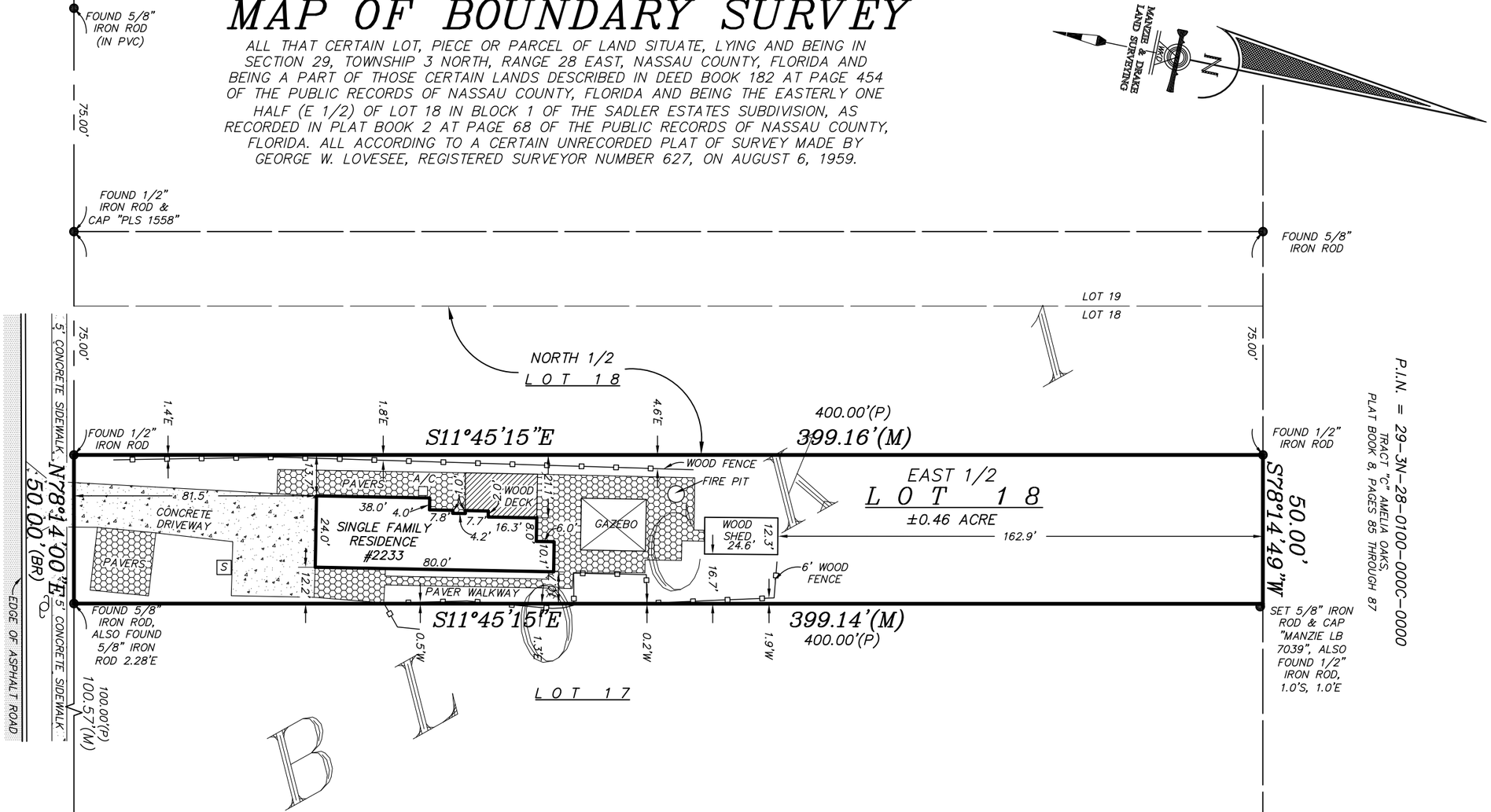

N
NICKELSON AV
CONSERVATION
MEDIUM DENSITY RESIDENTIAL
CON
R-2
MU-1
PAB 2020-0009: SADLER ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: MIXED USE
PROPOSED ZONING: MU-1
TOTALS 0.46 ACRES OF LAND
MEDIUM DENSITY RESIDENTIAL
R-2
GENERAL COMMERCIAL
C-1
SADLER RD
GENERAL COMMERCIAL
C-2
PUBLIC & INSTITUTIONAL
PI-1
RYAN RD
C-1
R-2
MEDIUM DENSITY RESIDENTIAL
CON
CONSERVATION
R-1
LOW DENSITY RESIDENTIAL
KETCH CT
HIGH RIGGER RD
OFF SHORE DR
PAB 2020-0009: SADLER ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY COMMERCIAL GENERAL
PROPOSED FLUM: GENERAL COMMERCIAL
PROPOSED ZONING: C-1
TOTALS 3.24 ACRES OF LAND

MAP OF BOUNDARY SURVEY

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING A PART OF THOSE CERTAIN LANDS DESCRIBED IN DEED BOOK 182 AT PAGE 454 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND BEING THE EASTERLY ONE HALF (E 1/2) OF LOT 18 IN BLOCK 1 OF THE SADLER ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 2 AT PAGE 68 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. ALL ACCORDING TO A CERTAIN UNRECORDED PLAT OF SURVEY MADE BY GEORGE W. LOVESEE, REGISTERED SURVEYOR NUMBER 627, ON AUGUST 6, 1959.

CERTIFIED TO:
VYSTAR TITLE AGENCY
FIRST AMERICAN TITLE INSURANCE COMPANY
VYSTAR CREDIT UNION
CONSTANCE E. KING

PROPERTY ADDRESS:
2233 SADLER ROAD
FERNANDINA BEACH, FLORIDA 32034



LEGEND

A/C = AIR CONDITIONER
℄ = CENTERLINE
= CONCRETE FLATWORK
P.I.N. = PARCEL IDENTIFICATION NUMBER
[S] = SEWER CLEANOUT
= WOOD FENCE
= WOOD FLATWORK
= WOOD POWER POLE

SURVEY NOTES:

1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
4) Bearings shown hereon are based on N78°14'00"E for the Northerly right-of-way line of Sadler Road. The bearing reference line is indicated as thus (BR).
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid."
6) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0239G, Dated 08/02/2017. Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
7) **This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.**

REVISIONS:

1. REVISED ON 10/07/2019 TO SHOW CORRECTIONS TO SHED POSITION AND TO SHOW ADDITIONAL DIMENSIONING TO PROPERTY LINE FROM SHED. (WKD)

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL A. MANZIE, P.L.S. 4069

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"

"OUR ***SIGHTS*** ARE ON THE FUTURE,
SET YOUR ***SITES*** ON US."

SCALE: 1"=40' JOB NO: 20714 DATE: 09/11/2019 CADD: BH
F.B. NO: X-320 PAGE NO: 24 FIELD CREW: JM FILE NO: A-4949

COPYRIGHT © 2019 BY MANZIE AND DRAKE LAND SURVEYING

MAP OF ALTA/NSPS LAND TITLE SURVEY

PARCEL 1
ALL OF THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU, STATE OF FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF GOVERNMENT LOT 6, SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. BEING ALSO A PORTION OF THE LANDS DESCRIBED IN DEED RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 107, PAGE503. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 16, BLOCK 2, SADLER ESTATES, PLAT BOOK 2, PAGE 68 OF NASSAU COUNTY PUBLIC RECORDS; AND RUN SOUTH 11° 46' WEST ALONG THE WESTERLY LINE OF SAID LOT 16, A DISTANCE OF 400.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT; RUN THENCE NORTH 78° 14' WEST ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF BLOCK 2, SADLER ESTATES AFOREMENTIONED A DISTANCE OF 200.0 FEET TO THE SOUTHEAST CORNER OF LOT 17, BLOCK 2, SADLER ESTATES AFOREMENTIONED; RUN THENCE NORTH 11° 46' EAST ALONG THE EASTERLY LINE OF SAID LOT 17, A DISTANCE OF 73.3 FEET; RUN THENCE SOUTH 78° 14' EAST, A DISTANCE OF 100.0 FEET; RUN THENCE NORTH 11° 46' EAST, A DISTANCE OF 326.70 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SADLER ROAD (A 100.0 FOOT RIGHT OF WAY); RUN THENCE SOUTH 78° 14' EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING.

PARCEL2
LOT 16 AND THE WESTERLY ONE-HALF OF LOT 15, BLOCK 2, SADLER ESTATES, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCELS 1 AND 2 TOGETHER BEING THE SAME LANDS CONVEYED IN O.R. BOOK 107, PAGE 503

PARCEL3
A PORTION OF GOVERNMENT LOT 6, SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. BEING THE SAME LANDS DESCRIBED IN DEED RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY IN DEED BOOK 102, PAGES 276 PAGE 277. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 17, BLOCK 2, SADLER ESTATES, ACCORDING TO PLAT RECORDED IN THE AFORESAID PUBLIC RECORDS IN PLAT BOOK 2, PAGE 68; AND RUN SOUTH 11 DEGREES, 46 MINUTES WEST ALONG THE EASTERLY LINE OF SAID LOT 17, A DISTANCE OF 326.70 FEET; RUN THENCE SOUTH 78 DEGREES, 14 MINUTES EAST, A DISTANCE OF 100.0 FEET; RUN THENCE NORTH 11 DEGREES, 46 MINUTES EAST, A DISTANCE OF 326.70 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SADLER ROAD (A 100.0 FOOT RIGHT OF WAY); RUN THENCE NORTH 78 DEGREES, 14 MINUTES WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING.

SADLER ROAD
(100 FOOT RIGHT-OF-WAY)

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

SCHEDULE "B" SECTION II (EXCEPTIONS) AMERICAN LAND TITLE ASSOCIATION COMMITMENT BY OLD REPUBLIC TITLE INSURANCE COMPANY (COMMITMENT NO. 18-0149PV) COMMITMENT DATE: MARCH 15, 2018, 5:00PM REVISED APRIL 02, 2018						
ITEM NO.	TYPE OF DOCUMENT	RECORDING INFORMATION	SHOWN ON SURVEY	BLANKET	AFFECTS SUBJECT PROPERTY	SURVEYOR NOTES
8	Florida Public Utility Easement	DEED BOOK 102, PAGE 262	NO	NO	NO	Document does not make reference to easement granted to Florida Public Utilities.
9	Notice of Environmental Resource Permit	O.R.B. 2177, PG. 1097	YES	NO	YES	Reference to document made on map showing the recording information for Notice for Permit No. 151571-1.

LEGEND
℄ = CENTERLINE
☆ = LIGHT POLE
= CONCRETE FLATWORK
—x—x— = CHAIN LINK FENCE
—E—E— = OVERHEAD UTILITY WIRES
O.R.B. = OFFICIAL RECORDS BOOK
P.I.N. = PARCEL IDENTIFICATION NUMBER
= WOOD FENCE
= WOOD FLATWORK
= WOOD POWER POLE
= GATE VALVE
(C) = CALCULATED
(P) = PLAT
(T.C.) = TITLE COMMITMENT

SURVEY NOTES:
1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) American Land Title Association Commitment by Old Republic National Title Insurance Company, dated March 15, 2018 at 5:00pm, Commitment No. 18-0149PV, was referenced in the preparation of this survey.
4) Bearings shown hereon are based on N78°12'56"W for the Southerly right-of-way line of Sadler Road. The bearing reference line is indicated as thus (BR).
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
6) The property shown hereon lies within flood zone "X", "AE 6" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0239 G Dated 08/02/2017 Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
7) **This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.**

SURVEYORS CERTIFICATE
THE UNDERSIGNED, BEING A SURVEYOR OF THE STATE OF FLORIDA, CERTIFIES TO FERNANDINA INVESTMENT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY; CRABTREE LAW, P.A., d/b/a CRABTREE LAW GROUP; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; SYNOVUS BANK, NA AS FOLLOWS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 13, 14 & 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 04/23/2018.

THE PARTIES LISTED ABOVE ARE ENTITLED TO RELY ON THE SURVEY AND THIS CERTIFICATE AS BEING TRUE AND ACCURATE.

MICHAEL A. MANZIE, P.L.S. 4069

DATE SIGNED: 04/24/2018

MICHAEL A. MANZIE License Number 4069 STATE OF FLORIDA Professional Land Surveyor

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"
"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

SCALE: 1"=20' JOB NO: 19834 DATE: 04/23/2018 CADD: BH
F.B. NO: X-300 PAGE NO: 16 CREW: GS FILE NO: C-777-ALTA

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RYAN ROAD
POINT OF BEGINNING PARCEL 3 NORTHEAST CORNER OF LOT 17, BLOCK 2, SADLER ESTATES (PLAT BOOK 2, PAGE 68)
FOUND 1/2" IRON ROD
220.00'
CONCRETE DRIVE
6' WOOD FENCE
2.2'E
N11°47'04"E 400.43'
S11°46'00"W 326.70' 326.70' (T.C.)
P.I.N. = 29-3N-28-0000-0006-0010 O.R.B. 831, PAGE 1168 NOW OR FORMERLY THE LANDS OF BARBARA B. TOKE
FOUND 1/2" IRON PIPE
0.8'N
6' CHAIN LINK FENCE
73.73' N11°46'00"E 73.3' (T.C.)
O.R.B. 901, PAGE 1032 (TRACT 7) O.R.B. 107, PAGE 503
PARCEL 1 PER TITLE COMMITMENT O.R.B. 107 PAGE 503
PARCEL 3 PER TITLE COMMITMENT DEED BOOK 102, PAGES 276-277 O.R.B. 901, PAGE 1032 TRACT 7
N78°14'00"W 100.00' (T.C.)
CATCH BASIN
5' CONCRETE SIDEWALK
EDGE OF ASPHALT ROAD
S78°14'00"E 100.00'(T.C.)
0.3'S
A-14
N78°12'56"W
FLOOD ZONE "X" FLOOD ZONE "AE 6"
6' WOOD FENCE
O.R.B. 901, PAGE 1032 (TRACT 7) O.R.B. 107, PAGE 503
N11°46'00"E
DIRT DRIVEWAY
326.70'(T.C.)
WOODEN UTILITY POLE OVERHEAD LINES HAVE BEEN REMOVED (4/23/2018)
WOODEN UTILITY POLE OVERHEAD LINES HAVE BEEN REMOVED (4/23/2018)
±3.23 ACRES (TOTAL PROJECT ACREAGE)
V A C A N T
EARTH WORK AND TREE REMOVAL IN PROGRESS AS OF APRIL 23, 2018.
PARCEL 1 PER TITLE COMMITMENT
N78°12'56"W 100.00'
A-13
200.00' (T.C.)
WETLANDS DELINEATED BY LG2 SOLUTIONS 01/03/2017
POINT OF BEGINNING PARCEL 1 NORTHWEST CORNER OF LOT 16, BLOCK 2, SADLER ESTATES (PLAT BOOK 2, PAGE 68)
FOUND 1/2" IRON ROD
S11°46'00"W 400.00' (T.C.)
WESTERLY LINE OF LOT 16
O.R.B. 107 PAGE 503
PARCEL 2 PER TITLE COMMITMENT
A-12
A-11
FLOOD ZONE "X" FLOOD ZONE "AE 6"
P.I.N. = 29-3N-28-0000-0006-0000 O.R.B. 831, PAGE 1168 NOW OR FORMERLY THE LANDS OF SHERRY SUTTLEMIRE
L O T 16
JURISDICTIONAL WETLAND AREA + ENVIRONMENTAL RESOURCE + PERMIT NO. 151571-1 ISSUED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT O.R.B. 2177, PAGE 1097
A-10
A-9
A-8
A-7
A-6
A-5
A-4
A-3
A-2
A-1
WETLANDS DELINEATED BY LG2 SOLUTIONS 01/03/2017
FLOOD ZONE "X" FLOOD ZONE "AE 6"
LOT 16 LOT 15
CATCH BASIN
351.67'
151.70'(C) 150.00'(P)
WEST 1/2 OF L O T 1-5
SET 5/8" IRON ROD & CAP "MANZIE LB 7039"
203.45'
S11°49'24"W
FOUND 5/8" IRON ROD & CAP (ILLEGIBLE)
196.50'
399.96'
FOUND 1/2" IRON ROD
P.I.N. = 00-00-31-142L-000A-0000 O.R.B. 996, PAGE 1884 NOW OR FORMERLY THE LANDS OF ERIC KOLAR, P.A.
P.I.N. = 00-00-30-0600-0002-0151 O.R.B. 991, PAGE 1168 NOW OR FORMERLY THE LANDS OF PINELAND HOLDING COMPANY LLC
L O T 17 MANZIE & DRAKE FILE NO. B-646 P.I.N. = 00-00-30-0600-0002-0170 O.R.B. 1679, PAGE 1997 NOW OR FORMERLY THE LANDS OF DENUCO'S SOFT SERVE, LLC.

Engineering Plans
for

AMELIA ISLAND HOTEL

PARCEL IDs:
29-3N-28-0000-0007-0000
29-3N-28-0000-0008-0000

McCranie & Associates, Inc.

Land Development • Roadway Design • Permitting
3 South 2nd St. • Fernandina Beach, Florida 32034
904/335-8685

Issue Date:
August 2017
Revised November 2017

Released for construction _____ by _____

5:07:02 PM 11/13/2017 N:\Projects\AmelialalandHotel\roadway\KEYSRD01.dgn

GENERAL NOTES

SITE / GEOMETRY

1. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A. REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S PRICE FOR PERFORMING THE WORK.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS, EITHER SURFACE OR SUBSURFACE, WHICH MAY AFFECT THE WORK TO BE PERFORMED, AND THE EQUIPMENT, LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR IS URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THIS PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO AID IN RESOLVING POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF THE PROJECT. ALL COSTS ASSOCIATED WITH PRELIMINARY INVESTIGATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER.

4. ELEVATIONS ARE BASED ON U.S.C.& G. DATUM 1988 NAVD.

5. TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY: COASTAL LAND SURVEYORS (904) 261-8950

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING, RIGHT-OF-WAY PERMITS NOT PROVIDED, AND INSURANCE REQUIRED FOR THE PROJECT.

7. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION & REPAIR.

8. THE CONTRACTOR SHALL ADVISE THE OWNER'S AUTHORIZED REPRESENTATIVE OF PLANNED WORK SCHEDULE. THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS. IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD, AND THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.

9. "AS-BUILT" DRAWINGS - AS-BUILTS ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION, AND SUBMITTAL OF AS-BUILT DRAWINGS IN ACCORDANCE WITH THE NASSAU COUNTY AS-BUILT REQUIREMENTS CHECKLIST.

10. "AS-BUILT" RECORD DATA AND INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR. RECORD DRAWINGS SHALL BE SUPPLIED TO THE ENGINEER OF RECORD AND NASSAU COUNTY.

11. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.

12. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR ON A DAILY BASIS.

13. ALL EXCESS SUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER OR RECORD.

14. ALL EXISTING TREES LISTED TO REMAIN SHALL BE PRESERVED AND PROTECTED.

15. THE LOCATION OF ALL EXISTING UTILITIES, STRUCTURES, AND IMPROVEMENTS ON THE DRAWINGS ARE BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN FIELD VERIFIED. THE LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OTHER IMPROVEMENTS PRIOR TO COMMENCING ANY CONSTRUCTION. IF THE LOCATIONS SHOWN ARE CONTRARY TO ACTUAL FIELD LOCATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY. THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITY IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR REPAIRS OR PAYMENTS FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS, AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH THEY SHALL CONNECT.

16. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER OF RECORD ON ALL MATERIALS, FOR REVIEW AND APPROVAL, PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY OR STRUCTURE.

17. UNSUITABLE MATERIALS UNDER WATER, SEWER, OR STORM PIPE AND/OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL COMPACTED TO 98% OF IT'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557).

18. ALL WATER & SEWER CONSTRUCTION SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES.

19. WHEN DEWATERING CAPACITY REQUIRES A PERMIT (CUP), IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

20. WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY HAZARD. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. WHERE PARALLEL WATER AND SEWER MAINS HAVE LESS THAN 10 FOOT HORIZONTAL SEPARATION, 20 FOOT LENGTHS OF C900 (DR18) WATER QUALITY PIPE SHALL BE USED WITH THE JOINTS STAGGERED AT 10 FOOT INTERVALS. THE PIPES SHALL BE PLACED IN SEPARATE TRENCHES WITH THE WATER MAIN AT LEAST 18 INCHES ABOVE THE SEWER. 6" MIN VERTICAL SEPARATION IS REQUIRED WITH50 FT JOINT (C-900 WATER MAIN) CENTERED AND MINIMUM 30" BURY IS REQUIRED.

21. WATER MAINS CROSSING SANITARY HAZARDS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER MAIN. WHERE WATER AND SEWER MAINS CROSS WITH BETWEEN 18 INCHES AND 6 INCHES OF VERTICAL CLEARANCE, A 20 FOOT SECTION OF C900 (DR18) WATER QUALITY PIPE SHALL BE CENTERED ON THE POINT OF THE CROSSING. THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL SEPARATION. THE MINIMUM SEPARATION BETWEEN WATER AND SEWER PIPES IS TO BE 6 INCHES OUTSIDE DIAMETER TO OUTSIDE DIAMETER.

22. NO WATER MAIN PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE.

23. TRACER WIRE SHALL BE PROVIDED ON ALL WATER MAINS AND FORCE MAINS. TRACER WIRE SHALL BE A MINIMUM OF 14 GUAGE SOLID COPPER WIRE, COATED, AND SUITABLE FOR BURIAL. WIRE SHALL BE ATTACHED DIRECTLY TO TOP OF PIPE AND BROUGHT INTO EACH VALVE BOX AND COILED TO ALLOW FOR EASY ACCESS AND EXTENSION ABOVE FINISHED GRADE FOR ATTACHMENT OF LOCATING EQUIPMENT.

24. ALL PIPE LENGTHS ARE APPROXIMATE DIMENSIONS, ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE MISCELLANEOUS DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS.

25. ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.

26. GRADES SHOWN ON PLANS ARE EDGE OF PAVEMENT FINISHED GRADES UNLESS OTHERWISE NOTED.

27. SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.

28. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFICALLY STATED.

29. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE. EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS. RE-VEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED IMMEDIATELY TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION.

30. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD BEFORE COMMENCING WORK.

31. IN COUNTY R/W, THE MINIMUM DEPTH REQUIREMENT UNDER PAVEMENT IS 42" AND 36" IN UNPAVED AREAS FOR SEWER, FORCE, AND WATER MAINS.

32. ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.

33. IN ADDITION TO THE SPECIFICATIONS AND DETAILS PROVIDED FOR THIS CONTRACT, THE NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS (LATEST REVISION) SHALL ALSO BE USED FOR ANY ITEMS NOT COVERED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A SET OF ROADWAY AND DRAINAGE STANDARDS FROM THE COUNTY.

34. BACKFILL MATERIAL SHALL BE COMPACTED TO 100% (| 2%) PER NASSAU COUNTY REQUIREMENTS UNDER EXISTING AND PROPOSED ROADWAYS.

35. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER OF RECORD.

36. STATIONING REFERS TO THE CENTERLINE OF THE ROADWAY EXCEPT AS NOTED ON PLANS. WHERE PAVEMENT SPLITS, THE STATIONING FOLLOWS THE INSIDE EDGE OF PAVEMENT UNTIL ROADWAY TRANSITIONS BACK TO THE TYPICAL ROADWAY SECTION

37. ALL CONSTRUCTION, MATERIAL, AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH NASSAU COUNTY STANDARDS.

38. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, LATEST EDITION; INSTALL PAVEMENT MARKINGS IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17346.

WATER NOTES

1. IN COUNTY R/W, THE MINIMUM DEPTH REQUIREMENT UNDER PAVEMENT IS 42" AND 36" IN UNPAVED AREAS FOR SEWER, FORCE, AND WATER MAINS. ALL WATER MAINS SHALL BE FLUSHED IN ACCORDANCE WITH, AND UNDER THE DIRECTION OF THE UTILITY COMPANY.

2. THRUST RESTRAINTS ARE REQUIRED IN ACCORDANCE WITH THE UTILITY COMPANY STANDARDS WHERE WATER MAINS ARE TERMINATED AND AT ALL BENDS AND TEES.

3. TIE RODS SHALL BE INSTALLED ON ALL VALVES LOCATED AT FITTINGS. ALL 10" AND LARGER VALVES SHALL REQUIRE FOUR (4) TIE RODS.

4. UNLESS OTHERWISE NOTED, WATER MAINS ARE TO BE PVC DR18, C-900, CLASS 150.

5. ALL WATER MAINS SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA C-600-87, AND OR JEA'S APPLICABLE STANDARDS AND SPECIFICATIONS. ALL WATER MAIN DISINFECTION SHALL BE IN ACCORDANCE WITH AWWA C651 AND OR JEA'S APPLICABLE STANDARDS AND SPECIFICATIONS. NO CONNECTION TO EXISTING POTABLE WATER SYSTEM SHALL BE ALLOWED UNTIL ALL PROPOSED WATER MAINS HAVE BEEN PRESSURE TESTED, DISINFECTED, AND CLEARED FOR SERVICE. THE UTILITY COMPANY'S AUTHORIZED REPRESENTATIVE MUST BE NOTIFIED 48 HOURS PRIOR TO PERFORMING THE PRESSURE TEST AND MUST BE PRESENT.

6. THE CONTRACTOR SHALL AVOID SERVICE INTERRUPTIONS AND MAINTAIN ANY EXISTING WATER SERVICE TO MEET THE SYSTEM DEMANDS AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF AFFECTED CUSTOMERS OF THE UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF ANY INTERRUPTION OF SERVICE. BOIL WATER NOTICES SHALL BE DELIVERED IN ACCORDANCE WITH THE UTILITY COMPANY BOIL WATER NOTICE REQUIREMENTS.

7. ALL MAIN FLUSHING POINTS SHALL BE SAME SIZE AS MAIN UP TO 8 INCH WATER MAINS. FLUSHING POINTS FOR MAINS LARGER THAN 8 INCH SHALL BE REDUCED TO 8 INCH.

8. ALL WATER MAINS SHALL BE DISINFECTED USING LIQUID CHLORINE OR HYPOCHLORITES IN ACCORDANCE TO AWWA C651-86. WATER IN MAIN SHALL MAINTAIN A CHLORINE RESIDUAL OF 50 MG/L FOR A MINIMUM OF 24 HOURS. WATER MAIN SHALL NOT BE PLACED IN SERVICE UNTIL CLEARANCE HAS BEEN PROVIDED BY THE APPROPRIATE REGULATING AGENCY AND JEA.

9. IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH, WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. BASED ON APPROVAL OF THE PERMITTING AGENCY, DUCTILE IRON PIPE, FITTINGS, AND SOLVENT RESISTANT GASKET MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED. ANY CONTAMINATED SOIL THAT IS EXCAVATED SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATER PROOF COVERING. THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL.

10. 2" FLUSHING HYDRANTS SHALL BE INSTALLED AT ALL DEAD END LINES AND MAIN LINE STUB-OUTS.

11. A SEPARATE WATER SERVICE SHALL BE REQUIRED FOR EACH UNIT SERVED AND SHALL BE INSTALLED 2 FEET EITHER SIDE OF PROPERTY LINE. ALL WATER SERVICES SHALL BE MARKED WITH A "W" ETCHED ON THE CURB. ALL VALVES SHALL BE MARKED WITH A "V" ETCHED ON THE CURB.

12. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY COMPANY'S STANDARDS.

13. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED AT THE CONSUMER'S METER OR AT THE PROPERTY LINE WHEN A METER IS NOT USED.

14. BACKFLOW PREVENTION ASSEMBLIES SHALL BE TESTED BY A STATE OF FLORIDA LICENSED BACKFLOW TECHNICIAN. SUBMIT BACKFLOW ASSEMBLY TEST REPORTS TO JEA ATTN: BILL POUND, 21 W CHURCH ST. T-4 JACKSONVILLE, FL 32202. BACKFLOW PREVENTION ASSEMBLIES SHALL BE SELECTED AND INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF JEA'S CROSS CONNECTION CONTROL POLICY MANUAL; CONTACT BILL POUND AT (904) 665-5787.

15. CONTACT CHRIS BARRINGTON - JEA NEW DEVELOPMENT - 904-665-4081 TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO BEGINNING CONSTRUCTION.

INDEX

SHEET #	DESCRIPTION
1	COVER SHEET
2	INDEX SHEET
3	PRE-DEVELOPMENT DRAINAGE MAP
4	POST-DEVELOPMENT DRAINAGE MAP
5	PRELIMINARY BINDING SITE PLAN
6 - 9	TREE PRESERVATION PLAN
10	GRADING PLAN
11	GEOMETRY PLAN
12	LANDSCAPE PLAN
13	WATER AND SEWER PLAN
14 - 16	MISCELLANEOUS DETAILS

SEWER NOTES

1. THE CONTRACTOR SHALL PROVIDE, TO THE ENGINEER OF RECORD , A SCHEDULE OF INVERT ELEVATIONS OF ALL SANITARY MANHOLES PRIOR TO THE PLACEMENT OF THE LIME ROCK BASE COURSE. THIS SCHEDULE TO BE PROVIDED BY THE REGISTERED LAND SURVEYOR SUBMITTING THE "AS-BUILT" DRAWINGS FOR THIS PROJECT.

2. SANITARY SEWER SERVICES SHALL BE 6"PVC WITH A MINIMUM SLOPE OF 0.006 FEET PER FOOT AND SHALL BE TERMINATED AT THE RIGHT-OF-WAY LINE WITH A DEPTH OF 24" TO 48" FROM THE FINAL FINISHED GRADE OF THE DEVELOPED LOTS. DEPTHS GREATER THAN 48" FROM FINAL FINISHED GRADE SHALL BE READJUSTED BY THE DEVELOPER AT HIS COST.

3. ALL MANHOLE FRAMES AND COVERS TO BE ADJUSTED TO FINAL FINISHED GRADE.

4. A SEPARATE SEWER SERVICE (6" MIN.) SHALL BE PROVIDED TO THE RIGHT-OF-WAY FOR EACH LOT BEING SERVED. AN "S" SHALL BE ETCHED INTO THE CURB DIRECTLY OVER EACH SERVICE LINE OR IN THE STREET SIDE OF A SIDEWALK IN LINE WITH THE CLEANOUT.

5. GRAVITY SEWER TO BE GREEN IN COLOR

6. NEW GRAVITY SEWER SYSTEM SHALL BE PLUGGED AT NEAREST EXISTING DOWNSTREAM MANHOLE AND SHALL NOT BE REMOVED WITHOUT AUTHORIZATION FROM THE JEA. EXISTING MANHOLES TO BE COREBORED AND ARRANGEMENTS MADE TO BE REFURBISHED WITH COMPATIBLE MATERIALS IF THE EXISTING MANHOLE IS ALLOWED TO BE USED.

7. FINISHED FLOOR ELEVATIONS SHALL BE GREATER (HIGHER) THAN THE ELEVATION OF THE MANHOLE NEAREST THE SERVICE LATERAL IN ORDER TO AVOID A POTENTIAL BACKUP OF SEWERAGE IN THE HOUSE OR BUILDING.

8. FORCE MAIN MUST PASS A PRESSURE TEST PRIOR TO ACCEPTANCE OF THE SYSTEM. THE PRESSURE TEST SHALL COMPLY WITH AWWA C-600 SECTION 4.1 STANDARD FOR HYDROSTATIC TESTING. PRESSURE TEST MUST BE WITNESSED AND APPROVED BY AN AUTHORIZED THE UTLITY COMPANY REPRESENTATIVE.

9. ALL GRAVITY SEWER PIPE (WITH LATTERALS) TO A 12 FOOT DEPTH OF COVER SHALL BE ASTM D3034 SDR-35 PVC PIPE. GRAVITY SEWER PIPE WITH COVER OF 12 FEET (AND IN EASMENT) AND GREATER SHALL BE C900-DR18 OR SDR-26. JOINT SHALL BE OF THE BELL AND SPIGOT TYPE AND MEET THE REQUIREMENTS OF THE PIPE REFFERED BEING USED. SEE JEA SEWER STANDARDS FOR MORE DETAIL

10. WHEN A PROPERTY LINE CAN NOT BE DEFINED, THE SEWER CLEANOUT SHALL BE PLACED IN AN UNPAVED AREA AT A DISTANCE NO GREATER THAN 30 FEET FROM THE SEWER MAIN.

11. ALL GRAVITY SEWER MAINS SHALL BE DEFLECTION TESTED WITH A 5% MANDREL AS SUPPLIED BY THE CONTRACTOR AND CERTIFIED TO ACCURACY EACH YEAR. CERTIFICATION OF ACCURACY SHALL BE PROVIDED TO JEA. THE SEWER LINES TO BE TV INSPECTED AND THE ALIGNMENT BETWEEN MANHOLES CHECKED BY USING LIGHTS, LASER BEAMS OR OTHER SUITABLE MEANS.

12. FRAME AND COVER ADJUSTMENT RINGS SHALL BE MANUFACTURED OF THE SAME MATERIAL AS THE MANHOLES.

13. SEWER PLUGS USED DURING THE CONSTRUCTION OR CONNECTION TO A SYSTEM SHALL HAVE THE CONTRACTOR'S NAME PERMANENTLY STAMPED.

14. THE FRP MANHOLE LINER SHALL BE DESIGNED AND FABRICATED TO BE INSTALLED VERTICALLY INSIDE AN EXISTING MANHOLE, AND SHALL NOT BE LOAD BEARING STRUCTURE. THE ANNULAR SPACE BETWEEN THE OUTSIDE DIAMETER OF THE LINER AND INSIDE DIAMETER OF THE EXISTING MANHOLE WALL SHALL BE FILLED WITH CONCRETE GROUT.

15. IN ACCORDANCE WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REQUIREMENTS, LEAKAGE TESTING SHALL BE PERFORMED ON ALL SEGMENTS OF THE SEWER SYSTEM. TESTING MAY INCLUDE APPROPRIATE WATER OR LOW PRESSURE AIR TESTING. TEST METHODS SHALL TAKE INTO CONSIDERATION THE RANGE IN GROUNDWATER ELEVATIONS DURING THE TEST AND ANTICIPATED DURING THE DESIGNED LIFE OF THE SEWER. LEAKAGE TESTING BASED ON THE WATER (HYDROSTATIC) TEST SHALL NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM USING A MINIMUM POSITIVE HEAD OF 2 FEET. LEAKAGE TESTING BASED ON THE LOW PRESSURE AIR TEST SHALL, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM F-1417.

16. IN COUNTY R/W, THE MINIMUM DEPTH REQUIREMENT UNDER PAVEMENT IS 42" AND 36" IN UNPAVED AREAS FOR SEWER, FORCE, AND WATER MAINS OR DUCTILE IRON PIPE CASING\ CONCRETE ENCASEMENT AS SPECIFIED.

17. ALL LINED FORCE MAIN FITTINGS SHALL BE HOLIDAY TESTED FOR DEFECTS PRIOR TO INSTALATION.

LEGEND

- EXISTING VALVE
- EXISTING WATER LINE (W)
- EXISTING SANITARY SEWER (10" PVC)
- EXISTING FIRE HYDRANT
- PROPOSED SANITARY SEWER
- PROPOSED WATER LINE (W)
- PROPOSED FIRE HYDRANT
- EXISTING EDGE OF PAVEMENT
- EXISTING PROPERTY LINE
- PROPOSED SPOT ELEVATION (15.3)
- PROPOSED CONTOUR (15.0)
- PROPOSED EDGE OF PAVEMENT
- PROPOSED PROPERTY LINE
- PROPOSED R.O.W. LINE
- EXISTING TREE (6" PINE)
- EXISTING CONTOUR (15)
- SILT FENCE
- WETLAND BUFFER

LOCATION MAP



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record: Daniel I. McCranie, P.E. P.E. # 50627
M&A McCranie & Associates, Inc.
3 South 2nd Street
Fernandina Beach, FL 32034
(904) 335-8685
Certificate of Authorization No. 8269

AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

INDEX SHEET

SHEET NO. 2

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EXISTING BUSINESS

DA-PRE
2.34 Ac.

EXISTING DRIVEWAY
TO BE REMOVED

EXISTING BUILDING
TO BE REMOVED

EXISTING BUILDING
TO BE REMOVED

DRAINAGE BASIN
BOUNDARY (TYP)

100 YR FLOOD
BOUNDARY (TYP)

WETLAND
LINE

PROPERTY
LINE (TYP)

CATCH BASIN TOP
ELEVATION = 10.00' NAVD 1988

CATCH BASIN TOP
ELEVATION = 8.69' NAVD 1988

SADLER ROAD

0 10 40
Feet

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

PRE DEVELOPMENT

SHEET NO. 3

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SEE GRADING SHEET FOR DIVERSION SWALE.

MODIFY INLET TOP TO GRATE INLET

CATCH BASIN TOP ELEVATION = 10.00' NAVD 1988

DRAINAGE BASIN BOUNDARY (TYP)

DA-1 0.53 Ac.

DA-2 0.30 Ac.

DA-3 0.35 Ac.

DA-4 0.56 Ac.

DA-P1 0.60 Ac.

FF=11.8

S-1

S-2

S-3

S-4

S-5

0.5%

1%

IMPACTED WETLANDS (0.1 AC)

IMPACTED WETLANDS (0.2 AC)

WETLAND LINE

PROPERTY LINE (TYP)

WEIR 1 (EL. 7.30)

TOP OF BANK

POND 1
TOB = 9.0
BOTTOM = -1.0
1:4 SLOPES

SADLER ROAD

CATCH BASIN TOP ELEVATION = 8.69' NAVD 1988

0 10 40
Feet

Pipe Table

Pipe	Upstream Structure	Downstream Structure	Length (ft)	Size (in)	Type	Upstream Invert (ft)	Downstream Invert (ft)	Slope (%)
P-1	S-1	S-2	212	18	RCP	6.50	5.96	0.25
P-2	S-2	S-3	148	18	RCP	5.96	5.58	0.25
P-3	S-3	S-4	212	18	RCP	5.58	5.04	0.25
P-4	S-4	S-5	90	18	RCP	5.04	4.41	0.71

S-1 TOP/INLET EL = 11.0
S INV EL = 6.50

S-2 TOP/INLET EL = 11.0
N INV EL = 5.96
E INV EL = 5.96

S-3 TOP/INLET EL = 10.5
W INV EL = 5.58
N INV EL = 5.58

S-4 TOP/INLET EL = 10.5
S INV EL = 5.04
E INV EL = 5.04

S-5 18" MES
W INV EL = 4.41

WEIR 1 TOP EL = 9.00
WEIR EL = 7.30
ORIFICE = 6.00
INV EL = 6.00

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. # 50627
3 South 2nd Street
Fernandina Beach, FL 32034
(904) 335-8685
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AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

POST DEVELOPMENT

SHEET NO. 4

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DIVERSION SWALE

DA-1
0.53 Ac.

DA-2
0.29 Ac.

DA-3
0.35 Ac.

DA-4
0.56 Ac.

DA-P1
0.60 Ac.

FF=11.8

MODIFY INLET TOP
TO GRATE INLET

CATCH BASIN TOP
ELEVATION = 10.00' NAVD 1988

DRAINAGE BASIN
BOUNDARY (TYP)

0 10 40
Feet

PROPERTY LINE
PARKING LOT
5'
1:2.5
1:2.5

DIVERSION SWALE DETAIL

S-1
S-2
S-3
S-4
S-5

WETLAND
LINE

WEIR 1
(EL. 7.30)

TOP OF
BANK

PROPERTY
LINE (TYP)

SADLER ROAD

CATCH BASIN TOP
ELEVATION = 8.69' NAVD 1988

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record: Daniel I. McCranie, P.E.
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3 South 2nd Street
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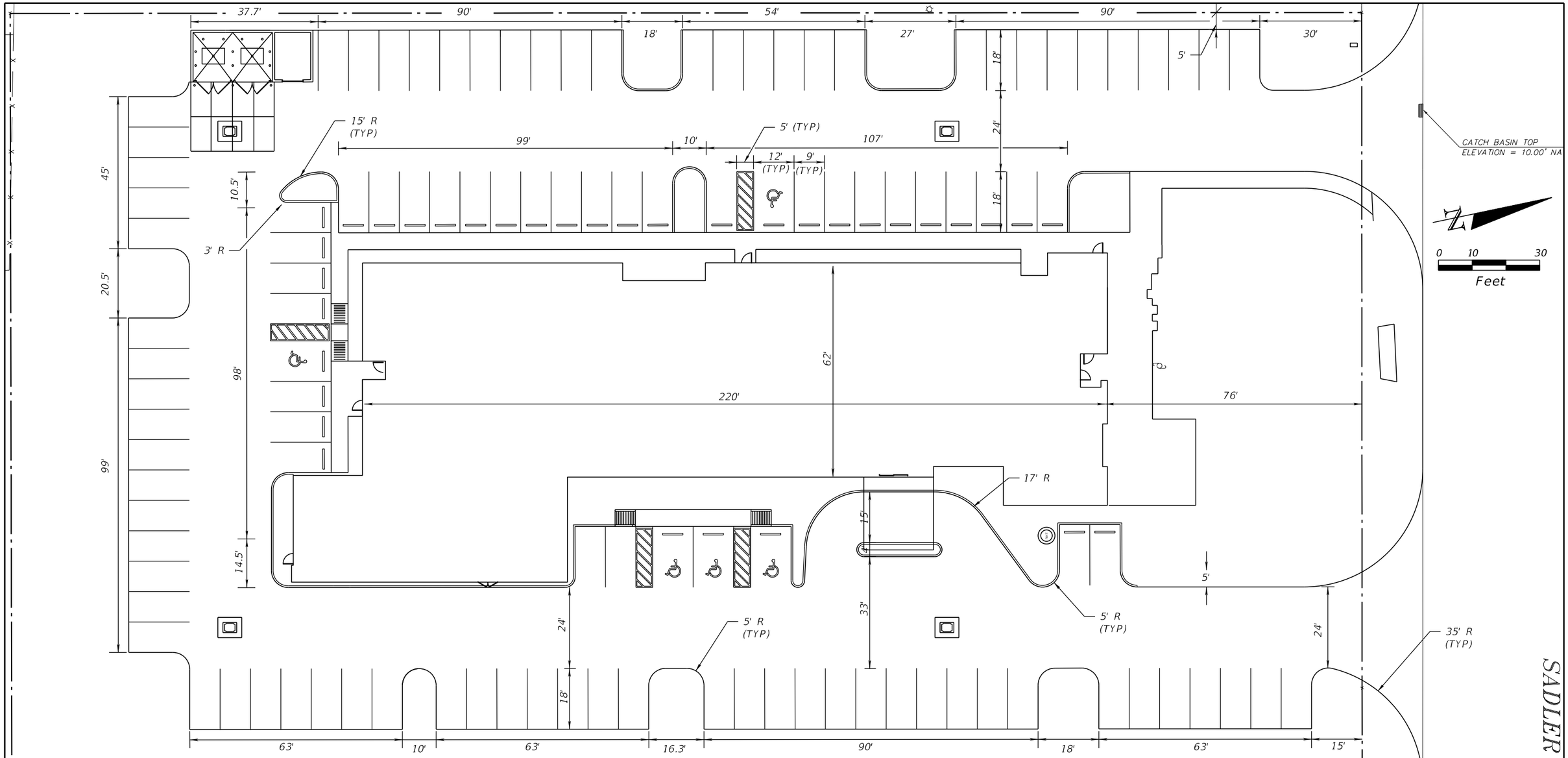
AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

GRADING

SHEET NO. 10

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record: Daniel I. McCranie, P.E.
P.E. # 50627
3 South 2nd Street
Fernandina Beach, FL 32034
(904) 335-8685
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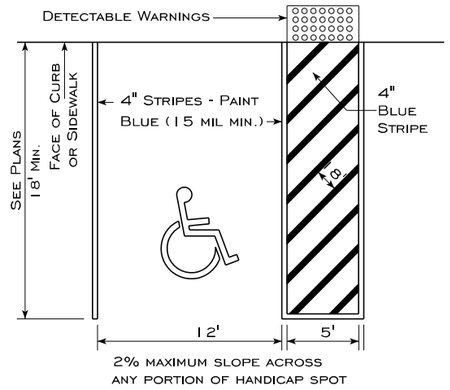
AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

GEOMETRY PLAN

SHEET NO. 11

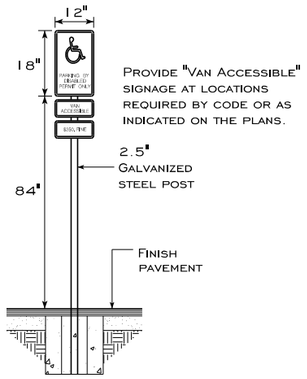
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TYPICAL DISABLED PARKING

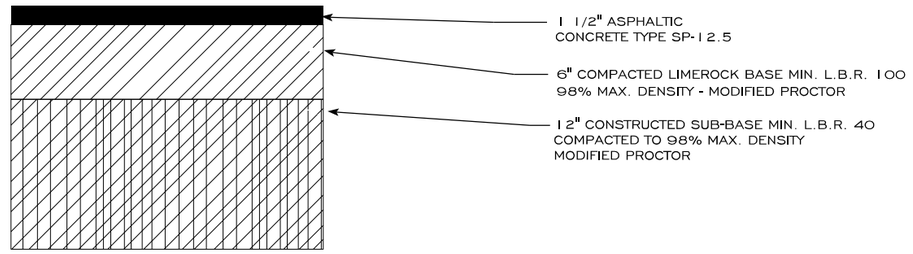
NOTES:

1. ALL SIGNS SHOWN SHALL CONFORM TO FEDERAL ACCESSIBILITY SPECIFICATIONS.
2. ALL SIGNS SHOWN SHALL BE REFLECTORIZED TO SHOW THE SAME COLOR BY NIGHT AS BY DAY.
3. ALL SIGNS SHALL BE SECURELY MOUNTED GALVANIZED STEEL CHANNEL POSTS.
4. INSTALL QUANTITY AND AT LOCATIONS REQUIRED BY CODE AND/OR AS INDICATED ON DRAWINGS. CONFIRM ALL HANDICAPPED SIGNAGE CODES.



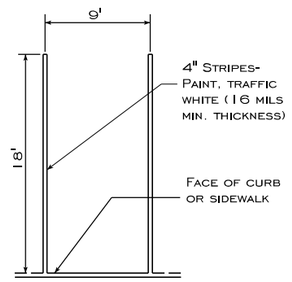
PROVIDE "VAN ACCESSIBLE" SIGNAGE AT LOCATIONS REQUIRED BY CODE OR AS INDICATED ON THE PLANS.

ACCESSIBLE PARKING SIGN DETAIL

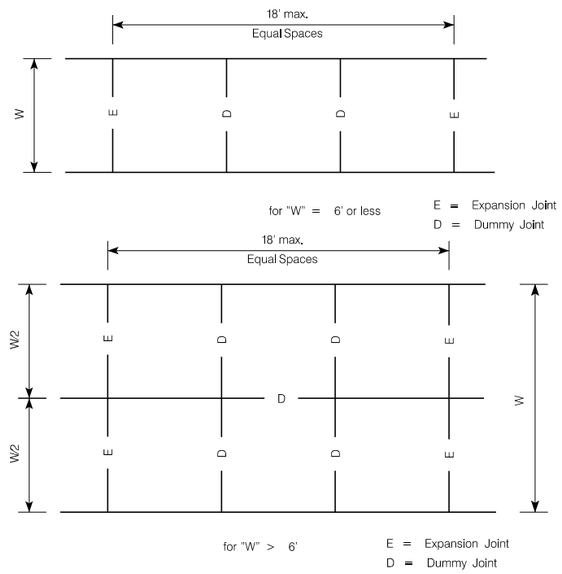


NOTE:
16" SOD STRIP REQUIRED ADJACENT TO ALL ROAD WORK

TYPICAL PAVEMENT SECTION - ALL DRIVEWAYS



STRIPING DETAIL



SIDEWALK JOINT LOCATION DETAILS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record: Daniel I. McCranie, P.E.
P.E. # 50627
M&A McCranie & Associates, Inc.
3 South 2nd Street
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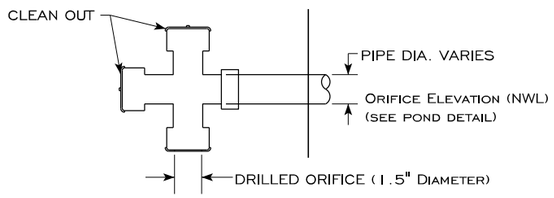
AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

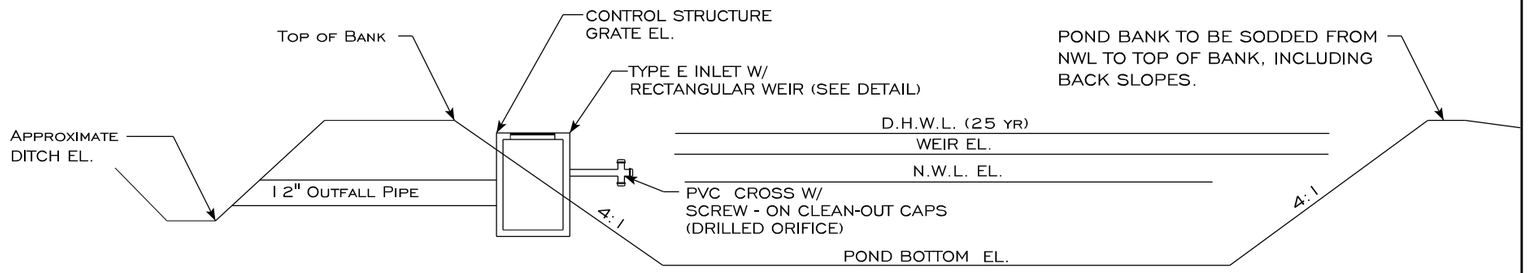
MISCELANEOUS DETAILS

SHEET NO. 14

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ORIFICE DETAIL

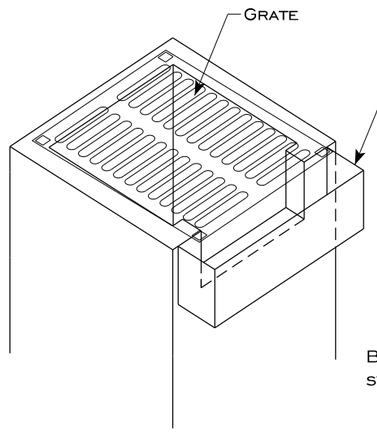


POND CROSS-SECTION WITH DROP STRUCTURE (POND 1)

NOTE: ALL WEIRS TO HAVE SKIMMERS ON INSIDE OF POND (SEE THIS SHEET FOR DETAIL)

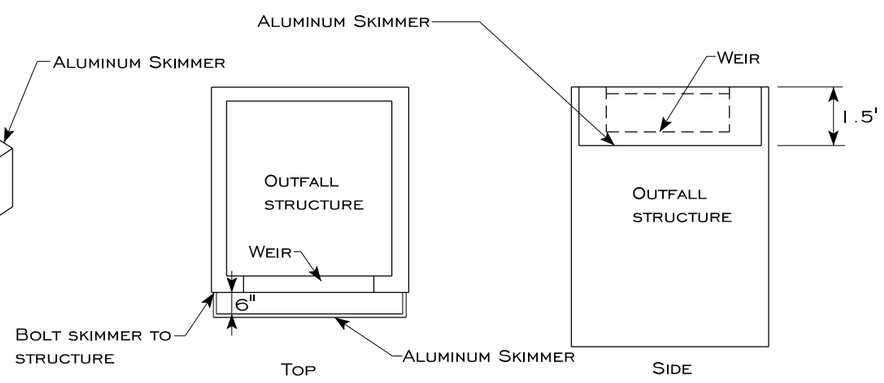
POND #	TOP OF BANK	N.W.L.	D.H.W.L.	WEIR EL	WEIR WIDTH (IN)	ORIFICE DIA. (IN)	POND BOTTOM EL	OUTFALL PIPE LENGTH	PIPE DIAMETER & SLOPE	OUTFALL EL.	WEIR OUTFALL (CFS)		
											5 YR	10 YR	25 YR
1	9.00	6.00	8.68	7.30	8	1.5	-1.00	20'	24" @ 0.25%	5.50	1.24	1.99	2.98

POND INFORMATION & CROSS SECTION



NOTE: SIMMER SHALL BE CONSTRUCTED OF 1/4" ALUMINUM

SKIMMER SHALL EXTEND FROM THE GRATE ELEVATION TO 3" BELOW THE WEIR ELEVATION (APPROXIMATELY 1.5')



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

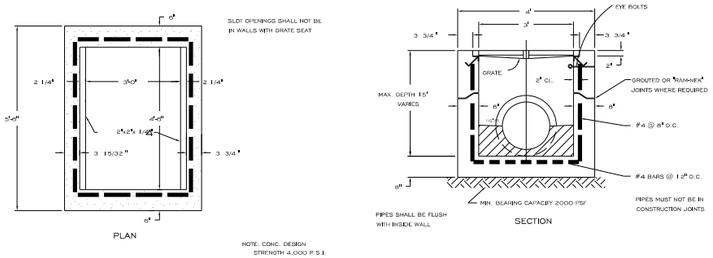
Engineer of Record: Daniel I. McCranie, P.E.
P.E. # 50627
M&A McCranie & Associates, Inc.
3 South 2nd Street
Fernandina Beach, FL 32034
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AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

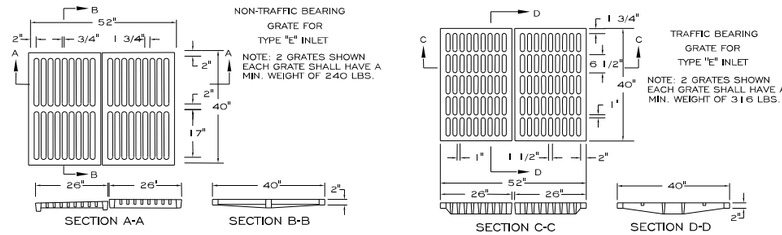
ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

MISCELLANEOUS DETAILS

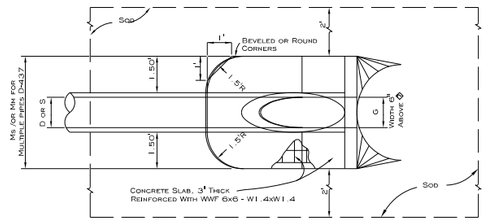
SHEET NO. 15



STORM SEWER TYPE "E" INLET



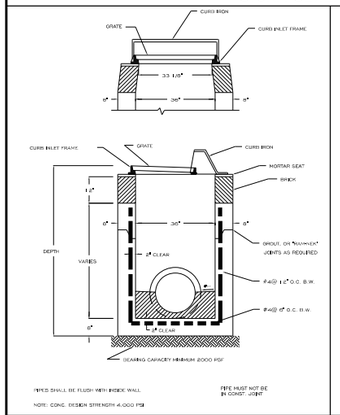
GRATE DETAIL FOR TYPE "E" INLET



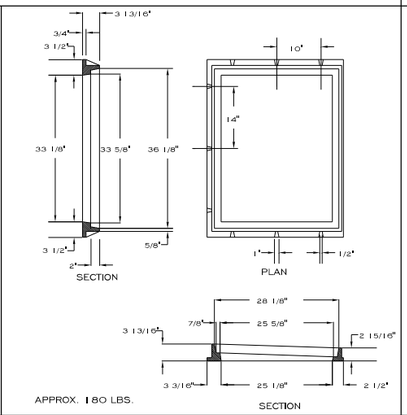
* Slope:
4:1 Miter To 1/8 Of Pipe For Pipes 18" & Smaller
2:1 Miter For Pipes 24" & Larger, For RCP.

4:1 Miter To Major Axis For Pipes 24"x 38" & Smaller.
2:1 Miter For Pipes 29"x 45" & Larger, For ERCP.

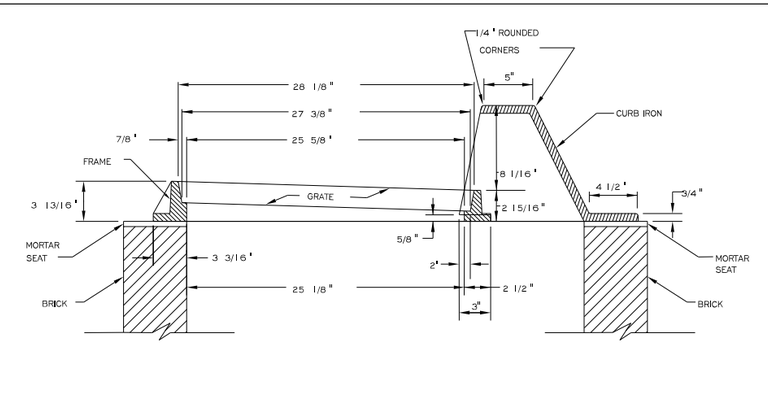
MITERED END SECTION FOR R.C.P. CROSS DRAIN TYPE B



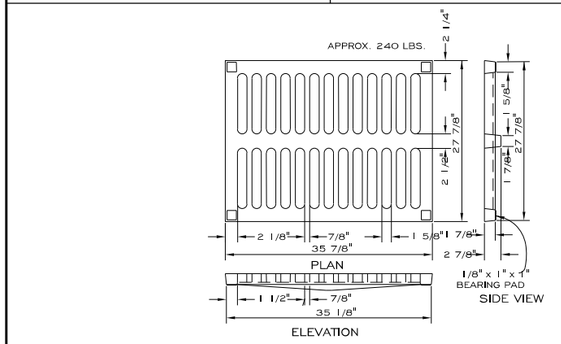
36" CURB INLET



CURB INLET FRAME



CURB IRON WITH GRATE & FRAME

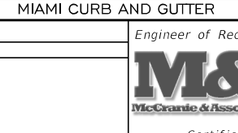


STORM SEWER INLET GRATE

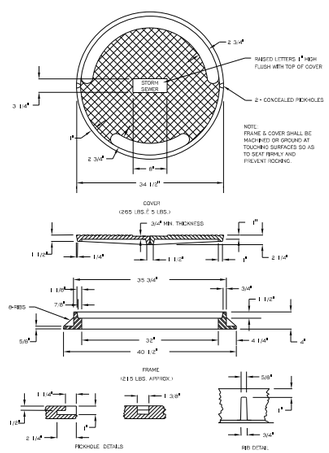
DIMENSIONS FOR HDPE									
D	X	A	B	C	E	F	G	Ms	N
15"	2.58'	2.27'	4.09'	6.36'	4.03'	6'	1.22'	4.63'	1.19'
18"	2.83'	2.36'	5.12'	7.48'	5.03'	9'	1.41'	4.92'	1.21'
24"	3.42'	2.53'	7.16'	9.71'	7.03'	11'	1.73'	5.50'	1.25'
30"	4.25'	2.70'	9.25'	11.95'	9.03'	13'	2.00'	6.06'	1.29'
36"	5.08'	2.87'	11.31'	14.18'	11.03'	15'	2.24'	6.67'	1.33'
42"	6.00'	3.05'	13.37'	16.42'	13.03'	17'	2.45'	7.25'	1.38'
48"	6.75'	3.22'	15.43'	18.65'	15.03'	19'	2.63'	7.83'	1.42'
54"	7.67'	3.39'	17.49'	20.86'	17.03'	21'	2.83'	8.42'	1.46'
60"	8.50'	3.56'	19.55'	23.11'	19.03'	23'	3.00'	9.00'	1.50'

6.42' 6.25' DIMENSIONS PERMITTED TO ALLOW USE OF 8' STANDARD PIPE LENGTHS.
10.40' 10.10' DIMENSIONS PERMITTED TO ALLOW USE OF 12' STANDARD PIPE LENGTHS.
CONCRETE SLAB SHALL BE DEEPENED TO FROM BRIDGE ACROSS CROWN OF PIPE. SEE SECTION.

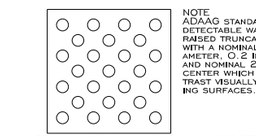
TABLES OF DIMENSION FOR MITERED END SECTIONS TYPE B



MIAMI CURB AND GUTTER



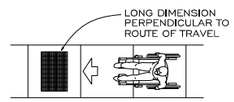
MANHOLE FRAME AND COVER



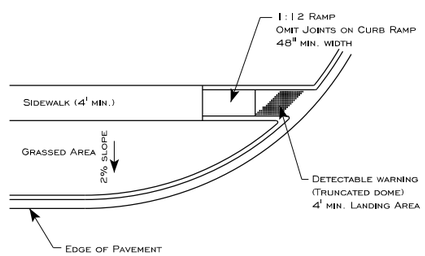
NOTE
ADAAG STANDARDIZES DETECTABLE WARNINGS AS RAISED TRUNCATED DOMES WITH A NOMINAL 0.9 IN. DIAMETER, 0.2 IN. HEIGHT, AND NOMINAL 2.35 IN. ON CENTER WHICH MUST CONTRAST VISUALLY WITH ADJOINING SURFACES.

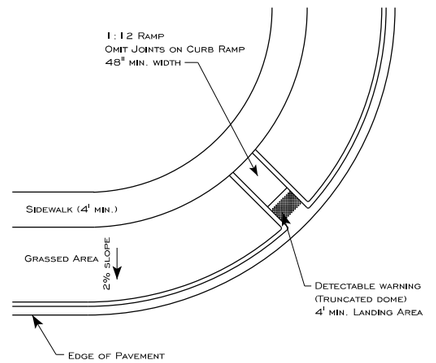
ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES FROM BACK OF CURB.

NOTE
SIDEWALK WIDTH: 36 IN. (915 MM) MINIMUM



Note: All sidewalk ramps are to meet latest ADA Standards. See engineer of record or County for any clarifications.





SIDEWALK RAMP DETAILS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record:
Daniel I. McCranie, P.E.
P.E. # 50627
3 South 2nd Street
Fernandina Beach, FL 32034
(904) 335-8685
M&A McCranie & Associates, Inc.
Certificate of Authorization No. 8269

AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

MISCELANEOUS DETAILS

SHEET NO. 16

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, November 17, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-36

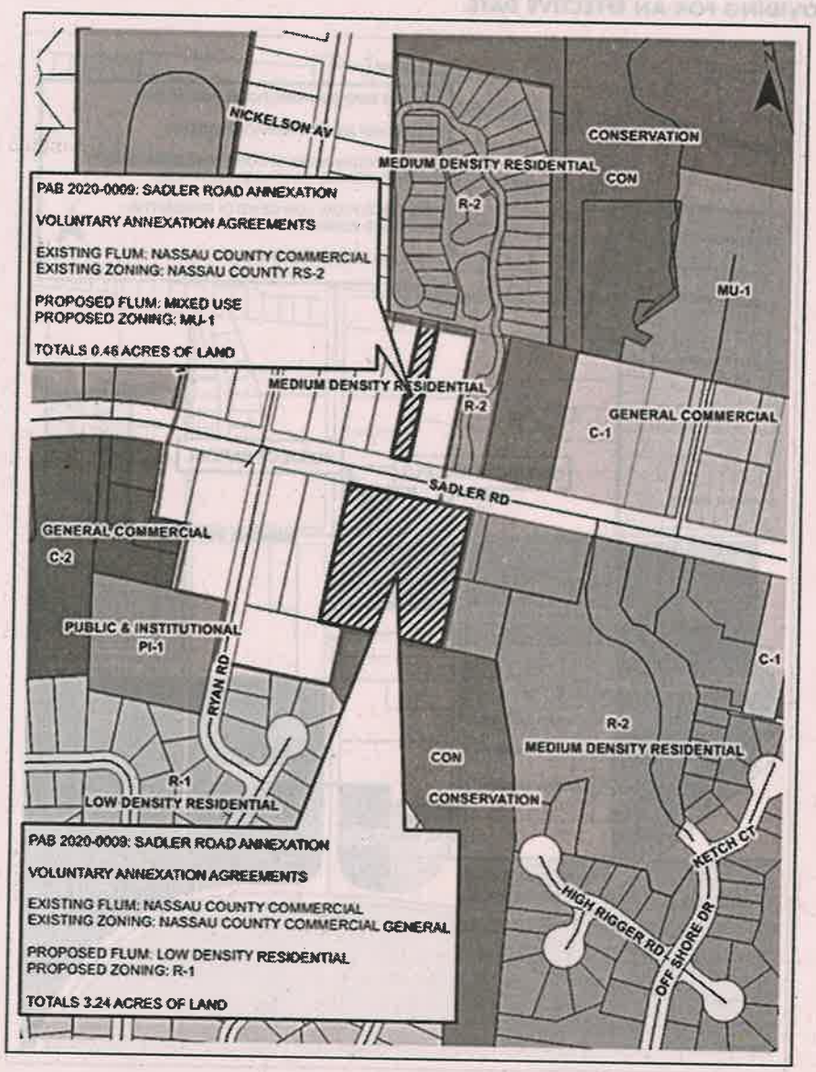
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 3.70 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND 2233 SADLER ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-37

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-38

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING MAP CATEGORY OF COMMUNITY COMMERCIAL (C-1) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU-1) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD; 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.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

CITY OF FERNANDINA BEACH **Caroline Best**
Office of the City Clerk cbest@fbfl.org

CERTIFIED MAIL

October 23, 2020

Board of Nassau County Commission
96135 Nassau Place, Suite #1
Yulee, FL 32097

RE: NOTICE OF ANNEXATION OF APPROXIMATELY 3.70 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND 2233 SADLER ROAD CONTIGUOUS TO THE CITY LIMITS

Honorable Commissioners:

In accordance with FS 171.044, please see the Notice of Public Hearing (attached) scheduled for Tuesday, November 17, 2020, at 6:00pm of an Ordinance of the City Commission of the City of Fernandina Beach annexing 0.61 acres of land as follows:

ORDINANCE 2020-36

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 3.70 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND 2233 SADLER ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If you have any questions regarding this annexation, please do not hesitate to let us know.

Sincerely,
City of Fernandina Beach

Kim Briley, MMC
Deputy City Clerk
Attachment(s)

cc: Taco Pope, Nassau County Manager
Kelly Gibson, Planning Manager
Tammi Bach, City Attorney
Thad Crowe, Director, Nassau County Department of Planning and Economic Development

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, November 17, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-36

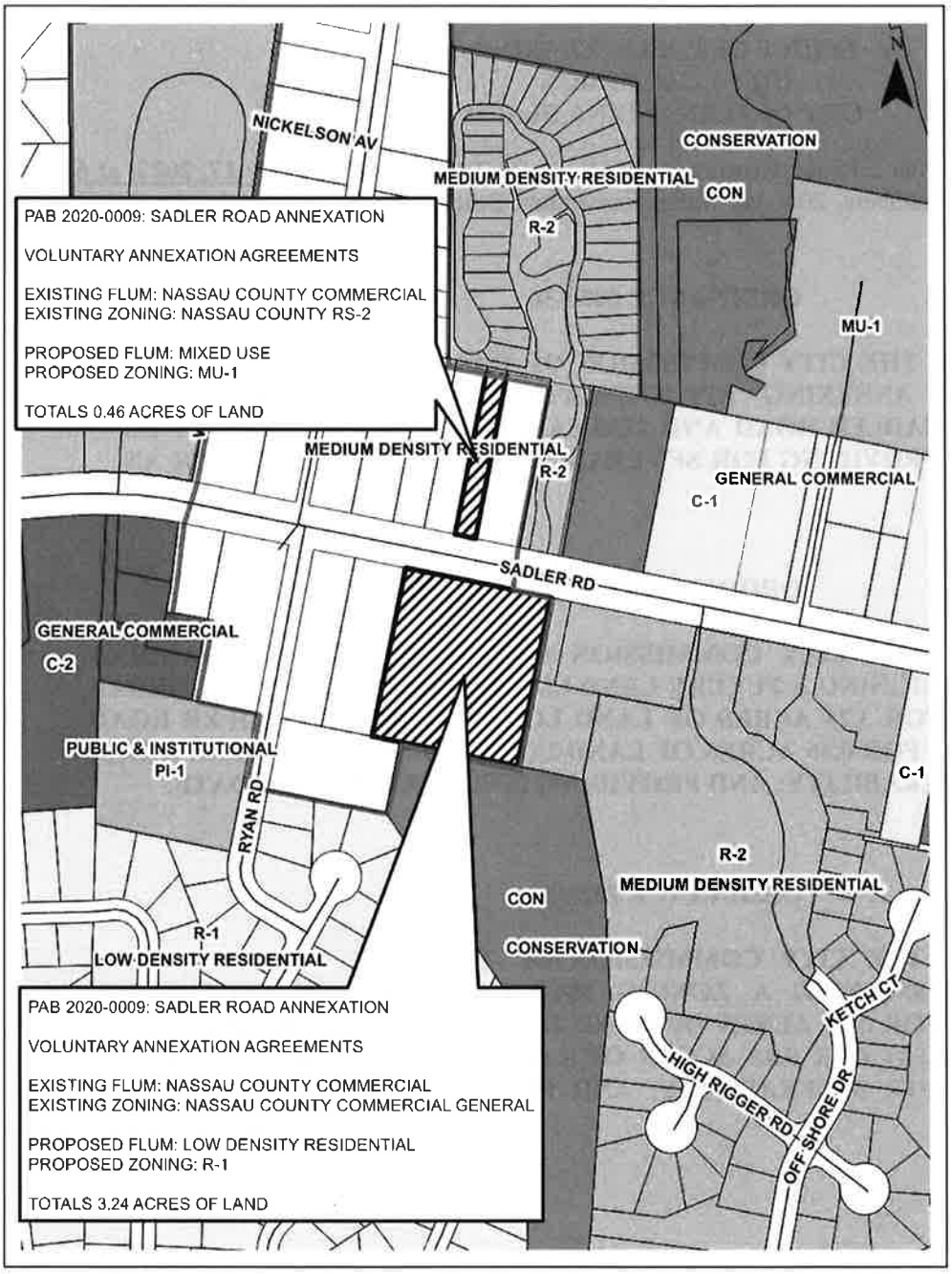
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 3.70 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND 2233 SADLER ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-37

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-38

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING MAP CATEGORY OF COMMUNITY COMMERCIAL (C-1) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU-1) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD; 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.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

Note:

Please run as a <u>DISPLAY</u> in the November 4, 2020 and November 11, 2020 editions 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

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-38
Zoning Map assignment of C-1 for 2246 Sadler Road and MU-1 for 2233 Sadler Road

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-38 at Second Reading.

SYNOPSIS: 2246 Sadler Road
Resolution 2017-193 approved extension of water and sewer services outside of the corporate limits of the City to 2246 Sadler Road. City services were extended which allowed for the development of the 103 room Home2Suites by Hilton under the applicable Nassau County land use and zoning standards. Assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) Zoning District is requested for 2246 Sadler Road. These designations are the most closely aligned with the Current Nassau County FLUM category and zoning district.

2233 Sadler Road
The property owners of 2233 Sadler Road requested voluntary annexation in June of 2020 to connect to City Sewer after their septic and drain field failed. The single-family residence was built in 1987 with access to City water. Assignment of the Mixed Use (MU) Future Land Use Map (FLUM) category and Mixed Use (MU-1) Zoning District is requested for 2233 Sadler Road. This designation will eliminate the current discrepancies in the County's FLUM and zoning designation. The Mixed Use land use and zoning will allow for a combination of residential, office, and limited neighborhood commercial uses which are represented in the current range of uses along this corridor and what the City anticipates in redevelopment scenarios. Single-family dwellings, such as the current structure on the property are a permissible use in the Mixed-Use FLUM designation and MU-1 Zoning District.

CITY ATTORNEY COMMENTS: No additional comments.

Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020



Date: October 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

ORDINANCE 2020-38

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING MAP CATEGORY OF COMMUNITY COMMERCIAL (C-1) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU-1) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed and held a public hearing on September 9, 2020, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on August 26, 2020.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the zoning map changes. The properties identified for this change of the Zoning Map to City of Fernandina Beach Community Commercial (C-1) and Mixed Use (MU-1) for properties located and identified by map exhibit attached hereto as Exhibit "A".

SECTION 2. ZONING MAP CHANGE. For the property in question, the City's Zoning Map is hereby changed as follows and attached hereto as Exhibit "A":

- For 2246 Sadler Road from Nassau County General Commercial to City of Fernandina Beach Community Commercial (C-1)
- For 2233 Sadler Road from Nassau County Residential Single Family 2 to City of Fernandina Beach Mixed Use (MU-1).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ADOPTED this 17th day of November, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

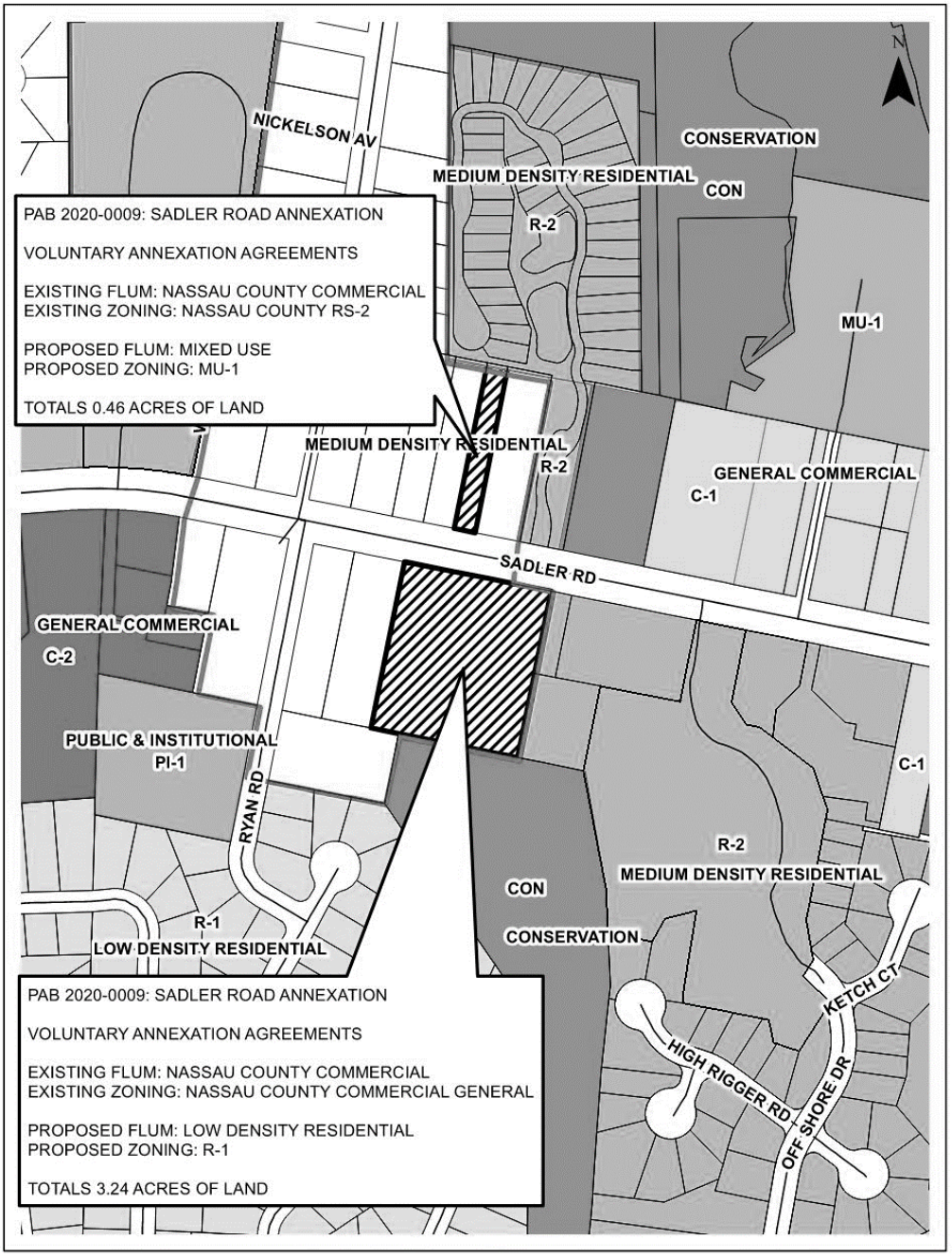
APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

EXHIBIT A

CITY OF FERNANDINA BEACH, REQUESTS ANNEXATION 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.



STAFF REPORT
PAB 2020-0009 (AX, LU, CZ)
Planning Advisory Board Hearing
September 9, 2020

Jacob M. Platt
Senior Planner

APPLICATION FOR VOLUNTARY ANNEXATION, SMALL-SCALE FUTURE LAND USE AND ZONING MAP

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Fernandina Investments LLC and Harry & Constance King				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	**2246 Sadler Road**: Voluntary Annexation, Assignment of a Future Land Use Map Category of General Commercial and C-1 Zoning District **2233 Sadler Road**: Voluntary Annexation, Assignment of a Future Land Use Map Category of Mixed Use and MU-1 Zoning District				
LOCATION:	Sadler Road				
CURRENT ZONING:	**2246 Sadler Road**: Nassau County Commercial General **2233 Sadler Road:** Nassau County Residential Single-Family 2				
CURRENT LAND USE:	**2246 Sadler Road**: Nassau County Commercial **2233 Sadler Road:** Nassau County Commercial				
EXISTING USES ON SITE:	**2246 Sadler Road**: 103 Home2Suites Hilton by Hotel **2233 Sadler Road:** Single-family home				
PROPERTY SIZE:	**2246 Sadler Road**: 3.24 Acres of Land **2233 Sadler Road:** 0.46 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North of 2233 Sadler	SF Residential	2014-2019	R-2 PUD	MDR
	North of 2246 Sadler	SF Residential & Office	1987 &1987	NC RS-2 & NC Commercial General	NC Commercial
	South of 2233 Sadler	Hotel	2018	NC Commercial General	NC Commercial
	South of 2246 Sadler	Vacant	N/A	CON	Conservation
	East of 2233 Sadler	Office	1945	NC Commercial General	NC Commercial
	East of 2246 Sadler	Vacant	N/A	R-2 PUD	MDR
	West of 2233 Sadler	Office	1993	NC Commercial General	NC Commercial
	West of 2246 Sadler	Drive-In Restaurant	2010	NC Commercial General	NC Commercial

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests annexation of two parcels of land located off Sadler Road.

2246 Sadler Road

Resolution 2017-193 approved extension of water and sewer services outside of the corporate limits of the City to 2246 Sadler Road. City services were extended which allowed for the development of the 103 room Home2Suites by Hilton under the applicable Nassau County land use and zoning standards. Assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) Zoning District is requested for 2246 Sadler Road. These designations are the most closely aligned with the Current Nassau County FLUM category and zoning district.

2233 Sadler Road

The property owners of 2233 Sadler Road requested voluntary annexation in June of 2020 to connect to City Sewer after their septic and drain field failed. The single-family residence was built in 1987 with access to City water. Assignment of the Mixed Use (MU) Future Land Use Map (FLUM) category and Mixed Use (MU-1) Zoning District is requested for 2233 Sadler Road. This designation will eliminate the current discrepancies in the County's FLUM and zoning designation. The Mixed-Use land use and zoning will allow for a combination of residential, office, and limited neighborhood commercial uses which are represented in the current range of uses along this corridor and what the City anticipates in redevelopment scenarios. Single-family dwellings, such as the current structure on the property are a permissible use in the Mixed-Use FLUM designation and MU-1 Zoning District.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The subject parcels include a recently constructed 103 room hotel and an existing single-family dwelling, development or redevelopment can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service required by the Comprehensive Plan.

Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 11.01.07	√

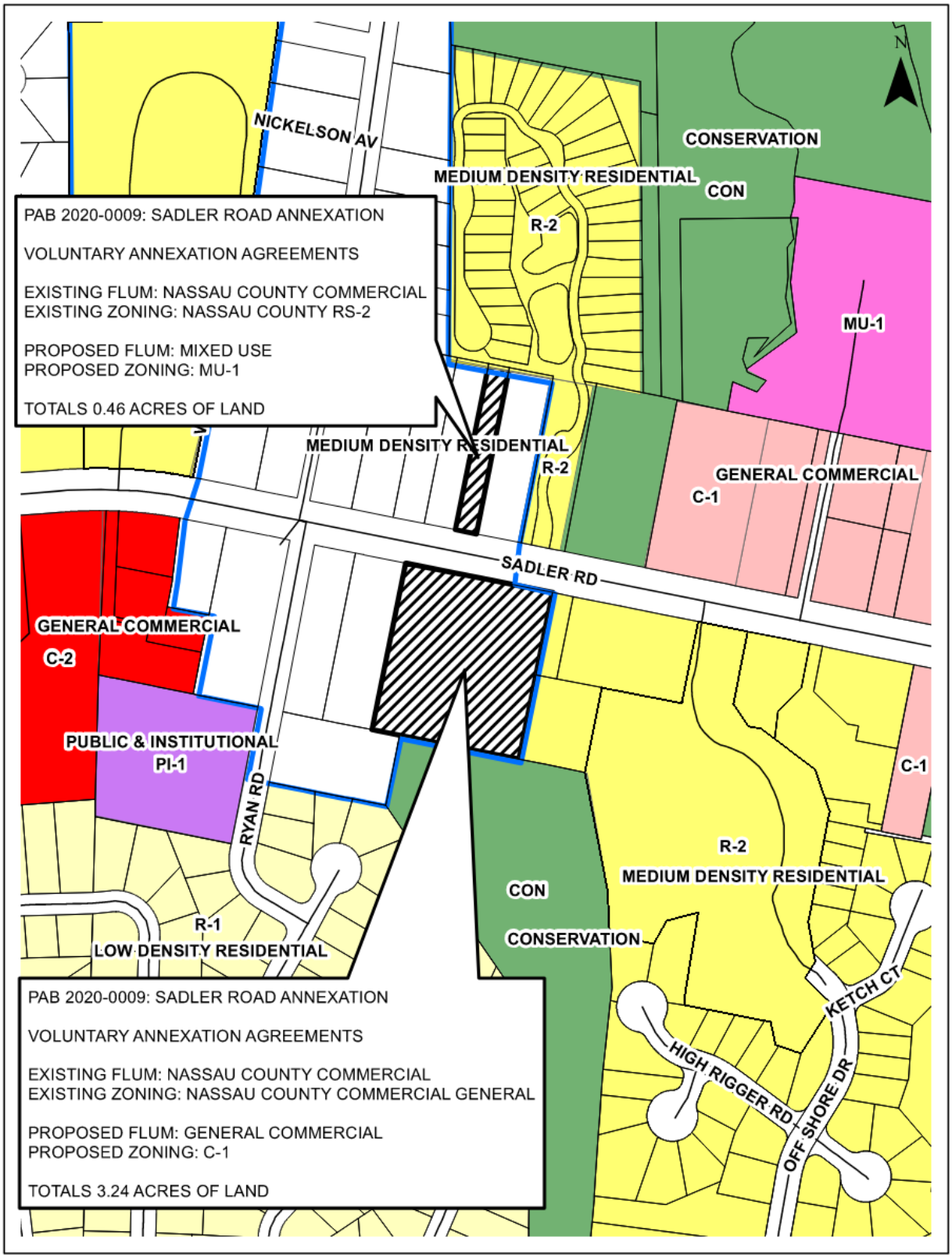
CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommends 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. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for October 20th, 2020.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2020-0009 to the City Commission requesting that a 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; Voluntary annexation, assignment of the Mixed Use (MU) Future Land Use Map (FLUM) category and Mixed Use (MU-1) Zoning District for 2233 Sadler Road be **(approved or denied)** and that PAB case 2020-0009, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.


SURF SIDE DR
CAPE SOUND DR
NICKELS ON AV
MELIA OAKS DR
DRURY RD
WHITE SANDS WAY
BLE BEACH WAY
RYAN RD


NICKELSON AV
CONSERVATION
MEDIUM DENSITY RESIDENTIAL
CON
R-2
MU-1
PAB 2020-0009: SADLER ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: MIXED USE
PROPOSED ZONING: MU-1
TOTALS 0.46 ACRES OF LAND
MEDIUM DENSITY RESIDENTIAL
R-2
GENERAL COMMERCIAL
C-1
SADLER RD
GENERAL COMMERCIAL
C-2
PUBLIC & INSTITUTIONAL
PI-1
RYAN RD
C-1
R-2
MEDIUM DENSITY RESIDENTIAL
CON
CONSERVATION
R-1
LOW DENSITY RESIDENTIAL
KETCH CT
HIGH RIGGER RD
OFF SHORE DR
PAB 2020-0009: SADLER ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY COMMERCIAL GENERAL
PROPOSED FLUM: GENERAL COMMERCIAL
PROPOSED ZONING: C-1
TOTALS 3.24 ACRES OF LAND

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 30th day of June, 2020 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Constance King & Harry L King III (hereinafter collectively referred to as the "Applicants").

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

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

PARCEL ID#: 00-00-30-0600-0001-0180

GENERALLY DESCRIBED AS: Sadler Estates Subdivision

ADDRESSED AS: 2233 Sadler Rd FB FL

See Attached Exhibit "A"

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

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

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

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

1. Effective Date: This Agreement shall become effective upon execution.

2. Execution: The parties hereto agree to execute any and all such documents as are reasonably necessary to carry out the terms and provisions of this Agreement.

3. Binding Effect: The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.

4. Water and/or Sanitary Sewer: The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

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

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

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

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

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

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

CITY OF FERNANDINA BEACH

ATTEST:

_____

DALE L. MARTIN
City Manager

_____

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: Constance E. King
Applicant

By: _____
Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

NOTARY PUBLIC STATE OF FLORIDA
SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES: November 12, 2020

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

this 30th day of June, 2020,

by Constance E. King.

Sylvie McCann
Notary Public

SYLVIE M'CANN
Printed Name

11/12/2020
My Commission Expires

Personally Known _____ OR Produced Identification ✓ ID Produced: FL DL

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

From: noreply@civicplus.com
To: Planning Info
Subject: Online Form Submittal: Water /Wastewater Annexation
Date: Tuesday, June 30, 2020 3:22:02 PM

Water /Wastewater Annexation

WATER/ WASTEWATER ANNEXATION
USE THIS FORM TO: Request the City Commission's authorization to extend water and/or sanitary wastewater services to property not located within the City limits and not currently eligible for annexation. This form also includes a Petition for Annexation, as required by Municipal Code prior to the extension of services outside the City's jurisdiction.

Fees	$300

IMPORTANT NOTES
Per Municipal Code Sections 82-44 and 82-403, the extension of City water and/or sanitary sewer services to property located outside the municipal limits must be authorized by the City Commission. Application for these services shall be placed on the next available City Commission agenda. The City Commission meets the 1st and 3rd Tuesday of each month at 6:00PM. Applications must be received three (3) weeks prior to the requested agenda.

PROPERTY INFORMATION	Property information can be found at the Nassau County Property Appraiser's Website → Map Search
Site Address	2233 Sadler Road, Fernandina Beach FL 32034
Parcel ID #(s)	00-00-30-0600-0001-0180

OWNER OF RECORD
As recorded with the Nassau County Property Appraiser

First Name	Harry & Constance
Last Name	King
Company (if applicable)	*Field not completed.*
Mailing Address	2233 Sadler Road, Fernandina Beach FL 32034
Telephone Number	904-333-6903
E-mail Address	ckingjjj@bellsouth.net

OWNER'S AGENT
If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included

First Name	*Field not completed.*
Last Name	*Field not completed.*
Company (if applicable)	*Field not completed.*
Mailing Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Telephone Number	*Field not completed.*
E-mail Address	*Field not completed.*
PROJECT INFORMATION	
Total Number of Lots/Parcels	1
< One (1) acre sq. footage	(E 1/2) of Lot 18 Block 2 Sadler Estates
> One (1) acre sq. footage	(E 1/2 of lot 18 Block 2 Sadler Estates
Existing Zoning Classification	R2
Existing Future Land Use Classification	Residential
Description of Request	Would like to annex 2233 Sadler Road property into city and connect to city sewer. Property built in 1987 and has city water. Property currently has septic tank and drain field which has failed. Property has no water nor sewer facilities. Harry L King III is 100% Disabled Military Veteran and this is an emergency. Would ask the City Commission to allow Voluntary Annexation Agreement/Petition for Annexation in order to connect to City Sewer. Thank you for your concern and help in this urgent matter. Harry L & Constance E King
Certification	By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the

	time of the application., I acknowledge that I understand and have complied with all of the submittal requirements and procedures.
Applicant's First Name	Harry & Constance
Applicant's Last Name	King
Today's Date	6/30/2020
Upload Supporting Documentation	King 001.tif
Upload 2	*Field not completed.*
Upload 3	*Field not completed.*
Upload 4	*Field not completed.*
Upload 5	*Field not completed.*

DEPARTMENT OF PLANNING & CONSERVATION
204 Ash Street | Fernandina Beach Florida 32604 | 904 310-3480 | www.fbfl.us/planning

Email not displaying correctly? View it in your browser.



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER

Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-30-0600-0001-0180

Owner Name	KING HARRY L III & CONSTANCE E
Mailing Address	2233 SADLER RD
	FERNANDINA BEACH, FL 32034
Location Address	2233 SADLER RD
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	Yes
Property Usage	SINGLE FAM 000100
Deed Acres	0
Short Legal	BLOCK 1 E1/2 OF LOT 18 IN OR 1452/4 SADLER ESTATES PB 2/68

2020 Preliminary Values

Land Value	$117,534
(+) Improved Value	$156,601
(=) Market Value	**$274,135**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$0
(=) Assessed Value	**$274,135**
(-) Homestead	$274,135
(-) Additional Exemptions	$0
(=) School Taxable Value	$274,135
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$274,135**

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

Property Search

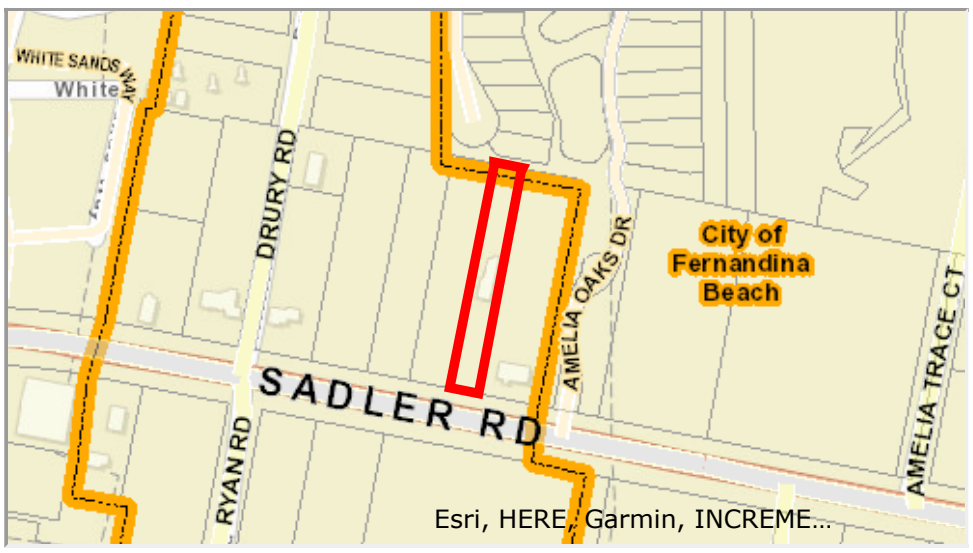
Map This Parcel

GIS Report

Property Record Card

Print Friendly Page

PARCEL MAP



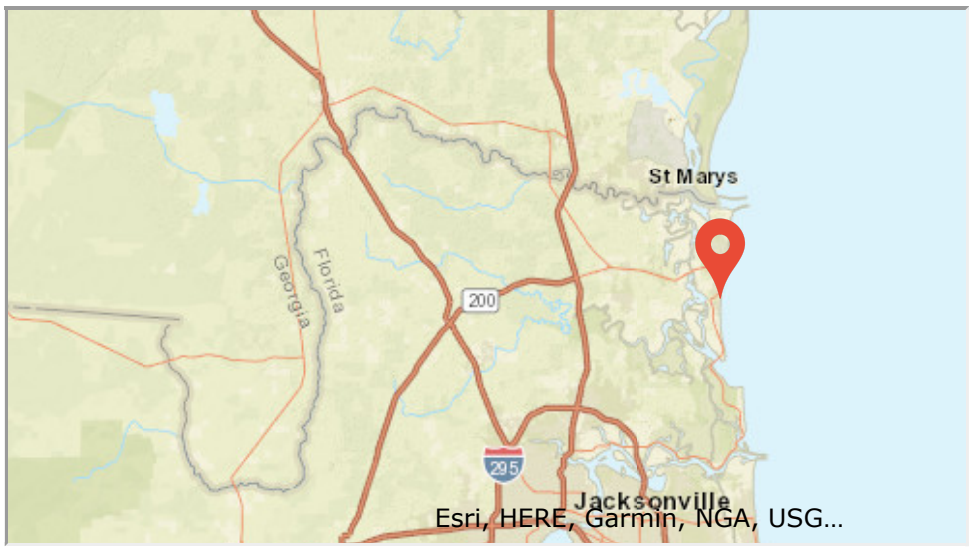
2019 AERIAL MAP



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
SINGLE FAM	1656	1656	1	2	WD FR STUC		AIR DUCTED	FORCED AIR	1987	

MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2019-08-15	2298 / 1597	$100	QC	U	Y	KING LIVING TRUST	KING HARRY L III & CONSTANCE E
2006-10-12	1452 / 4	$100	WD	U	Y	KING HARRY L III & CONSTANCE G EDDY	KING HARRY L III & CONSTANCE E TRUSTEES
2004-06-16	1238 / 1009	$100	QC	U	Y	EDDY CONSTANCE G	EDDY CONSTANCE G & HARRY L KING III
1999-12-30	913 / 1231	$100	QC	U	Y	KING HARRY L	EDDY CONSTANCE G
1999-08-13	895 / 375	$100	QC	U	Y	EDDY CONSTANCE G	KING HARRY L & CONSTANCE G EDDY
1998-03-19	826 / 1613	$100	QC	U	Y	EDDY JOHN O	EDDY CONSTANCE G
1986-05-01	489 / 499	$35,000	PR	U	Y		

RESOLUTION 2017-193

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR THREE PARCELS CONTAINING APPROXIMATELY 3.22 ACRES OF LAND LOCATED AT 2246 SADLER ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Fernandina Investments, LLC, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for three parcels containing approximately 3.22 acres located 2246 Sadler Road (Parcel ID Numbers: 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000, 00-00-30-0600-0002-0160); 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 and sewer 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 and sewer services to the property owners identified, whose property is located outside the corporate limits of the City at 2246 Sadler Road and noted as parcels 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000, 00-00-30-0600-0002-0160 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 5th day of December, 2017.

INSTR # 201736885, Book 2164, Page 1918
Pages 12
Doc Type UNK, Recorded 12/18/2017 at 10:55 AM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee $103.50
#3

CITY OF FERNANDINA BEACH

Robin C. Lentz

ROBIN C. LENTZ
Commissioner - Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

RESOLUTION 2017-
EXHIBIT "A"

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF
PARCEL ID NUMBER: 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000, 00-00-30-0600-0002-0160

LOCATED AT 2246 SADLER ROAD
TOTALING APPROXIMATELY 3.22 ACRES OF LAND



OFFICE USE ONLY

REC'D: 10/26/17 BY: KG

PAYMENT: $ 300 TYPE: V# 49012

APPLICATION #: 2017-00001546

CASE #:

CC MEETING DATE: 12/5/17

WATER/SEWER &VOLUNTARY ANNEXATION APPLICATION

APPLICANT INFORMATION

Owner Name: Fernandina Investments, LLC

Mailing Address: 1 Surry Court, Columbia, South Carolina 29212

Telephone: 803-772-2629 Fax:

Email: bpooser3@imichotels.com

Agent Name: Daniel McCranie / McCranie & Associates, Inc.

Mailing Address: 3 South 2nd Street, Fernandina Beach, Fl. 32034

Telephone: 904-335-8685 Fax:

Email: dan@mccranie-engineers.com

PROPERTY INFORMATION

Street Address: 2246 Sadler Road, Fernandina Beach, Fl. 32034

Parcel Identification Number(s): 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000
00-00-30-0600-0002-0160

PROJECT INFORMATION

Total Number of Lots/Parcels: 2 lots

Less than One (1) acre Sq. Footage: One (1) Acre or Greater: 3.22 Ac.

Existing Zoning Classification: CG - Nassau County

Existing Future Land Use Classification: Commercial

Description of Request: The owner of the subject property wishes to annex the property to be able to connect to the City's water and sewer system. All engineering and permitting approvals are proceeding with Nassau County, and said approvals are to transfer with the property.

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

10-5-17
Date

Signature of Applicant

STATE OF ~~FLORIDA~~ South Carolina
ss
COUNTY OF ~~NASSAU~~ Lexington

Subscribed and sworn to before me this 5th day of October, 2017.

Notary Public: Signature

Tammy L. Simpson
Printed Name

2-2-209
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE Fernandina Investments, LLC
(print name of property owner(s))

hereby authorize: Daniel McCranie / McCranie & Associates, Inc.
(print name of agent)

to represent me/us in processing an application for: annexation
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

(Signature of owner)

(Signature of owner)

(Print name of owner)

(Print name of owner)

STATE OF ~~FLORIDA~~ South Carolina
COUNTY OF ~~NASSAU~~ Lexington
ss

Subscribed and sworn to before me this 5th day of October, 2017

Notary Public: Signature

Tammy L. Simpson
Printed Name

2-2-2019
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 2nd day of December, 2017 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Fernandina Investments, LLC (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#: 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000
00-00-30-0600-0002-0160
GENERALLY DESCRIBED AS: Amelia Island Hotel

ADDRESSED AS: 2246 Sadler Road, 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

DALE L. MARTIN
City Manager

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: _____ By: _____
Applicant Applicant

STATE OF ~~FLORIDA~~ South Carolina
COUNTY OF Lexington

Sworn and subscribed before me this 5th day of October, 2017.

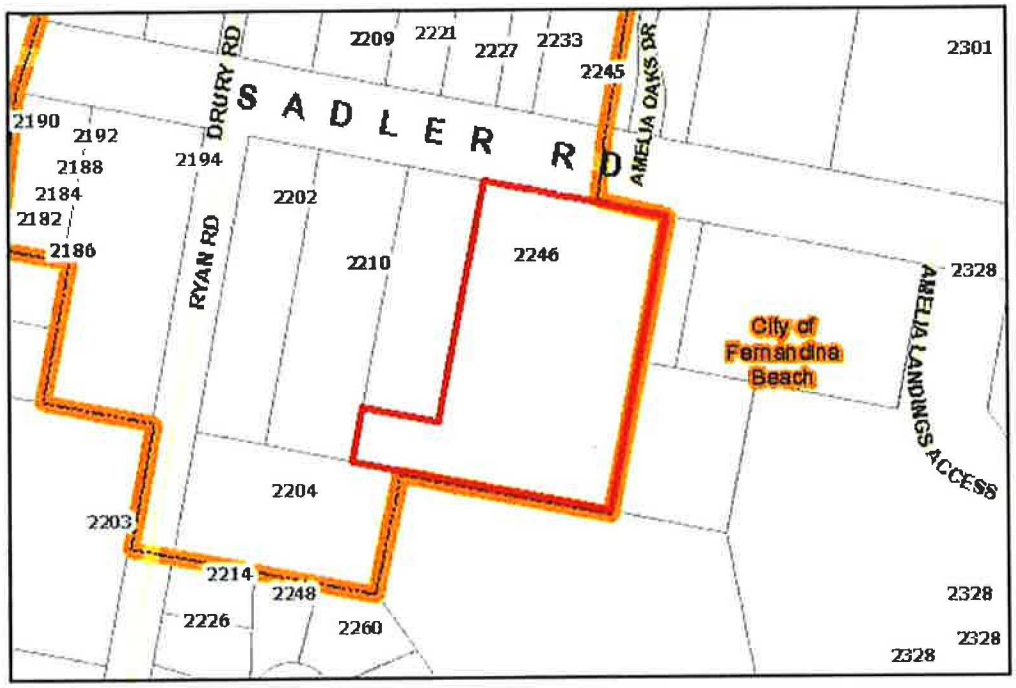
Signature of Notary
My Commission Expires: 2-2-2019
Type of Identification Produced Personally Known To Me

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

904-491-7300 www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser

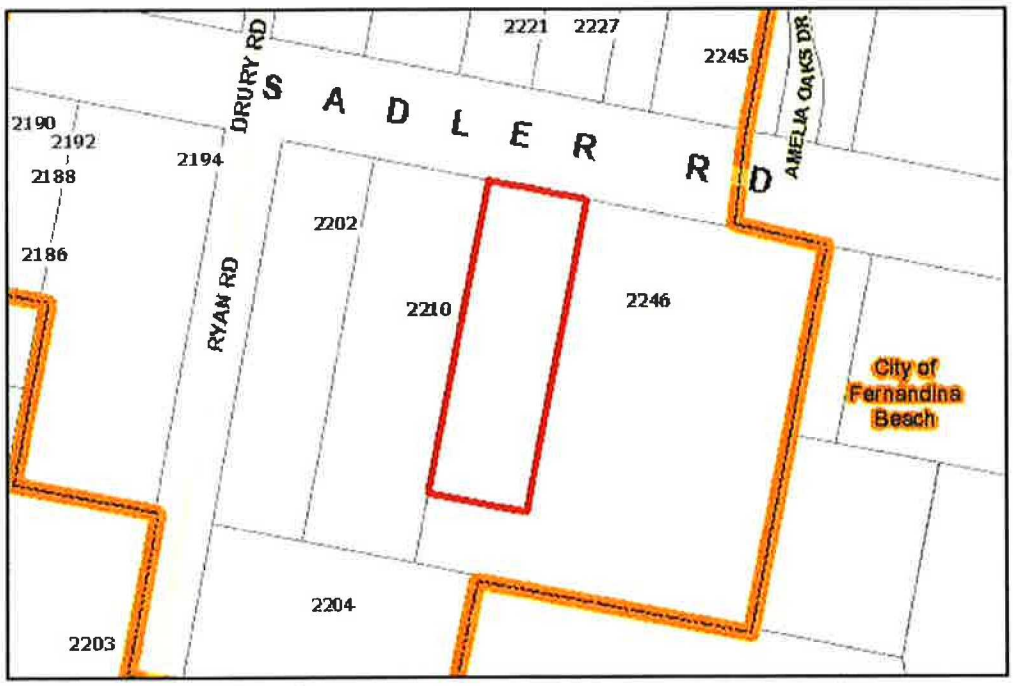


Parcel Report	Results
Parcel ID	29-3N-28-0000-0007-0000
Owner Information	DOUGLASS JOHN WESLEY II
Mailing Address	2246 SADLER ROAD FERNANDINA BEACH, FL 32034
Site Address	2246 SADLER RD FERNANDINA BEACH 32034
Previous Site Address (If Changed by 911)	2246 SADLER RD
Deed Acre	0.00
Approximate Acres (GIS Calculated)	2.47
Property Use Code	000100
Municipality	Unincorporated Nassau County
Census Tract	
MLS Zone	5 - Island
Subdivision	Not in a Subdivision

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

904-491-7300 www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser

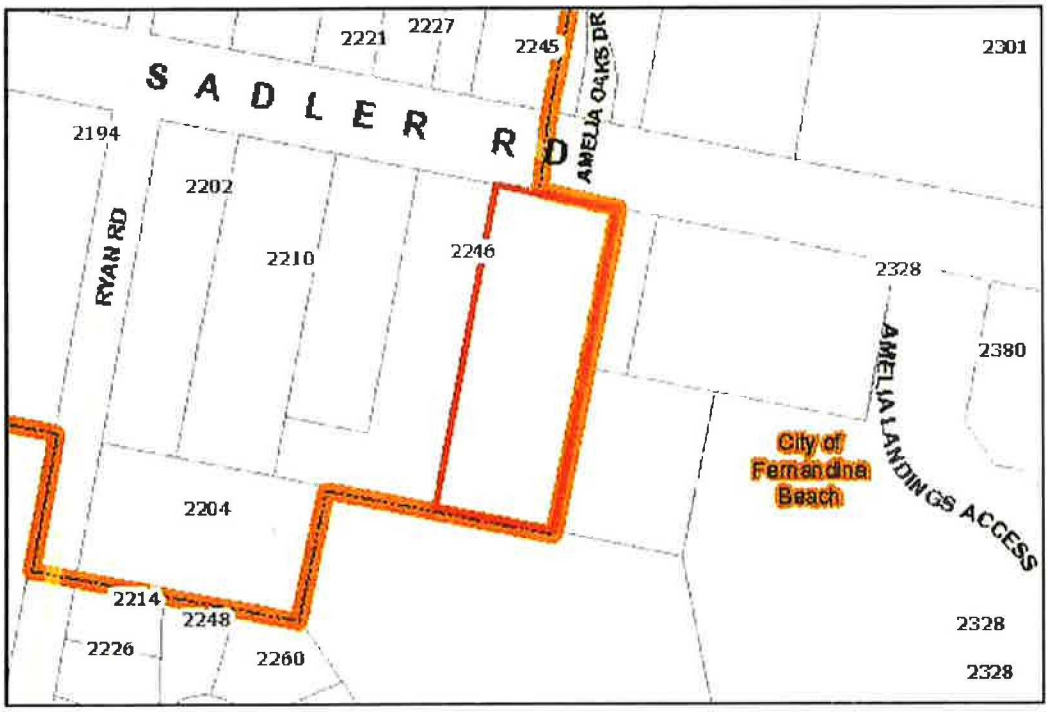


Parcel Report	Results
Parcel ID	29-3N-28-0000-0008-0000
Owner Information	FERNANDINA INVESTMENTS LLC
	1 SURREY CT
Mailing Address	
	COLUMBIA, CT 29212
Site Address	
Previous Site Address (If Changed by 911)	
Deed Acre	0.00
Approximate Acres (GIS Calculated)	0.77
Property Use Code	000000
Municipality	Unincorporated Nassau County
Census Tract	
MLS Zone	5 - Island
Subdivision	Not in a Subdivision

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

904-491-7300 www.NassauFLPA.com

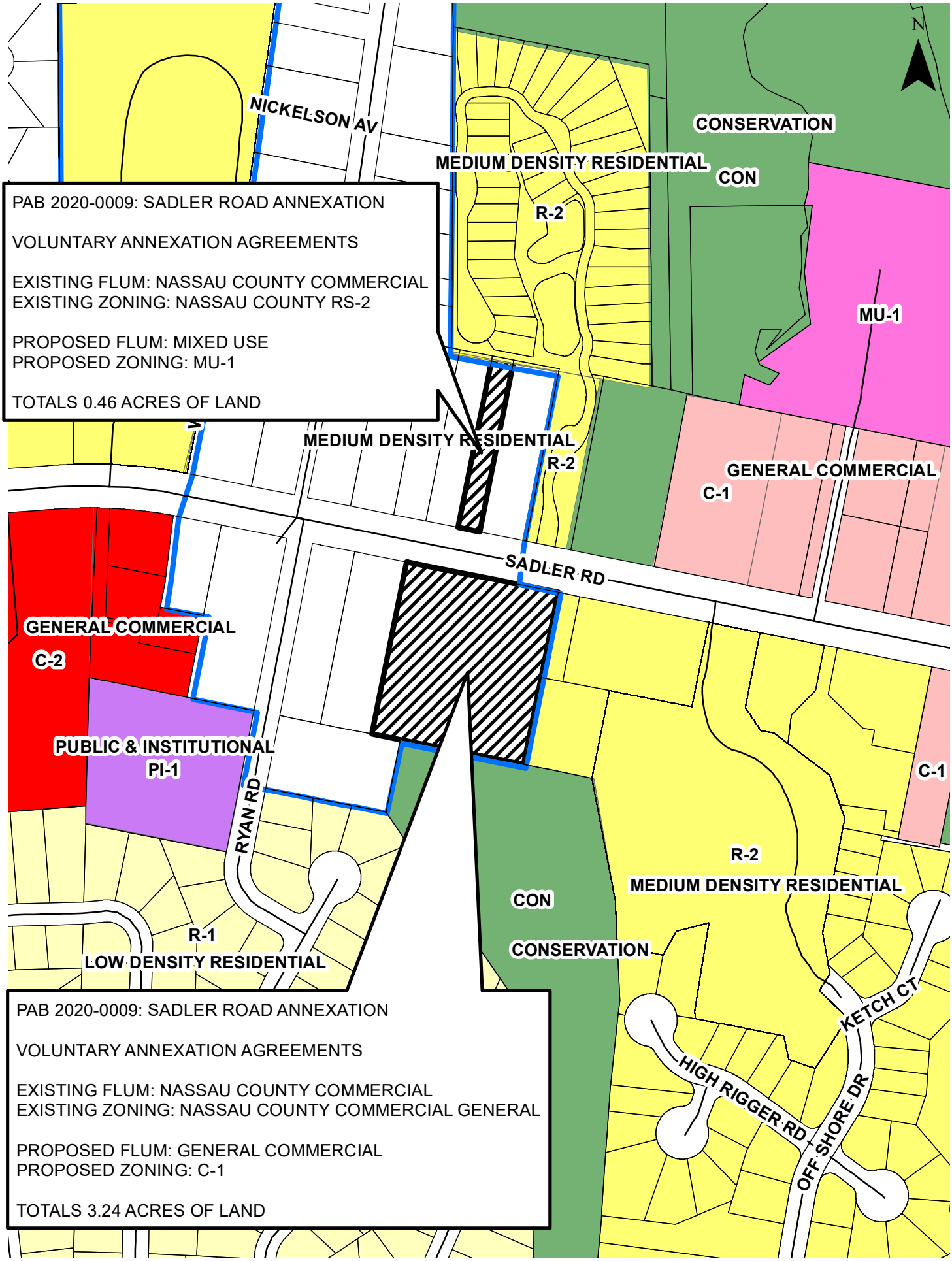
A. Michael Hickox
Nassau County Property Appraiser



Parcel Report	Results
Parcel ID	00-00-30-0600-0002-0160
Owner Information	DOUGLASS JOHN WESLEY II
	2246 SADLER ROAD
Mailing Address	
	FERNANDINA BEACH, FL 32034
Site Address	
Previous Site Address (If Changed by 911)	
Deed Acre	0.00
Approximate Acres (GIS Calculated)	
Property Use Code	000000
Municipality	Unincorporated Nassau County
Census Tract	
MLS Zone	5 - Island
Subdivision	Not in a Subdivision

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

Nassau County makes no warranties or guarantees, either expressed or implied as to the completeness, accuracy, or correctness of the data portrayed in this product nor accepts any liability, arising from any incorrect, incomplete or misleading information contained therein. All information, data and databases are provided "as is"

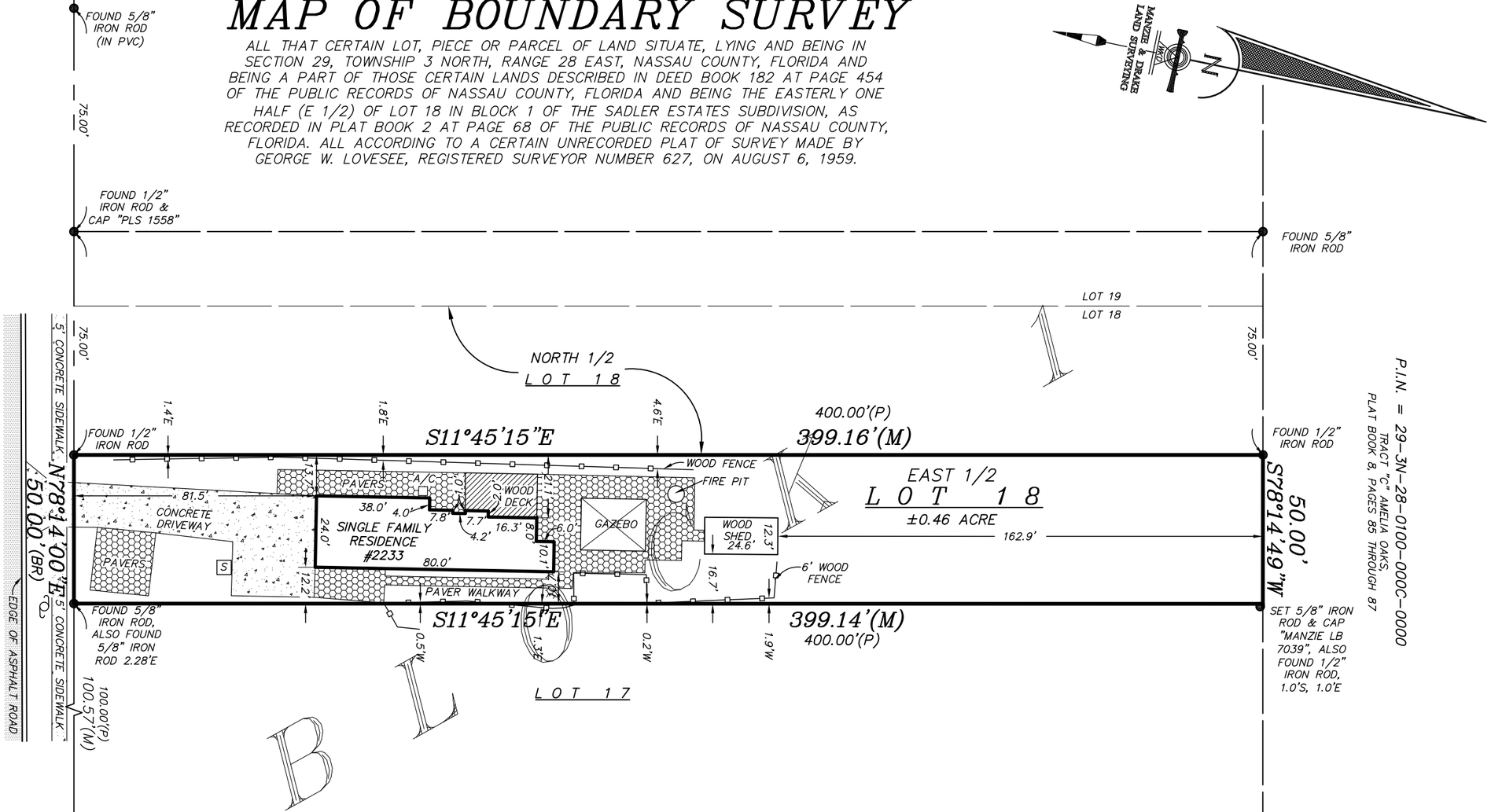

N
NICKELSON AV
CONSERVATION
MEDIUM DENSITY RESIDENTIAL
CON
R-2
MU-1
PAB 2020-0009: SADLER ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY RS-2
PROPOSED FLUM: MIXED USE
PROPOSED ZONING: MU-1
TOTALS 0.46 ACRES OF LAND
MEDIUM DENSITY RESIDENTIAL
R-2
GENERAL COMMERCIAL
C-1
SADLER RD
GENERAL COMMERCIAL
C-2
PUBLIC & INSTITUTIONAL
PI-1
RYAN RD
C-1
R-2
MEDIUM DENSITY RESIDENTIAL
CON
CONSERVATION
R-1
LOW DENSITY RESIDENTIAL
KETCH CT
HIGH RIGGER RD
OFF SHORE DR
PAB 2020-0009: SADLER ROAD ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: NASSAU COUNTY COMMERCIAL
EXISTING ZONING: NASSAU COUNTY COMMERCIAL GENERAL
PROPOSED FLUM: GENERAL COMMERCIAL
PROPOSED ZONING: C-1
TOTALS 3.24 ACRES OF LAND

MAP OF BOUNDARY SURVEY

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING A PART OF THOSE CERTAIN LANDS DESCRIBED IN DEED BOOK 182 AT PAGE 454 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND BEING THE EASTERLY ONE HALF (E 1/2) OF LOT 18 IN BLOCK 1 OF THE SADLER ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 2 AT PAGE 68 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. ALL ACCORDING TO A CERTAIN UNRECORDED PLAT OF SURVEY MADE BY GEORGE W. LOVESEE, REGISTERED SURVEYOR NUMBER 627, ON AUGUST 6, 1959.

CERTIFIED TO:
VYSTAR TITLE AGENCY
FIRST AMERICAN TITLE INSURANCE COMPANY
VYSTAR CREDIT UNION
CONSTANCE E. KING

PROPERTY ADDRESS:
2233 SADLER ROAD
FERNANDINA BEACH, FLORIDA 32034



LEGEND

A/C = AIR CONDITIONER
℄ = CENTERLINE
= CONCRETE FLATWORK
P.I.N. = PARCEL IDENTIFICATION NUMBER
[S] = SEWER CLEANOUT
= WOOD FENCE
= WOOD FLATWORK
= WOOD POWER POLE

SURVEY NOTES:

1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
4) Bearings shown hereon are based on N78°14'00"E for the Northerly right-of-way line of Sadler Road. The bearing reference line is indicated as thus (BR).
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid."
6) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0239G, Dated 08/02/2017. Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
7) **This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.**

REVISIONS:

1. REVISED ON 10/07/2019 TO SHOW CORRECTIONS TO SHED POSITION AND TO SHOW ADDITIONAL DIMENSIONING TO PROPERTY LINE FROM SHED. (WKD)

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL A. MANZIE, P.L.S. 4069

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"

"OUR ***SIGHTS*** ARE ON THE FUTURE,
SET YOUR ***SITES*** ON US."

SCALE: 1"=40' JOB NO: 20714 DATE: 09/11/2019 CADD: BH
F.B. NO: X-320 PAGE NO: 24 FIELD CREW: JM FILE NO: A-4949

COPYRIGHT © 2019 BY MANZIE AND DRAKE LAND SURVEYING

MAP OF ALTA/NSPS LAND TITLE SURVEY

PARCEL 1
ALL OF THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU, STATE OF FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF GOVERNMENT LOT 6, SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. BEING ALSO A PORTION OF THE LANDS DESCRIBED IN DEED RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 107, PAGE503. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 16, BLOCK 2, SADLER ESTATES, PLAT BOOK 2, PAGE 68 OF NASSAU COUNTY PUBLIC RECORDS; AND RUN SOUTH 11° 46' WEST ALONG THE WESTERLY LINE OF SAID LOT 16, A DISTANCE OF 400.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT; RUN THENCE NORTH 78° 14' WEST ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF BLOCK 2, SADLER ESTATES AFOREMENTIONED A DISTANCE OF 200.0 FEET TO THE SOUTHEAST CORNER OF LOT 17, BLOCK 2, SADLER ESTATES AFOREMENTIONED; RUN THENCE NORTH 11° 46' EAST ALONG THE EASTERLY LINE OF SAID LOT 17, A DISTANCE OF 73.3 FEET; RUN THENCE SOUTH 78° 14' EAST, A DISTANCE OF 100.0 FEET; RUN THENCE NORTH 11° 46' EAST, A DISTANCE OF 326.70 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SADLER ROAD (A 100.0 FOOT RIGHT OF WAY); RUN THENCE SOUTH 78° 14' EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING.

PARCEL2
LOT 16 AND THE WESTERLY ONE-HALF OF LOT 15, BLOCK 2, SADLER ESTATES, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCELS 1 AND 2 TOGETHER BEING THE SAME LANDS CONVEYED IN O.R. BOOK 107, PAGE 503

PARCEL3
A PORTION OF GOVERNMENT LOT 6, SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. BEING THE SAME LANDS DESCRIBED IN DEED RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY IN DEED BOOK 102, PAGES 276 PAGE 277. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 17, BLOCK 2, SADLER ESTATES, ACCORDING TO PLAT RECORDED IN THE AFORESAID PUBLIC RECORDS IN PLAT BOOK 2, PAGE 68; AND RUN SOUTH 11 DEGREES, 46 MINUTES WEST ALONG THE EASTERLY LINE OF SAID LOT 17, A DISTANCE OF 326.70 FEET; RUN THENCE SOUTH 78 DEGREES, 14 MINUTES EAST, A DISTANCE OF 100.0 FEET; RUN THENCE NORTH 11 DEGREES, 46 MINUTES EAST, A DISTANCE OF 326.70 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SADLER ROAD (A 100.0 FOOT RIGHT OF WAY); RUN THENCE NORTH 78 DEGREES, 14 MINUTES WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING.

SADLER ROAD
(100 FOOT RIGHT-OF-WAY)

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

SCHEDULE "B" SECTION II (EXCEPTIONS) AMERICAN LAND TITLE ASSOCIATION COMMITMENT BY OLD REPUBLIC TITLE INSURANCE COMPANY (COMMITMENT NO. 18-0149PV) COMMITMENT DATE: MARCH 15, 2018, 5:00PM REVISED APRIL 02, 2018						
ITEM NO.	TYPE OF DOCUMENT	RECORDING INFORMATION	SHOWN ON SURVEY	BLANKET	AFFECTS SUBJECT PROPERTY	SURVEYOR NOTES
8	Florida Public Utility Easement	DEED BOOK 102, PAGE 262	NO	NO	NO	Document does not make reference to easement granted to Florida Public Utilities.
9	Notice of Environmental Resource Permit	O.R.B. 2177, PG. 1097	YES	NO	YES	Reference to document made on map showing the recording information for Notice for Permit No. 151571-1.

LEGEND
℄ = CENTERLINE
☆ = LIGHT POLE
= CONCRETE FLATWORK
—x—x— = CHAIN LINK FENCE
—E—E— = OVERHEAD UTILITY WIRES
O.R.B. = OFFICIAL RECORDS BOOK
P.I.N. = PARCEL IDENTIFICATION NUMBER
= WOOD FENCE
= WOOD FLATWORK
= WOOD POWER POLE
= GATE VALVE
(C) = CALCULATED
(P) = PLAT
(T.C.) = TITLE COMMITMENT

SURVEY NOTES:
1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) American Land Title Association Commitment by Old Republic National Title Insurance Company, dated March 15, 2018 at 5:00pm, Commitment No. 18-0149PV, was referenced in the preparation of this survey.
4) Bearings shown hereon are based on N78°12'56"W for the Southerly right-of-way line of Sadler Road. The bearing reference line is indicated as thus (BR).
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
6) The property shown hereon lies within flood zone "X", "AE 6" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0239 G Dated 08/02/2017 Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
7) **This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.**

SURVEYORS CERTIFICATE
THE UNDERSIGNED, BEING A SURVEYOR OF THE STATE OF FLORIDA, CERTIFIES TO FERNANDINA INVESTMENT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY; CRABTREE LAW, P.A., d/b/a CRABTREE LAW GROUP; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; SYNOVUS BANK, NA AS FOLLOWS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 13, 14 & 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 04/23/2018.

THE PARTIES LISTED ABOVE ARE ENTITLED TO RELY ON THE SURVEY AND THIS CERTIFICATE AS BEING TRUE AND ACCURATE.

MICHAEL A. MANZIE, P.L.S. 4069

DATE SIGNED: 04/24/2018

MICHAEL A. MANZIE License Number 4069 STATE OF FLORIDA Professional Land Surveyor

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"
"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

SCALE: 1"=20' JOB NO: 19834 DATE: 04/23/2018 CADD: BH
F.B. NO: X-300 PAGE NO: 16 CREW: GS FILE NO: C-777-ALTA

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RYAN ROAD
POINT OF BEGINNING PARCEL 3 NORTHEAST CORNER OF LOT 17, BLOCK 2, SADLER ESTATES (PLAT BOOK 2, PAGE 68)
FOUND 1/2" IRON ROD
220.00'
CONCRETE DRIVE
6' WOOD FENCE
2.2'E
N11°47'04"E 400.43'
S11°46'00"W 326.70' 326.70' (T.C.)
P.I.N. = 29-3N-28-0000-0006-0010 O.R.B. 831, PAGE 1168 NOW OR FORMERLY THE LANDS OF BARBARA B. TOKE
FOUND 1/2" IRON PIPE
0.8'N
6' CHAIN LINK FENCE
73.73' N11°46'00"E 73.3' (T.C.)
O.R.B. 901, PAGE 1032 (TRACT 7) O.R.B. 107, PAGE 503
PARCEL 1 PER TITLE COMMITMENT O.R.B. 107 PAGE 503
PARCEL 3 PER TITLE COMMITMENT DEED BOOK 102, PAGES 276-277 O.R.B. 901, PAGE 1032 TRACT 7
N78°14'00"W 100.00' (T.C.)
CATCH BASIN
5' CONCRETE SIDEWALK
EDGE OF ASPHALT ROAD
S78°14'00"E 100.00'(T.C.)
0.3'S
A-14
N78°12'56"W
FLOOD ZONE "X" FLOOD ZONE "AE 6"
6' WOOD FENCE
O.R.B. 901, PAGE 1032 (TRACT 7) O.R.B. 107, PAGE 503
N11°46'00"E
DIRT DRIVEWAY
326.70'(T.C.)
WOODEN UTILITY POLE OVERHEAD LINES HAVE BEEN REMOVED (4/23/2018)
WOODEN UTILITY POLE OVERHEAD LINES HAVE BEEN REMOVED (4/23/2018)
±3.23 ACRES (TOTAL PROJECT ACREAGE)
V A C A N T
EARTH WORK AND TREE REMOVAL IN PROGRESS AS OF APRIL 23, 2018.
PARCEL 1 PER TITLE COMMITMENT
N78°12'56"W 100.00'
A-13
200.00' (T.C.)
WETLANDS DELINEATED BY LG2 SOLUTIONS 01/03/2017
POINT OF BEGINNING PARCEL 1 NORTHWEST CORNER OF LOT 16, BLOCK 2, SADLER ESTATES (PLAT BOOK 2, PAGE 68)
FOUND 1/2" IRON ROD
S11°46'00"W 400.00' (T.C.)
WESTERLY LINE OF LOT 16
O.R.B. 107 PAGE 503
PARCEL 2 PER TITLE COMMITMENT
A-12
A-11
FLOOD ZONE "X" FLOOD ZONE "AE 6"
P.I.N. = 29-3N-28-0000-0006-0000 O.R.B. 831, PAGE 1168 NOW OR FORMERLY THE LANDS OF SHERRY SUTTLEMIRE
L O T 16
JURISDICTIONAL WETLAND AREA + ENVIRONMENTAL RESOURCE + PERMIT NO. 151571-1 ISSUED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT O.R.B. 2177, PAGE 1097
A-10
A-9
A-8
A-7
A-6
A-5
A-4
A-3
A-2
A-1
WETLANDS DELINEATED BY LG2 SOLUTIONS 01/03/2017
FLOOD ZONE "X" FLOOD ZONE "AE 6"
LOT 16 LOT 15
CATCH BASIN
351.67'
151.70'(C) 150.00'(P)
WEST 1/2 OF L O T 1-5
SET 5/8" IRON ROD & CAP "MANZIE LB 7039"
203.45'
S11°49'24"W
FOUND 5/8" IRON ROD & CAP (ILLEGIBLE)
196.50'
399.96'
FOUND 1/2" IRON ROD
P.I.N. = 00-00-31-142L-000A-0000 O.R.B. 996, PAGE 1884 NOW OR FORMERLY THE LANDS OF ERIC KOLAR, P.A.
P.I.N. = 00-00-30-0600-0002-0151 O.R.B. 991, PAGE 1168 NOW OR FORMERLY THE LANDS OF PINELAND HOLDING COMPANY LLC
L O T 17 MANZIE & DRAKE FILE NO. B-646 P.I.N. = 00-00-30-0600-0002-0170 O.R.B. 1679, PAGE 1997 NOW OR FORMERLY THE LANDS OF DENUCO'S SOFT SERVE, LLC.

Engineering Plans
for

AMELIA ISLAND HOTEL

PARCEL IDs:
29-3N-28-0000-0007-0000
29-3N-28-0000-0008-0000

McCranie & Associates, Inc.

Land Development • Roadway Design • Permitting
3 South 2nd St. • Fernandina Beach, Florida 32034
904/335-8685

Issue Date:
August 2017
Revised November 2017

Released for construction _____ by _____

5:07:02 PM 11/13/2017 N:\Projects\AmelialalandHotel\roadway\KEYSRD01.dgn

GENERAL NOTES

SITE / GEOMETRY

1. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A. REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S PRICE FOR PERFORMING THE WORK.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS, EITHER SURFACE OR SUBSURFACE, WHICH MAY AFFECT THE WORK TO BE PERFORMED, AND THE EQUIPMENT, LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR IS URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THIS PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO AID IN RESOLVING POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF THE PROJECT. ALL COSTS ASSOCIATED WITH PRELIMINARY INVESTIGATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER.

4. ELEVATIONS ARE BASED ON U.S.C.& G. DATUM 1988 NAVD.

5. TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY: COASTAL LAND SURVEYORS (904) 261-8950

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING, RIGHT-OF-WAY PERMITS NOT PROVIDED, AND INSURANCE REQUIRED FOR THE PROJECT.

7. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION & REPAIR.

8. THE CONTRACTOR SHALL ADVISE THE OWNER'S AUTHORIZED REPRESENTATIVE OF PLANNED WORK SCHEDULE. THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS. IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD, AND THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.

9. "AS-BUILT" DRAWINGS - AS-BUILTS ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION, AND SUBMITTAL OF AS-BUILT DRAWINGS IN ACCORDANCE WITH THE NASSAU COUNTY AS-BUILT REQUIREMENTS CHECKLIST.

10. "AS-BUILT" RECORD DATA AND INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR. RECORD DRAWINGS SHALL BE SUPPLIED TO THE ENGINEER OF RECORD AND NASSAU COUNTY.

11. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.

12. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR ON A DAILY BASIS.

13. ALL EXCESS SUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER OR RECORD.

14. ALL EXISTING TREES LISTED TO REMAIN SHALL BE PRESERVED AND PROTECTED.

15. THE LOCATION OF ALL EXISTING UTILITIES, STRUCTURES, AND IMPROVEMENTS ON THE DRAWINGS ARE BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN FIELD VERIFIED. THE LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OTHER IMPROVEMENTS PRIOR TO COMMENCING ANY CONSTRUCTION. IF THE LOCATIONS SHOWN ARE CONTRARY TO ACTUAL FIELD LOCATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY. THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITY IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR REPAIRS OR PAYMENTS FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS, AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH THEY SHALL CONNECT.

16. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER OF RECORD ON ALL MATERIALS, FOR REVIEW AND APPROVAL, PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY OR STRUCTURE.

17. UNSUITABLE MATERIALS UNDER WATER, SEWER, OR STORM PIPE AND/OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL COMPACTED TO 98% OF IT'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557).

18. ALL WATER & SEWER CONSTRUCTION SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES.

19. WHEN DEWATERING CAPACITY REQUIRES A PERMIT (CUP), IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

20. WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY HAZARD. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. WHERE PARALLEL WATER AND SEWER MAINS HAVE LESS THAN 10 FOOT HORIZONTAL SEPARATION, 20 FOOT LENGTHS OF C900 (DR18) WATER QUALITY PIPE SHALL BE USED WITH THE JOINTS STAGGERED AT 10 FOOT INTERVALS. THE PIPES SHALL BE PLACED IN SEPARATE TRENCHES WITH THE WATER MAIN AT LEAST 18 INCHES ABOVE THE SEWER. 6" MIN VERTICAL SEPARATION IS REQUIRED WITH50 FT JOINT (C-900 WATER MAIN) CENTERED AND MINIMUM 30" BURY IS REQUIRED.

21. WATER MAINS CROSSING SANITARY HAZARDS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER MAIN. WHERE WATER AND SEWER MAINS CROSS WITH BETWEEN 18 INCHES AND 6 INCHES OF VERTICAL CLEARANCE, A 20 FOOT SECTION OF C900 (DR18) WATER QUALITY PIPE SHALL BE CENTERED ON THE POINT OF THE CROSSING. THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL SEPARATION. THE MINIMUM SEPARATION BETWEEN WATER AND SEWER PIPES IS TO BE 6 INCHES OUTSIDE DIAMETER TO OUTSIDE DIAMETER.

22. NO WATER MAIN PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE.

23. TRACER WIRE SHALL BE PROVIDED ON ALL WATER MAINS AND FORCE MAINS. TRACER WIRE SHALL BE A MINIMUM OF 14 GUAGE SOLID COPPER WIRE, COATED, AND SUITABLE FOR BURIAL. WIRE SHALL BE ATTACHED DIRECTLY TO TOP OF PIPE AND BROUGHT INTO EACH VALVE BOX AND COILED TO ALLOW FOR EASY ACCESS AND EXTENSION ABOVE FINISHED GRADE FOR ATTACHMENT OF LOCATING EQUIPMENT.

24. ALL PIPE LENGTHS ARE APPROXIMATE DIMENSIONS, ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE MISCELLANEOUS DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS.

25. ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.

26. GRADES SHOWN ON PLANS ARE EDGE OF PAVEMENT FINISHED GRADES UNLESS OTHERWISE NOTED.

27. SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.

28. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFICALLY STATED.

29. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE. EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS. RE-VEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED IMMEDIATELY TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION.

30. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD BEFORE COMMENCING WORK.

31. IN COUNTY R/W, THE MINIMUM DEPTH REQUIREMENT UNDER PAVEMENT IS 42" AND 36" IN UNPAVED AREAS FOR SEWER, FORCE, AND WATER MAINS.

32. ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.

33. IN ADDITION TO THE SPECIFICATIONS AND DETAILS PROVIDED FOR THIS CONTRACT, THE NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS (LATEST REVISION) SHALL ALSO BE USED FOR ANY ITEMS NOT COVERED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A SET OF ROADWAY AND DRAINAGE STANDARDS FROM THE COUNTY.

34. BACKFILL MATERIAL SHALL BE COMPACTED TO 100% (| 2%) PER NASSAU COUNTY REQUIREMENTS UNDER EXISTING AND PROPOSED ROADWAYS.

35. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER OF RECORD.

36. STATIONING REFERS TO THE CENTERLINE OF THE ROADWAY EXCEPT AS NOTED ON PLANS. WHERE PAVEMENT SPLITS, THE STATIONING FOLLOWS THE INSIDE EDGE OF PAVEMENT UNTIL ROADWAY TRANSITIONS BACK TO THE TYPICAL ROADWAY SECTION

37. ALL CONSTRUCTION, MATERIAL, AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH NASSAU COUNTY STANDARDS.

38. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, LATEST EDITION; INSTALL PAVEMENT MARKINGS IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17346.

WATER NOTES

1. IN COUNTY R/W, THE MINIMUM DEPTH REQUIREMENT UNDER PAVEMENT IS 42" AND 36" IN UNPAVED AREAS FOR SEWER, FORCE, AND WATER MAINS. ALL WATER MAINS SHALL BE FLUSHED IN ACCORDANCE WITH, AND UNDER THE DIRECTION OF THE UTILITY COMPANY.

2. THRUST RESTRAINTS ARE REQUIRED IN ACCORDANCE WITH THE UTILITY COMPANY STANDARDS WHERE WATER MAINS ARE TERMINATED AND AT ALL BENDS AND TEES.

3. TIE RODS SHALL BE INSTALLED ON ALL VALVES LOCATED AT FITTINGS. ALL 10" AND LARGER VALVES SHALL REQUIRE FOUR (4) TIE RODS.

4. UNLESS OTHERWISE NOTED, WATER MAINS ARE TO BE PVC DR18, C-900, CLASS 150.

5. ALL WATER MAINS SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA C-600-87, AND OR JEA'S APPLICABLE STANDARDS AND SPECIFICATIONS. ALL WATER MAIN DISINFECTION SHALL BE IN ACCORDANCE WITH AWWA C651 AND OR JEA'S APPLICABLE STANDARDS AND SPECIFICATIONS. NO CONNECTION TO EXISTING POTABLE WATER SYSTEM SHALL BE ALLOWED UNTIL ALL PROPOSED WATER MAINS HAVE BEEN PRESSURE TESTED, DISINFECTED, AND CLEARED FOR SERVICE. THE UTILITY COMPANY'S AUTHORIZED REPRESENTATIVE MUST BE NOTIFIED 48 HOURS PRIOR TO PERFORMING THE PRESSURE TEST AND MUST BE PRESENT.

6. THE CONTRACTOR SHALL AVOID SERVICE INTERRUPTIONS AND MAINTAIN ANY EXISTING WATER SERVICE TO MEET THE SYSTEM DEMANDS AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF AFFECTED CUSTOMERS OF THE UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF ANY INTERRUPTION OF SERVICE. BOIL WATER NOTICES SHALL BE DELIVERED IN ACCORDANCE WITH THE UTILITY COMPANY BOIL WATER NOTICE REQUIREMENTS.

7. ALL MAIN FLUSHING POINTS SHALL BE SAME SIZE AS MAIN UP TO 8 INCH WATER MAINS. FLUSHING POINTS FOR MAINS LARGER THAN 8 INCH SHALL BE REDUCED TO 8 INCH.

8. ALL WATER MAINS SHALL BE DISINFECTED USING LIQUID CHLORINE OR HYPOCHLORITES IN ACCORDANCE TO AWWA C651-86. WATER IN MAIN SHALL MAINTAIN A CHLORINE RESIDUAL OF 50 MG/L FOR A MINIMUM OF 24 HOURS. WATER MAIN SHALL NOT BE PLACED IN SERVICE UNTIL CLEARANCE HAS BEEN PROVIDED BY THE APPROPRIATE REGULATING AGENCY AND JEA.

9. IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH, WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. BASED ON APPROVAL OF THE PERMITTING AGENCY, DUCTILE IRON PIPE, FITTINGS, AND SOLVENT RESISTANT GASKET MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED. ANY CONTAMINATED SOIL THAT IS EXCAVATED SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATER PROOF COVERING. THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL.

10. 2" FLUSHING HYDRANTS SHALL BE INSTALLED AT ALL DEAD END LINES AND MAIN LINE STUB-OUTS.

11. A SEPARATE WATER SERVICE SHALL BE REQUIRED FOR EACH UNIT SERVED AND SHALL BE INSTALLED 2 FEET EITHER SIDE OF PROPERTY LINE. ALL WATER SERVICES SHALL BE MARKED WITH A "W" ETCHED ON THE CURB. ALL VALVES SHALL BE MARKED WITH A "V" ETCHED ON THE CURB.

12. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY COMPANY'S STANDARDS.

13. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED AT THE CONSUMER'S METER OR AT THE PROPERTY LINE WHEN A METER IS NOT USED.

14. BACKFLOW PREVENTION ASSEMBLIES SHALL BE TESTED BY A STATE OF FLORIDA LICENSED BACKFLOW TECHNICIAN. SUBMIT BACKFLOW ASSEMBLY TEST REPORTS TO JEA ATTN: BILL POUND, 21 W CHURCH ST. T-4 JACKSONVILLE, FL 32202. BACKFLOW PREVENTION ASSEMBLIES SHALL BE SELECTED AND INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF JEA'S CROSS CONNECTION CONTROL POLICY MANUAL; CONTACT BILL POUND AT (904) 665-5787.

15. CONTACT CHRIS BARRINGTON - JEA NEW DEVELOPMENT - 904-665-4081 TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO BEGINNING CONSTRUCTION.

INDEX

SHEET #	DESCRIPTION
1	COVER SHEET
2	INDEX SHEET
3	PRE-DEVELOPMENT DRAINAGE MAP
4	POST-DEVELOPMENT DRAINAGE MAP
5	PRELIMINARY BINDING SITE PLAN
6 - 9	TREE PRESERVATION PLAN
10	GRADING PLAN
11	GEOMETRY PLAN
12	LANDSCAPE PLAN
13	WATER AND SEWER PLAN
14 - 16	MISCELLANEOUS DETAILS

SEWER NOTES

1. THE CONTRACTOR SHALL PROVIDE, TO THE ENGINEER OF RECORD , A SCHEDULE OF INVERT ELEVATIONS OF ALL SANITARY MANHOLES PRIOR TO THE PLACEMENT OF THE LIME ROCK BASE COURSE. THIS SCHEDULE TO BE PROVIDED BY THE REGISTERED LAND SURVEYOR SUBMITTING THE "AS-BUILT" DRAWINGS FOR THIS PROJECT.

2. SANITARY SEWER SERVICES SHALL BE 6"PVC WITH A MINIMUM SLOPE OF 0.006 FEET PER FOOT AND SHALL BE TERMINATED AT THE RIGHT-OF-WAY LINE WITH A DEPTH OF 24" TO 48" FROM THE FINAL FINISHED GRADE OF THE DEVELOPED LOTS. DEPTHS GREATER THAN 48" FROM FINAL FINISHED GRADE SHALL BE READJUSTED BY THE DEVELOPER AT HIS COST.

3. ALL MANHOLE FRAMES AND COVERS TO BE ADJUSTED TO FINAL FINISHED GRADE.

4. A SEPARATE SEWER SERVICE (6" MIN.) SHALL BE PROVIDED TO THE RIGHT-OF-WAY FOR EACH LOT BEING SERVED. AN "S" SHALL BE ETCHED INTO THE CURB DIRECTLY OVER EACH SERVICE LINE OR IN THE STREET SIDE OF A SIDEWALK IN LINE WITH THE CLEANOUT.

5. GRAVITY SEWER TO BE GREEN IN COLOR

6. NEW GRAVITY SEWER SYSTEM SHALL BE PLUGGED AT NEAREST EXISTING DOWNSTREAM MANHOLE AND SHALL NOT BE REMOVED WITHOUT AUTHORIZATION FROM THE JEA. EXISTING MANHOLES TO BE COREBORED AND ARRANGEMENTS MADE TO BE REFURBISHED WITH COMPATIBLE MATERIALS IF THE EXISTING MANHOLE IS ALLOWED TO BE USED.

7. FINISHED FLOOR ELEVATIONS SHALL BE GREATER (HIGHER) THAN THE ELEVATION OF THE MANHOLE NEAREST THE SERVICE LATERAL IN ORDER TO AVOID A POTENTIAL BACKUP OF SEWERAGE IN THE HOUSE OR BUILDING.

8. FORCE MAIN MUST PASS A PRESSURE TEST PRIOR TO ACCEPTANCE OF THE SYSTEM. THE PRESSURE TEST SHALL COMPLY WITH AWWA C-600 SECTION 4.1 STANDARD FOR HYDROSTATIC TESTING. PRESSURE TEST MUST BE WITNESSED AND APPROVED BY AN AUTHORIZED THE UTLITY COMPANY REPRESENTATIVE.

9. ALL GRAVITY SEWER PIPE (WITH LATTERALS) TO A 12 FOOT DEPTH OF COVER SHALL BE ASTM D3034 SDR-35 PVC PIPE. GRAVITY SEWER PIPE WITH COVER OF 12 FEET (AND IN EASMENT) AND GREATER SHALL BE C900-DR18 OR SDR-26. JOINT SHALL BE OF THE BELL AND SPIGOT TYPE AND MEET THE REQUIREMENTS OF THE PIPE REFFERED BEING USED. SEE JEA SEWER STANDARDS FOR MORE DETAIL

10. WHEN A PROPERTY LINE CAN NOT BE DEFINED, THE SEWER CLEANOUT SHALL BE PLACED IN AN UNPAVED AREA AT A DISTANCE NO GREATER THAN 30 FEET FROM THE SEWER MAIN.

11. ALL GRAVITY SEWER MAINS SHALL BE DEFLECTION TESTED WITH A 5% MANDREL AS SUPPLIED BY THE CONTRACTOR AND CERTIFIED TO ACCURACY EACH YEAR. CERTIFICATION OF ACCURACY SHALL BE PROVIDED TO JEA. THE SEWER LINES TO BE TV INSPECTED AND THE ALIGNMENT BETWEEN MANHOLES CHECKED BY USING LIGHTS, LASER BEAMS OR OTHER SUITABLE MEANS.

12. FRAME AND COVER ADJUSTMENT RINGS SHALL BE MANUFACTURED OF THE SAME MATERIAL AS THE MANHOLES.

13. SEWER PLUGS USED DURING THE CONSTRUCTION OR CONNECTION TO A SYSTEM SHALL HAVE THE CONTRACTOR'S NAME PERMANENTLY STAMPED.

14. THE FRP MANHOLE LINER SHALL BE DESIGNED AND FABRICATED TO BE INSTALLED VERTICALLY INSIDE AN EXISTING MANHOLE, AND SHALL NOT BE LOAD BEARING STRUCTURE. THE ANNULAR SPACE BETWEEN THE OUTSIDE DIAMETER OF THE LINER AND INSIDE DIAMETER OF THE EXISTING MANHOLE WALL SHALL BE FILLED WITH CONCRETE GROUT.

15. IN ACCORDANCE WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REQUIREMENTS, LEAKAGE TESTING SHALL BE PERFORMED ON ALL SEGMENTS OF THE SEWER SYSTEM. TESTING MAY INCLUDE APPROPRIATE WATER OR LOW PRESSURE AIR TESTING. TEST METHODS SHALL TAKE INTO CONSIDERATION THE RANGE IN GROUNDWATER ELEVATIONS DURING THE TEST AND ANTICIPATED DURING THE DESIGNED LIFE OF THE SEWER. LEAKAGE TESTING BASED ON THE WATER (HYDROSTATIC) TEST SHALL NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM USING A MINIMUM POSITIVE HEAD OF 2 FEET. LEAKAGE TESTING BASED ON THE LOW PRESSURE AIR TEST SHALL, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM F-1417.

16. IN COUNTY R/W, THE MINIMUM DEPTH REQUIREMENT UNDER PAVEMENT IS 42" AND 36" IN UNPAVED AREAS FOR SEWER, FORCE, AND WATER MAINS OR DUCTILE IRON PIPE CASING\ CONCRETE ENCASEMENT AS SPECIFIED.

17. ALL LINED FORCE MAIN FITTINGS SHALL BE HOLIDAY TESTED FOR DEFECTS PRIOR TO INSTALATION.

LEGEND

- EXISTING VALVE
- EXISTING WATER LINE (W)
- EXISTING SANITARY SEWER (10" PVC)
- EXISTING FIRE HYDRANT
- PROPOSED SANITARY SEWER
- PROPOSED WATER LINE (W)
- PROPOSED FIRE HYDRANT
- EXISTING EDGE OF PAVEMENT
- EXISTING PROPERTY LINE
- PROPOSED SPOT ELEVATION (15.3)
- PROPOSED CONTOUR (15.0)
- PROPOSED EDGE OF PAVEMENT
- PROPOSED PROPERTY LINE
- PROPOSED R.O.W. LINE
- EXISTING TREE (6" PINE)
- EXISTING CONTOUR (15)
- SILT FENCE
- WETLAND BUFFER

LOCATION MAP



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record: Daniel I. McCranie, P.E. P.E. # 50627
M&A McCranie & Associates, Inc.
3 South 2nd Street
Fernandina Beach, FL 32034
(904) 335-8685
Certificate of Authorization No. 8269

AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

INDEX SHEET

SHEET NO. 2

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EXISTING BUSINESS

DA-PRE
2.34 Ac.

EXISTING DRIVEWAY
TO BE REMOVED

EXISTING BUILDING
TO BE REMOVED

EXISTING BUILDING
TO BE REMOVED

DRAINAGE BASIN
BOUNDARY (TYP)

100 YR FLOOD
BOUNDARY (TYP)

WETLAND
LINE

PROPERTY
LINE (TYP)

CATCH BASIN TOP
ELEVATION = 10.00' NAVD 1988

CATCH BASIN TOP
ELEVATION = 8.69' NAVD 1988

SADLER ROAD

0 10 40
Feet

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

PRE DEVELOPMENT

SHEET NO. 3

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SEE GRADING SHEET FOR DIVERSION SWALE.

MODIFY INLET TOP TO GRATE INLET

CATCH BASIN TOP ELEVATION = 10.00' NAVD 1988

DRAINAGE BASIN BOUNDARY (TYP)

DA-1 0.53 Ac.

DA-2 0.30 Ac.

DA-3 0.35 Ac.

DA-4 0.56 Ac.

DA-P1 0.60 Ac.

FF=11.8

S-1

S-2

S-3

S-4

S-5

0.5%

1%

IMPACTED WETLANDS (0.1 AC)

IMPACTED WETLANDS (0.2 AC)

WETLAND LINE

PROPERTY LINE (TYP)

WEIR 1 (EL. 7.30)

TOP OF BANK

POND 1
TOB = 9.0
BOTTOM = -1.0
1:4 SLOPES

SADLER ROAD

CATCH BASIN TOP ELEVATION = 8.69' NAVD 1988

0 10 40
Feet

Pipe Table

Pipe	Upstream Structure	Downstream Structure	Length (ft)	Size (in)	Type	Upstream Invert (ft)	Downstream Invert (ft)	Slope (%)
P-1	S-1	S-2	212	18	RCP	6.50	5.96	0.25
P-2	S-2	S-3	148	18	RCP	5.96	5.58	0.25
P-3	S-3	S-4	212	18	RCP	5.58	5.04	0.25
P-4	S-4	S-5	90	18	RCP	5.04	4.41	0.71

S-1 TOP/INLET EL = 11.0
S INV EL = 6.50

S-2 TOP/INLET EL = 11.0
N INV EL = 5.96
E INV EL = 5.96

S-3 TOP/INLET EL = 10.5
W INV EL = 5.58
N INV EL = 5.58

S-4 TOP/INLET EL = 10.5
S INV EL = 5.04
E INV EL = 5.04

S-5 18" MES
W INV EL = 4.41

WEIR 1 TOP EL = 9.00
WEIR EL = 7.30
ORIFICE = 6.00
INV EL = 6.00

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. # 50627
3 South 2nd Street
Fernandina Beach, FL 32034
(904) 335-8685
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AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

POST DEVELOPMENT

SHEET NO. 4

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DIVERSION SWALE

DA-1
0.53 Ac.

DA-2
0.29 Ac.

DA-3
0.35 Ac.

DA-4
0.56 Ac.

DA-P1
0.60 Ac.

FF=11.8

MODIFY INLET TOP
TO GRATE INLET

CATCH BASIN TOP
ELEVATION = 10.00' NAVD 1988

DRAINAGE BASIN
BOUNDARY (TYP)

0 10 40
Feet

PROPERTY LINE
PARKING LOT
5'
1:2.5
1:2.5

DIVERSION SWALE DETAIL

S-1
S-2
S-3
S-4
S-5

WETLAND
LINE

WEIR 1
(EL. 7.30)

TOP OF
BANK

PROPERTY
LINE (TYP)

SADLER ROAD

CATCH BASIN TOP
ELEVATION = 8.69' NAVD 1988

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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3 South 2nd Street
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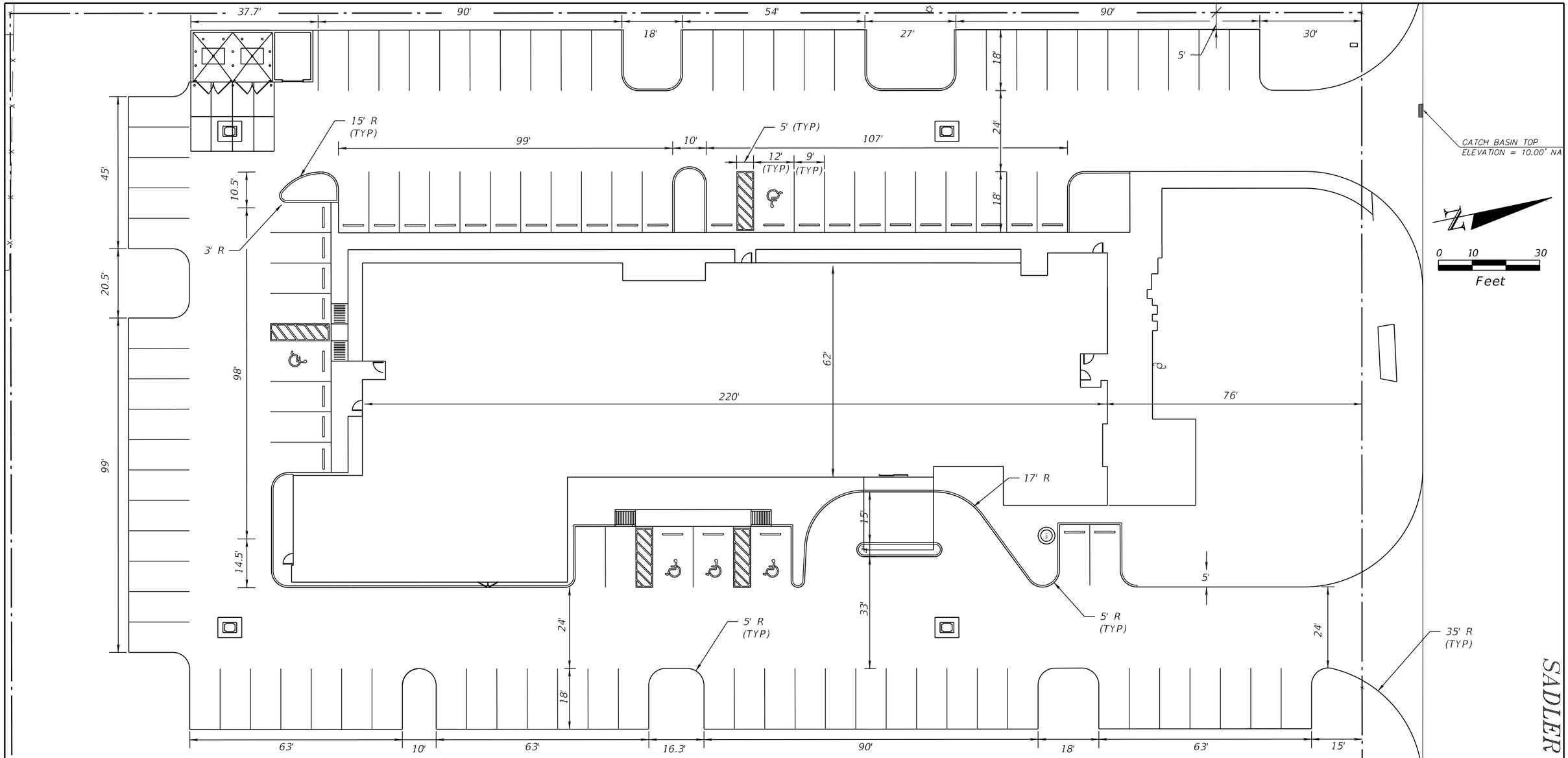
AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

GRADING

SHEET NO. 10

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record: Daniel I. McCranie, P.E.
P.E. # 50627
3 South 2nd Street
Fernandina Beach, FL 32034
(904) 335-8685
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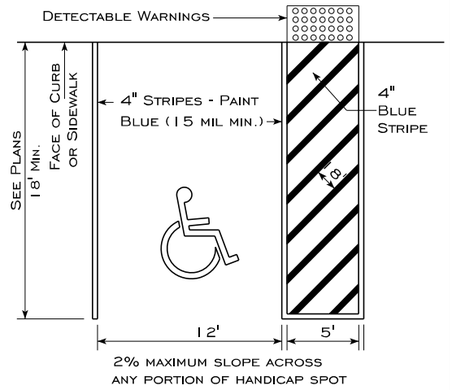
AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

GEOMETRY PLAN

SHEET NO. 11

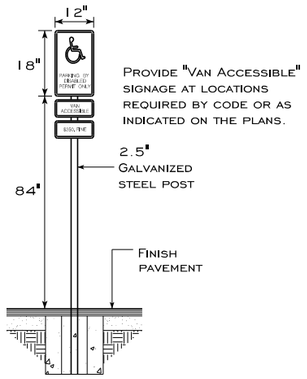
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TYPICAL DISABLED PARKING

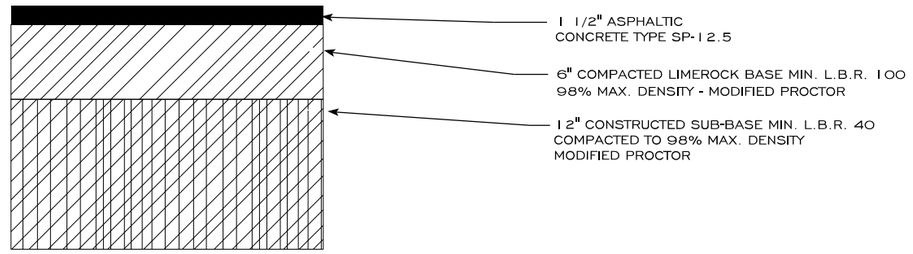
NOTES:

1. ALL SIGNS SHOWN SHALL CONFORM TO FEDERAL ACCESSIBILITY SPECIFICATIONS.
2. ALL SIGNS SHOWN SHALL BE REFLECTORIZED TO SHOW THE SAME COLOR BY NIGHT AS BY DAY.
3. ALL SIGNS SHALL BE SECURELY MOUNTED GALVANIZED STEEL CHANNEL POSTS.
4. INSTALL QUANTITY AND AT LOCATIONS REQUIRED BY CODE AND/OR AS INDICATED ON DRAWINGS. CONFIRM ALL HANDICAPPED SIGNAGE CODES.



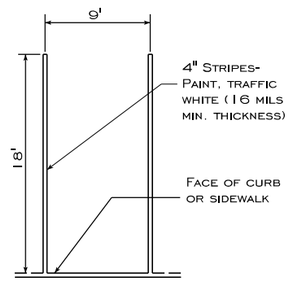
PROVIDE "VAN ACCESSIBLE" SIGNAGE AT LOCATIONS REQUIRED BY CODE OR AS INDICATED ON THE PLANS.

ACCESSIBLE PARKING SIGN DETAIL

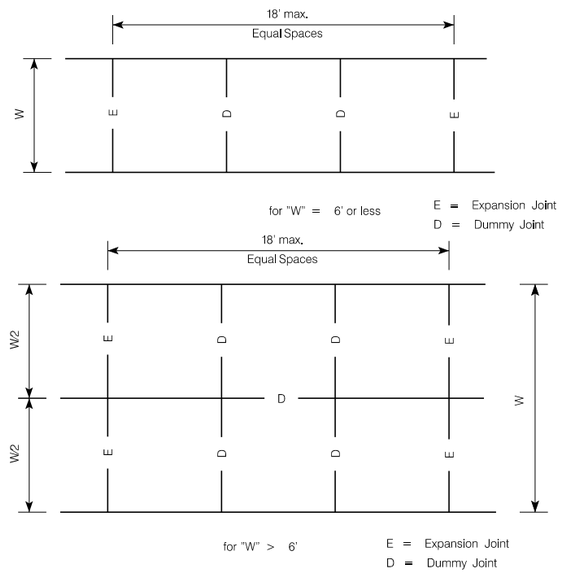


NOTE:
16" SOD STRIP REQUIRED ADJACENT TO ALL ROAD WORK

TYPICAL PAVEMENT SECTION - ALL DRIVEWAYS



STRIPING DETAIL



SIDEWALK JOINT LOCATION DETAILS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record: Daniel I. McCranie, P.E.
P.E. # 50627
M&A McCranie & Associates, Inc.
3 South 2nd Street
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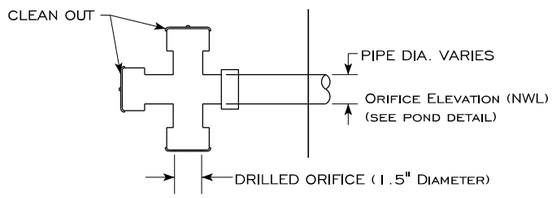
AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

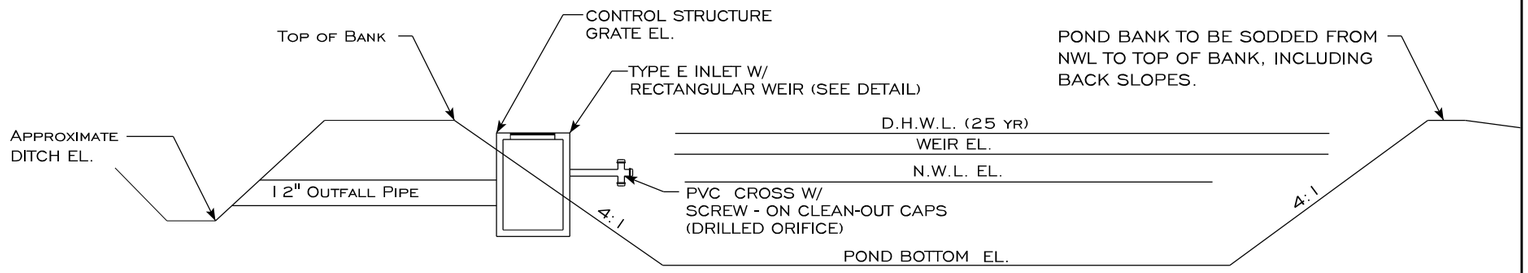
MISCELANEOUS DETAILS

SHEET NO. 14

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ORIFICE DETAIL

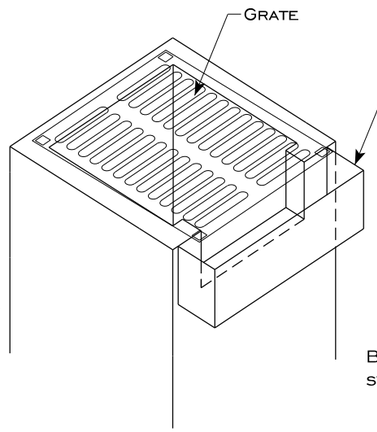


POND CROSS-SECTION WITH DROP STRUCTURE (POND 1)

NOTE: ALL WEIRS TO HAVE SKIMMERS ON INSIDE OF POND (SEE THIS SHEET FOR DETAIL)

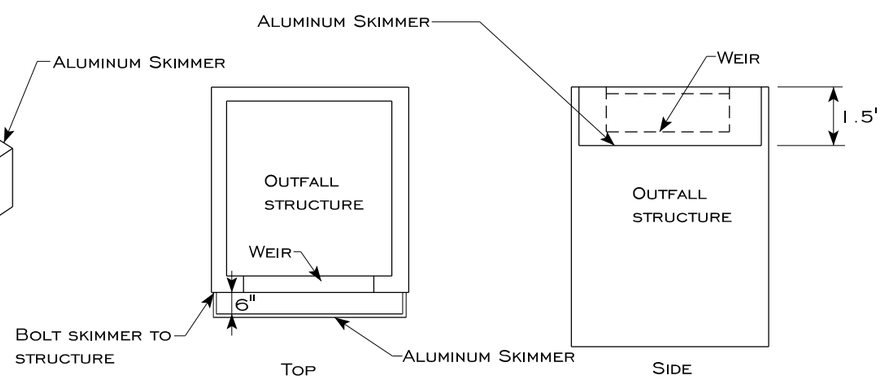
POND #	TOP OF BANK	N.W.L.	D.H.W.L.	WEIR EL	WEIR WIDTH (IN)	ORIFICE DIA. (IN)	POND BOTTOM EL	OUTFALL PIPE LENGTH	PIPE DIAMETER & SLOPE	OUTFALL EL.	WEIR OUTFALL (CFS)		
											5 YR	10 YR	25 YR
1	9.00	6.00	8.68	7.30	8	1.5	-1.00	20'	24" @ 0.25%	5.50	1.24	1.99	2.98

POND INFORMATION & CROSS SECTION



NOTE: SIMMER SHALL BE CONSTRUCTED OF 1/4" ALUMINUM

SKIMMER SHALL EXTEND FROM THE GRATE ELEVATION TO 3" BELOW THE WEIR ELEVATION (APPROXIMATELY 1.5')



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

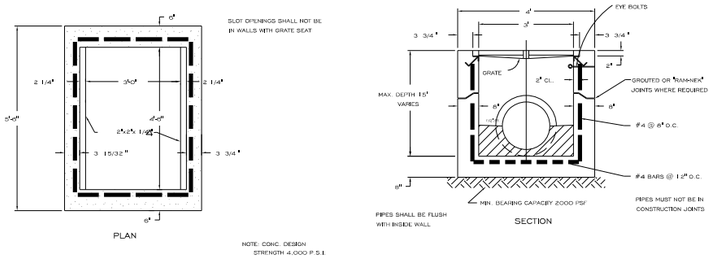
Engineer of Record: Daniel I. McCranie, P.E.
P.E. # 50627
M&A McCranie & Associates, Inc.
3 South 2nd Street
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AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

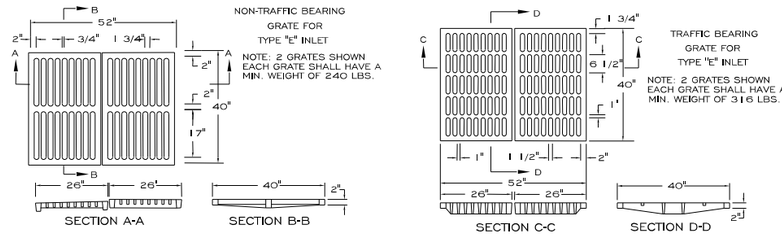
ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

MISCELLANEOUS DETAILS

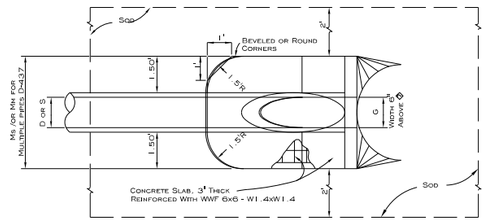
SHEET NO. 15



STORM SEWER TYPE "E" INLET



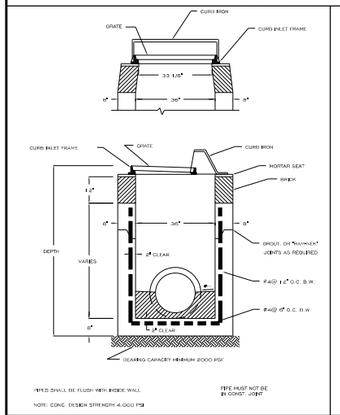
GRATE DETAIL FOR TYPE "E" INLET



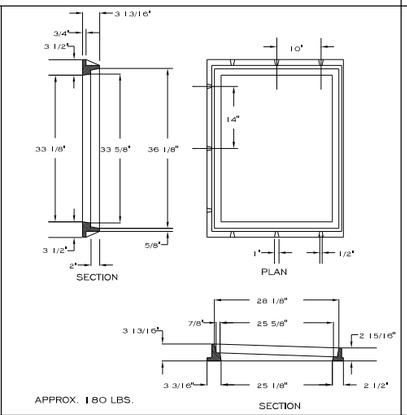
* Slope:
4:1 Miter To 1/8 Of Pipe For Pipes 18" & Smaller
2:1 Miter For Pipes 24" & Larger, For RCP.

4:1 Miter To Major Axis For Pipes 24"x 38" & Smaller.
2:1 Miter For Pipes 29"x 45" & Larger, For ERCP.

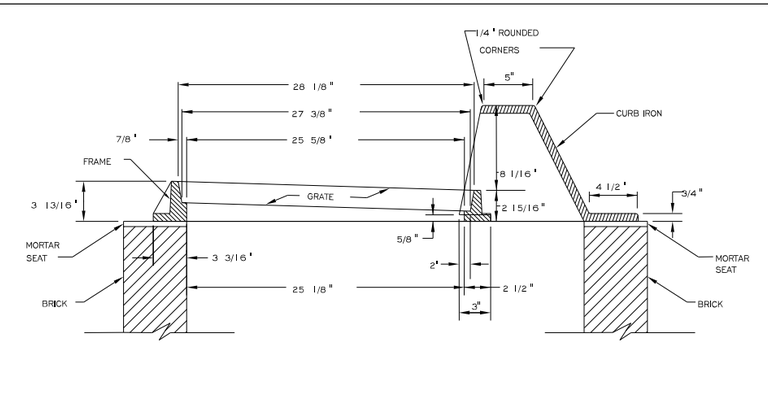
MITERED END SECTION FOR R.C.P. CROSS DRAIN TYPE B



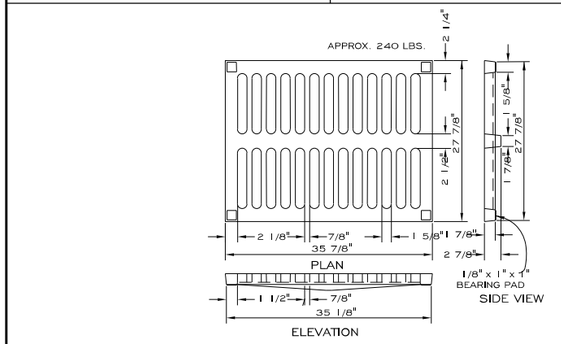
36" CURB INLET



CURB INLET FRAME



CURB IRON WITH GRATE & FRAME

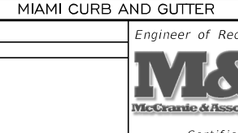


STORM SEWER INLET GRATE

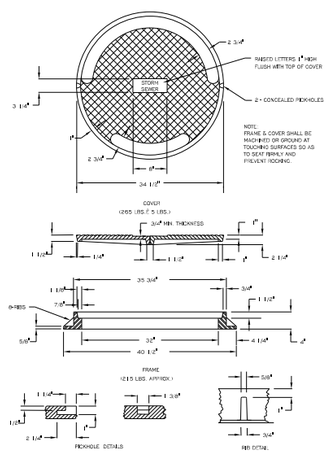
DIMENSIONS FOR HDPE									
D	X	A	B	C	E	F	G	Ms	N
15"	2.58'	2.27'	4.09'	6.36'	4.03'	6'	1.22'	4.63'	1.19'
18"	2.83'	2.36'	5.12'	7.48'	5.03'	9'	1.41'	4.92'	1.21'
24"	3.42'	2.53'	7.16'	9.71'	7.03'	11'	1.73'	5.50'	1.25'
30"	4.25'	2.70'	9.25'	11.95'	9.03'	13'	2.00'	6.06'	1.29'
36"	5.08'	2.87'	11.31'	14.18'	11.03'	15'	2.24'	6.67'	1.33'
42"	6.00'	3.05'	13.37'	16.42'	13.03'	17'	2.45'	7.25'	1.38'
48"	6.75'	3.22'	15.43'	18.65'	15.03'	19'	2.63'	7.83'	1.42'
54"	7.67'	3.39'	17.49'	20.86'	17.03'	21'	2.83'	8.42'	1.46'
60"	8.50'	3.56'	19.55'	23.11'	19.03'	23'	3.00'	9.00'	1.50'

6.42' 6.25' DIMENSIONS PERMITTED TO ALLOW USE OF 8' STANDARD PIPE LENGTHS.
10.40' 10.10' DIMENSIONS PERMITTED TO ALLOW USE OF 12' STANDARD PIPE LENGTHS.
CONCRETE SLAB SHALL BE DEEPENED TO FROM BRIDGE ACROSS CROWN OF PIPE. SEE SECTION.

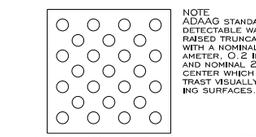
TABLES OF DIMENSION FOR MITERED END SECTIONS TYPE B



MIAMI CURB AND GUTTER



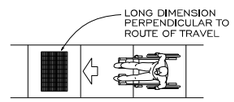
MANHOLE FRAME AND COVER



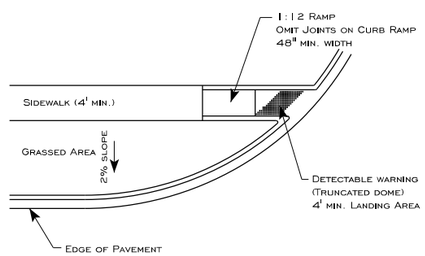
NOTE
ADAAG STANDARDIZES DETECTABLE WARNINGS AS RAISED TRUNCATED DOMES WITH A NOMINAL 0.9 IN. DIAMETER, 0.2 IN. HEIGHT, AND NOMINAL 2.35 IN. ON CENTER WHICH MUST CONTRAST VISUALLY WITH ADJOINING SURFACES.

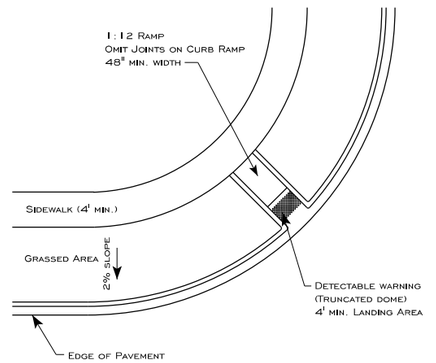
ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES FROM BACK OF CURB.

NOTE
SIDEWALK WIDTH: 36 IN. (915 MM) MINIMUM



Note: All sidewalk ramps are to meet latest ADA Standards. See engineer of record or County for any clarifications.





SIDEWALK RAMP DETAILS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record:
Daniel I. McCranie, P.E.
P.E. # 50627
3 South 2nd Street
Fernandina Beach, FL 32034
(904) 335-8685
M&A McCranie & Associates, Inc.
Certificate of Authorization No. 8269

AMELIA ISLAND HOTEL
FERNANDINA BEACH, FLORIDA

ROAD	COUNTY	PROJECT ID
	NASSAU	SP17-013

MISCELANEOUS DETAILS

SHEET NO. 16

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, November 17, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-36

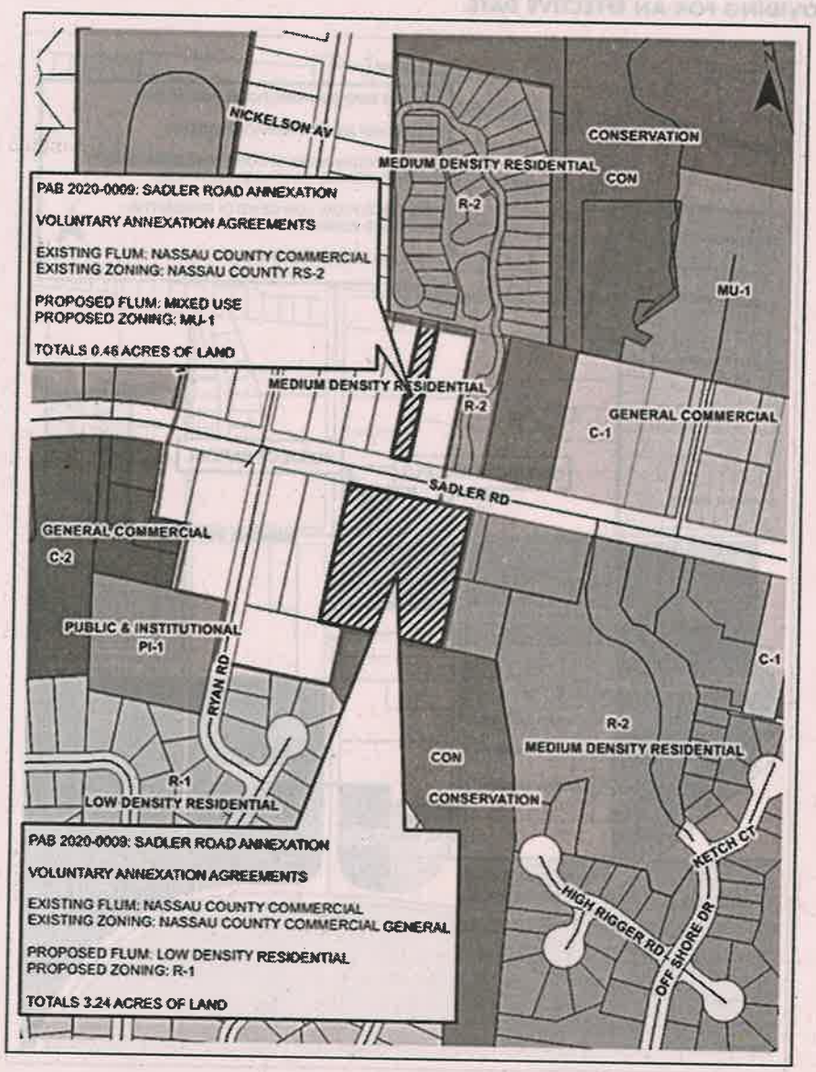
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 3.70 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND 2233 SADLER ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-37

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-38

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING MAP CATEGORY OF COMMUNITY COMMERCIAL (C-1) FOR 3.24 ACRES OF LAND LOCATED AT 2246 SADLER ROAD AND MIXED USE (MU-1) FOR 0.46 ACRES OF LAND LOCATED AT 2233 SADLER ROAD; 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.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-39
Voluntary Annexation of 31.39 acres of land.

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-39 at Second Reading.

SYNOPSIS: The City of Fernandina Beach requests annexation of four parcels of land associated with the Baptist Medical Center of Nassau on South 18th Street. Resolution 2013-186 approved extension of water and sewer services outside of the corporate limits of the City and allowed for an expansion of the hospital campus. Assignment of the Public and Institutional (PI) Future Land Use Map (FLUM) category and Public and Institutional (PI-1) zoning district is requested for the subject properties. This requested FLUM designation and zoning district are the only land use and zoning categories that allow for hospitals. Following the 2013 petition for water and sewer services and voluntary annexation, the City adopted ordinance 2014-21 which amended the Supplemental Standards Chapter of the Land Development Code (LDC) to accommodate the 60 foot maximum building height and off-site signage requirements in anticipation of annexation. Those LDC amendments eliminated what would have made the hospital a nonconforming structure upon annexation.

CITY ATTORNEY COMMENTS: No additional comments.

Dale L. Martin, City Manager	11/4/2020
Tammi E. Bach, City Attorney	11/6/2020
Katie Newton, Legal Assistant	11/6/2020



Submitted By: Nicole Bednar, Administrative Services Manager

Date: October 21, 2020

ORDINANCE 2020-39

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 31.39 ACRES OF LAND LOCATED ON THE BAPIST MEDICAL CENTER AT 1250 S. 18TH STREET, 1367 S. 18TH STREET AND INCLUDING VACANT LANDS CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of approximately 31.39 acres of land located at the Baptist Medical Center and its vacant lands contiguous to the City limits and identified in Exhibit "A" have requested annexation into the City of Fernandina Beach in exchange for water and sewer services; and

WHEREAS, the Planning Advisory Board reviewed the request for voluntary annexation application numbered PAB 2020-0010 at its September 9, 2020, meeting and recommended approval of the annexation; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on August 26, 2020; and

WHEREAS, City staff has reviewed the petition for voluntary annexation and has found that the petition bears the signatures of all the owners of the subject property or their authorized agent at such time that the petition was signed, the parcel is contiguous to the City boundary, is reasonably compact, does not create an enclave, will be used for urban services, and the City will be able to deliver urban services such as water, sewer, garbage, police and fire without decreasing the level of service currently provided to City residents; and

WHEREAS, the City Attorney has rendered a legal opinion that upon review, the annexation petition meets the requirements of Chapter 171 Florida Statutes; and

WHEREAS, after consideration of the application and evidence presented on such application thereon, the City Commission made the following findings:

a. That the Commission is empowered under Chapter 171, Florida Statutes to approve a request for voluntary annexation.

b. That the proposed annexation meets the requirements for voluntary annexation as required by Chapter 171.044 F.S., is contiguous to the municipal boundary, is reasonably compact, and does not create an enclave.

c. That the petitioner agrees to file for a Future Land Use Map (FLUM) amendment and a change in zoning district designation within six months of the date the City Commission approves the annexation.

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

SECTION 1. The following parcel of real property totaling approximately 31.39 acres of land located at the Baptist Medical Center and its vacant lands contiguous to the City limits and identified in map provided in Exhibit "A" are hereby annexed into the corporate limits of the City of Fernandina Beach, to wit.

SECTION 2. It is hereby deemed to be in the best interest of the City of Fernandina Beach that the land, above described, be annexed into and become a part of the City of Fernandina Beach. That upon adoption of this Ordinance, the boundary lines for the corporate limits of the City of Fernandina Beach shall be redefined so as to include the real property described above.

SECTION 3. This Ordinance shall be published in the Fernandina Beach News Leader once each week for two consecutive weeks, and that proof of publication of this Ordinance shall be filed herein prior to the final reading of this Ordinance.

ADOPTED this 17th day of November, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

_____
CAROLINE BEST
City Clerk

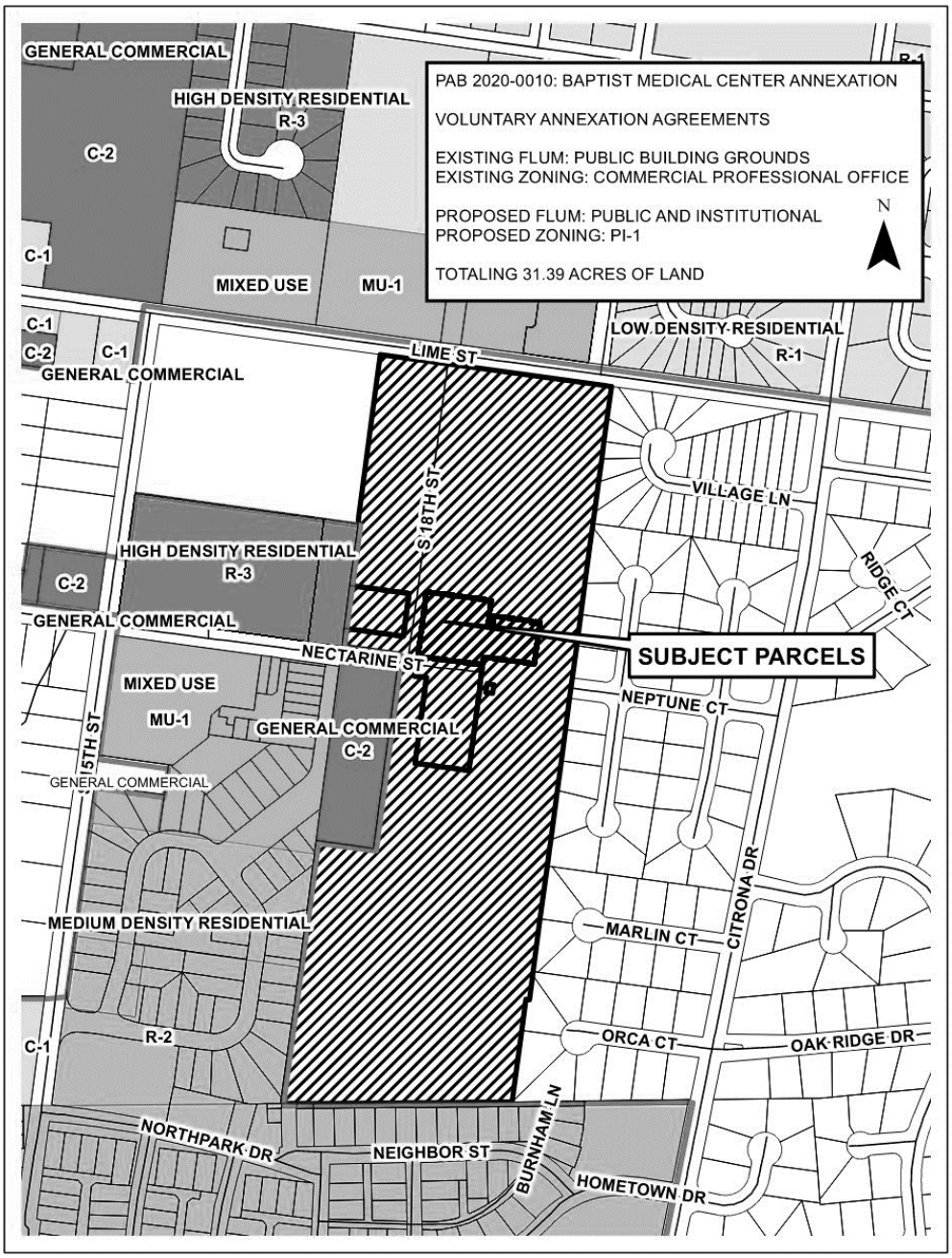
APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

EXHIBIT A

VOLUNTARY ANNEXATION OF THE BAPTIST MEDICAL CENTER PROPERTIES LOCATED AT 1250 S. 18TH STREET, 1367 S. 18TH STREET, AND VACANT PARCELS WITH IDENTIFICAION NUMBERS OF 00-00-31-0160-000-000 AND 00-00-31-1600-0205-002L, 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.



STAFF REPORT
PAB 2020-0010 (AX, LU, CZ)
Planning Advisory Board Hearing
September 9, 2020

Jacob M. Platt
Senior Planner

APPLICATION FOR VOLUNTARY ANNEXATION, LARGE-SCALE FUTURE LAND USE AND ZONING MAP

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Baptist Medical Center of Nassau Inc.				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Public and Institutional, and Zoning District of PI-1				
LOCATION:	1250 S. 18th Street				
CURRENT ZONING:	Nassau County Commercial Professional Office				
CURRENT LAND USE:	Nassau County Public Building Grounds				
EXISTING USES ON SITE:	Baptist Medical Center of Nassau Hospital Facilities				
PROPERTY SIZE:	Approximately 31.39 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Commercial Condo	2013	MU-1	MU
	South	SF Residential	Early 2000's	R-2 PUD	MDR
	East	SF Residential	N/A	NC RG-1	MD
	West	MF & SF Residential	N/A	R-3, MU-1, R-2 NC RG-1	HDR MU MDR NC Industrial

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests annexation of four parcels of land associated with the Baptist Medical Center of Nassau on South 18th Street. Resolution 2013-186 approved extension of water and sewer services outside of the corporate limits of the City and allowed for an expansion of the hospital campus. Assignment of the Public and Institutional (PI) Future Land Use Map (FLUM) category and Public and Institutional (PI-1) zoning district is requested for the subject properties. This requested FLUM designation and zoning district are the only land use and zoning categories that allow for hospitals. Following the 2013 petition for water and sewer services and voluntary annexation, the City adopted ordinance 2014-21 which amended the Supplemental Standards Chapter of the Land Development Code (LDC) to accommodate the 60 foot maximum building height and off-site signage requirements in anticipation of annexation. Those LDC amendments eliminated what would have made the hospital a nonconforming structure upon annexation.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The subject parcels make up the Baptist Medical Center of Nassau Campus, any development or redevelopment can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service required by the Comprehensive Plan.

Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 11.01.07	√

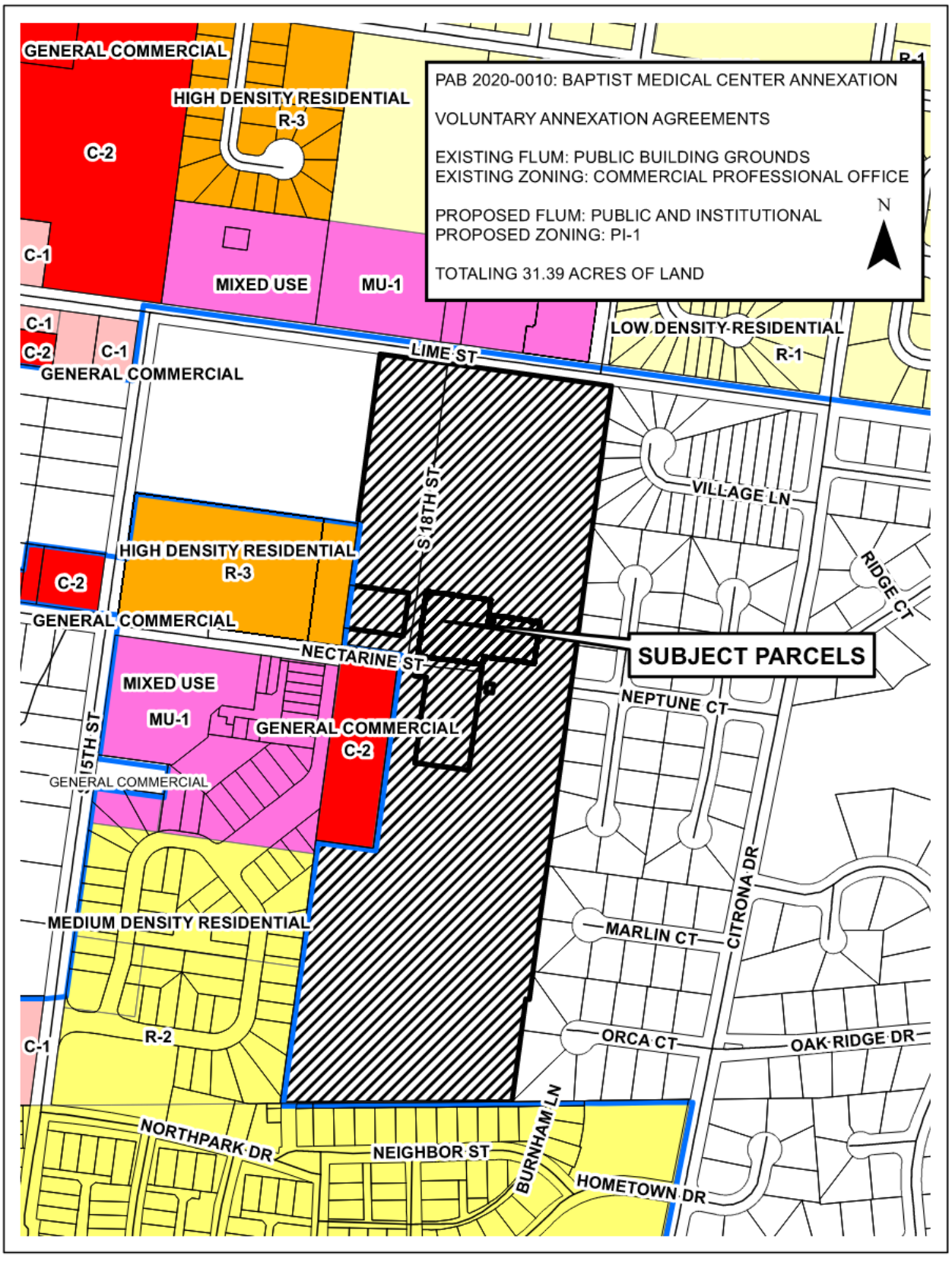
CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommends 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), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for October 20th, 2020.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 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 or denied)** and that PAB case 2020-0010, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.


LIME ST
Fernandina Beach
S 19TH
NATURES WALK CT
S 18TH ST
Baptist Medical Center-Nassau
VILLAGE LN
PALMS
NECTARINE ST
COASTAL COTTAGE LN
NORTH PIKE LN
NORTH SNAPPER LN
NEPTUNE CT
SOUTH PIKE LN
SOUTH SNAPPER LN
CITRONA DR
COASTAL OAKS DR
COASTAL OAKS CIR WEST
COASTAL OAKS CIR EAST
COASTAL OAKS CIR
MARLIN CT
ORCA CT
OAK


PAB 2020-0010: BAPTIST MEDICAL CENTER ANNEXATION
VOLUNTARY ANNEXATION AGREEMENTS
EXISTING FLUM: PUBLIC BUILDING GROUNDS
EXISTING ZONING: COMMERCIAL PROFESSIONAL OFFICE
PROPOSED FLUM: PUBLIC AND INSTITUTIONAL
PROPOSED ZONING: PI-1
TOTALING 31.39 ACRES OF LAND
N
GENERAL COMMERCIAL
HIGH DENSITY RESIDENTIAL
R-3
C-2
C-1
MIXED USE
MU-1
LOW DENSITY RESIDENTIAL
R-1
LIME ST
GENERAL COMMERCIAL
S 18TH ST
VILLAGE LN
RIDGE CT
HIGH DENSITY RESIDENTIAL
R-3
C-2
GENERAL COMMERCIAL
NECTARINE ST
SUBJECT PARCELS
MIXED USE
MU-1
GENERAL COMMERCIAL
C-2
NEPTUNE CT
15TH ST
GENERAL COMMERCIAL
MEDIUM DENSITY RESIDENTIAL
MARLIN CT
CITRONA DR
R-2
C-1
ORCA CT
OAK RIDGE DR
NORTHPARK DR
NEIGHBOR ST
BURNHAM LN
HOMETOWN DR

RESOLUTION 2013-186

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WATER AND SANITARY SEWER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR SIX (6) PARCELS TOTALING 31.13 ACRES LOCATED ON SOUTH 18th STREET; PROVIDING FOR EXECUTION; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Baptist Medical Center of Nassau, Inc. and Baptist Health Properties, Inc. have completed the City of Fernandina Beach Voluntary Annexation Petition / Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for six (6) parcels containing approximately 31.13 acres located on South 18th Street (Parcel ID Numbers: 00-00-31-1600-0203-0000, 00-00-31-1600-0205-002L, 00-00-31-1600-0211-0010, 00-00-31-1600-0211-0020, 00-00-31-1600-0205-0030 and 00-00-31-1600-0205-001L); 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 and sanitary sewer services to the subject property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, at its meeting duly called and assembled that:

SECTION 1. The City Commission hereby authorizes the extension of water and sanitary sewer services to the property owners identified, whose property is located outside the corporate limits of the City along S. 18th Street and noted as Parcels 00-00-31-1600-0203-0000, 00-00-31-1600-0205-002L, 00-00-31-1600-0211-0010, 00-00-31-1600-0211-0020, 00-00-31-1600-0205-0030 and 00-00-31-1600-0205-001L, and approves the Voluntary Annexation Petition.

SECTION 2. The City Commission authorizes the City Manager and the City Clerk Pro Tem to execute all documents necessary to proceed with extension of water and sewer services and voluntary annexation on behalf of the City of Fernandina Beach.

SECTION 3. The City Clerk Pro Tem is hereby directed to record this 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 17th day of December, 2013.

CITY OF FERNANDINA BEACH

Edward E. Boner
Mayor - Commissioner

ATTEST:

Kimberly Elliott Briley
City Clerk Pro Tem

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach
City Attorney

When Recorded Return To:
City Clerk's Office
204 Ash Street
Fernandina Beach, Fla. 32034

Res. 2013-186
Exhibit "A"

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 17th day of December, 2013 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and BAPTIST MEDICAL CENTER OF NASSAU, INC. AND BAPTIST HEALTH PROPERTIES, INC. (hereinafter collectively referred to as the "Applicant").

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 parcels of land known and described as follows, comprising the property which is the subject of this Agreement (the "Property"):

PARCEL ID#s: 00-00-31-1600-0203-0000,
00-00-31-1600-0205-002L,
00-00-31-1600-0211-0010,
00-00-31-1600-0211-0020,
00-00-31-1600-0205-0030,
00-00-31-1600-0205-001L.

GENERALLY DESCRIBED AS: THE CAMPUS OF BAPTIST MEDICAL CENTER, NASSAU

ADDRESSED AS: 1250 SOUTH 18TH STREET, 1340 SOUTH 18TH STREET, and 1367 SOUTH 18TH STREET

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

INSTR # 201400657, Book 1897, Page 772
Pages 10
Doc Type UNK, Recorded 01/08/2014 at 09:47 AM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee $86.50
#1

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. Sanitary Sewer: The Applicants shall be permitted to tap into the City's 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 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.

9. 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

JOE GERRITY
City Manager

ATTEST:

KIMBERLY ELLIOT BRILEY
Deputy City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

BAPTIST HEALTH PROPERTIES, INC.

By:
Its: President John F. Wilbanks

BAPTIST MEDICAL CENTER OF NASSAU, INC.

By: Stephen P. Lee
Its: HOSPITAL PRESIDENT
Stephen P. Lee

STATE OF FLORIDA
COUNTY OF Nassau
As to John Wilbanks and Stephen Lee
Sworn and subscribed before me this 24 day of December, 2013.

Wanda J Henderson
Signature of Notary
My Commission Expires:
Type of Identification Produced personal knowledge

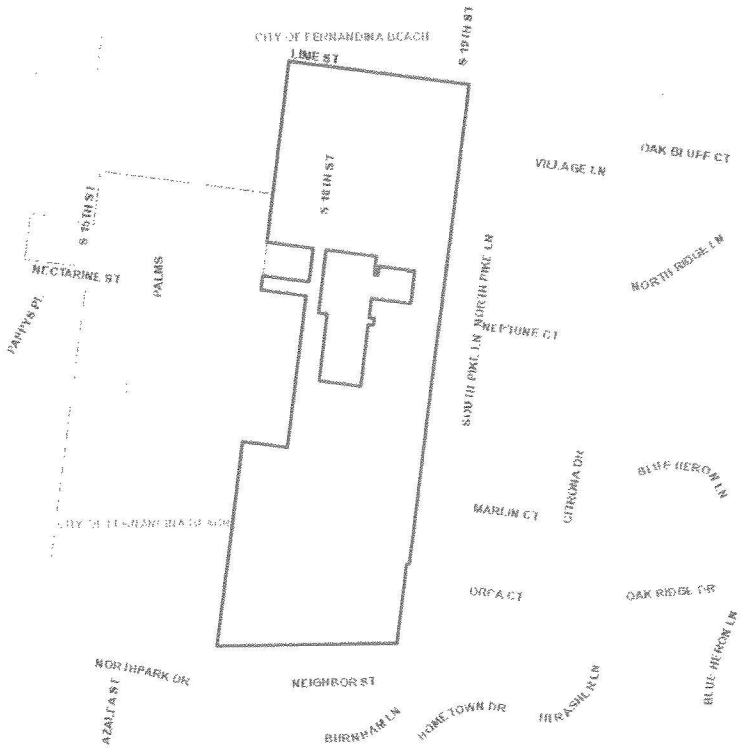
Notary Public State of Florida
Wanda J Henderson
My Commission EE150274
Expires 01/17/2016

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORTS

Nassau County Property Appraiser's Office

A. Michael Hickox, Cert.Res.RD1941 - Property Appraiser



Full Parcel Report

Parcel ID:	00-00-31-1600-0203-0000
Calculated Acreage:	28.25
Deed Acreage:	32.11
Property Use	HOSPITALS

Ownership Information

Name	BAPTIST MEDICAL CENTER OF
Mailing Address	NASSAU INC 3563 PHILLIPS HWY SUITE 106 JACKSONVILLE, FL 32207
Situs/Physical Address	1250 S 18TH ST

Values

Land Value	$1,301,200.00
Ag Land Value	$0.00
Building Value	$10,888,933.00
Misc Value	$589,579.00
Just Value	$12,779,712.00
Assessed Value	$12,779,712.00

Last 2 Sales

Date	Price	Vacant?	Qual
19940708	$580,000.00	N	U

A. Michael Hickox
Nassau County Property Appraiser

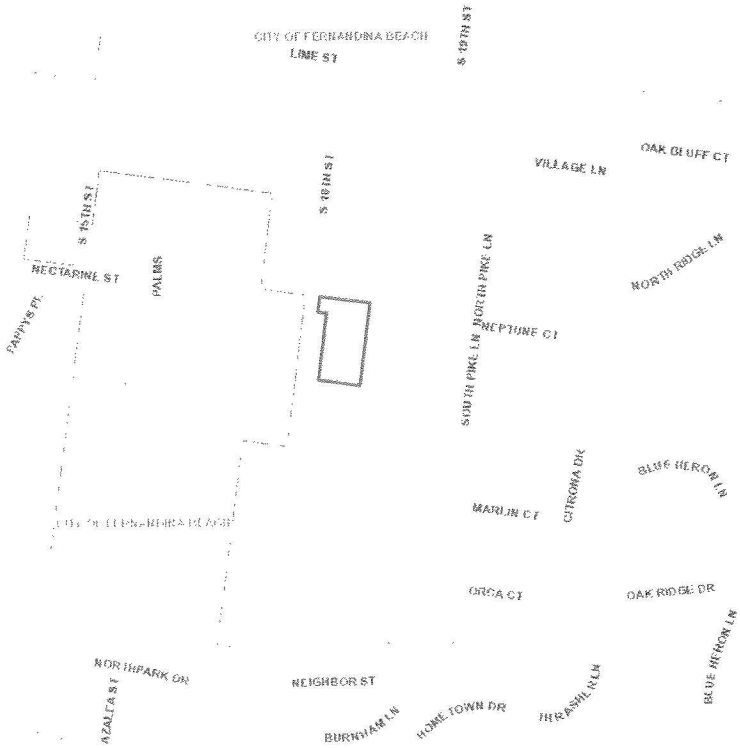
THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. NEITHER NASSAU COUNTY, ITS MUNICIPALITIES, NOR THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE ASSUMES RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HERON. THIS IS NOT A SURVEY.

N W E S

Printed: Friday, December 13, 2013

Nassau County Property Appraiser's Office

A. Michael Hickox, Cert.Res.RD1941 - Property Appraiser



Full Parcel Report

Parcel ID:	00-00-31-1600-0205-002L
Calculated Acreage:	1.17
Deed Acreage:	1.30
Property Use	PROFESSION

Ownership Information

Name	BAPTIST MEDICAL CENTER OF
Mailing Address	NASSAU INC 3563 PHILIPS HWY STE 106 JACKSONVILLE, FL 32207
Situs/Physical Address	1340 S 18TH ST

Values

Land Value	$534,675.00
Ag Land Value	$0.00
Building Value	$1,767,425.00
Misc Value	$119,465.00
Just Value	$2,421,565.00
Assessed Value	$2,421,565.00

Last 2 Sales

Date	Price	Vacant?	Qual

A. Michael Hickox
Nassau County Property Appraiser

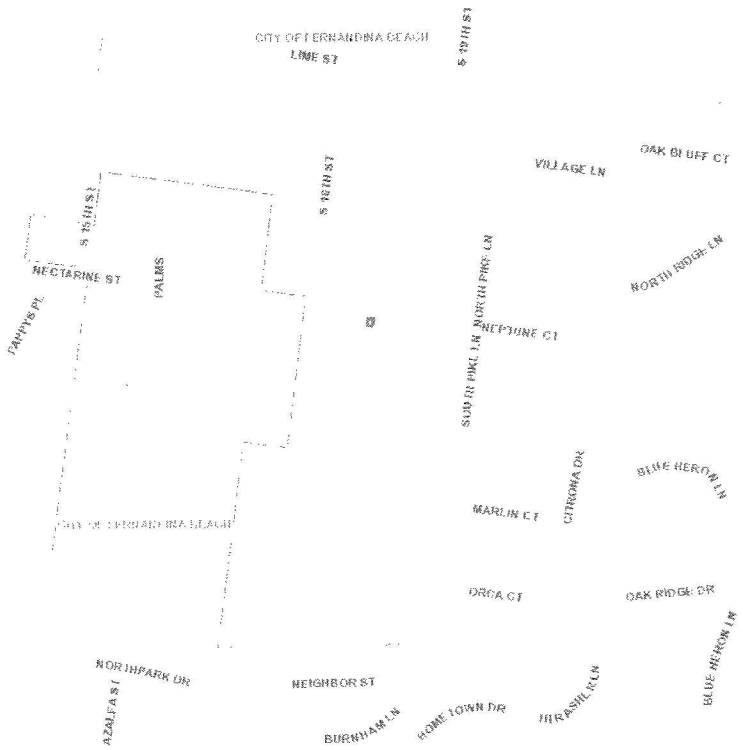
THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. NEITHER NASSAU COUNTY, ITS MUNICIPALITIES, NOR THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE ASSUMES RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HERON. THIS IS NOT A SURVEY.

N
W E
S

Printed: Friday, December 13, 2013

Nassau County Property Appraiser's Office

A. Michael Hickox, Cert.Res.RD1941 - Property Appraiser



Full Parcel Report

Parcel ID:	00-00-31-1600-0211-0010
Calculated Acreage:	0.01
Deed Acreage:	0.01
Property Use	HOSPITALS

Ownership Information

Name	BAPTIST HEALTH PROPERTIES INC
Mailing Address	3563 PHILLIPS HWY BLDG F #608
	JACKSONVILLE, FL 32207
Situs/Physical Address	OFF NECTARINE ST

Values

Land Value	$0.00
Ag Land Value	$0.00
Building Value	$0.00
Misc Value	$0.00
Just Value	$0.00
Assessed Value	$0.00

Last 2 Sales

Date	Price	Vacant?	Qual

A. Michael Hickox
Nassau County Property Appraiser

THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. NEITHER NASSAU COUNTY, ITS MUNICIPALITIES, NOR THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE ASSUMES RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HERON. THIS IS NOT A SURVEY.

N W E S

Printed: Friday, December 13, 2013

Nassau County Property Appraiser's Office

A. Michael Hickox, Cert.Res.RD1941 - Property Appraiser



Full Parcel Report

Parcel ID:	00-00-31-1600-0211-0020
Calculated Acreage:	0.41
Deed Acreage:	0.41
Property Use	HOSPITALS

Ownership Information

Name	BAPTIST HEALTH PROPERTIES INC
Mailing Address	3563 PHILLIPS HWY BLDG F #608
	JACKSONVILLE, FL 32207
Situs/Physical Address	OFF NECTARINE ST

Values

Land Value	$0.00
Ag Land Value	$0.00
Building Value	$0.00
Misc Value	$0.00
Just Value	$0.00
Assessed Value	$0.00

Last 2 Sales

Date	Price	Vacant?	Qual

A. Michael Hickox
Nassau County Property Appraiser

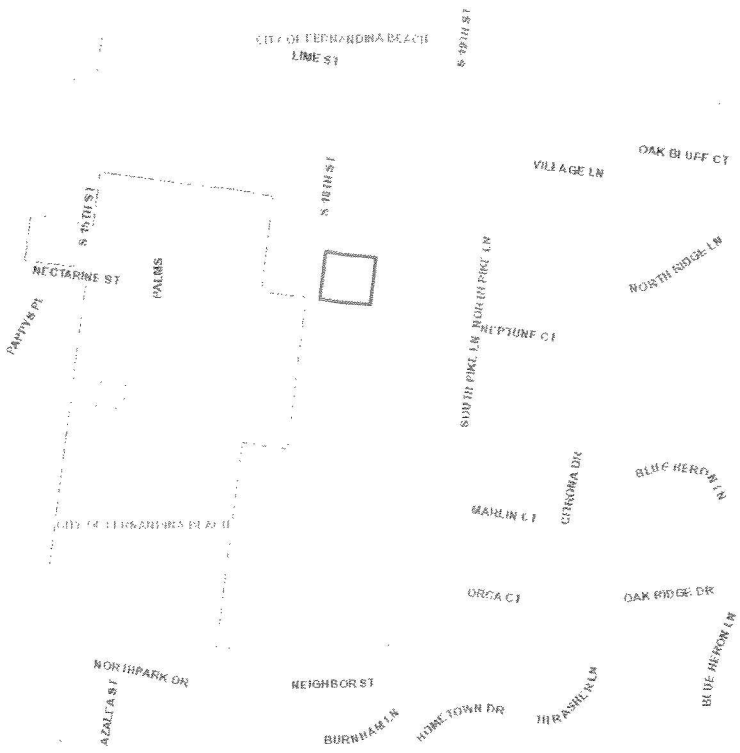
THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. NEITHER NASSAU COUNTY, ITS MUNICIPALITIES, NOR THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE ASSUMES RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HERON. THIS IS NOT A SURVEY.

N W E S

Printed: Friday, December 13, 2013

Nassau County Property Appraiser's Office

A. Michael Hickox, Cert.Res.RD1941 - Property Appraiser



Full Parcel Report

Parcel ID:	00-00-31-1600-0205-0030
Calculated Acreage:	0.78
Deed Acreage:	0.82
Property Use	PROFESSION

Ownership Information

Name	BAPTIST HEALTH PROPERTIES INC
Mailing Address	LAND PHILIPS HWY BLDG F #608
	JACKSONVILLE, FL 32207
Situs/Physical Address	S 18TH ST

Values

Land Value	$0.00
Ag Land Value	$0.00
Building Value	$0.00
Misc Value	$0.00
Just Value	$0.00
Assessed Value	$0.00

Last 2 Sales

Date	Price	Vacant?	Qual

A. Michael Hickox
Nassau County Property Appraiser

THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. NEITHER NASSAU COUNTY, ITS MUNICIPALITIES, NOR THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE ASSUMES RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HERON. THIS IS NOT A SURVEY.

N W E S

Printed: Friday, December 13, 2013

Nassau County Property Appraiser's Office

A. Michael Hickox, Cert.Res.RD1941 - Property Appraiser



Full Parcel Report

Parcel ID:	00-00-31-1600-0205-001L
Calculated Acreage:	0.51
Deed Acreage:	0.00
Property Use	HOSPITALS

Ownership Information

Name	BAPTIST MEDICAL CENTER OF
Mailing Address	NASSAU INC 3563 PHILLIPS HWY SUITE 106 JACKSONVILLE, FL 32207
Situs/Physical Address	1367 S 18TH ST

Values

Land Value	$159,862.00
Ag Land Value	$0.00
Building Value	$244,610.00
Misc Value	$9,773.00
Just Value	$414,245.00
Assessed Value	$414,245.00

Last 2 Sales

Date	Price	Vacant?	Qual

A. Michael Hickox
Nassau County Property Appraiser

THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. NEITHER NASSAU COUNTY, ITS MUNICIPALITIES, NOR THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE ASSUMES RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HERON. THIS IS NOT A SURVEY.

N W E S

Printed: Friday, December 13, 2013

C: Marshall
Adrienne
John
Melissa

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2013-186
Water/Sewer Services Request and Voluntary Annexation Agreement

DEPARTMENT: Community Development Department

ATTACHMENTS: ___ Ordinance _X_ Resolution
___ Support Documents ___ Other

RECOMMENDED ACTION: Approve Resolution 2013-186 - authorizing the extension of water and sewer services and execute the voluntary annexation agreement for Baptist Medical Center Nassau.

SUMMARY: Baptist Medical Center Nassau has submitted an application for water/sewer services outside the municipal limits. In accordance with Municipal Code Sections 82-44 and 82-403, this application is also accompanied by a petition for voluntary annexation. The application covers the entire Baptist Medical Center Nassau campus, including leaseholds and fee simple parcels as held by Baptist Health Properties, Inc.

Action on this application will not immediately annex the campus; future action to annex and assign a land use and zoning classification will be required to finalize inclusion within the municipal limits. This Resolution will authorize extension of water/sewer utilities to serve the property and will approve the voluntary annexation petition.

These properties are contiguous to the municipal boundary and can be annexed when the City and Baptist Medical Center Nassau are ready. The annexation process will take several months as it involves a large-scale Future Land Use Map amendment which requires State review. Commission approval of the water/sewer agreement is needed in the meantime to accommodate new construction on the campus. Additionally, City staff needs time to work with representatives of the hospital to review land use/zoning assignments and associated code requirements. Staff expects to be able to begin the annexation process within three (3) months.

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

CITY ATTORNEY COMMENTS: No additional comments.

DEPARTMENT HEAD	Submitted by: Marshall McCrary, Deputy CM Requested Agenda	Date: 12/16/13 Date: 12/17/13
FINANCE DEPARTMENT	Approved as to Budget Requirements PTC	Date: 12/16/13
CITY ATTORNEY	Approved as to Form & Legality TEB	Date: 12/16/13
CITY MANAGER	Approved Agenda Item for 12/17/13	Date: 12/16/13

COMMISSION ACTION:
✓ Approved As Recommended ___ Disapproved
___ Approved With Modification ___ Postponed to Time Certain
___ Other ___ Tabled

Approved at the City Commission
Regular Meeting
Held on 12/17/13
Voted: 5-0 Initial: VB

ORDINANCE 2014-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING THE LAND DEVELOPMENT CODE, REVISING CHAPTER 6 SECTION 6.02.11 FOR HOSPITAL SUPPLEMENTAL STANDARDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted a unified Land Development Code 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, anticipating a future annexation, Staff has proposed the amendments which are consistent with the approved development plans for the existing hospital campus and addresses technical requirements for the function of the site; and

WHEREAS, the proposed amendments seek to increase the maximum building height limit to sixty (60) feet and provide for an allowance of specific off-site signage; and

WHEREAS, the City's planning staff have reviewed the proposed changes for consistency with the City's Comprehensive Plan and Land Development Code and finds the request sufficiently compliant to be approved at this time; and

WHEREAS, the proposed amendments will specifically modify the Land Development Code the supplemental standards specific for "Hospitals" as contained in Chapter 6, Section 6.02.11; and

WHEREAS, the Planning Advisory Board has reviewed the suggested amendments in a public hearing on May 14, 2014 and has issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on April 28, 2014.

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

SECTION 1. The City Commission hereby approves and adopts modifications to the Land Development Code of the City of Fernandina Beach, attached hereto as Exhibit "A".

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 3. This Ordinance shall become effective immediately upon adoption.

ADOPTED this 15th day of July, 2014.

CITY OF FERNANDINA BEACH

EDWARD E. BONER
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

ORDINANCE 2014-21
EXHIBIT "A"

6.02.11 Hospitals

A. Hospitals are allowable in the PI-1 zoning district, subject to the standards of the zoning district and the supplemental standards set forth in this section.

B. The site design standards for hospitals are set forth in Table 6.02.11(B).

Table 6.02.11(B). Standards for Hospitals

Development Feature	Standard
Lots Minimum area Minimum street frontage	 5 acres 100 feet
Height	Maximum 60 feet
Setback	At least 500 feet from the property line of residentially zoned lots
Access	Collector or arterial street
Buffer	As set forth in Section 4.05.05, but not less than buffer "C"
Exterior lighting	Directed and shielded to avoid direct illumination of a lot zoned or used for residential uses
Parking lots	Designed to avoid glare from vehicle lights onto property that is zoned or used for residential uses
Signage	Off-site signage is permissible

C. Up to two (2) off-site signs are permissible, subject to the dimensional standards for free-standing signage. Such signage shall be limited to locations on arterial or collector streets at intersections which provide direct access to the hospital site. Signs may be located within the public right-of-way or on non-residentially zoned property with authorization from the property owner.

OFFICE USE ONLY

REC'D: 04/23/14 BY: BW

PAYMENT: $ — TYPE: —

APPLICATION #: 2014-0000471

CASE #: 2014-09

BOARD MEETING DATE: May 14

PLANNING ADVISORY BOARD APPLICATION

- ☐ ZONING MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LAND USE MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☒ LDC TEXT AMENDMENT ($850)
- ☐ COMP PLAN AMENDMENT ($850)
- ☐ SUBDIVISION PLAT – PRELIM ($750)
- ☐ SUBDIVISION PLAT – FINAL ($850)
- ☐ VACATION OF R.O.W. ($850)
- ☐ VOLUNTARY ANNEXATION ($1050)

APPLICANT INFORMATION

Owner Name: Joe Gerrity - City of Fernandina Beach

Mailing Address: 204 Ash Street

Telephone: 904.310.3100 Fax: _____

Email: jgerrity@fbfl.org

Agent Name: Marshall McCrary - City of Fernandina Beach

Mailing Address: 204 Ash Street

Telephone: 904.310.3102 Fax: _____

Email: dmccrary@fbfl.org

PROPERTY INFORMATION

Street Address: n/a

Parcel Identification Number(s): _____

Lot Number: _____ Block Number: _____ Subdivision: _____

Section: _____ Township: _____ Range: _____

PROJECT INFORMATION

Total Number of Lots/Parcels: n/a

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: _____

Existing Zoning Classification: n/a

Existing Future Land Use Classification: n/a

Previous Planning/Zoning Approvals: n/a

Description of Request:

Text Amendment to Section 6.02.11 of the Land Development Code to provide for development standards specific to Hospitals. Amendment proposes allowing a maximum building height of sixty (60) feet / allowing for off-premise signage.

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

4/14/14 _____
Date

_____
Signature of Applicant

STATE OF FLORIDA
SS
COUNTY OF NASSAU

Notary Public State of Florida
Bretta J Walker
My Commission FF 033745
Expires 07/07/2017

Subscribed and sworn to before me this 23rd day of April, 2014.

_____
Notary Public: Signature

Bretta J. Walker
Printed Name

7/7/17
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE Joe Gerrity – City of Fernandina Beach
(print name of property owner(s))

hereby authorize: Marshall McCrary – City of Fernandina Beach
(print name of agent)

to represent me/us in processing an application for: LDC Text Amendment to Section 6.02.11
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

(Signature of owner) (Signature of owner)

(Print name of owner) JOE GERRITY
(Print name of owner)

Notary Public State of Florida
Bretta J Walker
My Commission FF 033745
Expires 07/07/2017

STATE OF FLORIDA }
SS }
COUNTY OF NASSAU }

Subscribed and sworn to before me this 23rd day of April, 2014.

Notary Public: Signature — Bretta J. Walker Printed Name — 7/7/17 My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, May 14, 2014 at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

LAND DEVELOPMENT CODE TEXT AMENDMENTS

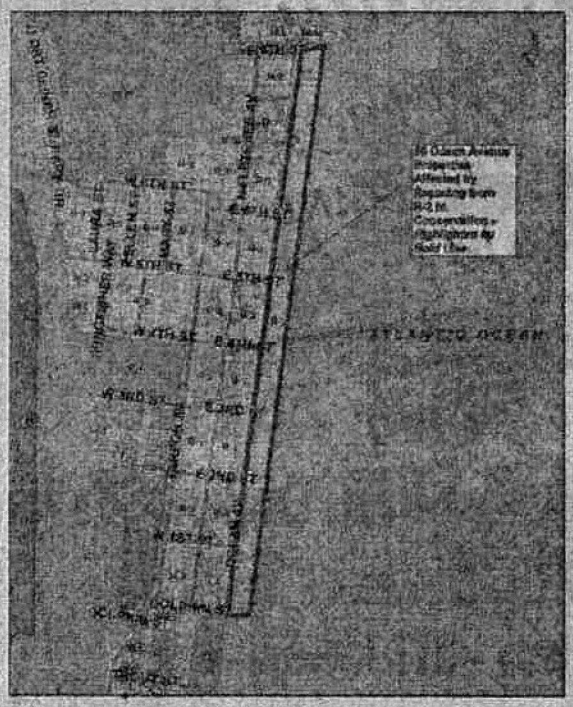
MARLIN & BARREL DISTILLERY, (PAB 2014-08) LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS PROVIDING FOR A NEW USE OF CRAFT DISTILLERY AND SMALL-SCALE WINERY OR BREWERY WITH LIMITED DISTRIBUTION AND ASSOCIATED DEFINITIONS PROPOSED AMENDMENTS AFFECT CHAPTER 1 SECTION 1.07.00 DEFINITIONS, CHAPTER 2 SECTION 2.03.02 TABLE OF LAND USES, AND CHAPTER 6 SUPPLEMENTAL STANDARDS SECTION 6.02.00.

LAND DEVELOPMENT CODE TEXT AMENDMENTS

CITY OF FERNANDINA BEACH, (PAB 2014-09) LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS FOR HOSPITAL SUPPLEMENTAL STANDARDS PROVIDED IN CHAPTER 6 SECTION 6.02.11 TO ALLOW A MAXIMUM BUILDING HEIGH OF SIXTY (60) FEET AND ALLOW FOR OFF-PREMISE SIGNAGE.

ZONING MAP CHANGE

CITY OF FERNANDINA BEACH, (PAB 2014- 10) REZONING OF 66 OCEAN AVENUE PROPERTIES FROM R-2 (MEDIUM DENISTY RESIDENTIAL) TO CON (CONSERVATION) ZONING TO MATCH EXISTING FUTURE LAND USE OF CONSERVATION AND CORRECTING A SCRIVENER'S MAPPING ERROR.

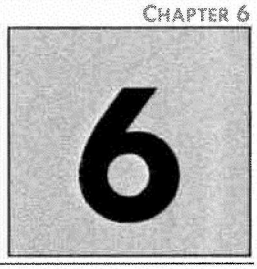


Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 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.

Copies of the applications may be inspected in the office of the Community Development Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – [illegible] PM Monday through Friday. For information on the application, please con-

tact



CHAPTER 6

SUPPLEMENTAL STANDARDS AND SPECIAL SITUATIONS

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6.02.00 SUPPLEMENTAL STANDARDS FOR SPECIFIC USES

6.02.01 Generally

Specific uses permissible in each zoning district are identified in Table 2.03.02. Uses permissible subject to supplemental standards are identified by the letter "S." These uses are permissible only in compliance with the standards applicable to the zoning district and any applicable overlay district, as set forth in Chapter 4, and the additional standards set forth in Section 6.02.00.

...

6.02.11 Hospitals

A. Hospitals are allowable in the PI-1 zoning district, subject to the standards of the zoning district and the supplemental standards set forth in this section.

B. The site design standards for hospitals are set forth in Table 6.02.11(B).

Table 6.02.11(B). Standards for Hospitals

Development Feature	Standard
Lots **Minimum area** **Minimum street frontage**	 **5 acres** **100 feet**
Height	Maximum 60 feet
Setback	**At least 500 feet from the property line of residentially zoned lots**
Access	**Collector or arterial street**
Buffer	**As set forth in Section 4.05.05, but not less than buffer "C"**
Exterior lighting	**Directed and shielded to avoid direct illumination of a lot zoned or used for residential uses**
Parking lots	**Designed to avoid glare from vehicle lights onto property that is zoned or used for residential uses**
Signage	Off-site signage is permissible

C. Up to two (2) off-site signs are permissible, subject to the dimensional standards for free-standing signage. Such signage shall be limited to locations on arterial or collector streets at intersections which provide direct access to the hospital site. Signs may be located within the public right-of-way or on non-residentially zoned property with authorization from the property owner.

STAFF REPORT
PAB 2014-09
Planning Advisory Board Hearing
May 14, 2014

APPLICATION FOR TEXT AMENDMENT TO CHANGE THE LAND DEVELOPMENT CODE

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	City of Fernandina Beach
AGENT:	Self
REQUESTED ACTION:	Land Development Code Text Amendment specifically amending LDC Section 6.02.11 Hospital Supplemental Standards

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Community Development Department Office. ***

SUMMARY OF REQUEST:

The City is requesting a modification of its supplemental standards for LDC Section 6.02.11 to allow for a maximum building height of hospitals of 60 feet tall and to allow for off-site signage. In order to address an anticipated annexation of the Nassau County Baptist Hospital, the City is modifying its LDC to accommodate the existing approved development of the hospital. The requested changes are the same as the development requirements for this use in Nassau County. The height allowance is similar to prior City actions to allow for a height exemption for mill sites (Table 4.02.03(E) footnote 5). The City has agreed to these modifications in consultation with hospital administration.

MOTION(S) TO CONSIDER:

I move to recommend (approval or denial) of PAB case number 2014-09 to the City Commission requesting an amendment to LDC Section 6.02.11, as described and that PAB case 2014-09, as presented, (is or is not) sufficiently compliant with applicable Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by:

Kelly N. Gibson
Senior Planner

July 2, 2014
News Leader Edition

SCANNED KB

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, July 15, 2014, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2014-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING THE LAND DEVELOPMENT CODE, REVISING CHAPTER 6 SECTION 6.02.11 FOR HOSPITAL SUPPLEMENTAL STANDARDS; 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, Monday through Friday.

Ltd: Adrienne

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Ordinance 2014-21
LDC Text Amendments - Hospitals

DEPARTMENT: Community Development Department

ATTACHMENTS: _X_ Ordinance ___ Resolution
___ Support Documents ___ Other

RECOMMENDED ACTION: Approve Ordinance 2014-21 at 2nd Reading.

SUMMARY: The City is requesting a modification of its supplemental standards in the Land Development Code (LDC) Section 6.02.11 to allow for a maximum building height of hospitals of 60 feet tall and to allow for off-site signage. In order to address an anticipated annexation of the Nassau County Baptist Hospital, the City is modifying its LDC to accommodate the existing approved development of the hospital. The requested changes are the same as the development requirements for this use in Nassau County. The height allowance is similar to prior City actions to allow for a height exemption for mill sites (Table 4.02.03(E) footnote 5). The City has agreed to these modifications in consultation with hospital administration.

Staff recommends approval of the requested change. The Planning Advisory Board issued a recommendation for approval of the proposed changes at its Regular Meeting on May 14, 2014. This Ordinance was approved at 1st reading by the City Commission at their June 17, 2014 meeting.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: No additional comments.

DEPARTMENT HEAD	Submitted by: Adrienne Burke, CDD Director AB Requested Agenda	Date: 7/2/14 Date: 7/15/14
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date:
CITY ATTORNEY	Approved as to Form & Legality TEB	Date: 7/3/14
CITY MANAGER	Approved Agenda Item for 7/15/14	Date: 7/2/14

COMMISSION ACTION:
___ Approved As Recommended ___ Disapproved
___ Approved With Modification ___ Postponed to Time Certain
___ Other ___ Tabled

Approved at the City Commission Meeting held on 7/15/14
Voted: 5-0 Initial: AB

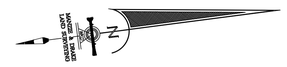
MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

ALL OF OUTLOTS 204, 205, 206, 207, 208, 209, 210, 211, 212, 213 AND THE SOUTHERLY 141.0 FEET OF OUTLOTS 203 AND 214; ALSO THE WESTERLY 10.0 FEET OF CITRONA LOTS 60, 61, 62 AND 63 TOGETHER WITH THE WESTERLY 10.0 FEET OF MAGNOLIA, NECTARINE AND OLIVE STREETS THAT LIES BETWEEN SAID CITRONA LOTS, FERNANDINA, 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).

ALSO, ALL OF THAT PORTION OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, THAT LIES SOUTHERLY AND ADJOINS OUTLOTS 208 AND 209 AFOREMENTIONED.

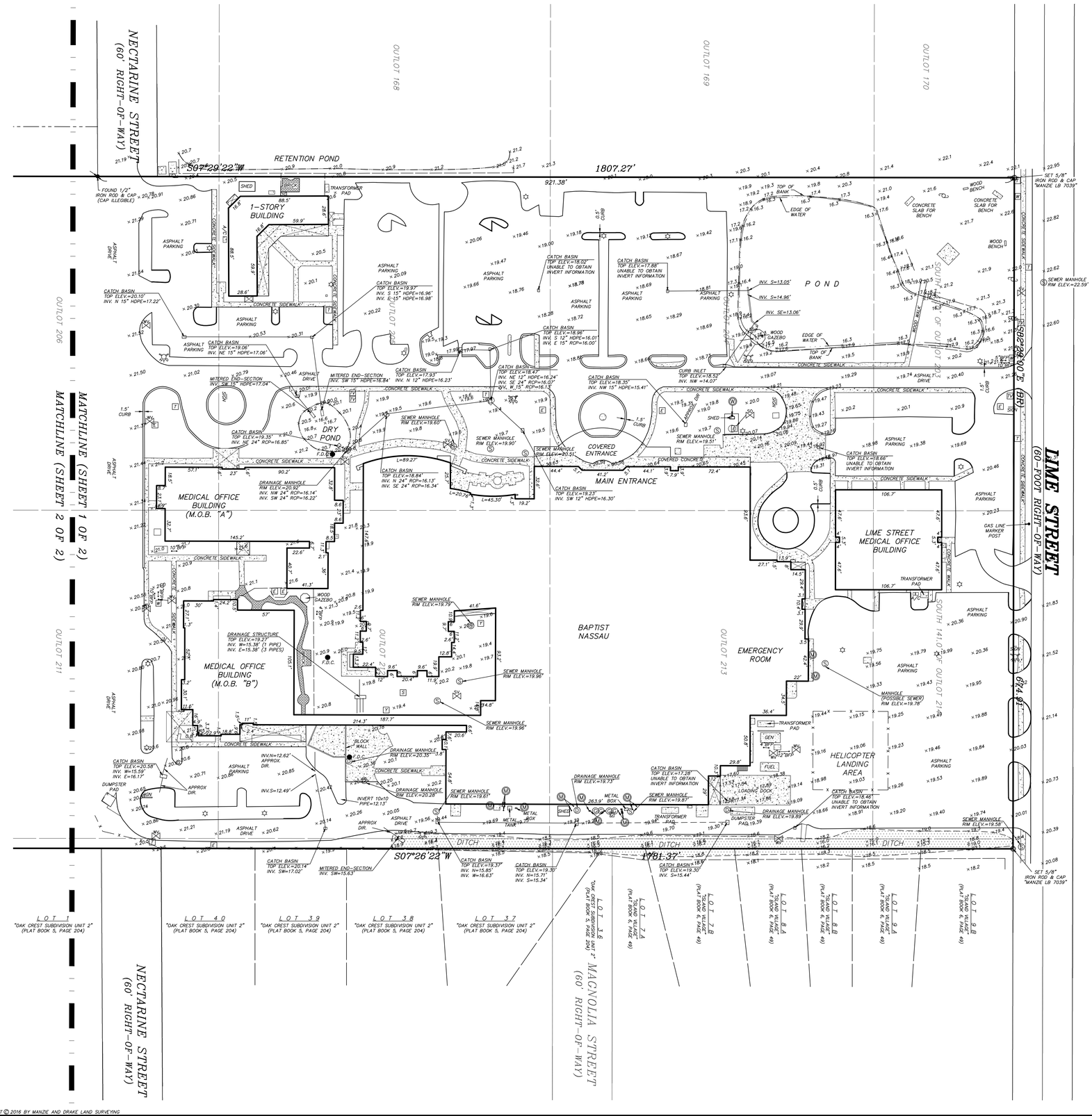
PREPARED FOR:
BAPTIST HEALTH



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



LEGEND

A/C = AIR CONDITIONER
TV = CABLE TELEVISION PEDESTAL
℄ = CENTERLINE
-x-x- = CHAIN LINK OR WIRE FENCE
CONC = CONCRETE FLATWORK
OHU = OVERHEAD UTILITY WIRES
E = ELECTRICITY METER
FH = FIRE HYDRANT
G = GAS METER
LP = LIGHT POLE
COVERED AREA
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
B.R. = BEARING REFERENCE
F.D.C. = FIRE DEPARTMENT CONNECTION
BFP = BACK-FLOW PREVENTER
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONCRETE PIPE
PVC = POLYVINYL CHLORIDE
HDPE = HIGH DENSITY POLYETHYLENE
C = SEWER CLEANOUT
S = SEWER MANHOLE
D = STORM MANHOLE
G = GREASE MANHOLE
T = TELEPHONE PEDESTAL
W = WATER METER
= WOOD FENCE
WOOD FLATWORK
= WOOD POWER POLE
= WELL
MW = MONITORING WELL
= SEWER VALVE
WV = WATER VALVE
Y = YARD DRAIN

SURVEY NOTES:

1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
4) Bearings shown hereon are based on S82°29'00"E for the southerly right-of-way line of Lime Street. The bearing reference line is indicated as thus (BR).
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
6) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0239 F, Dated 12/17/2010. Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
7) Site Benchmark is as shown hereon.
8) Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
9) The Reference Benchmark is a nail & disk (LB 7039) in 12" oak tree on the westerly right-of-way of Coastal Oaks Drive, 65' south of Nectarine Street. (Manzie & Drake Job No. 17006) (Field Book X-275, Page 74) (Elevation = 23.05' NAVD 1988).
10) This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

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☐ MICHAEL A. MANZIE, P.L.S. 4069
☐ WILLIAM D. PINKSTON, P.S.M. 6793

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"
"OUR *SIGHTS* ARE ON THE FUTURE,
SET YOUR *SITES* ON US."

SCALE: 1"=50' JOB NO: 14681 DATE: 8/22/16 CADD: WKD
F.B. NO: X-292 PAGE NO: 20 FIELD CREW: GS/CB FILE NO: C-749

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MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

ALL OF OUTLOTS 204, 205, 206, 207, 208, 209, 210, 211, 212, 213 AND THE SOUTHERLY 141.0 FEET OF OUTLOTS 203 AND 214; ALSO THE WESTERLY 10.0 FEET OF CITRONA LOTS 60, 61, 62 AND 63 TOGETHER WITH THE WESTERLY 10.0 FEET OF MAGNOLIA, NECTARINE AND OLIVE STREETS THAT LIES BETWEEN SAID CITRONA LOTS, FERNANDINA, 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).

ALSO, ALL OF THAT PORTION OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, THAT LIES SOUTHERLY AND ADJOINS OUTLOTS 208 AND 209 AFOREMENTIONED.

PREPARED FOR:
BAPTIST HEALTH

GRAPHIC SCALE

50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

COASTAL OAKS CIRCLE EAST
(RIGHT-OF-WAY VARIES)

COASTAL OAKS DRIVE
(RIGHT-OF-WAY VARIES)

GARDENIA STREET
(44-FOOT RIGHT-OF-WAY)

NEIGHBOR STREET

OLIVE STREET
(60' RIGHT-OF-WAY)

UNPLATTED SECTION 25

OUTLOT 208

OUTLOT 209

OUTLOT 207

OUTLOT 210

OUTLOT 206

OUTLOT 211

MATCHLINE (SHEET 1 OF 2)
MATCHLINE (SHEET 2 OF 2)

IMPROVEMENTS NOT LOCATED IN THIS AREA

LOT 4 "AMELIA PARK COASTAL DISTRICT – BLOCK 5" (PLAT BOOK 8, PAGE 62)

LOT 4 "COASTAL OAKS" (PLAT BOOK 8, PAGE 109)

LOT 5 "AMELIA PARK COASTAL DISTRICT – BLOCK 5" (PLAT BOOK 8, PAGE 62)

LOT 5 "COASTAL OAKS" (PLAT BOOK 8, PAGE 109)

LOT 6 "COASTAL OAKS" (PLAT BOOK 8, PAGE 109)

LOT 7 "COASTAL OAKS" (PLAT BOOK 8, PAGE 109)

LOT 8 "COASTAL OAKS" (PLAT BOOK 8, PAGE 109)

LOT 9 "COASTAL OAKS" (PLAT BOOK 8, PAGE 109)

LOT 10 "COASTAL OAKS" (PLAT BOOK 8, PAGE 109)

LOT 11 "COASTAL OAKS" (PLAT BOOK 8, PAGE 109)

LOT 12 "COASTAL OAKS" (PLAT BOOK 8, PAGE 109)

LOT 14 "COASTAL OAKS" (PLAT BOOK 8, PAGE 109)

LOT 15 "COASTAL OAKS" (PLAT BOOK 8, PAGE 109)

LOT 16 "COASTAL OAKS" (PLAT BOOK 8, PAGE 109)

TRACT "D" "COASTAL OAKS" (PLAT BOOK 8, PAGE 109)

TRACT A

P.I.N.=00-00-31-1029-0LOT-0000

LOT 14 "AMELIA PARK, PHASE TWO UNIT EIGHT" (PLAT BOOK 6, PAGE 391)

LOT 13 "AMELIA PARK, PHASE TWO UNIT EIGHT" (PLAT BOOK 6, PAGE 391)

LOT 12 "AMELIA PARK, PHASE TWO UNIT EIGHT" (PLAT BOOK 6, PAGE 391)

LOT 11 "AMELIA PARK, PHASE TWO UNIT EIGHT" (PLAT BOOK 6, PAGE 391)

LOT 10 "AMELIA PARK, PHASE TWO UNIT EIGHT" (PLAT BOOK 6, PAGE 391)

LOT 9 "AMELIA PARK, PHASE TWO UNIT EIGHT" (PLAT BOOK 6, PAGE 391)

LOT 8 "AMELIA PARK, PHASE TWO UNIT EIGHT" (PLAT BOOK 6, PAGE 391)

LOT 7 "AMELIA PARK, PHASE TWO UNIT EIGHT" (PLAT BOOK 6, PAGE 391)

LOT 6 "AMELIA PARK, PHASE TWO UNIT EIGHT" (PLAT BOOK 6, PAGE 391)

LOT 5 "AMELIA PARK, PHASE TWO UNIT EIGHT" (PLAT BOOK 6, PAGE 391)

LOT 4 "AMELIA PARK, PHASE TWO UNIT EIGHT" (PLAT BOOK 6, PAGE 391)

AMELIA PARK, PHASE TWO UNIT EIGHT (PLAT BOOK 6, PAGE 391)

SECTION 25 / SECTION 29

S89°02'32"W 673.60'

N07°24'25"E 401.72'

S07°29'22"W 1807.27'

FOUND 4"x4" CONCRETE MONUMENT "MANZIE LB 7039"

FOUND 3/4" IRON PIPE

S07°25'01"W 211.29'

328.79' 91.53'

FOUND 4"x4" CONCRETE MONUMENT "RLS 1375"

FOUND 1/2" IRON ROD & CAP "RLS 1375"

SET 5/8" IRON ROD & CAP "MANZIE LB 7039"

S79°46'06"E 10.00'

25.97' 47.33'

165.82'

155.14' S07°26'22"W

78.25'

1781.37'

LOT 5 "OAK CREST SUBDIVISION" (PLAT BOOK 5, PAGE 135)

LOT 6 "OAK CREST SUBDIVISION" (PLAT BOOK 5, PAGE 135)

LOT 7 "OAK CREST SUBDIVISION" (PLAT BOOK 5, PAGE 135)

LOT 8 "OAK CREST SUBDIVISION" (PLAT BOOK 5, PAGE 135)

LOT 18 "OAK CREST SUBDIVISION" (PLAT BOOK 5, PAGE 135)

LOT 19 "OAK CREST SUBDIVISION" (PLAT BOOK 5, PAGE 135)

LOT 5 "OAK CREST SUBDIVISION UNIT 2" (PLAT BOOK 5, PAGE 204)

LOT 4 "OAK CREST SUBDIVISION UNIT 2" (PLAT BOOK 5, PAGE 204)

LOT 3 "OAK CREST SUBDIVISION UNIT 2" (PLAT BOOK 5, PAGE 204)

LOT 2 "OAK CREST SUBDIVISION UNIT 2" (PLAT BOOK 5, PAGE 204)

LOT 1 "OAK CREST SUBDIVISION UNIT 2" (PLAT BOOK 5, PAGE 204)

SURVEY NOTES:

1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
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LEGEND

A/C = AIR CONDITIONER
C = CABLE TELEVISION PEDESTAL
℄ = CENTERLINE
= CONCRETE FLATWORK
—OHU— = OVERHEAD UTILITY WIRES
E = ELECTRICITY METER
= FIRE HYDRANT
G = GAS METER
= LIGHT POLE
= COVERED AREA
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
B.R. = BEARING REFERENCE
F.D.C. = FIRE DEPARTMENT CONNECTION
BFP = BACK-FLOW PREVENTER
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONCRETE PIPE
PVC = POLYVINYL CHLORIDE
HDPE = HIGH DENSITY POLYETHYLENE
S = SEWER CLEANOUT
= SEWER MANHOLE
= STORM MANHOLE
= GREASE MANHOLE
T = TELEPHONE PEDESTAL
W = WATER METER
= WOOD FENCE
= WOOD FLATWORK
= WOOD POWER POLE
= WELL
= MONITORING WELL
= SEWER VALVE
= WATER VALVE
= YARD DRAIN

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

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SCALE: 1"=50' JOB NO: 14681 DATE: 8/22/16 CADD: WKD
F.B. NO: X-292 PAGE NO: 20 FIELD CREW: GS/CB FILE NO: C-749

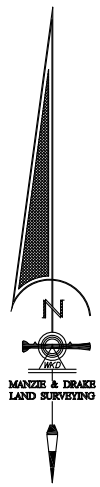
SHEET 2 OF 2

MANZIE & DRAKE LAND SURVEYING

EXHIBIT "D"

SHEET 1 OF 3

"SITE PLAN"

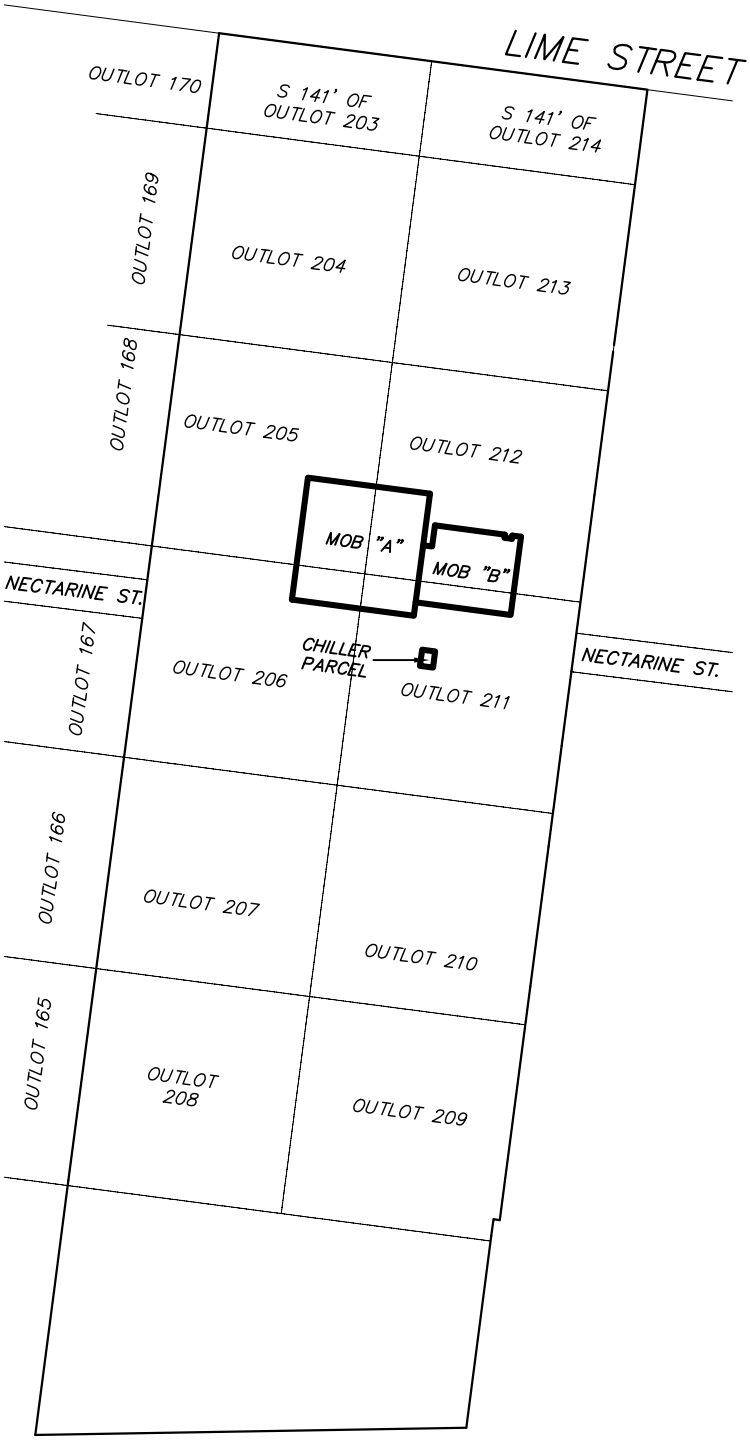


GRAPHIC SCALE

0 150 300

(IN FEET)

1 inch = 300 ft.



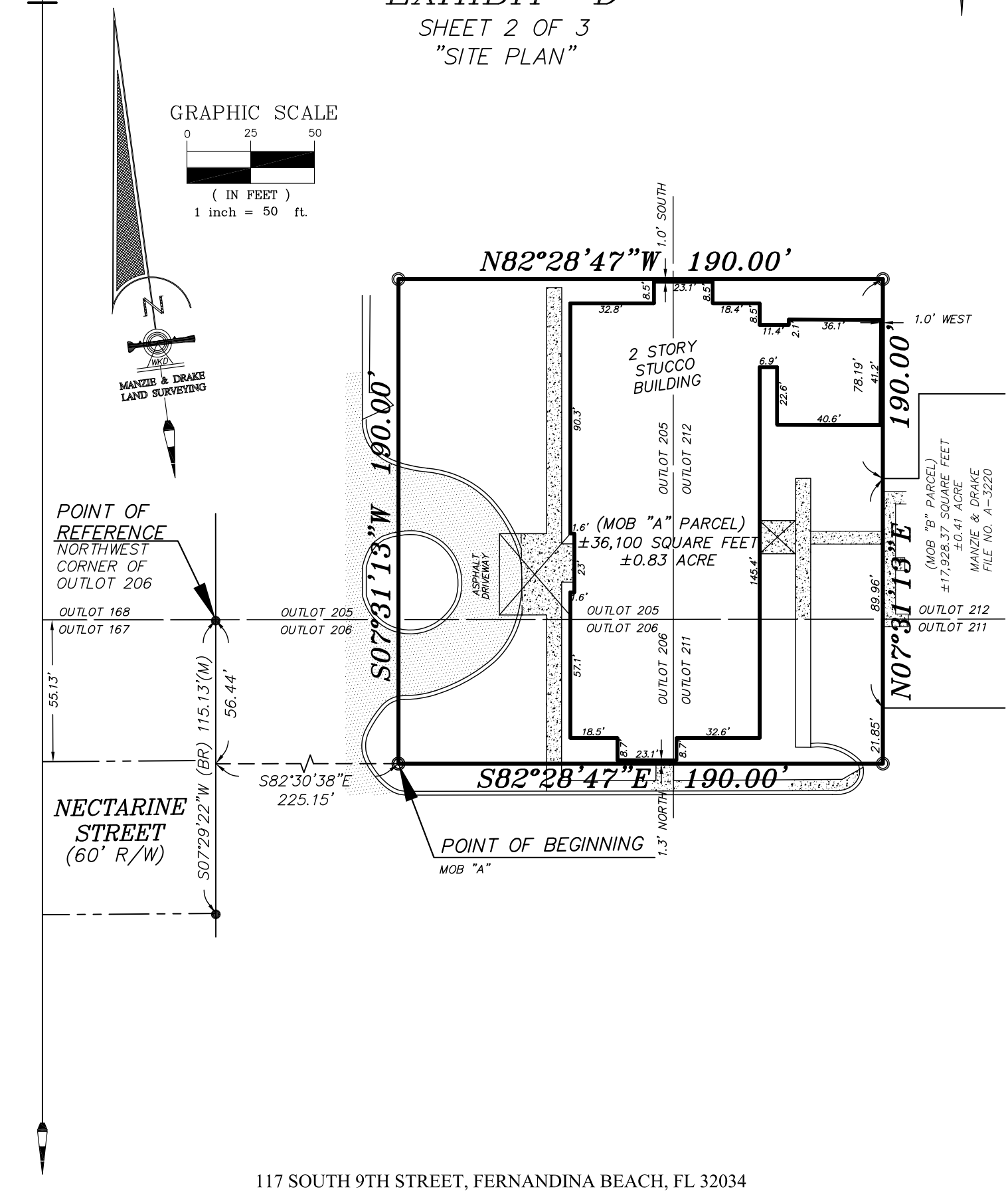
117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034
OFFICE (904)491-5700 * FAX (904)491-5777
WWW.MANZIEANDDRAKE.COM

MANZIE & DRAKE LAND SURVEYING

EXHIBIT "D"

SHEET 2 OF 3

"SITE PLAN"



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OFFICE (904)491-5700 * FAX (904)491-5777
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EXHIBIT "D"

SHEET 3 OF 3

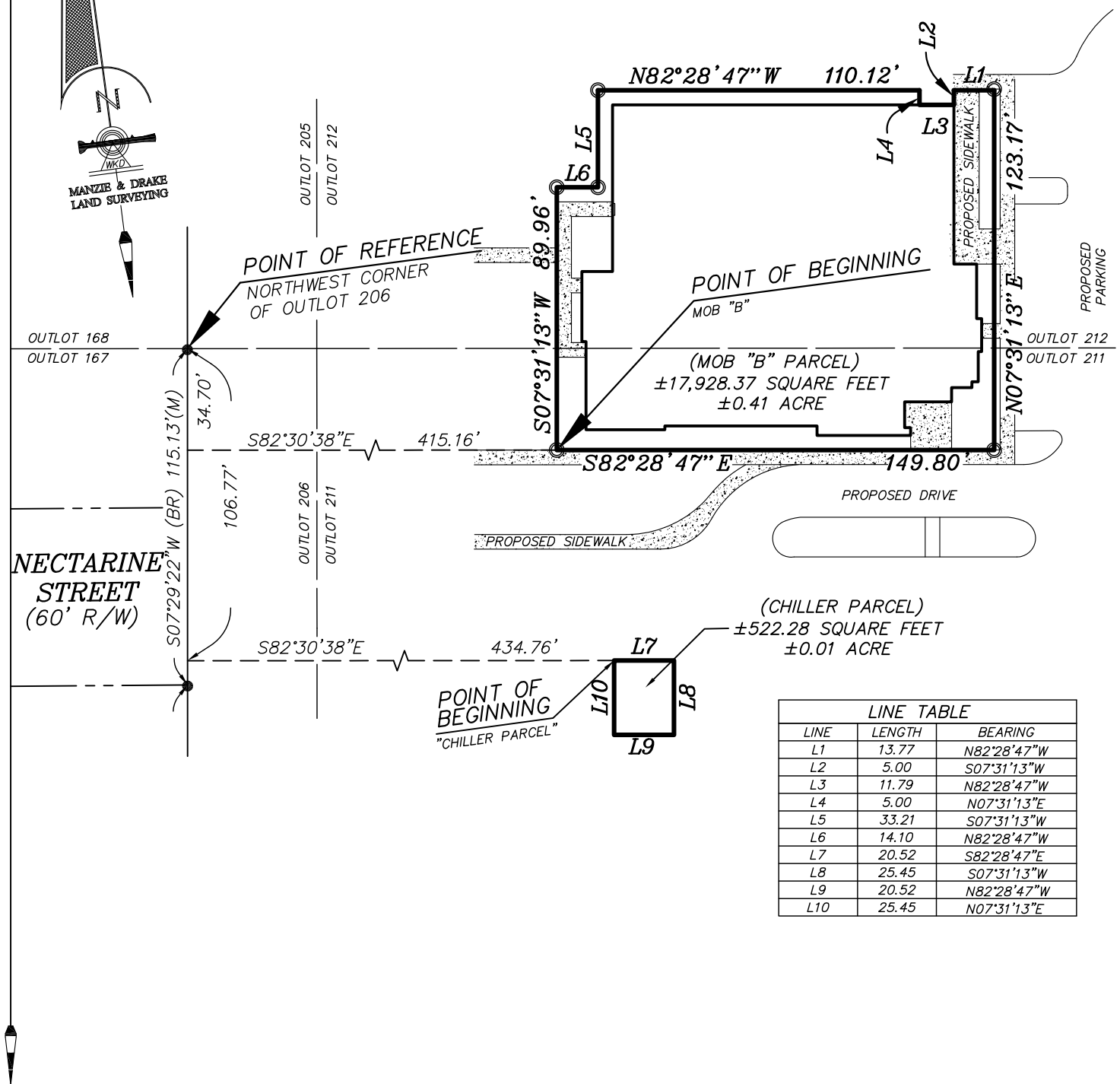
"SITE PLAN"

GRAPHIC SCALE

0 25 50

(IN FEET)

1 inch = 50 ft.



LINE TABLE		
LINE	LENGTH	BEARING
L1	13.77	N82°28'47"W
L2	5.00	S07°31'13"W
L3	11.79	N82°28'47"W
L4	5.00	N07°31'13"E
L5	33.21	S07°31'13"W
L6	14.10	N82°28'47"W
L7	20.52	S82°28'47"E
L8	25.45	S07°31'13"W
L9	20.52	N82°28'47"W
L10	25.45	N07°31'13"E

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OFFICE (904)491-5700 * FAX (904)491-5777

WWW.MANZIEANDDRAKE.COM

MAP OF BOUNDARY SURVEY

PORTION OF NASSAU BAPTIST MEDICAL CENTER

LINE TABLE		
LINE	LENGTH	BEARING
L1	13.77	N82°28'47"W
L2	5.00	S07°31'13"W
L3	11.79	N82°28'47"W
L4	5.00	N07°31'13"E
L5	33.21	S07°31'13"W
L6	14.10	N82°28'47"W
L7	20.52	S82°28'47"E
L8	25.45	S07°31'13"W
L9	20.52	N82°28'47"W
L10	25.45	N07°31'13"E

MOB "B" PARCEL

A PORTION OF OUTLOTS 211 AND 212, CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), 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 REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF OUTLOT 206, ACCORDING TO SAID PLAT OF FERNANDINA BEACH; THENCE SOUTH 07°29'22" WEST, ALONG THE WEST LINE OF SAID OUTLOT 206, A DISTANCE OF 34.70 FEET; THENCE SOUTH 82°30'38" EAST A DISTANCE OF 415.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82°28'47" EAST A DISTANCE OF 149.80 FEET; THENCE NORTH 07°31'13" EAST A DISTANCE OF 123.17 FEET; THENCE NORTH 82°28'47" WEST A DISTANCE OF 13.77 FEET; THENCE SOUTH 07°31'13" WEST A DISTANCE OF 5.00 FEET; THENCE NORTH 82°28'47" WEST, A DISTANCE OF 11.79 FEET; THENCE NORTH 07°31'13" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 82°28'47" WEST, A DISTANCE OF 110.12 FEET; THENCE SOUTH 07°31'13" WEST, A DISTANCE OF 33.21 FEET; THENCE NORTH 82°28'47" WEST, A DISTANCE OF 14.10 FEET; THENCE SOUTH 07°31'13" WEST, A DISTANCE OF 89.96 FEET TO THE POINT OF BEGINNING.

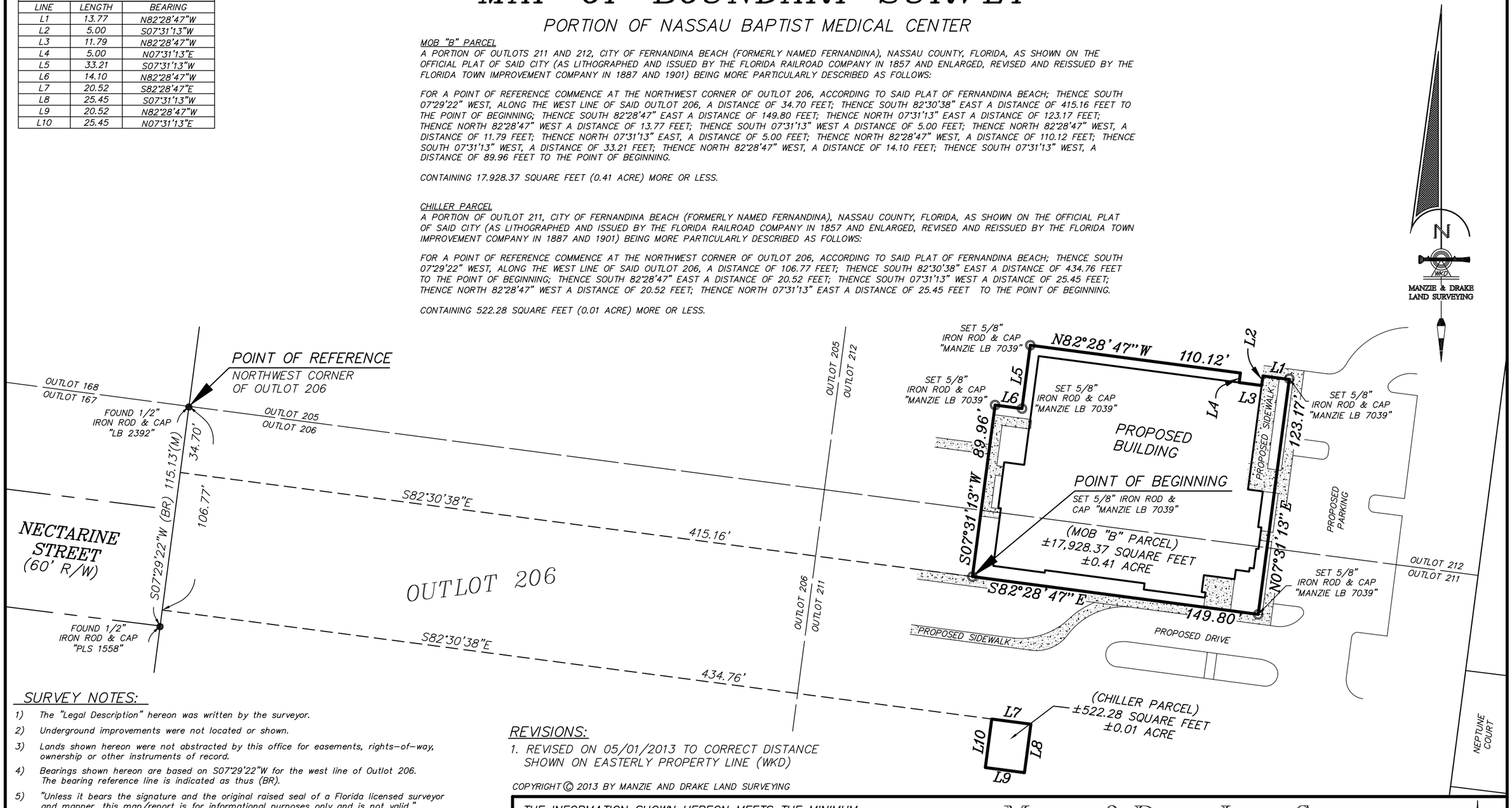
CONTAINING 17.928.37 SQUARE FEET (0.41 ACRE) MORE OR LESS.

CHILLER PARCEL

A PORTION OF OUTLOT 211, CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), 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 REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF OUTLOT 206, ACCORDING TO SAID PLAT OF FERNANDINA BEACH; THENCE SOUTH 07°29'22" WEST, ALONG THE WEST LINE OF SAID OUTLOT 206, A DISTANCE OF 106.77 FEET; THENCE SOUTH 82°30'38" EAST A DISTANCE OF 434.76 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82°28'47" EAST A DISTANCE OF 20.52 FEET; THENCE SOUTH 07°31'13" WEST A DISTANCE OF 25.45 FEET; THENCE NORTH 82°28'47" WEST A DISTANCE OF 20.52 FEET; THENCE NORTH 07°31'13" EAST A DISTANCE OF 25.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 522.28 SQUARE FEET (0.01 ACRE) MORE OR LESS.



SURVEY NOTES:

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2) Underground improvements were not located or shown.
3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
4) Bearings shown hereon are based on S07°29'22"W for the west line of Outlot 206. The bearing reference line is indicated as thus (BR).
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid."
6) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0239 F, Dated 12/17/2010. Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
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REVISIONS:

1. REVISED ON 05/01/2013 TO CORRECT DISTANCE SHOWN ON EASTERLY PROPERTY LINE (WKD)

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SCALE: 1"=50' JOB NO: 14681 DATE: 3/29/13 CADD: WKD
F.B. NO: FILE PAGE NO: FILE FIELD CREW: N/A FILE NO: A-3220

MAP OF BOUNDARY SURVEY

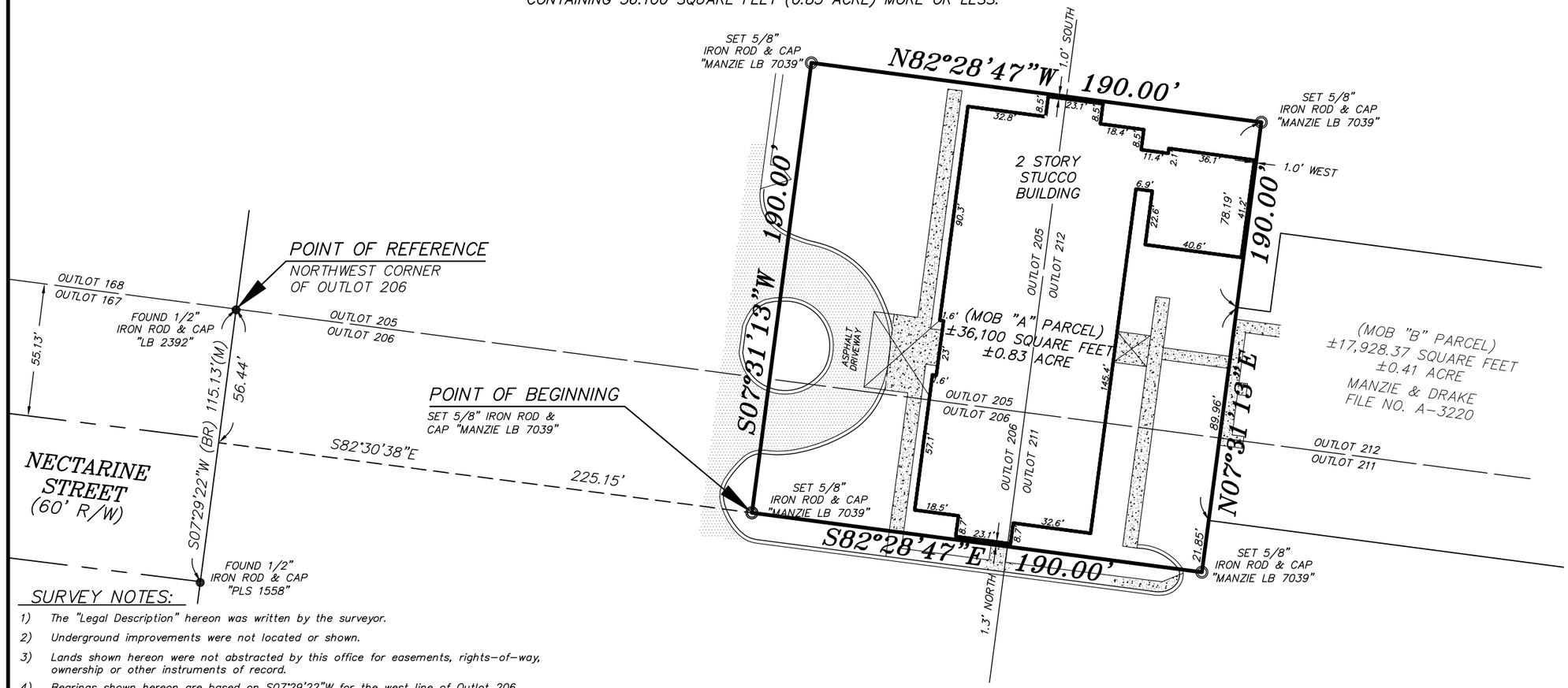
PORTION OF NASSAU BAPTIST MEDICAL CENTER

MOB "A" PARCEL

A PORTION OF OUTLOTS 205, 206, 211 AND 212, CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), 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 REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF OUTLOT 206, ACCORDING TO SAID PLAT OF FERNANDINA BEACH; THENCE SOUTH 07°29'22" WEST, ALONG THE WEST LINE OF SAID OUTLOT 206, A DISTANCE OF 56.44 FEET; THENCE SOUTH 82°30'38" EAST A DISTANCE OF 225.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82°28'47" EAST A DISTANCE OF 190.00 FEET; THENCE NORTH 07°31'13" EAST A DISTANCE OF 190.00 FEET; THENCE NORTH 82°28'47" WEST A DISTANCE OF 190.00 FEET; THENCE SOUTH 07°31'13" WEST A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 36,100 SQUARE FEET (0.83 ACRE) MORE OR LESS.



N

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SCALE: 1"=50' JOB NO: 14681 DATE: 8/9/13 CADD: WKD
F.B. NO: FILE PAGE NO: FILE FIELD CREW: N/A FILE NO: A-3334

JUL 8 1994

BK0708PG1569
OFFICIAL RECORDS

RC 15.00
DS .70

QUITCLAIM DEED

THIS QUITCLAIM DEED is made as of the 30th day of June, 1994, by **NASSAU GENERAL HOSPITAL BOARD OF TRUSTEES** (formerly Humphreys Memorial Hospital), a political subdivision of the State of Florida, organized and existing under Chapter 21228, Laws of Florida 1941 and subsequent additions and revisions thereof ("Grantor"), whose address is 1250 S. 18th Street, Fernandina Beach, Florida 32034, to **BAPTIST MEDICAL CENTER OF NASSAU, INC.**, a Florida not-for-profit corporation ("Grantee"), whose address is 800 Prudential Drive, Jacksonville, Florida 32207.

WITNESSETH, that the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to that certain land situate in Nassau County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee.

THIS deed has been executed and delivered by Grantor pursuant to the authority set forth in 1994 Fla. Laws ch. 446.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name and its seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Ann Hernandez
Print Name: ANN Hernandez

Print Name:

FARID ULLAH KHAN (SEAL)

NASSAU GENERAL HOSPITAL BOARD OF TRUSTEES

By Joni Branan
Joni Branan
Chairman of the Board

THIS INSTRUMENT PREPARED BY:
C. PRESTON KEYES
1800 FIRST UNION NATIONAL BANK TOWER
225 WATER STREET
JACKSONVILLE, FLORIDA 32202

RECORD AND RETURN TO:
SMITH HULSEY & BUSEY
1800 FIRST UNION NATIONAL BANK TOWER
225 WATER STREET
JACKSONVILLE, FLORIDA 32202

NASSAU COUNTY 126581
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT OF REVENUE
JN-94
$00.70

15.00
.70
6216 3

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 2, 5th day of June, 1994, by Joni Branan, as Chairman of Nassau General Hospital Board of Trustees (formerly Humphreys Memorial Hospital), a political subdivision of the State of Florida, organized and existing under Chapter 21228, Laws of Florida 1941 and subsequent additions and revisions thereof, on behalf of Nassau General Hospital Board of Trustees. She is personally known to me or has produced _____ as identification.

Julia O. Burk
Print Name: Julia O. Burk
Notary Public, State of Florida
Commission No. _____
My Commission Expires:

JULIA O. BURK
My Commission CC296763
Expires Aug. 13, 1997
Bonded by ANB
(904) 652-5478

116778

EXHIBIT "A" BK0708PG1571

OFFICIAL RECORDS

All those certain pieces or parcels of land, situate, lying and being adjacent to and South of the City Limits of the City of Fernandina Beach, Florida, formerly named Fernandina, Nassau County, Florida, and known and described on the official plat of said City (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) as all of Outlots Numbered Two Hundred Four (204) through Two Hundred Thirteen (213), inclusive and the Southerly One Hundred Forty-one (141) feet of Outlots Two Hundred Three (203) and Two Hundred Fourteen (214). ALSO that part of Section Twenty-five (25), Township Three (3) North, Range Twenty-eight (28) East, described as follows:

Beginning at the Southwesterly corner of Outlot Number Two Hundred Eight (208) and go South Eighty-two (82) degrees, Twenty-eight (28) minutes East along the Southerly line of Outlot Two Hundred Eight (208) and Two Hundred Nine (209) for Six Hundred Sixty-six (666) feet, to the Southeast corner of Outlot Number Two Hundred Nine (209); thence go North Seven (7) degrees, Thirty-two (32) minutes East along the Easterly line of Outlot Number Two Hundred Nine (209), for Twenty-six (26) feet to the Southwesterly corner of Citrona Lot Number Sixty (60); thence go South Eighty-two (82) degrees, Twenty-eight (28) minutes East along the Southerly line of Citrona Lots Numbered Sixty (60) and Fifty-nine (59), for Six Hundred Eighty-one (681) feet, more or less, to the Southerly line of Section Twenty-five (25); thence go South Eighty-nine (89) degrees, Two (02) minutes West along the Southerly line of Section Twenty-five (25) for One Thousand Three Hundred Sixty-one and Ninety-five Hundredths (1361.95) feet; more or less, to a point on the extension of the West line of Outlot Number Two Hundred Eight (208) to the South; thence go North Seven (7) degrees, Thirty-two (32) minutes East, for One Hundred Seventy-five and Thirty-one Hundredths (175.31) feet to the point of beginning at the Southwest corner of Outlot Two Hundred Eight (208).

This parcel of land contains Two and Seventy-one Hundredths (2.71) acres, more or less. The Outlots described above contain Twenty-seven and Sixty-one Hundredths (27.61) acres. This makes a total of Thirty and Thirty-two Hundredths (30.32) acres, more or less.

FILED & RECORDED IN PUBLIC RECORDS OF NASSAU COUNTY, FL. RECORD VERIFIED

110439 94116645 94 JUL -8 PM 3:44

CLERK OF COURTS
NASSAU COUNTY, FLORIDA

Print

Planning Advisory Board (PAB) - Submission #5889

Date Submitted: 9/2/2020

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

- [ ] Zoning Map Amendment (â‰¤ 10 acres $1,000 / > 10acres $2,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $1,000 / > 10acres $2,000)
- [ ] LDC Text Amendment ($1,000)
- [ ] Comp Plan Amendment ($1,700)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $1,000 / > 20 units $1,600)
- [ ] Subdivision Plat â€“ Final ($850)
- [ ] Vacation of R.O.W. ($1,700)
- [x] Voluntary Annexation ($1,500)
- [ ] Revision to each PAB Application - To offset additional display ad fee ($400)

PAB 2020 - MEETING AND SUBMISSION DEADLINE CALENDAR

PAB 2020

IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:

- [ ] LDC Text Amendment â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [ ] Zoning Map Changes â€“ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

- [ ] A complete application filed at least thirty (30) days before the date of the Planning Advisory Boardâ€™s public hearing;
- [ ] Proof of Ownership (copy of deed or tax statement);
- [ ] A current survey of the property (no older than two years);
- [ ] If applying as an agent, Ownerâ€™s Authorization for Agent Representation form needs to be signed/ notarized and included in application;
- [ ] A detailed letter of intent stating the following:
- [ ] o The consistency of the proposed amendment(s) or action(s) with the Cityâ€™s Comprehensive Plan.
- [ ] o A justification for the proposed amendment(s) or action(s).

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†’ Map Search

Site Address*

S. 18th Street - Baptist Medical Center

City*

Fernandina Beachfl

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-31-1600-0203-0000; 00-00-31-1600-0205-001L; 00-00-31-1600-0205-002L; 00-00-31-0160-0000-0000

Lot*

various

Block*

various

Subdivision*

n/a

Zoning District*

C-1

Future Land Use Designation*

Public & Institutional

REVIEW TYPE*

- [ ] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [x] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

various

Last Name*

various

Company (if applicable)

n/a

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

kgibson@fbfl.city

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Ownerâ€™s Authorization For Agent Representation form must be included

First Name

Kelly

Last Name

Gibson

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

kgibson@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Summary of Request (more detailed information to be provided in required letter of intent)*

voluntary annexation of the following parcels: 00-00-31-1600-0203-0000; 00-00-31-1600-0205-001L; 00-00-31-1600-0205-002L; 00-00-31-0160-0000-0000

Certification*

☑ By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.

☑ I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Kelly

Applicant Last Name*

Gibson

Today's Date*

9/2/2020

Upload Supporting Documentation*

Annexation_2020.xlsx

Upload 2

Choose File No file selecte

Upload 3

Choose File No file selecte

Upload 4

Choose File No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

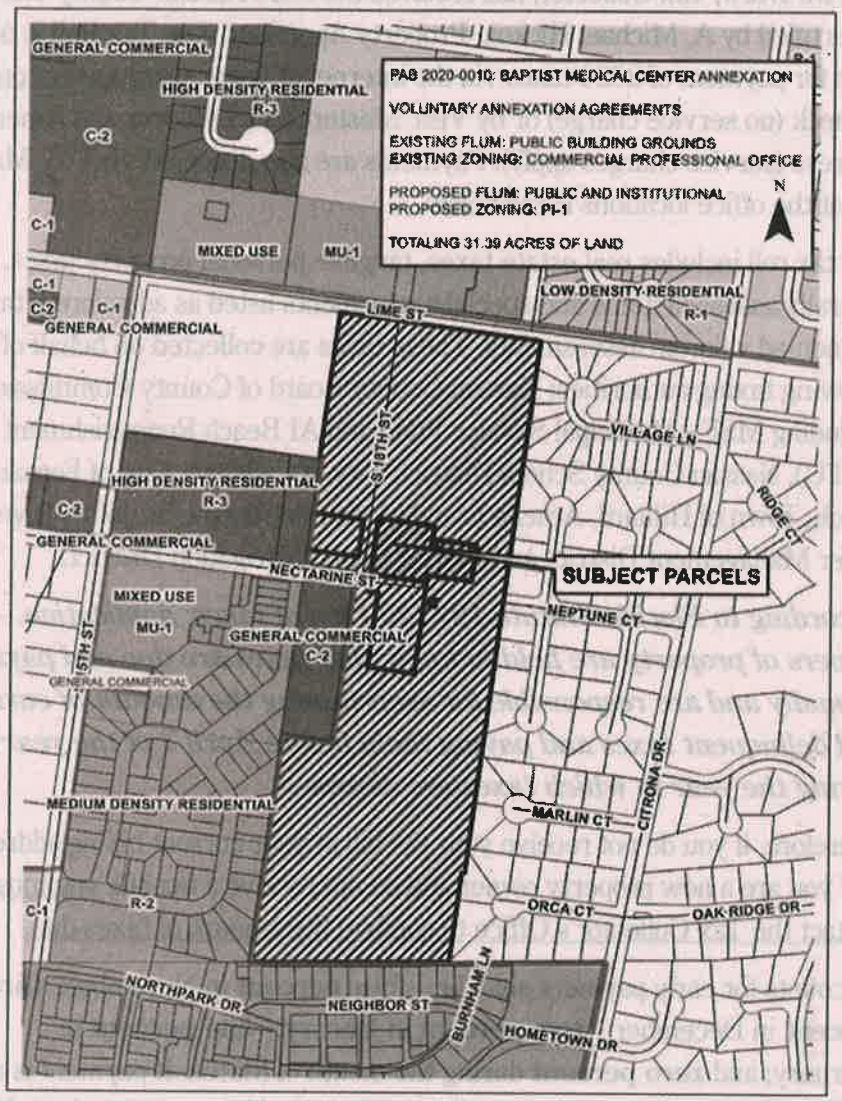
204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, November 17, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-39

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 31.39 ACRES OF LAND LOCATED ON THE BAPIST MEDICAL CENTER AT 1250 S. 18TH STREET, 1367 S. 18TH STREET AND INCLUDING VACANT LANDS CONTIGUOUS TO THE CITY LIMITS; 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.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

November 4, 2020 N/L Edition

CITY OF FERNANDINA BEACH **Caroline Best**
Office of the City Clerk cbest@fbfl.org

CERTIFIED MAIL

October 23, 2020

Board of Nassau County Commission
96135 Nassau Place, Suite #1
Yulee, FL 32097

RE: NOTICE OF ANNEXATION OF APPROXIMATELY 31.39 ACRES OF LAND LOCATED ON THE BAPTIST MEDICAL CENTER AT 1250 SOUTH 18TH STREET, 1367 SOUTH 13TH STREET AND INCLUDING VACANT LANDS CONTIGUOUS TO THE CITY LIMITS

Honorable Commissioners:

In accordance with FS 171.044, please see the Notice of Public Hearing (attached) scheduled for Tuesday, November 17, 2020, at 6:00pm of an Ordinance of the City Commission of the City of Fernandina Beach annexing 0.61 acres of land as follows:

ORDINANCE 2020-39

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 31.39 ACRES OF LAND LOCATED ON THE BAPIST MEDICAL CENTER AT 1250 S. 18TH STREET, 1367 S. 18TH STREET AND INCLUDING VACANT LANDS CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If you have any questions regarding this annexation, please do not hesitate to let us know.

Sincerely,
City of Fernandina Beach

Kim Briley, MMC
Deputy City Clerk
Attachment(s)

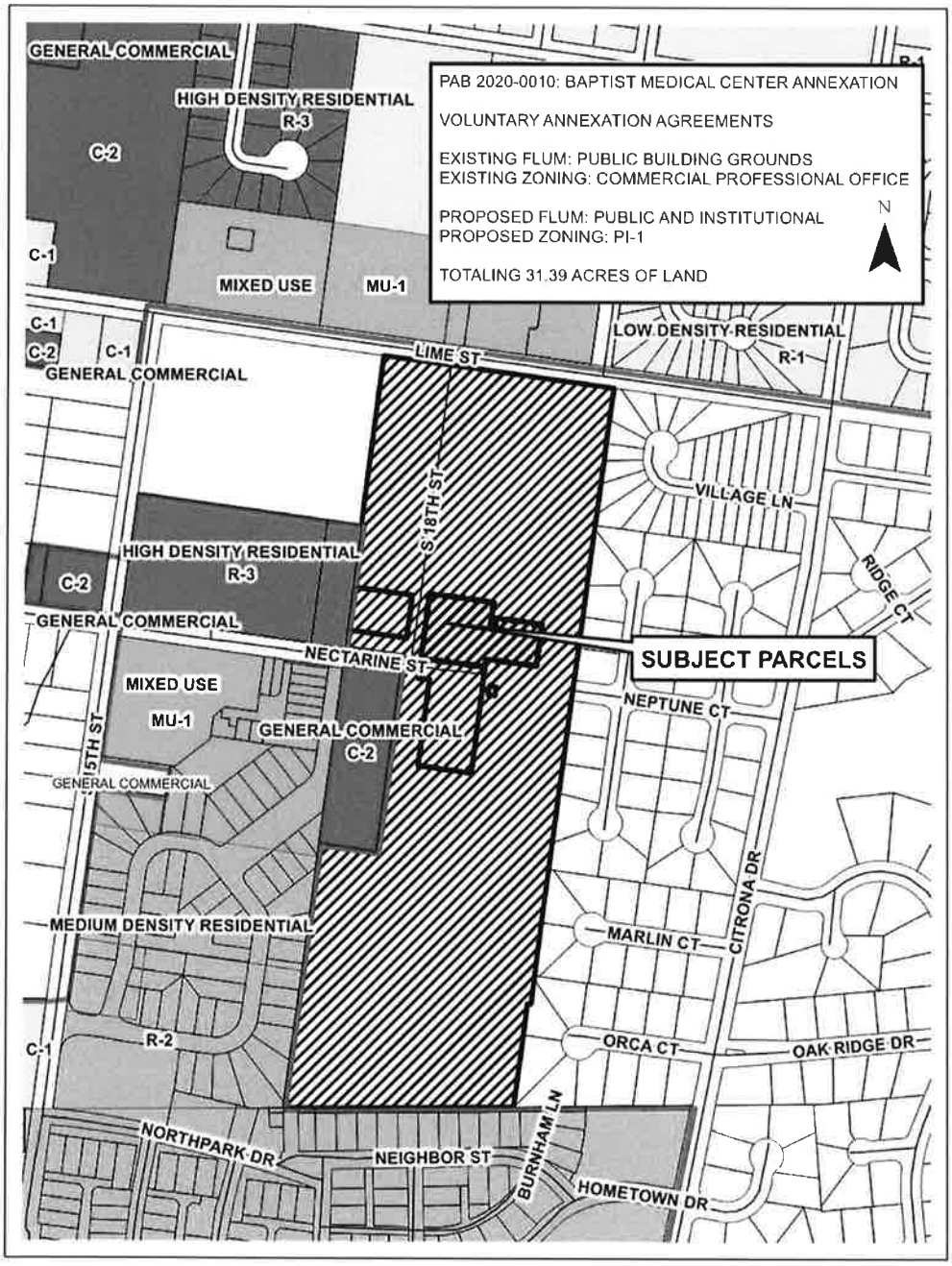
cc: Taco Pope, Nassau County Manager
Kelly Gibson, Planning Manager
Tammi Bach, City Attorney
Thad Crowe, Director, Nassau County Department of Planning and Economic Development

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

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Note:

Please run as a DISPLAY in the November 4, 2020 and November 11, 2020 editions 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 of Adjustment
Three appointments

ITEM TYPE: Board Appointment

REQUESTED ACTION:

SYNOPSIS: The Board of Adjustment (BOA) has one Regular Member vacancy and two Alternate Member vacancies:
The Regular Member vacancy is for one, three year unexpired term, ending December 31, 2021; the Alternate Member #1 vacancy is for one, three-year unexpired term, ending December 31, 2021; and the Alternate Member #2 vacancy is for one, three-year unexpired term ending December 31, 2022.

Three applicants have expressed interest in serving on the BOA: Mr. Geoffrey Grant, Mr. Anthony Oliva and Mr. Bill Skulmis. Their applications are attached hereto for Commissioner consideration.

In accordance with City Charter Section 69, each BOA applicant resides within the jurisdictional boundaries of the incorporated City limits.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): No recommendation.

Caroline Best, City Clerk	11/5/2020
Nicole Bednar, Administrative Services Manager	11/6/2020
Dale L. Martin, City Manager	11/10/2020

Date: October 26, 2020

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

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	Geoffrey E Grant
Home Mailing Street Address	1543 Canopy Drive
City	Fernandina Beach
Zip Code	32034
Primary Phone	904-321-6888
Secondary Phone	*Field not completed.*

Please note that board materials are distributed electronically.

Email to receive board materials	ggrant1543@gmail.com
Employer	Retired
Position Title	*Field not completed.*
Business Address	*Field not completed.*
City	*Field not completed.*
Zip	*Field not completed.*
Select the advisory board/committee you are applying for:	Board of Adjustment
Additional board that you are applying for:	None
Why are you interested in serving on this Board?	Service to the community. I have been service oriented since I entered the US Naval Academy in 1968, continued through US Submarine Service and into my two decades plus in the US Nuclear Regulatory Commission. I have had family here on the

Please explain.	island for 20 years and have owned and lived here for over 10 years. I feel both part of and invested in the community. Although happily retired, I believe I have something to offer in service to our city.

Eligibility

Are you a resident of the City?	Yes
Length of time:	10+ 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
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):	*Field not completed.*

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:	I believe that the fundamentals of almost my entire professional career(s) support participation on the Board of Adjustment: Experience G GRANT CONSULTING, LLC November 2013 - 2018 Mr. Grant was an independent consultant providing regulatory, oversight, assessment and program expertise/insight/guidance to the energy industry. He continued his participation on the independent oversight board for CB&I's AP 1000 module fabrication facility and also participated as an independent executive reviewer on CB&I's corporate Executive Nuclear Safety Council. CB&I/SHAW GROUP July 2007 – October 2013 Mr. Grant joined the Shaw Group (later CB&I) in its Power/Nuclear Division as the Director of Nuclear Quality. In this capacity he was responsible for establishing and executing the company Nuclear Quality Assurance program. He "stood-up" the entire framework, quality organization and staffing for conducting nuclear quality activities on the first new construction nuclear plants in the U.S. in decades. This effort spanned early activities to define organization and implementation models through to actual establishment of the organizations on the new plant sites. Subsequently, Mr. Grant transitioned to Vice President of Licensing and Regulatory Compliance where he was responsible for the regulatory interface with clients (licensees) and the Nuclear Regulatory Commission (NRC). In this capacity, he was the company's direct representative to the NRC on a variety of regulatory issues, and also was the company representative to various industry organizations such as NEI's New Plant Working Group. Additionally, he was responsible for program management/execution of the Employee Concerns Program, Nuclear Safety Culture program, and the NRC required fitness for duty/access authorization (construction site security) programs. Mr. Grant was named to the newly created CB&I corporate position of Vice President of Nuclear Safety. As the Corporate Nuclear Safety Officer he was responsible for establishing and improving the company strategies and policies for ensuring a positive nuclear safety culture including programs and processes that span three of the four major CB&I business groups. Additionally, he chaired an independent oversight Board (comprised of senior CB&I and utility executives, and outside consultants) for one of the CB&I fabrication facilities.

UNITED STATES NUCLEAR REGULATORY COMMISSION
January 1986 – July 2007

Mr. Grant worked for the NRC for over 20 years. His experience spanned technical, program, policy and leadership activities. He had field experience as a resident and senior resident inspector at nuclear power plants, headquarters experience in reactor regulation and licensing as well as policy and program oversight, and executive experience in the NRC's Midwest office. His NRC assignments included:

Deputy Regional Administrator, Region III

Mr. Grant was appointed Deputy Regional Administrator for the NRC's office in Lisle, Illinois in August of 2003, until his retirement from Federal Service in 2007. In this challenging senior leadership position he led more than 220 executives, managers and staff in the implementation of the NRC's reactor and nuclear materials safety programs for the Midwestern United States.

Director, Division of Reactor Projects, Region III

Mr. Grant was the Director of the Division of Reactor Projects in the NRC's Region III office from May 1997 to August 2003 and coordinated the reactor inspection program for over one quarter of the nation's commercial nuclear facilities. In this capacity he had direct oversight responsibility for the NRC's resident inspection program where he focused agency resources on the technical and operational performance at these sites including early identification of problems and negative performance trends.

Director, Division of Reactor Safety, Region III

Mr. Grant was the Director of the Division of Reactor Safety in the NRC's Region III office from October 1993 to May 1997. In this capacity he led a division responsible for a broad array of technical reactor safety inspections, security inspections and licensing of individual power plant operators.

Headquarters

Mr. Grant held a variety of positions in the NRC's Headquarters from December 1989 to October 1993. From 1991 to 1993 he served as a senior member on the staff of the NRC's Executive Director for Operations (EDO) (the operational head of the

	agency). In this capacity he was the primary liaison for the EDO on a number of major program areas including advanced reactor design reviews, combined reactor licensing process, integrated test and acceptance review process for new reactors, and reactor plant license renewal. From 1989 to 1991 he was in the Office of Nuclear Reactor Regulation and led a major reform of the agency's process for assessment and public communication of the overall safety performance of nuclear power plants. He also had the lead for developing and overseeing an innovative inspection of maintenance programs across the entire US fleet of power reactors. Region I Mr. Grant began his NRC career as a resident inspector at the Millstone plant in Connecticut in 1986 and in 1987 became the senior resident inspector at the Vermont Yankee plant. In these front-line positions, often referred to as the "eyes and ears" of the NRC, he developed and conducted the agency's reactor safety inspections and provided the overall assessment of operational performance at his assigned site. PROFESSIONAL SERVICES AND DEFENSE CONTRACTING January 1982 – January 1986 U. S. NAVY June 1972 – January 1982 Mr. Grant served as an officer in the Navy's Nuclear Power Program. He held progressively more responsible positions aboard nuclear submarines including the USS Pargo (SSN 650), USS Daniel Webster (SSBN 626) and the USS Baltimore (SSN 704). EDUCATION: Mr. Grant is a graduate of the U. S. Naval Academy in Annapolis, MD. Post-graduate, he entered a year-long program of intensive courses and operational training for entry into the Navy Nuclear Power Program where he spent nine years in nuclear submarine duty and attained the program's highest technical certification as Engineer Officer. Throughout his career, he has completed many advanced technical, management and leadership courses of instruction.
Organization or Commissioner sponsoring nomination (if applicable):	*Field not completed.*
Educational Background:	BS/A

(Check all that apply)

Other:	Post-grad: Naval Nuclear Power Program - masters equivalent
Major areas of study:	Naval and Commercial Nuclear Power

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	9/29/2020
Applicant's Signature	Geoffrey E Grant

From:	Kim Briley
To:	Daphne Forehand; Jacob Platt
Cc:	Sylvie McCann
Subject:	FW: Online Form Submittal: Advisory Board/Committee Application
Date:	Tuesday, October 6, 2020 10:50:17 AM
Attachments:	image715666.png image081186.png image628594.png image592185.png image615111.png image723498.png

FYI

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

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Caroline Best <cbest@fbfl.org>
Sent: Monday, October 5, 2020 3:28 PM
To: chuckoliva7@gmail.com
Cc: Kelly N. Gibson <kgibson@fbfl.org>; Kim Briley <kelliott@fbfl.org>
Subject: FW: Online Form Submittal: Advisory Board/Committee Application

Dear Mr. Oliva,

Thank you for your interest is serving on the Board of Adjustment (BOA).

In accordance with City Code of Ordinances Section 2-122(a)(2) your application is being forwarded to the Planning and Conservation Department Director Kelly Gibson (copied herein) who serves as the BOA staff liaison. Ms. Gibson will have your application placed on the next available BOA agenda for consideration. Upon BOA approval your application will move to the City Commission for their honorable consideration.

Again, thank you for your interest in serving and please don't hesitate to contact me with any questions.

Caroline Best, CMC
City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3119 | cbest@fbfl.org
www.fbfl.us

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, October 5, 2020 3:02 PM
To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Anthony Chuck Oliva
Home Mailing Street Address	2865 West 6th St.
City	Fernandina Beach
Zip Code	32034
Primary Phone	3474957771
Secondary Phone	*Field not completed.*

Please note that board materials are distributed electronically.

Email to receive board materials	chuckoliva7@gmail.com
Employer	Self employed/Flatiron Data
Position Title	Owner/President
Business Address	2865 West 6th St.
City	Fernandina Beach
Zip	32034
Select the advisory board/committee you are	Board of Adjustment

applying for:	
Additional board that you are applying for:	None
Why are you interested in serving on this Board? Please explain.	I have a deep respect for zoning.

Eligibility

Are you a resident of the City?	Yes
Length of time:	4 years
Do you hold a public office?	No
Office name:	*Field not completed.*
Are you employed by the City?	*Field not completed.*
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	Rendezvous Film Festival

and office held (if any):	

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:	Have been involved in conservation activities for many years.
Organization or Commissioner sponsoring nomination (if applicable):	*Field not completed.*
Educational Background: (Check all that apply)	AA, BS/A
Other:	*Field not completed.*
Major areas of study:	History, Film and Television Production - 120 college credits completed

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	Yes

duties and responsibilities of the Board/Committee that you are applying for?	

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	10/5/2020
Applicant's Signature	Anthony Chuck Oliva

Email not displaying correctly? View it in your browser.

From:	Kim Briley
To:	skulmis@hotmail.com
Cc:	Caroline Best; Kelly N. Gibson; Jacob Platt; Sylvie McCann
Subject:	FW: Online Form Submittal: Advisory Board/Committee Application
Date:	Thursday, October 1, 2020 11:57:22 AM
Attachments:	image243259.png image247020.png image208192.png

Dear Mr. Skulmis,

Thank you for your interest is serving on the Board of Adjustment (BOA) and the Planning Advisory Board (PAB).

In accordance with City Code of Ordinances Section 2-122(a)(2) your application is being forwarded to the Planning and Conservation Department Director Kelly Gibson (copied herein) who serves as the PAB and BOA staff liaison. Ms. Gibson will have your application placed on the next available BOA agenda for consideration. Upon BOA approval your application will move to the City Commission for their honorable consideration.

Again, thank you for your interest in serving and please don't hesitate to contact me with any questions.

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

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, September 23, 2020 2:48 PM
To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Bill Skulmis
Home Mailing Street Address	2705 Dolphin St, Unit 2A
City	Fernandina Beach
Zip Code	32034
Primary Phone	973-216-8465
Secondary Phone	*Field not completed.*

Please note that board materials are distributed electronically.

Email to receive board materials	skulmis@hotmail.com
Employer	Currently Retired
Position Title	*Field not completed.*
Business Address	*Field not completed.*
City	*Field not completed.*
Zip	*Field not completed.*
Select the advisory board/committee you are applying for:	Board of Adjustment
Additional board that you are applying for:	Planning Advisory Board
Why are you interested in serving on this Board? Please explain.	Planned/responsible development is key to maintaining the character of Fernandina Beach but is also key to the economic viability of local bsuinesses. My Master's thesis was centered around maintaining and presernving the economic base for the City of Miami Beach, FL - supervised by James Nicholas

Eligibility

Are you a resident of the City?	Yes
Length of time:	Amelia Island May 2016: FB proper April 2020
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):	Served on Parks Committe - Madison, NJ for 6 years on President, Board of Directors, Ocean View Villas Fernandina Beach, FL

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:	Urban Economics was my major at FAU for my MA. Urban economics and econometrics were my specialties for my PhD. Considerable background in Business/Organizational Financial planning where evaluation of alternatives was a frequent requirement.
Organization or Commissioner sponsoring nomination (if applicable):	*Field not completed.*
Educational Background: (Check all that apply)	Ph.D.
	Field not completed.

Other:	
Major areas of study:	Economics and Political Science

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

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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	9/23/2020
Applicant's Signature	vhs

Email not displaying correctly? View it in your browser.

Kim Briley

From: Daphne Forehand
Sent: Thursday, October 22, 2020 10:25 AM
To: Caroline Best; Kim Briley
Subject: Board of Adjustment Applicants
Attachments: Grant_Online Form Submittal.pdf; Oliva_Online Form Submittal_ Advisory Board_Commi...2.pdf; Skulmis_Online Form Submittal.pdf

Good morning,

The BOA moved forward in approving 3 new board applications.

Can this please be added to the next Commission agenda?

Thank you,

Daphne Forehand
City Planner
204 Ash Street
Fernandina Beach, Florida 32034
Main: (904) 310-3480 | Direct: (904) 310-3487 | dforehand@fbfl.org
www.fbfl.us



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Board of Adjustment

Position	Term	Name & Address	Phone
2	09-04-2018	Steven Papke 2845 1st Avenue, Fernandina Beach, FL 32034 steven.papke@gmail.com	(904) 887-8318 (904) 887-8318
4	11-07-2018	Matt Miller 416 Fir Street, Fernandina Beach, FL 32034 mmiller@fbfl.city	(912) 270-5826
6	02-01-2016	Barry Hertslet 2705 Robert Oliver Avenue, Fernandina Beach, FL 32034 Barry.hertslet@gmail.com	(904) 491-0720
7	03-19-2019	Mark Gleason 315 Dunes of Amelia Drive, Fernandina Beach, FL 32034 gleasonmark@gmail.com	(904) 451-2696 (912) 573-1084

Board of Adjustment

Term Length: 3 Months **Max Terms:** No Limit

Number of Members: 7 **Meeting Schedule:** Third Wednesday of every month

Meeting Time: 5:00 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:
Jacob Platt

jplatt@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
2	Steven Papke	09/04/2018	1	12/31/2021
4	Matt Miller	11/07/2018	2	12/31/2021
6	Barry Hertslet	02/01/2016	2	12/31/2021
7	Mark Gleason	03/19/2019	1	12/31/2022