



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
DECEMBER 1, 2020
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Pastor Dr. Mark Charles, Sr. of Memorial United Methodist Church.

4. PROCLAMATIONS / PRESENTATIONS

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

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

4.3 **PROCLAMATION - NATIONAL AMERICAN INDIAN HERITAGE MONTH** - *Proclaims the month of November, 2020, as "National American Indian Heritage Month". American Indian Committee Chairwoman Ms. Cara Curtin will be present to accept the Proclamation.*

4.4 **PROCLAMATION - ANCHORS AWEIGH CHARTERS, INC.** - *Recognizes Anchors Aweigh Charters, Inc. for providing boating excursions, to individuals with limitations, an opportunity to experience charter fishing.*

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**

- 7.1 **APPROVAL OF MINUTES** - *City Commission Regular Meeting - October 6, 2020; and City Commission Regular Meeting - October 20, 2020.*
- 7.2 **AMENDED AND EXTENDED - EMERGENCY ORDER – COVID-19 - MANDATORY MASKS** - RESOLUTION 2020-180 AMENDING AND EXTENDING RESOLUTION 2020-168 RELATED TO THE EMERGENCY ORDER REQUIRING MASKS OR FACE COVERINGS IN PUBLIC SPACES, PROVIDING FOR EXCEPTIONS, PROVIDING FOR A NEW EXPIRATION DATE. *Synopsis: Extends the Emergency Order requiring face coverings, Resolution 2020-168, to January 6, 2021.*
- 7.3 **VOLUNTARY ANNEXATION AGREEMENT - 480 PINE TRAIL** - RESOLUTION 2020-181 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.62 ACRES OF LAND LOCATED AT 480 PINE TRAIL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of water/wastewater services to the property located at 480 Pine Trail. Also approves the Voluntary Annexation Petition.*

8. **RESOLUTIONS**

- 8.1 **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; AUTHORIZING EXECUTION 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.*
- 8.2 **BUDGET AMENDMENT - DOWNTOWN** - RESOLUTION 2020-182 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a transfer of \$16,161 from the General Fund Contingency account 0018200 59900 to the Downtown Machinery and Equipment account 0015200 56400 for the purchase of an artificial Christmas tree.*
- 8.3 **SOLE SOURCE VENDOR APPROVAL - PRECISION SIDEWALK SAFETY** - RESOLUTION 2020-183 APPROVING PRECISION SIDEWALK SAFETY AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Precision Sidewalk Safety as a sole source vendor for Fiscal Year 2020/2021 in an amount not to exceed \$50,000.*
- 8.4 **SOLE SOURCE VENDOR APPROVAL - PECK CENTER WINDOW INSTALLATION – FLORIDA RESTORATION AND CONSTRUCTION, LLC** - RESOLUTION 2020-184 AUTHORIZING THE SOLE SOURCE INSTALLATION OF WINDOWS BY FLORIDA RESTORATION AND CONSTRUCTION, LLC IN THE AMOUNT OF \$24,256.29; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the sole source installation of windows by Florida Restoration and Construction, LLC in the amount of \$24,256.29.*

- 8.5 **GOLF COURSE FACILITY TOPTRACER PROJECT - BUDGET INCREASE -** RESOLUTION 2020-185 APPROVING AN INCREASE TO THE GOLF COURSE FACILITY TOPTRACER PROJECT #20036; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the re-appropriation of funds to the Toptracer project #20036 in the amount of \$60,000.*
- 8.6 **CHANGE ORDER APPROVAL - MARINA UTILITIES INC. -** RESOLUTION 2020-186 APPROVING A CHANGE ORDER WITH MARINA UTILITIES, INC. IN THE AMOUNT OF \$10,837 FOR PERMIT COSTS, BOND COSTS, AND BUILDERS RISK INSURANCE COSTS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a change order with Marina Utilities Inc. for permit costs, bond costs, and builders risk insurance costs.*

9. ORDINANCE - SECOND READING

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

10. BOARD APPOINTMENTS

- 10.1 **GOLF COURSE ADVISORY BOARD -** *two appointments.*
- 10.2 **BOARD APPOINTMENT - HISTORIC DISTRICT COUNCIL -** *two appointments.*

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. ADJOURNMENT

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

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Nassau Humane Society

ITEM TYPE: Presentation

REQUESTED ACTION:

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

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 11/20/2020

Date: October 30, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Fernandina Beach Main Street Program

ITEM TYPE: Presentation

REQUESTED ACTION: N/A

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 11/20/2020

Date: October 30, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
National American Indian Heritage Month

ITEM TYPE: Proclamations

REQUESTED ACTION: Proclamation

SYNOPSIS: Attached is a Proclamation proclaiming the month of November, 2020, as “National American Indian Heritage Month”. American Indian Committee Chairwoman Ms. Cara Curtin will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	11/19/2020
Nicole Bednar, Administrative Services Manager	11/23/2020
Dale L. Martin, City Manager	11/24/2020


Date: November 19, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, as the first to live in this great land, Native American Indians have significantly enriched every aspect of our lives and have helped shape the America we know today. Their traditions and values continue to inspire the ideals of self-governance and determination that are the framework of the United States; and

WHEREAS, as we reflect on our history, we must acknowledge the deplorable chapters of violence against Native American people. While we cannot undo the pain and tragedy of the past, we can set out together to forge a brighter future of progress and hope across Indian Country and the entire American landscape; and

WHEREAS, founded in 1944, the National Congress of American Indians was established to secure and preserve American Indian sovereign rights under treaties and agreements with the United States, to protect American Indian traditional, cultural, and religious rights, to seek appropriate, equitable, and beneficial services and programs for American Indian people and governments, and to promote the common welfare and to enhance the quality of life of American Indians; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August, 1990, designating the month of November as “National American Indian Heritage Month”; and

WHEREAS, in November, we recognize the contributions American Indians made to enhance the freedom, prosperity, and greatness of America today. Their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States.

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

“NATIONAL AMERICAN INDIAN HERITAGE MONTH”

in Fernandina Beach, Florida, and urge all our citizens to observe this month with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 1st day of December, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner-Mayor

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Anchors Aweigh Charters, Inc.

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizes Anchors Aweigh Charters, Inc. for providing boating excursions, to individuals with limitations, an opportunity to experience charter fishing. Captains Steve and Wanda Hair will be in attendance to accept the Proclamation.

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

FISCAL IMPACT:

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Caroline Best, City Clerk 10/16/2020

Dale L. Martin, City Manager 11/20/2020

Date: October 01, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, established in 1997 by Captains Steve and Wanda Hair, Anchors Aweigh Charters, Inc. provides men, women, and children an opportunity that may have been otherwise unattainable due to limitations and barriers; and

WHEREAS, being on the water promotes physiological and psychological changes spanning health and wellness, awe and wonder, creativity and play, happiness and relaxation and a deep connection with nature. Captains Steve and Wanda Hair, driven by their fundamental passion and dedication to serve people in all circumstances of life, offer Americans with Disabilities Act (ADA) charter tours to share their belief that “fishing is not always to catch fish, but that being on the water is therapy for the soul”; and

WHEREAS, Anchors Aweigh Charters is a local not for profit organization which provides no cost fishing charters to individuals with permanent physical and/or developmental disabilities, as well as those diagnosed with terminal illnesses; and

WHEREAS, aboard their specialty crafted ADA complaint thirty-six-foot vessel, Ye Ole Pirate, guests are free to escape from daily stresses, fish, site see, or simply peacefully drift with the tide, all in a worry free, protected, and nurturing environment; and

WHEREAS, for twenty-three years, innumerable guests young and old, able and challenged, have delighted in Ye Ole Pirate’s custom ADA features, specialized gear, and adaptive equipment all of which serve to enhance each guests’ ability to cast away cares and leisurely enjoy a beautiful day on the water; and

WHEREAS, Captains Steve and Wanda Hair are to be commended for their time honored commitment in bringing nondiscriminatory boating experiences to physically limited individuals by providing an opportunity to participate in the freedom, thrill, and excitement of the open ocean.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby express sincere appreciation and gratitude to:

“ANCHORS AWEIGH CHARTERS, INC.”

for reminding us that the love of fishing and experiencing the great outdoors knows no boundaries.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed 1st day of December 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

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 11/20/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Waterfront Development

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 11/20/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Marina

ITEM TYPE: Discussion

REQUESTED ACTION:

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

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

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 11/20/2020

Date: January 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Ocean Highway and Port Authority (OHPA)

ITEM TYPE: Discussion

REQUESTED ACTION:

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

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

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 11/20/2020

Date: June 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
COVID-19

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 11/20/2020

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

Date: July 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Approval of Minutes

REQUESTED ACTION: Approve Minutes

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

City Commission Regular Meeting October 6, 2020

City Commission Regular Meeting October 20, 2020

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 11/17/2020

Dale L. Martin, City Manager 11/20/2020

Date: November 03, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

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

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

4.1 PROCLAMATION - "LES DEMERLE AMELIA ISLAND JAZZ FESTIVAL WEEK" – Mayor Miller read the Proclamation in full that proclaiming October 5-11, 2020, as “Les DeMerle Amelia Island Jazz Festival Week”. Founder/Artistic Director/Board of Directors President Les DeMerle, Board of Directors Vice President Bonnie Eisele, and Board of Director members were in attendance to accept the Proclamation.

4.2 PROCLAMATION - "NATIONAL COLONIAL HERITAGE MONTH" – Mayor Miller announced the month of October as, “National Colonial Heritage Month.” National Society of Colonial Dames XVII Century, Princess Amelia Chapter President Ms. Sherry Harrell was ***not present*** to accept the Proclamation.

4.3 PRESENTATION - NASSAU HUMANE SOCIETY - Representatives of the Nassau Humane Society were ***not present*** for the "City Commission Dog of the Month."

5.1 CONSERVATION/ENVIRONMENT: This item is placed on the agenda at the request of Commissioner Lednovich. City Manager Martin explained recent concerns were driven by high E. coli bacterial counts in the Escambia slough, a list of area properties not connected to the City sewer system were reported to the Nassau County Health department that identified one property with a septic system failure and three septic nuisance properties who will receive correspondence regarding the findings. City Manager Martin and City Attorney Bach will plan a course of action with costs and payment options.

5.2 PROPOSED HILTON HOTEL ON SOUTH FLETCHER AVENUE - This item is placed on the agenda at the request of Commissioner Lednovich. Commissioner Lednovich showed a slide presentation regarding the proposed project noting the Commission is only in discussing not voting on the project. City Attorney Bach gave a brief history of the proposed project and explained any project must be following all City codes and currently there is no building permit application on record for this location. The developers site plan approval expired in July 2019 and did not provide a request to extend the development order, however the developers disputed and appealed the staff decision to the Board of Adjustment (BOA) that overruled staff and extended the development order and is now valid. Discussion and questions ensued regarding permitting processes and allowances. Commissioner Ross addressed email concerns from citizens and acknowledged the recently passed building height restrictions, new flood ordinance, the Coastal Control line restrictions, parking, and stormwater requirements. Commissioner Ross noted that purchasing properties for conservation is key to stopping development. Mayor Miller concurred that recent Commission rulings has made the development process more rigorous to protect overdevelopment.

5.3 WATERFRONT DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich. Commissioner Lednovich stated through a recent City Public Records Request

he obtained and shared the 149 public comments on the waterfront park proposal posted through the public portal and will make a second request for comments after October 1. Commissioner Ross noted that the City cannot afford a park however an integral comprehensive plan is needed to get grants and federal funding economic traffic through downtown. Vice Mayor Kreger concurred reiterating the need for implementation of a comprehensive plan for a sustainable, attractive waterfront. City Manager Martin reported a second Zoom meeting will be held with the landscape architects on Monday October 12th 2-3:30pm all are welcome to attend virtually using the link on the City website. Commissioner Lednovich noted the comment portal expires Sunday October 18th.

5.4 MARINA: This item is placed on the agenda at the request of Commissioner Ross. City Manager Martin updated the marina final repairs and subsequent punch list phase to conclude the contract. Marina Administrative Specialist Cathy Chapman continues to serve on behalf of the City. Oasis Marina Management are assessing the fuel system and will issue a report.

5.5 OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): This item is placed on the agenda at the request of Commissioner Ross. City Attorney Bach reported working on the lawsuit and the intention of the port authority to install a fabric warehouse (with a foundation), permits and a licensed Florida contractor are required for the construction.

5.6 COVID-19: Commissioner Lednovich posted the incident report of COVID-19 statistics in a slide presentation. Vice Mayor Kreger reported the Community Foundation of Northeast Florida created a million-dollar fund for non-profits and requested the City Manager review the documentation. Considering Covid-19 concerns, City Manager Martin requested direction from the City Commission concerning upcoming special events including but not limited to the Veterans Day Parade, Christmas Tree Lighting, Lighted Christmas Parade, and the New Years Eve Shrimp Drop. Mayor Miller suggested upcoming special events be a discussion item on the October 20th City Commission Regular Meeting agenda.

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

BLACK LIVES MATTER: Anthony Daniel, 202 S. 9TH Street, encouraged local education, awareness, reconditioning and discussion; stating “racism is our nation’s greatest weakness” and Black Lives Matter.

HOTEL DEVELOPMENT: Bryn Byron, 1438 S. Fletcher Avenue, questioned the proposed hotel development on Fletcher Avenue and is concerned overall with the building application process, miscommunication, leaders’ oversight, and accountability through the permitting and approvals process.

MARINA / DEVELOPMENT: Marian Phillips, 724 S. 6TH Street, considers the possibility of a new hotel on the beach a detriment to the environment and restated her vision for a working waterfront and shoreline stabilization that are her intended goals if she wins a seat on the City Commission.

HOTEL DEVELOPMENT: John Twardy, 1818 1st Avenue, expressed concerns regarding the proposed hotel development and requests the City hold developers accountable in adhering to permit regulations.

WATERFRONT DEVELOPMENT: Alexandra Lajoux, 646 Spanish Way East, shared suggestions for the waterfront and implored the Commission to delay voting and instead focus on strengthening the seawall and working waterfront.

INFRASTRUCTURE: Richard Timm, 2126 Shell Cove Circle, asked if the City's current infrastructure meets the needs of all the current development and future building.

City Manager Martin responded the Planning and Conservation Department and Planning Advisory Board work together to assess and implement the Future Land Use Map (FLUM) and determine capacity. Vice Mayor Kreger noted there are available tracts of developable land and currently the City is meeting the levels of service prescribed on the Comprehensive Plan. City Attorney Bach clarified there are approximately 900-1000 lots that are residential only and school concurrency must be met. Vice Mayor Kreger reiterated that the City is currently supporting and meeting the local level of service per the Comprehensive Plan and will continue to meet them although it will cost more money. Commissioner Ross stated there is sewer and water capacity however there is not more land for parking and suggested contributing to the conservation land fund to preserve space.

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

7.1 APPROVAL OF MINUTES: According to the agenda support documents, the Workshop of August 5, 2020; the Regular Meeting of August 18, 2020; and the Special Meeting of September 8, 2020 were presented for approval. Staff recommended approval of the Minutes as presented **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2020-141 APPROVING POLL WORKERS FOR THE 2020 CITY RUNOFF ELECTION: According to the agenda support documents Resolution 2020-141 approves the Inspectors, Poll Workers, and Clerks for the 2020 City Runoff Election. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-141. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2020-142 APPROVING THE EXTENSION OF WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.50 ACRES OF LAND LOCATED ON 3001 S. 14TH STREET: According to the agenda support documents Resolution 2020-142 authorizes the extension of wastewater services to the property located at 3001 S. 14th Street. Also approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-142. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 MOTION TO RECONSIDER - RESOLUTION 2020-140 SETTING FORTH LEGISLATIVE PRIORITIES FOR STATE OF FLORIDA FISCAL YEAR 2021/2022; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURSUE FUNDING FOR LEGISLATIVE PRIORITIES: According to the agenda support documents Resolution 2020-140 formalizes the City Commission's priorities for the next Florida State Legislative Session. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to reconsider Resolution 2020-140.** Commissioner Ross spoke to the changing political landscape and the possibility for multiple project consideration including waterfront stormwater. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to amend Resolution 2020-140 to include stormwater projects. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 RESOLUTION 2020-143 AMENDING AND EXTENDING RESOLUTION 2020-126 RELATED TO THE EMERGENCY ORDER REQUIRING MASKS OR FACE COVERINGS IN PUBLIC SPACES: According to the agenda support documents Resolution 2020-143 extends the Emergency Order requiring face coverings, Resolution 2020-126, to November 6, 2020. A motion was made by, seconded by to approve Resolution 2020-143. **A motion was made by Commissioner Lednovich, seconded by Vice Mayor Kreger, to approve Resolution 2020-143. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 RESOLUTION 2020-144 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF FERNANDINA BEACH AND 8 FLAGS PLAYSCAPES FOR THE DESIGN AND CONSTRUCTION OF SIMMONS ROAD PARK: According to the agenda support documents Resolution 2020-144 approves a Memorandum of Understanding between the City and 8 Flags Playscapes for Simmons Road Park. City Attorney Bach explained the indemnification covering third party claims not covered by insurance that the City would defend. Approval would be retroactive to May 21, 2019. Commissioner Lednovich questioned the time lapse and stressed city process improvement. Commissioner Chapman complimented the 8 Flags organization for their conservation efforts and commended working together to bring change. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-144. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.4 RESOLUTION 2020-145 APPROVING TASK ORDER #2020-01 WITH OLSEN ASSOCIATES, INC. FOR PROFESSIONAL COASTAL ENGINEERING SERVICES: According to the agenda support documents Resolution 2020-145 approves Task Order #2020-01 with Olsen Associates, Inc. for Coastal Engineering Services for Beach Management. **This item was removed from consideration.**

8.5 RESOLUTION 2020-146 APPROVING A SUBRECIPIENT GRANT AGREEMENT BETWEEN THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF FERNANDINA BEACH SO THE CITY MAY RECEIVE CARES ACT REIMBURSEMENTS FOR COVID-19 RELATED EXPENDITURE: According to the agenda support documents Resolution 2020-146 approves the subrecipient agreement for the City of Fernandina Beach to receive CARES Act funding. City Manager Martin explained the grant that is approximately \$250,000 for reimbursement of funds to non-profits in response to the COVID-19 pandemic. Discussion ensued regarding the federal government process for reimbursement. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-146. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.6 RESOLUTION 2020-147 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-147 Approves the transfer of funds in various Departments and various accounts in the FY 2019/2020 budget to ensure expenditures do not exceed the budget on a line-by-line basis. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-147. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 FIRST READING OF ORDINANCE 2020-32: City Attorney Bach read Ordinance 2020-32 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ORDINANCE 2020-32 REPEALING ARTICLE III, CHAPTER 86, TAXICABS; CREATING AN ARTICLE III, MOTOR VEHICLES FOR HIRE, IN CHAPTER 86; CREATING SECTION 86-90, PURPOSE AND INTENT OF ARTICLE; CREATING SECTION 86-91,

DEFINITIONS; CREATING 86-92, DRIVER BACKGROUND CHECK; CREATING 86-93, INSURANCE REQUIREMENT; CREATING SECTION 86-94, REFUSAL TO CONVEY PASSENGERS; EXCEPTION; CREATING SECTION 86-95, MAXIMUM NUMBER OF PASSENGERS; CREATING SECTION 86-96, RECEIPTS FURNISHED FOR PASSENGERS UPON REQUEST; CREATING SECTION 86-97, ITEMS LOST AND FOUND; CREATING SECTION 86-98, OPERATION OF FOR-HIRE BUSINESS RECORDS; CREATING SECTION 86-99, POSTING AND EXHIBITION OF DRIVER AND LICENSE PLATE NUMBER; CREATING SECTION 86-100, POSTING OF RATES, CREATING SECTION 86-101, CERTIFIED REPORTING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE..” According to the agenda support documents Ordinance 2020-32 Amends Chapter 86 of the City Code pertaining to vehicles for hire. City Attorney Bach explained the history and recommended pulling the item from the agenda due to the absence of language providing for insurance requirements and penalties for non-compliance. Discussion ensued regarding regulation consistency. ***City Attorney Bach will edit Ordinance 2020-32 to include penalties and enforcement regulations to be considered on a future City Commission Regular Meeting agenda.***

10.1 ARTS AND CULTURE NASSAU: According to the agenda support documents there was one re-appointment for Arts and Culture Nassau. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to reappoint Ms. Carol Kish. Vote upon passage of the vote was taken by ayes and nays and being all ayes, carried.**

10.2 BOARD OF TRUSTEES OF THE FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN: According to the agenda support documents there was one re-appointment for the Board of Trustees of the Firefighters and Police Officers Pension Plan. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to reappoint Mr. Karl Ashley. Vote upon passage of the vote was taken by ayes and nays and being all ayes, carried. one appointment.**

10.3 BOARD OF TRUSTEES OF THE GENERAL EMPLOYEES' PENSION PLAN (GEPP): According to the agenda support documents there was one re-appointment for the Board of Trustees of the General Employees' Pension Plan. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to reappoint Mr. Steven Gibb. Vote upon passage of the vote was taken by ayes and nays and being all ayes, carried. one appointment.**

10.4 GOLF COURSE ADVISORY BOARD: According to the agenda support documents there was one appointment for the Golf Course Advisory Board. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to appoint Mr. Ricky Robbins. Vote upon passage of the vote was taken by ayes and nays and being all ayes, carried.** Commissioner Lednovich broached the possibility of sunseting the board due to two vacant board seats and inactivity. Discussion ensued regarding sunseting and future discussion as an agenda item.

10.5 BOARD OF ADJUSTMENT: **This item was removed from consideration.**

CITY MANAGER REPORTS

DONATION - City Manager Martin thanked resident Bryn Byron for her donation to the dune restoration project which is being reviewed by City Attorney Bach to ensure the expenditure aligns with Ms. Byron's intent.

APPOINTMENT - City Manager Martin reported Mr. Charles George has accepted the City Engineer position and will begin on October 26th.

CITY ATTORNEY REPORTS:

SAFETY: City Attorney Bach acknowledged Commissioner Lednovich sanitation measure suggestion and will sanitize the podium between speakers during future City Commission meetings.

HOTEL DEVELOPMENT: City Attorney Bach clarified development applicants may request two, six-month extensions not to exceed one year. The City's levels of service analysis reports are completed for annexations and future land use amendments: the city currently meets or exceeds all level of service standards with public-school concurrency as an exception.

THANK YOU: City Attorney Bach thanked the Commission for extending the City mask order.

CITY CLERK REPORTS:

DEDICATION CEREMONY: City Clerk Best announced the Atlantic Avenue Recreation Center dedication ceremony in honor of Ms. Joan Bean will be held Saturday October 10th at 11 am, all are welcome to attend.

MAYOR/COMMISSIONER COMMENTS:

COMMENDATION: Commissioner Ross thanked and commended Building Department Director Stephen Beckman for his prompt response to a weekend constituent concern.

FUNDRAISING EVENT: Commissioner Ross announced the annual Barnabas Empty Bowls virtual fundraising event Friday November 20th to benefit the community.

VOLUNTEER: Commissioner Chapman shared that he and his wife volunteer weekly to deliver meals on behalf of the Council on Aging and encouraged anyone interested in volunteering or in need of deliveries for themselves or their pets, to please contact the organization.

PANDEMIC: Commissioner Lednovich iterated wear a mask, wash hands and stay healthy.

US CENSUS: Vice Mayor Kreger reminded all to complete the census that will determine local revenue distribution.

ANNOUNCEMENTS: Vice Mayor Kreger announced the conclusion of his yearlong appointment Northeast Florida Regional Council President. The Economic Task Force will meet with Nassau County Commissioners Thursday October 8th.

PREEMPTIONS: Vice Mayor Kreger encouraged support for the Florida League of Cities to protect home rule and avert preemptions.

THANK YOU: Mayor Miller thanked Planning and Conservation Director Kelly Gibson for her fantastic efforts regarding land use.

US CENSUS: Mayor Miller encouraged all to complete the census which is available online.

COMMENDATION: Mayor Miller commended the Fire Department Emergency Response team for their swift, professional response to a recent emergent event downtown.

PROCLAMATION: Mayor Miller recounted a recent weekend Proclamation presentation honoring native resident and renowned international published poet Ms. Nola Perez 90th birthday. The Proclamation bestowed the honorary distinction of City of Fernandina Beach Poet Laureate.

SUCCESS: Mayor Miller reported his involvement in an ongoing battle to prevent seismic ocean blasting was successfully halted for one year, noting the corporations involved will have a difficult process to restart and re-permit in the future.

TRIBUTE: Mayor Miller delivered a loving tribute to his wife, Lori, and wished her a happy birthday.

15. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 7:47pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, October 20, 2020 at 6:00 pm. Present in Chambers were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, and Chip Ross. Also, in attendance were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach. Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers was limited. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was given by Pastor Shad Goltz of First Baptist Church.

4.1 PROCLAMATION - 15TH ANNUAL NATIONAL FRIENDS OF LIBRARIES WEEK: Mayor Miller read the Proclamation in full recognizing Friends of the Fernandina Beach Library (FOL) and acknowledging the volunteers who work tirelessly to support and fund our local library. FOL President and Volunteer Chair Ms. Jody Mackle and Secretary Ms. Mary Louise Hester were in attendance to accept the Proclamation.

4.2 PRESENTATION - PLANNING ADVISORY BOARD: Planning Advisory Board Chairperson Genece Minshaw provided an update regarding the achievements and goals of the Planning Advisory Board.

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

5.1 CONSERVATION/ENVIRONMENT: This item is placed on the agenda at the request of Commissioner Lednovich who yielded his time.

5.2 WATERFRONT DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich. Vice Mayor Kreger showed a slide presentation regarding sea level rise and stressed the need for project planning, shoreline stabilization and funding. Discussion ensued regarding downtown flooding, sea level rise and the need for protection.

5.3 MARINA: This item is placed on the agenda at the request of Commissioner Ross. City Manager Martin advised that a contractor recommends the entire fuel line be replaced. City Manager Martin, City Attorney Bach and Marina Administrative Coordinator Chapman will meet Thursday to discuss the project. Negotiations with Oasis Marina Management have concluded, and a draft contract has been provided to the Commission, the Marina Advisory Board, bond counsel and Florida Inland Navigational District (FIND) for consideration at the November 4th City Commission Regular Meeting.

5.4 OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): This item is placed on the agenda at the request of Commissioner Ross who reported he and Commissioner Lednovich attended the recent OHPA meeting where the Port Commissioners expressed anger with the City Commissions' legislative priorities referring to them as "extortion and manipulation." The Port does not appear to have a flood plan. A recent report states the Port intends to build a 1,000-foot pier extension, and a 500,000 square foot warehouse in the next five years. The Port Operator was asked not to attend OHPA meetings and City Attorney Bach's letter regarding the custom house was not well received. Commissioner Ross suggested City Attorney Bach draft correspondence to OHPA outlining Florida Department of Transportation requirements to have a Master Plan that complies with City rules and ordinances prior to moving forward with any new port projects. Discussion ensued regarding impact and local assessment fees, City Attorney

Bach sent correspondence regarding the requirement of water and sewer impact fees for the proposed warehouse and the need for a building permit and associated inspections.

5.5 COVID-19: Commissioner Lednovich gave a presentation on trending COVID-19 cases. Commissioner Ross restated recommended guidelines to maintain six feet distance, wear a mask and wash hands frequently to prevent spread and continue to monitor the changing situation. Vice Mayor Kreger noted the discouraging fifty local deaths and the need to maintain the mask ordinance and adhere to Center for Disease Control (CDC) regulations. Commissioner Lednovich concurred although there is concern for events that attract crowds in limited spaces such as the Christmas tree lighting and Shrimp Drop, at risk people should avoid such events and the City should reinforce safety protocols. Commissioner Chapman is concerned about the country wide case increase and the risk of large gatherings in small places including outdoors where social distancing may not be possible. City Attorney Bach proposed drafting a Resolution addressing holiday events and applications for Special Events as an agenda item for the November 4th City Commission Regular Meeting. Discussion ensued regarding permitted and non-permitted events, enforcement and safely navigating holiday happenings. Amelia Island Convention and Visitors Bureau President Gil Langley gave an update on tourism, virtual events, economic impact, future ideas and plans for safe implementation of festivals.

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

COMPREHENSIVE PLAN: Ms. Margaret Kirkland, 1377 Plantation Pointe Drive, representing the Amelia Tree Conservancy and a subcommittee working group to review the Comprehensive Plan and Land Development Code to address resiliency, environmental sustainability, and Evaluation and Appraisal Review (EAR) citizen concerns. The group looks forward to working with the Planning Advisory Board (PAB) and City staff and a draft plan which will be forthcoming by mid-November.

7.1 RESOLUTION 2020-148 ACCEPTING THE RANKING RFQ #2020-02 FOR REVISING THE CITY'S COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE TO PROCEED WITH NEGOTIATIONS AND DEVELOPMENT OF SCOPE OF WORK: According to the agenda support documents Resolution 2020-148 approves the ranked order for purposes of negotiating price and scope of work to complete revisions to the City's Comprehensive Plan and Land Development Code. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-148.** Commissioner Ross expressed concerns regarding the consultants and requested references be checked. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried.

7.2 RESOLUTION 2020-149 APPROVING PASSERO ASSOCIATES, LLC WORK ORDER 20-92 FOR PLANNING SERVICES ASSOCIATED WITH RAILROAD CROSSINGS AT ASH, CENTRE, AND ALACHUA STREETS IN AN AMOUNT NOT TO EXCEED \$25,000: According to the agenda support documents Resolution 2020-149 provides for design services related to Front Street railroad crossings. **A motion was made by Commissioner Lednovich, seconded by Vice Mayor Kreger, to**

approve Resolution 2020-149. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.3 RESOLUTION 2020-150 APPROVING A REIMBURSEMENT AGREEMENT FOR ENGINEERING SERVICES RELATED TO A NORTH FRONT STREET ROADWAY IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$18,000: According to the agenda support documents Resolution 2020-150 approves reimbursement to First Coast Railroad for engineer review costs associated with railroad safety improvements at Ash, Centre, and Alachua Streets. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-150. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2020-151 APPROVING THE PROPOSAL SUBMITTED BY SILLING ARCHITECTS, INC. IN THE AMOUNT OF \$48,500: According to the agenda support documents Resolution 2020-151 approves professional services agreement for architecture and engineering services for needs and site assessment associated with City Hall. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-151. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2020-152 SUNSETTING THE PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) COMMITTEE: According to the agenda support documents Resolution 2020-152 permanently sunsets the PEG Committee. **A motion was made by Commissioner Chapman, seconded by Commissioner Lednovich, to approve Resolution 2020-152.**

PEG COMMITTEE SUPPORT/FLOODING: Julie Ferreira, 501 Date Street, commented that areas of Escambia, Dade and Calhoun Streets are notorious for flooding which is another vital reason to protect wetland lots from over development. The PEG channel is underutilized and can be a community asset, several local citizens are interested in becoming Committee members. A meeting could be arranged to discuss regulations and bylaws to educate the Committee. Ms. Ferreira requests the Commission refrain from sunsetting the PEG committee.

PEG COMMITTEE SUPPORT: Taylor Owenby, 15 Vintage Way, supports maintaining the PEG Committee and channel which is an opportunity to provide a resource for the community and offer area youth an introduction to the media/tv production career field. As a successful independent film producer and committed pro bono provider, he will work to organize and develop the channel alongside the committee members.

City Attorney Bach gave a brief history and explained the legal department currently reviews the content and will continue to do so if the committee is sunsetted. Vice Mayor Kreger welcomed the opportunity for citizens to be involved. Commissioner Lednovich will reconsider the committee under the condition they submit a business plan. **Vote upon passage of the motion was taken by ayes and nays and being all nays, failed.**

A motion was made by Commissioner Lednovich, seconded by Vice Mayor Kreger, to approve Resolution 2020-152 as amended to require the PEG Committee submit a business plan by December 31, 2020 to include the budget, programming, and goals. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.6 RESOLUTION 2020-153 AMENDING RESOLUTION 2005-67 BY REMOVING "AD HOC" FROM SECTION 1 OF THE PARKS AND RECREATION COMMITTEE ENABLING LEGISLATION: According to the agenda support documents Resolution 2020-153 amends Resolution

2005-67 by removing "ad hoc" from Section 1 of the Parks and Recreation Advisory Committee enabling legislation. City Attorney Bach recommended the title be amended to include RESOLUTION 2020-153 AMENDING RESOLUTION 2005-67 AND RESOLUTION 2009-05 BY REMOVING "AD HOC" FROM SECTION 1 OF THE PARKS AND RECREATION COMMITTEE ENABLING LEGISLATION. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-153. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 RESOLUTION 2020-154 APPROVING AN UPDATED DRUG-FREE WORKPLACE POLICY; PROVIDING FOR REPEAL OF ANY PREVIOUS POLICIES IN CONFLICT HEREWITH: According to the agenda support documents Resolution 2020-154 approves the updates to the Drug-Free Workplace Policy. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-154. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.8 BUDGET AMENDMENT - MARINA - RESOLUTION 2020-155 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2020/2021: According to the agenda support documents Resolution 2020-155 approves an amendment to the budget of \$95,900 for the Northern Attenuator Project. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-155. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.9 RESOLUTION 2020-156 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2020/2021: According to the agenda support documents Resolution 2020-156 approves a budget transfer of \$191,120 from the Building Fees Fund Reserve account to the Building Fees Fund Professional Services account. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-156. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.10 RESOLUTION 2020-157 AUTHORIZING THE CITY ATTORNEY TO DEFEND THE CITY IN CERTAIN LITIGATION: According to the agenda support documents Resolution 2020-157 authorizes the City Attorney to work with the City claims administrator to defend the City of Fernandina Beach in the matter of Purple Creek, LLC, v. City of Fernandina Beach, Case No: 20-CA-211, in the Fourth Judicial Circuit Court for the State of Florida. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-157. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.11 RESOLUTION 2020-158 AUTHORIZING THE CITY ATTORNEY TO PROCEED WITH FILING A LAWSUIT AGAINST ROYAL AIR FREIGHT, INC., IN CIRCUIT COURT FOR DAMAGES RELATED TO A FUEL SPILL ON AIRPORT PROPERTY: According to the agenda support documents Resolution 2020-158 authorizes the City Attorney to engage in litigation against Royal Air Freight, Inc. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve Resolution 2020-158. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.12 RESOLUTION 2020-159 APPROVING THE CITY ATTORNEY TO PROCEED WITH A FORECLOSURE COMPLAINT AGAINST KIMBERLY A ROSS PERKINS FOR DEFAULT ON A DEFERRED PAYMENT MORTGAGE FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REHABILITATION AND REPLACEMENT HOUSING PROGRAM: According to the agenda support documents Resolution 2020-159 authorizes the City Attorney to engage in a foreclosure action for

property located 610 Vernon Street. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-159. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.13 RESOLUTION 2020-160 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING CITY OF FERNANDINA BEACH AND NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS PROGRAM FOR PUBLIC INFORMATION (PPI) PLANNING DOCUMENT IN SUPPORT OF THE CITIES PARTICIPATION IN THE COMMUNITY RATING SYSTEM (CRS) PROGRAM: According to the agenda support documents Resolution 2020-160 adopts a joint program with Nassau County to provide resources on flood hazards and floodplain-related functions. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-160.**

FLOOD INSURANCE: Del Schwalls, 946 Bradshaw Terrace, Orlando Florida explained a class one rating could reduce flood insurance by 45% for city residents. When the next big storm hits the City will be in better shape, including the community in the process allows for bonus points based on the activities that are done. Currently the City is at a 6 rating saving residents 20%, City Manager Martin noted the recent community conservation efforts will help get the rating to a 5.

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

8.1 Quasi-judicial - FIRST READING OF ORDINANCE 2020-33: City Attorney Bach read Ordinance 2020-33 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ORDINANCE 2020-33 ANNEXING APPROXIMATELY 4.32 ACRES OF LAND LOCATED IN THE PLANTATION HAMMOCK SUBDIVISION ON SIMMONS ROAD BETWEEN 14TH STREET AND AMELIA ROAD AND 847 SIMMONS ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-33 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.

The quasi-judicial hearing was opened at this time.

Planning and Conservation Department Director Kelly Gibson relied on the staff report as agenda backup materials as the City’s evidence and testimony for this item. Mayor Miller queried the Commission on ex-parte communication, none was reported. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-33.** Vice Mayor Kreger questioned the tax base rate increase being beneficial to the City. City Attorney Bach will direct staff to provide the information at the second reading of Ordinance 2020-33. **City Attorney Bach explained that although a motion and second were made, ordinances are voted on at second reading only.**

8.2 Legislative – FIRST READING OF ORDINANCE 2020-34: City Attorney Bach read Ordinance 2020-34 by title only, which was as follows: “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.” According to the agenda support documents Ordinance 2020-34 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. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-34. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 Quasi-judicial - FIRST READING OF ORDINANCE 2020-35: City Attorney Bach read Ordinance 2020-35 by title only, which was as follows: “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.” According to the agenda support documents Ordinance 2020-35 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.

The quasi-judicial hearing was opened at this time.

Planning and Conservation Department Director Kelly Gibson relied on the staff report as agenda backup materials as the City’s evidence and testimony for this item.

8.4 Quasi-judicial - FIRST READING OF ORDINANCE 2020-36: City Attorney Bach read Ordinance 2020-36 by title only, which was as follows: “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.” According to the agenda support documents Ordinance 2020-36 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.

The quasi-judicial hearing was opened at this time.

Planning and Conservation Director Kelly Gibson relied on the staff report and agenda backup materials as the City’s evidence and testimony for this item.

8.5 Legislative – FIRST READING OF ORDINANCE 2020-37: City Attorney Bach read Ordinance 2020-37 by title only, which was as follows: “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.” According to the agenda support documents Ordinance 2020-37 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. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-37. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.6 Quasi-judicial – FIRST READING ORDINANCE 2020-38: City Attorney Bach read Ordinance 2020-38 by title only, which was as follows: “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.” According to the agenda support documents Ordinance 2020-38 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.

The quasi-judicial hearing was opened at this time.

Planning and Conservation Department Director Kelly Gibson relied on the staff report and agenda backup materials as the City’s evidence and testimony for this item.

8.7 Quasi-judicial - FIRST READING ORDINANCE 2020-39: City Attorney Bach read Ordinance 2020-39 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 31.39 ACRES OF LAND LOCATED ON THE BAPTIST 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.” According to the agenda support documents Ordinance 2020-39 request for annexation of the Baptist Medical Center properties located at 1250 S. 18th Street, 1367 S. 18th Street, and vacant parcels with identification numbers of 00-00-31-0160-000-000 and 00-00-31-1600-0205- 0021 or properties totaling 31.39 acres of land.

The quasi-judicial hearing was opened at this time.

Planning and Conservation Department Director Kelly Gibson relied on the staff report and agenda backup materials as the City’s evidence and testimony for this item.

8.8 Legislative - FIRST READING OF ORDINANCE 2020-40: City Attorney Bach read Ordinance 2020-40 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY’S FUTURE LAND USE MAP TO PUBLIC AND INSTITUTIONAL FOR APPROXIMATELY 31.39 ACRES OF LAND LOCATED AT 1250 S. 18TH STREET AND 1367 S. 18TH STREET AND VACANT LANDS FROM THE NASSAU COUNTY FUTURE LAND USE MAP DESIGNATION OF PUBLIC BUILDING GROUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-40 request for Large-Scale Future Land Use Map Assignment for the Baptist Medical Center properties located at 1250 S. 18th Street, 1367 S. 18th Street, and vacant parcels with identification numbers of 00-00-31-0160-000-000 and 00-00-31-1600-0205-0021, assignment of the Public & Institutional (PI) Future Land Use Map category for properties totaling 31.39 acres of land. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Ordinance 2020-40. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.9 Quasi-judicial – FIRST READING OF ORDINANCE 2020-41: City Attorney Bach read Ordinance 2020-41 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING

CATEGORY OF PUBLIC AND INSTITUTIONAL (PI-1) FOR 31.39 ACRES OF LAND LOCATED AT 1250 S. 18TH STREET, 1367S. 18TH STREET, AND VACANT LANDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-41 request for Zoning Map Change for the Baptist Medical Center properties located at 1250 S. 18th Street, 1367 S. 18th Street, and vacant parcels with identification numbers of 00-00-31-0160-000-000 and 00-00-31-1600-0205-0021, assignment of the Public & Institutional (PI) zoning district for properties totaling 31.39 acres of land.

The quasi-judicial hearing was opened at this time.

Planning and Conservation Department Director Kelly Gibson clarified that due to scale the Ordinance’s 2020-40 and 2020-41 they are required to be reviewed by the state, upon state review these ordinances will be presented at a City Commission Regular Meeting in December 2020 or January 2021, however the annexation will proceed. Ms. Gibson relied on the staff report as agenda backup materials as the City’s evidence for this item. City Attorney Bach explained annexation deadlines are December 31st to be on subsequent year tax rolls.

9.1 BOARD OF TRUSTEES OF THE FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN: According to the agenda support documents there was one appointment for the Board of Trustees of the Firefighters and Police Officers Pension Plan. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to appoint David Sampson. Vote upon passage of the vote was taken by ayes and nays and being all ayes, carried. one appointment.**

9.2 GOLF COURSE ADVISORY BOARD: According to the agenda support documents there were two appointments for the Golf Course Advisory Board. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to appoint Jayne Paige and Sue Simpson to the Golf Course Advisory Board. Vote upon passage of the vote was taken by ayes and nays and being all ayes, carried. one appointment.**

CITY MANAGER REPORTS:

PINK DAY: City Manager Martin received a staff request to recognize October breast cancer awareness and observe Pink Day Wednesday October 21st, all are encouraged to wear pink.

BEACH ACCESS COMMITTEE: City Manager Martin met with Planning Advisory Board Victoria Robas to form the Beach Access Committee and will be announcing the six new members of the board this week.

PERSONNEL: City Manager Martin announced Mr. Charles George has accepted the City Engineer position and will start Monday, November 2nd, and Ms. Monica Benischeck has accepted the Administrative Services Manager position and will start November 9th.

CARES FUNDING: City Manager is awaiting word from the Nassau County Board of Commissioners on the Coronavirus Aid, Relief and Economic Security (CARES) funding, more information will be forthcoming on distribution.

CITY ATTORNEY REPORTS:

RECOGNITION: City Attorney Bach recognized Legal Assistant Katie Newton and Maintenance Administrative Coordinator Cathy Sabattini for their valiant efforts in temporarily assisting City Manager Martin due to the recent departure of his assistant.

CITY CLERK REPORTS:

ELECTION: City Clerk Best reminded all that early voting began October 19 and concludes November 1st.

PINK DAY: City Clerk Best thanked City Manager Martin for allowing staff to wear pink in recognition of the month of October for Breast Cancer Awareness.

DEDICATION: City Clerk Best thanked the Bean family for the recent invitation to the Atlantic Avenue Recreation Center Auditorium Dedication Ceremony in honor of Ms. Joan Bean.

MAYOR/COMMISSIONER COMMENTS:

RECOGNITION: Commissioner Ross recognized Firefighter/Paramedic Brian Cook and Baptist Medical Center for their expedient expertise in recognizing and saving a local stroke victim who is recovering. Commissioner Ross acknowledged Director of Maintenance and Streets Rex Lester who intervened to resolve a state road issue that was the subject of constituent complaints. Commissioner Ross recognized Building Director Stephen Beckman for his impressive response to social media negativity regarding building department fees.

FUNDRAISER: Commissioner Ross encouraged all to participate in the Barnabas Empty Bowls fundraiser November 20th to benefit local families.

VOTE: Commissioner Ross reminded all to vote in the upcoming election.

HONOR: Commissioner Chapman was honored to attend the Atlantic Recreation Center Auditorium naming ceremony dedicated to Ms. Joan Bean.

THANK YOU: Commissioner Chapman wished his wife, Marlene, a happy anniversary and expressed gratitude for her support during his three-year tenure on the City Commission.

MARCH: Commissioner Lednovich acknowledged his wife and their participation in the recent Women's March and espoused the importance of moving forward with women's equality, rights and recognizing women's contributions. Commissioner Lednovich thanked the Police Department for their additional safety, security, and traffic control efforts during the march.

ATTENDANCE: Vice Mayor Kreger recognized the recent attendance for the Barnabas food distribution and COVID-19 testing and inquired on the status of Halloween.

SURVEY: Vice Mayor Kreger commented on the recent trash disposal survey and is optimistic about improving and implementing ideas for better service.

ELECTION: Vice Mayor Kreger reminded all to vote.

DRAFT

MINUTES

City Commission Regular Meeting

October 20, 2020

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POWER OUTAGE: Mayor Miller expressed concerned thoughts to the families of the two injured workmen involved in yesterday's island wide power outage and thanked Florida Public Utilities (FPU) for their timely restoration of service.

ELECTION: Mayor Miller reminded all to vote.

14. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:39pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-180
Amended and Extended Emergency Order - COVID-19 - Mandatory Masks

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-180.

SYNOPSIS: The City Commission adopted Resolution 2020-94 on July 21, 2020, which extended the state of emergency due to COVID-19 and requires face coverings or masks in public places. Subsequently, the Commission adopted Resolution 2020-126, extending the order to October 6, 2020 and Resolution 2020-143, extending to November 6, 2020, and Resolution 2020-168, extending to December 6, 2020. Due to the ongoing nature of the pandemic, this amendment extends the order until January 6, 2021.

FISCAL IMPACT: None known

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-180.

Tammi E. Bach, City Attorney	11/16/2020
Nicole Bednar, Administrative Services Manager	11/16/2020
Dale L. Martin, City Manager	11/23/2020
Katie Newton, Legal Assistant	11/23/2020

Date: November 05, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

CITY OF FERNANDINA BEACH, FLORIDA CITY COMMISSION

EMERGENCY ORDER – COVID19-MANDATORY MASKS

RESOLUTION 2020-180

AMENDING AND EXTENDING RESOLUTION 2020-168 TO JANUARY 6, 2020

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, it is necessary to invoke the City’s Home Rule Powers under the Florida Constitution and the City’s Emergency Management Plan in order to enable the City of Fernandina Beach to appropriately respond to the health and safety needs of the City of Fernandina Beach and its citizens.

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

- (1) Every person over the age of six (6) who is in a public indoor space must wear a face mask or covering.
- (2) Every operator, employee, customer or patron of a business establishment must wear a face mask or covering at all times while indoors at that business establishment unless wearing a face mask or covering significantly interferes with the provision or receipt of goods or services offered or received at that establishment (i.e. patrons at a restaurant, patrons at fitness centers and yoga studios, clients at a barber shop or hair salon, patients at a dentist’s office).
- (3) Public safety, fire, law enforcement, and other life safety personnel are exempted from this requirement, as their personal protective equipment requirements will be governed by their respective agencies.
- (4) Due to the continuing public health emergency caused by the COVID-19 virus, the City Commission hereby extends the local state of emergency declared via Resolution 2020-48 to January 6, 2021, pursuant to Section 252.38, Florida Statutes.

- (5) The City Commission authorizes the City Manager to extend the local state of emergency in 7-day increments as necessary for up to 30 days, and such authority shall expire on January 6, 2021.

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

EFFECTIVE DATE. This Emergency Order shall be effective immediately upon executing and will expire on January 6, 2021 at 11:59PM unless extended by subsequent order.

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

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

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

END OF EMERGENCY ORDER

CITY OF FERNANDINA BEACH, FLORIDA CITY COMMISSION

EMERGENCY ORDER – COVID19-MANDATORY MASKS

RESOLUTION 2020-168

AMENDING AND EXTENDING RESOLUTION 2020-143 TO DECEMBER 6, 2020

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, it is necessary to invoke the City’s Home Rule Powers under the Florida Constitution and the City’s Emergency Management Plan in order to enable the City of Fernandina Beach to appropriately respond to the health and safety needs of the City of Fernandina Beach and its citizens.

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

- (1) Every person over the age of six (6) who is in a public indoor space must wear a face mask or covering.
- (2) Every operator, employee, customer or patron of a business establishment must wear a face mask or covering at all times while indoors at that business establishment unless wearing a face mask or covering significantly interferes with the provision or receipt of goods or services offered or received at that establishment (i.e. patrons at a restaurant, patrons at fitness centers and yoga studios, clients at a barber shop or hair salon, patients at a dentist’s office).
- (3) Public safety, fire, law enforcement, and other life safety personnel are exempted from this requirement, as their personal protective equipment requirements will be governed by their respective agencies.
- (4) Due to the continuing public health emergency caused by the COVID-19 virus, the City Commission hereby extends the local state of emergency declared via Resolution 2020-48 to December 6, 2020, pursuant to Section 252.38, Florida Statutes.

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

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

EFFECTIVE DATE. This Emergency Order shall be effective immediately upon executing and will expire on December 6, 2020 at 11:59PM unless extended by subsequent order.

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

ADOPTED this 4th day of November, 2020 with a quorum present and voting.

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



John A. Miller
Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

END OF EMERGENCY ORDER

CITY OF FERNANDINA BEACH, FLORIDA CITY COMMISSION

EMERGENCY ORDER – COVID19-MANDATORY MASKS

RESOLUTION 2020-143

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



John A. Miller
Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

END OF EMERGENCY ORDER

CITY OF FERNANDINA BEACH, FLORIDA CITY COMMISSION

EMERGENCY ORDER – COVID19-MANDATORY MASKS

RESOLUTION 2020-126

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



John A. Miller
Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

END OF EMERGENCY ORDER

CITY OF FERNANDINA BEACH, FLORIDA CITY COMMISSION

EMERGENCY ORDER – COVID19-MANDATORY MASKS

RESOLUTION 2020-94

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



John A. Miller
Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

END OF EMERGENCY ORDER

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-181
Voluntary Annexation Agreement - 480 Pine Trail

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-181.

SYNOPSIS: Property owners, Timothy A. & Joy A. Hope, completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.62 acres located 480 Pine Trail (Parcel ID 24-3N-28-0000-0002-0000).

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

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

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-181.

Kelly Gibson, AICP, Planning Director	11/17/2020
Nicole Bednar, Administrative Services Manager	11/17/2020
Dale L. Martin, City Manager	11/20/2020
Pauline Testagrose, Comptroller	11/23/2020
Tammi E. Bach, City Attorney	11/23/2020
Katie Newton, Legal Assistant	11/24/2020

Submitted By: Sylvie McCann, Administrative Coordinator Date: November 09, 2020

COMMISSION ACTION: Adopt

RESOLUTION 2020-181

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 0.62 ACRES OF LAND LOCATED AT 480 PINE TRAIL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Timothy A. & Joy A. Hope, 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 0.62 acres located at 480 Pine Trail (Parcel ID Number: 24-3N-28-0000-0002-0000); 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 480 Pine Trail and noted as parcel number 24-3N-28-0000-0002-0000, 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 1st day of December, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



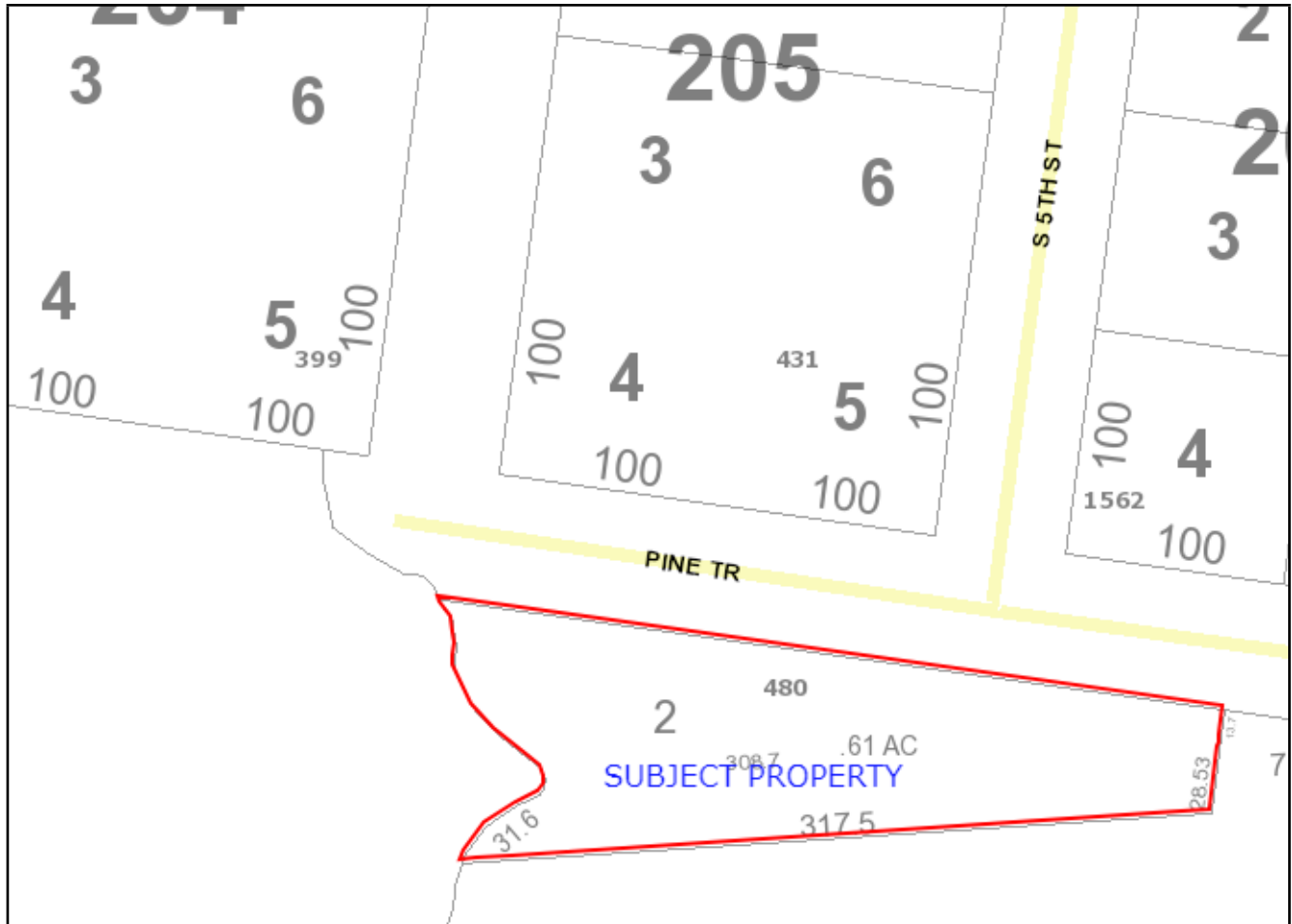
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

RESOLUTION 2020-181
EXHIBIT “1”

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF PARCEL ID
NUMBER: 24-3N-28-0000-0002-0000 LOCATED AT 480 PINE TRAIL TOTALING APPROXIMATELY
0.62 ACRES OF LAND

480 PINE TRAIL



OFFICE USE ONLY

REC'D: 10/5/18 BY: —
PAYMENT: \$ 300 - TYPE: CK 7286
APPLICATION #: 2018-001627
CASE #: PAB 2018-26
CC MEETING DATE: —



**WATER/SEWER & VOLUNTARY ANNEXATION
APPLICATION**

APPLICANT INFORMATION

Owner Name: Tim + Jay Hope
Mailing Address: 6314 Sioux Dr Granbury TX 76049
Telephone: — Fax: —
Email: —

Agent Name: Johnson Home Builders
Mailing Address: 850 Indigo St, Fernandina
Telephone: 904-583-9456 Fax: —
Email: office@johnsonhomebuilders.com

PROPERTY INFORMATION

Street Address: 480 Pine Trail
Parcel Identification Number(s): 24-3N-28-0000-0002-0000

PROJECT INFORMATION

Total Number of Lots/Parcels: 1
Less than One (1) acre Sq. Footage: 61 Acre One (1) Acre or Greater: —
Existing Zoning Classification: —
Existing Future Land Use Classification: —



PLANNING Water / Sewer Annexation

Revised 01/29/18

USE THIS FORM TO: Request the City Commission's authorization to extend water and/or sanitary sewer 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: \$300.00

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.

KEY CONTACTS: The Planning Department will guide your application from start to finish, engaging other City departments or agencies as needed.

APPLICATION REQUIREMENTS

APPLICATION CHECKLIST:

Submit all of the following information for a complete application, as applicable:

- ☐ A completed, notarized application filed at least three (3) weeks before the desired City Commission meeting;
- ☐ A notarized Petition for Annexation bearing the signatures of all property owners;
- ☐ A completed, notarized owner's authorization for agent form, if applicable.

STAFF CONTACT:

Kelly Gibson
Planning Manager
kgibson@fbfl.org
904.310.3135

Description of Request: _____

*Run city water to property from existing lines
on Clinch Dr.*

SIGNATURE/NOTARY

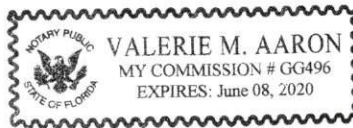
The undersigned states the above information is true and correct as (s)he is informed and believes.

Date

Timothy Allen Foye

Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss



Subscribed and sworn to before me this 4 day of October, 2018.

Valerie Aaron

Notary Public: Signature

Valerie Aaron

Printed Name

6-8-20
My Commission Expires

Personally Known ☒ OR Produced Identification _____ ID Produced: _____



OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Timothy Hope
(print name of property owner(s))

hereby authorize: Johnson Home Builders Inc.
(print name of agent)

to represent me/us in processing an application for: Water/Sewer Voluntary 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.

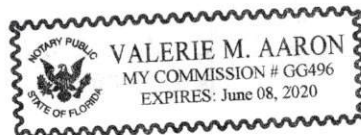
Timothy Allen Hope
(Signature of owner)

(Signature of owner)

Timothy ALLEN HOPE
(Print name of owner)

(Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU } ss



Subscribed and sworn to before me this 21 day of October, 2018.

Valerie Aaron
Notary Public: Signature

Valerie Aaron
Printed Name

6-8-2020
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 24 day of October, 2018 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Tim & Joy Hope (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#: 24-3N-28-0000-0002-0000

GENERALLY DESCRIBED AS: PT John Backlot Grant Sec 24-3N-28E 1N OT 1531/854

ADDRESSED AS: 480 Pine Trail

OR 2046/643

See Attached Exhibit "A"

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

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

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

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

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

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

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

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

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

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

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

CITY OF FERNANDINA BEACH

ATTEST:

DALE L. MARTIN
City Manager

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

T.E. Bach

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: *Timothy A. Spivey*
Applicant

By: _____
Applicant

STATE OF FLORIDA
COUNTY OF Nassau



Sworn and subscribed before me this 24 day of October, 2018.

Valerie M. Aaron
Signature of Notary

My Commission Expires:

Type of Identification Produced personally known

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

NASSAU
A. Michael Hickox, CFA, Cert.Res.RD1941
Nassau County Property Appraiser

Property Search

Sales Search

Nassau Home

OWNER NAME HOPE TIMOTHY A & JOY A
 MAILING ADDRESS 6314 SIOUX DRIVE

 LOCATION ADDRESS GRANBURY, TX 76049
 480 PINE TRL
 FERNANDINA BEACH 32034
 SHORT LEGAL PT JOHN BACHELOT GRANT SEC 24-3N-28E IN OR 1531/85 & OR 2046/643

PARCEL NUMBER 24-3N-28-0000-0002-0000
 TAX DISTRICT UNINCORPORATED MIDDLE ISLAND (DISTRICT 8)
 MILLAGE 15.3904
 PROPERTY USAGE SINGLE FAMILY
 DEED ACRES 0.61
 HOMESTEAD N
 PARCEL MAP RECORD [MAP THIS PARCEL](#)
 TAX COLLECTOR SEARCH [NASSAU TAX COLLECTOR LINK](#)
 PROPERTY RECORD CARD [LINK TO PROPERTY RECORD CARD \(PDF\)](#)

2018 Preliminary Values

JUST VALUE OF LAND	\$46,970
LAND VALUE AGRICULTURAL	\$0
TOTAL BUILDING VALUE	\$106,674
TOTAL MISC VALUE	\$599
JUST OR CLASSIFIED TOTAL VALUE	\$154,243
ASSESSED VALUE	\$126,121
EXEMPT VALUE	\$0
TAXABLE VALUE	\$126,121

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
SFR MARSH 000116	1	AC	24-3N-28E

Building Information

TYPE	TOTAL AREA	HEATED AREA	BED ROOMS	BATHS	PRIMARY EXTERIOR	SECONDARY EXTERIOR	HEATING	COOLING	ACTUAL YEAR BUILT	BUILDING SKETCH
SINGLE FAM	1,701	1,358	2	2	ABOVE AVG.		AIR DUCTED	FORCED AIR	2010	SHOW SKETCH

Miscellaneous Information

DESCRIPTION	DIMENSIONS L x W	UNITS	YEAR BUILT
STRG-L-WD	12 X 8	96	2011
STRG-L-WD	0 X 0	0	0

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
05/10/2016	2046/643	2046/643	50000	WD	U	N	GRANGER DAVID A & PEG K MCKEE	HOPE TIMOTHY A & JOY A
08/20/2010	1696/426	1696/426	100	FJ	U	N	NASSAU COUNTY CLERK OF COURT	MCKEE MARGARET A ETAL
05/26/2010	1682/468	1682/468	100	FJ	U	N	NASSAU COUNTY CLERK OF COURT	MCKEE MARGARET A ETAL
10/17/2007	1531/85	1531/85	125000	WD	Q	N	DUFFE FAYE R	HOPE TIMOTHY A & JOY A
01/06/1943	35/424	35/424	2000	QC	Q	N	DALEY ALBERTHA R & J J (W&H)	DUFFE' PAUL EDGAR
12/15/1941	109/113	109/113	100	SW	U	N	STATE OF FLORIDA TIITF	DALEY ALBERT R

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-175
Indigo Golf Partners (Billy Casper) Golf Agreement

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-175.

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 titled, "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	11/24/2020
Pauline Testagrose, Comptroller	11/24/2020
Tammi E. Bach, City Attorney	11/24/2020

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



Katie A Newton

Date: November 18, 2020

Submitted By: Katie Newton, Legal Assistant

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; AUTHORIZING EXECUTION 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 Golf Partners, 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 1st day of December, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

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



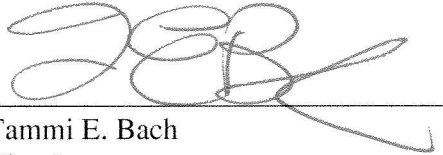
Edward E. Boner
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk



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
Joe Gerrity, City Manager

BILLY CASPER GOLF, LLC

By: R. Alex Elmore
Print Name: R. ALEX ELMORE
Its: PRESIDENT

ATTEST:

Caroline Best
Caroline Best, City Clerk

APPROVED TO AS FORM AND LEGALITY:

Tammi E. Bach
Tammi E. Bach, City Attorney

C: RCG/jash

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 <i>TEB</i>	Date: <i>6/9/15</i>
CITY MANAGER	Approved Agenda Item for 6/16/15 <i>jash</i>	Date: 5/22/15

COMMISSION ACTION: ☒ Approved As Recommended ___ Disapproved
___ Approved With Modification ___ Postponed to Time Certain
___ Other ___ Tabled

Approved at the City Commission
Regular Meeting
Held on *6/16/15*
Voted: *5-0* Initial: *JB*



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 ^{regrass}rebuild 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.

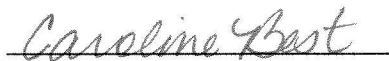
ADOPTED this 17th day of February, 2015.

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 30 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.

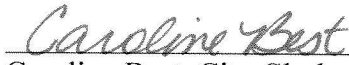
CITY OF FERNANDINA BEACH


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.

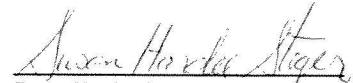
SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 9th day of December, 2010.

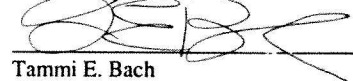
ATTEST:


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 (7th) business day following the last day of each month, and annual operating statements shall be furnished by the forty-fifth (45th) 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 REMEDIES

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:

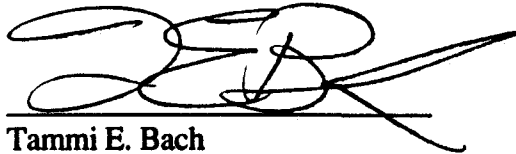
By:

 12/13/10

Name: Michael J. Czymbor

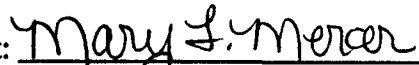
Title: City Manager

APPROVED AS TO FORM:



Tammi E. Bach
City Attorney

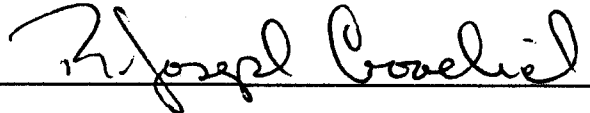
Attest:

 12/13/10

Name: Mary L. Mercer

Title: City Clerk

BILLY CASPER GOLF, LLC:

By: 

R. Joseph Goodrich, Senior Vice President

Date: 12-8-10

By: 

R. Alexander Elmore, Chief Financial Officer

Date: 12-8-10

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.

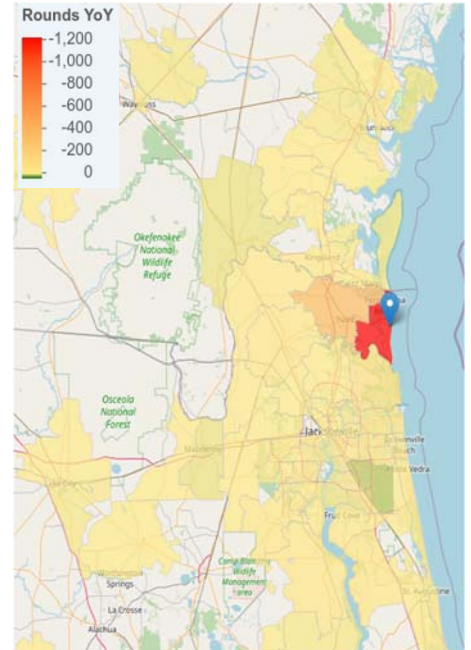
Building our online community at the Club has been a focal point for the past three years. An engaged constituency of raving fans, social media followers, email club members, and App downloaders allows Indigo to capture data and properly segment members, golfers, and prospective players for effective 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.

			Proshop			Membership					
	Rounds	Golf Revenue	COGS%	F&B	COGS%	% 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)	Hurricane 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.”



Growth

We carefully develop our team, advance our businesses and elevate the industry



Responsibility

We own a culture of safety, accountability and sustainability



Innovation

We lead with entrepreneurial spirit fueled by data, creativity and collaboration



Team

We ACE experiences together

Table 2 – Marina Fund Forecast with Additional General Fund Support

	FY 2020 Budget	FY 2021	FY 2022 Projection	FY 2023	FY 2024
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 Projection	FY 2023	FY 2024
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)

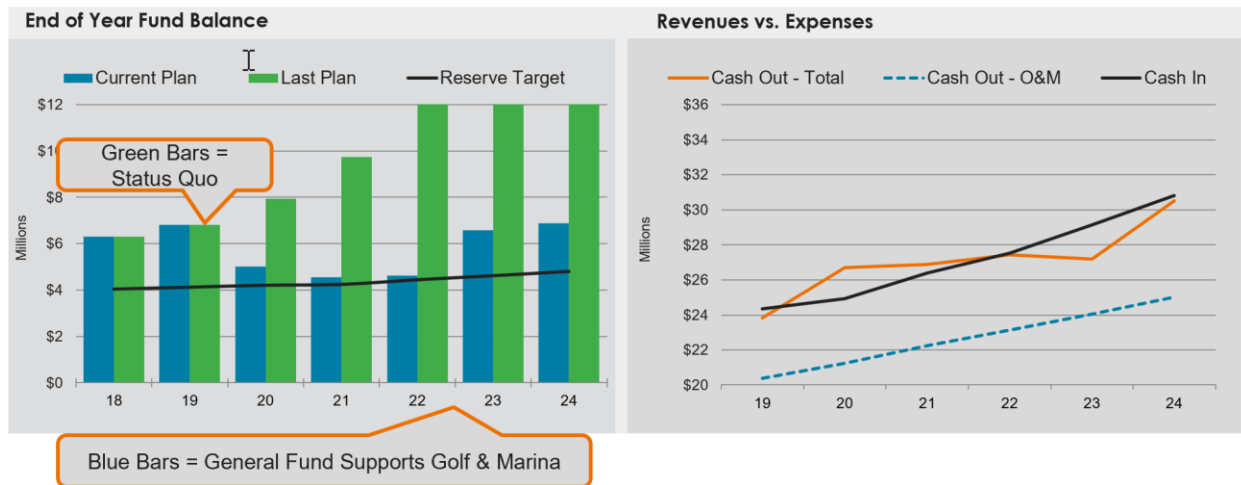
By increasing the General Fund Support for the Golf Course Fund, the Gold Course Fund could achieve a net zero fund balance by FY 2024 with the annual support shown in Table 4 below. This scenario enables the fund to achieve annual cash flow surpluses to eliminate the negative cumulative deficit within 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 Projection	FY 2023	FY 2024
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 Country 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	Probability
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,

A handwritten signature in blue ink, appearing to read "Dale Martin".

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 Projection	FY 2023	FY 2024
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 Projection	FY 2023	FY 2024
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)

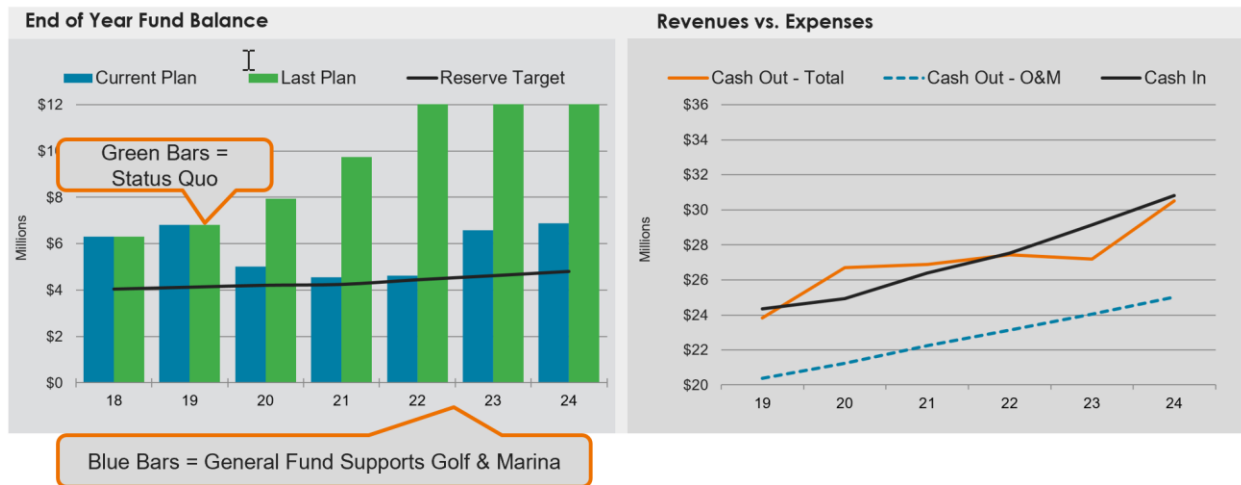
By increasing the General Fund Support for the Golf Course Fund, the Gold Course Fund could achieve a net zero fund balance by FY 2024 with the annual support shown in Table 4 below. This scenario enables the fund to achieve annual cash flow surpluses to eliminate the negative cumulative deficit within 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 Projection	FY 2023	FY 2024
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 of Fernandina Beach
History of Golf Transfers

Year	Transfer From GF
1959	-
1960	-
1961	-
1962	-
1963	-
1964	- Golf Course was moved to GF under Recreation
1965	-
1966	-
1967	-
1968	-
1969	-
1970	-
1971	-
1972	-
1973	-
1974	-
1975	-
1976	-
1977	-
1978	- Golf Course Development Fund was created
1979	-
1980	-
1981	- Golf Course Fund (combined Course & Development)
1982	-
1983	-
1984	-
1985	-
1986	-
1987	-
1988	-
1989	10,000 Transfer for Golf Development
1990	-
1991	-
1992	-
1993	-
1994	-
1995	-
1996	-
1997	-
1998	-
1999	-
2000	-
2001	-
2002	-

2003	-
2004	-
2005	-
2006	-
2007	-
2008	-
2009	-
2010	-
2011	-
2012	-
2013	205,900
2014	383,600
2015	185,000
2016	237,000
2017	228,000
2018	220,000
2019	220,000
2020	220,000
	1,909,500

[illegible]

100,000
100,000
100,000
20,000
24,000
24,000
24,000

-
-
-
-
-
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-
-
-
-
-

1,776,309

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-182
Budget Amendment - Downtown

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-182.

SYNOPSIS: In accordance with Code of Ordinances Sec 2-412 and Charter section 74, the City Commission must approve any budget transfers over \$7,500.

When the FY20/21 Budget was prepared, the cost for the artificial Centre Street Christmas tree replacement was eliminated. A budget amendment is needed to reallocate the expense to the Downtown Machinery and Equipment account for the purchase of a replacement artificial Christmas tree.

This expenditure replaces the City's fifteen year old artificial Christmas tree which, due to environmental exposure, has exceeded its useful lifespan, originally anticipated to be five years.

FISCAL IMPACT: Funds are available to transfer of \$16,161 from the General Fund Contingency account, 0018200 59900, to the Downtown Machinery and Equipment account, 0015200 56400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-182.

Nan Voit, Parks & Recreation Director	11/19/2020
Dale L. Martin, City Manager	11/20/2020
Pauline Testagrose, Comptroller	11/23/2020
Tammi E. Bach, City Attorney	11/23/2020
Katie Newton, Legal Assistant	11/24/2020

Date: October 13, 2020

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2020-182

A RESOLUTION OF THE CITY COMMISSION OF THE CITY FERNANDINA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2020/2021; 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 FY20/21 Budget was prepared, the cost for the artificial Centre Street Christmas tree replacement was eliminated; and

WHEREAS, a budget amendment is needed to reallocate the expense to the Downtown Machinery and Equipment account for the purchase of a replacement artificial Christmas tree; and

WHEREAS, this expenditure replaces the City's fifteen year old artificial Christmas tree which, due to environmental exposure, has exceeded its useful lifespan, originally anticipated to be five years; and

WHEREAS, staff recommends a budget transfer of \$16,161 from the General Fund Contingency account, 0018200 59900, to the Downtown Machinery and Equipment account, 0015200 56400, for the purchase of an artificial Christmas tree.

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

SECTION 1. The City Commission hereby approves a budget transfer of \$16,161 from the General Fund Contingency account, 0018200 59900, to the Downtown Machinery and Equipment account, 0015200 56400, for the purchase of an artificial Christmas tree.

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

ADOPTED this 1st day of December, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

years. There was a brief discussion about the information presented.

BUDGET SUMMARY: Controller Patti Clifford presented details of the budget summary for October 2005 as contained in the agenda support documents. Vice-Mayor Roberts inquired who decided to get an artificial Christmas tree. Controller Clifford replied that it was in the budget. Commissioner Crow commented that the City doesn't need a plastic Christmas tree. City Attorney Braga explained that the concerns she heard was that a real tree has a tendency to go from green to gray pretty quickly. She noted that there also have been issues in securing the tree. She stated that the artificial tree would last about 5 years. Controller Clifford continued her presentation of the October 2005 budget summary. Commissioner Gerrity referred to the Golf Course debt and inquired if the City had drawn that money. Controller Clifford replied yes and clarified that was when Mr. Ed Stull was before the City Commission on October 12th and the City received \$9 million dollars. She continued her presentation of the October 2005 budget summary. Commissioner Gerrity inquired if the City was moving forward with the irrigation system at the Golf Course. City Attorney Braga replied yes and explained that she was looking over the request for proposals that would go out in a few weeks.

CONSENT AGENDA: The following seven items were on the Consent Agenda and were approved by one motion with the exception of item (6.3) Resolution #2005-210 Budget Amendment and item (6.7) Resolution #2005-214 Authorization to defend which were removed at the request of Commissioner Gerrity; and item (6.5) Resolution #2005-212 Humane Society Agreement which was removed at the request of Commissioner Leeper.

MINUTES PRESENTED FOR APPROVAL: According to the agenda support documents, the Minutes from the October 18, 2005 Regular Meeting were recommended for approval as presented. **A motion was made by Vice-Mayor Roberts, seconded by Commissioner Crow, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

RESOLUTION #2005-209 AUTHORIZING A MUTUAL AID AGREEMENT WITH THE NASSAU COUNTY SHERIFF'S DEPARTMENT: According to the agenda support documents, the Resolution approves the agreement for a one-year period. Staff recommended approval

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-185
Budget Increase Golf Course Facility Toptracer Project

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-185.

SYNOPSIS: When the fiscal year 2020/2021 budget was prepared, it was anticipated that the Golf Course Facility Toptracer Project (#20036) would be completed within a budget of \$495,000; however increased expenses due to greater than expected driving range improvements and increased expenses due to record high lumber prices will result in an increase to the project in the amount of approximately \$60,000.

FISCAL IMPACT: Funds available in the current fiscal year budget in the Golf Course Improvements account, 410 56300, due to the cost savings on the Maintenance Building roof and the elimination and re-appropriation of funds budgeted for other capital projects.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-185.

Pauline Testagrose, Comptroller	11/19/2020
Dale L. Martin, City Manager	11/23/2020
Tammi E. Bach, City Attorney	11/24/2020
Katie Newton, Legal Assistant	11/24/2020

Date: November 12, 2020

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Approve

RESOLUTION 2020-185

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INCREASE TO THE GOLF COURSE FACILITY TOPTRACER PROJECT FOR FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, when the fiscal year 2020/2021 budget was prepared, it was anticipated that the Golf Course Facility Toptracer Project, #20036, would be completed in fiscal year 2020/2021 within a budget of \$495,000; and

WHEREAS, due to higher than anticipated costs associated with the driving range improvements, higher than anticipated construction costs and record high lumber prices related to COVID-19 pandemic, staff recommends the approval of a budget increase in the amount of \$60,000 to complete the Toptracer Project, #20036, in FY 2020/2021; and

WHEREAS, funds are available in the Golf Course Improvements account, 410 56300, by eliminating and re-appropriating funds from other budgeted capital projects, and a budget transfer is not necessary.

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

SECTION 1. The City Commission hereby approves an increase to the Golf Course Facility Toptracer Project, #20036, in the amount of \$60,000.

SECTION 3. The City Commission hereby approves the re-appropriation of funds in the Golf Course Improvements account, 410 56300, by eliminating and re-appropriating funds from other budgeted capital projects.

SECTION 4. This Resolution is effective immediately upon passage.

ADOPTED this 1st day of December, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-186
Change Order Approval - Marina Utilities Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-186.

SYNOPSIS: At its November 17, 2020 Regular Meeting, the City Commission approved Resolution 2020-178 for emergency repairs to a fuel line at the Marina. Marina Utilities submitted a proposal which did not include permit fees or builders risk insurance. This change order in the amount of \$10,837.00 accounts for those additional costs.

FISCAL IMPACT: Funding is available in the Marina Contractual Account 480 53400 to transfer to the Marina Building Account 480 56200.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-186.

Pauline Testagrose, Comptroller 11/19/2020

Dale L. Martin, City Manager 11/23/2020

Tammi E. Bach, City Attorney 11/24/2020

Date: November 12, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-186

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING CHANGE ORDER #1 WITH MARINA UTILITIES, INC. IN THE AMOUNT OF \$10,837 FOR PERMIT COSTS, BOND COSTS, AND BUILDERS RISK INSURANCE COSTS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 17, 2020, the City Commission awarded, by emergency funding, work to replace diesel and gas fuel lines, to Marina Utilities, Inc. via Resolution 2020-178 in the amount of \$215,000; and

WHEREAS, Marina Utilities Inc. inadvertently excluded the costs for permit fees, performance bonds, and builders risk insurance; and

WHEREAS, Marina Utilities, Inc. submitted Change Order #1 in the amount of \$10,837; and

WHEREAS, the change order requires a budget transfer from the Marina Contractual account, 480 53400 to the Marina Building account, 480 56200.

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

SECTION 1. The City Commission hereby approves Change Order #1 in the amount of \$10,837 with Marina Utilities, Inc. and authorizes increasing the total project cost to \$225,837.

SECTION 2. The City Commission hereby approves a budget transfer from the Marina Contractual account, 480 53400 to the Marina Building account, 480 56200.

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

ADOPTED this 1st day of December 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

Bonita Springs, FL 34135
10951 Harmony Park Drive

Date 11/18/2020
Estimate # 239

Maintenance Dept. - Facilities
City Of Fernandina Beach
1180 South 5th Street Ext.
Fernandina Beach, FL 32034

Phone #	239-405-8877	accounting@marinautilities.com
Fax #	239-405-8878	www.MarinaUtilities.com

Date _____

Subtotal	\$10,837.00
Sales Tax (6.5%)	\$0.00
Total	\$10,837.00

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-183
Sole Source Vendor Approval - Precision Sidewalk Safety

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-183.

SYNOPSIS: Funding for sidewalks is included in each Fiscal Year budget, and a portion of the budgeted amount is utilized to maintain existing sidewalks throughout the City (Project #21015). The City has utilized the services of Precision Sidewalk Safety in the past to remove sidewalk trip hazards. By utilizing this vendor, the City has removed numerous trip hazards on sidewalks.

Patented equipment and methods are necessary to remove trip hazards, the City does not have such equipment nor are City employees authorized to use this patented equipment and process. Staff recommends utilizing the services of Precision Sidewalk Safety, which is a company authorized to use patented equipment and methods to remove sidewalk trip hazards.

FISCAL IMPACT: Funds are available in the Capital Improvements Fund, Sidewalks - General/Miscellaneous account, 3004100 56311.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-183.

Rex Lester, Streets & Parks Maintenance Director	10/29/2020
Nicole Bednar, Administrative Services Manager	11/16/2020
Dale L. Martin, City Manager	11/20/2020
Pauline Testagrose, Comptroller	11/23/2020
Tammi E. Bach, City Attorney	11/23/2020
Katie Newton, Legal Assistant	11/24/2020

Submitted By: _____ Date: July 24, 2020
Hannah Lee, Staff Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-183

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

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

WHEREAS, the Streets Department budgeted funds to maintain existing sidewalks throughout the City, staff requests City Commission approval of Precision Sidewalk Safety as a sole source vendor for the removal of sidewalk trip hazards in an amount not to exceed \$50,000; and

WHEREAS, Precision Sidewalk Safety is authorized to use patented equipment and methods to remove sidewalk trip hazards as outlined in Exhibit "A"; and

WHEREAS, funds are available in the Capital Improvements Fund, Sidewalk-General/Miscellaneous account, 3004100 56311, in FY 2020/2021.

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

SECTION 1. The City Commission hereby approves Precision Sidewalk Safety as a sole source vendor for Fiscal Year 2020/2021 in an amount not to exceed \$50,000.

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

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

ADOPTED this 1st day of December, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



October 26, 2020

Mr. Rex Lester, Streets & Park Maintenance Director
City of Fernandina Beach
1017 South 5th Street
Fernandina Beach, FL 32034

RE: Patent Information

Mr. Lester,

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office.

Wendy & Alan MacMurray and Precision Sidewalk Safety is the only company authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 6,827,074

U.S. Pat. No. 6,896,604

U.S. Pat. No. 7,000,606

U.S. Pat. No. 7,143,760

U.S. Pat. No. 7,201,644 – formerly Allowed Application Serial No. 11/358,548, issued 4/10/07

U.S. Pat. No. 7,402,095 – continuation of the method patent 7,143,760 w/ additional claims, issued 7/22/08

U.S. Pat. No. 9,759,559

U.S. Pat. No. 9,494,407

U.S. Application Pat. No. 16/670,737

If you have any questions or comments please feel free to give me a call.

Regards,

Aaron Ollivier, CEO
Precision Concrete Cutting, Inc.
3191 N. Canyon Rd
Provo, Utah 84604
(801) 373-6060



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-184
Peck Center Sole Source Window Installation Approval - Florida Restoration and Construction, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-184.

SYNOPSIS: The Peck Center building falls under the guidelines of the Historic District Council (HDC). The proposed replacement windows were approved by the HDC on January 16, 2014. These windows match the original design and retain the architectural character of the structure and the composition of the window will stand up to the elements better than the existing windows.

The proposed contractor, Florida Restoration and Construction, LLC has installed the Peck Center replacement windows since project inception more than seven years ago.

In the interest of continuity of product and workmanship, staff recommends a sole source approval be awarded to Florida Restoration and Construction LLC for the installation of the windows in the amount of \$24,256.29.

FISCAL IMPACT: This project is included in the FY 2020/2021 budget. Funds are available in the Peck Improvements account, 3007220 56300, to continue the Peck Center Window Project: Phase VIII (Project #21023).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-184.

Cathy Sabattini, Administrative Coordinator	11/9/2020
Jeremiah Glisson, Fleet & Facilities Maintenance Director	11/16/2020
Nicole Bednar, Administrative Services Manager	11/16/2020
Dale L. Martin, City Manager	11/20/2020
Pauline Testagrose, Comptroller	11/23/2020
Tammi E. Bach, City Attorney	11/23/2020

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

Date: January 23, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-184

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE SOLE SOURCE INSTALLATION OF WINDOWS BY FLORIDA RESTORATION AND CONSTRUCTION, LLC IN THE AMOUNT OF \$24,256.29; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Phase VII of the Peck Window Project was completed in May, 2020. Funding is allocated in Fiscal Year 2020/2021 in the Peck Improvements account, 3007220 56300, for Project #21023 to continue with Phase VIII of the window replacement project; and

WHEREAS, the purpose of this Resolution is to approve the sole source installation of twelve windows by Florida Restoration and Construction, LLC in the amount of \$24,256.29 as shown in Exhibit "A"; and

WHEREAS, Florida Restoration and Construction, LLC has installed the Peck Center replacement windows since project inception more than seven years ago; and

WHEREAS, the Peck Center building falls under the guidelines of the Historic District Council (HDC) and the proposed windows were approved by the HDC on January 6, 2014; and

WHEREAS, these windows will match the original design and retain the architectural character of the portion of structure that falls under the guidelines of the HDC and the composition of the window will stand up to the elements better than the existing windows.

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 sole source installation of windows by Florida Restoration & Construction, LLC in the amount of \$24,256.29.

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

ADOPTED this 1st day of December, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

PROJECT QUOTE

Florida Restoration and Construction LLC

5422 First Coast Highway Suite 123
Amelia Island, Florida 32034
EIN# 46-1462375
CBC1261812

Office: (904) 432-7616
Cell: (386) 586-9200
Fax: (904) 432-7088

Project Customer

City Of Fernandina Beach
Peck Center, 516 S. 10th Street
Fernandina Beach, FL, 32034

Project Quote Date 10/27/2020

Project Quote Number 1027201

Attn: Jeremiah Glisson

Project Quote Expiration Date 12/27/2020
(Valid for 60 days)

Project Description	Supplies/Labor Estimate	Amount
This project quote is for work to be completed at the Peck Center, 510 S 10th Street, Fernandina Beach, FL, 32034.		\$24,256.29
Scope of work Removal and disposal of 6 windows on the east side of the gymnastic room and 6 windows on the west side of the gymnastic room, frame out new openings, install new sheathing on the exterior, weatherproof openings, install 12 new windows, insulate framing between windows, install drywall on the interior, trim out exterior with pvc trim, trim caulk and paint the interior of the windows.		
This price includes all materials, labor and bldg permit.		
This price does not include any unforeseen discovery.		
We require 50% down before starting the project and the balance upon completion.		
TOTAL DUE		\$24,256.29

Comments / Notes

Thank you for your Interest in Florida Restoration and Construction LLC.

New windows will match the windows that were installed during the earlier phases.

BEFORE

AFTER











CERTIFICATE OF APPROVAL (COA) HDCSA2020-0110 FOR CITY OF FERNANDINA BEACH

Plan Type: HDC - Staff Review	Project:	App Date: 11/03/2020
Work Class: HDC Staff Review	District: Default	Exp Date: 12/03/2020
Status: Approved	Square Feet: 0.00	Completed: 11/03/2020
Valuation: \$0.00	Assigned To: Salvatore Cumella	Approval
Description: Certificate of Approval (COA) to replace 12 windows w/Anderson double hung windows		Expire Date: 11/03/2021

Parcel: 00-00-31-1800-0144-0010 Main	Address: 516 S 10Th St Main Fernandina Beach, FL 32034	Zone: PI-1(Public Institutional)
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Applicant City of Fernandina Beach Business: 9043103314	Owner City of Fernandina Beach 204 ASH ST fernandina beach, FL 32034
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Activity Type	Activity Number	Name	User	Created On
Final Decision	DEC-000982-2020		Salvatore Cumella	11/03/2020
HDC Application Checklist	APP-000979-2020		Taylor Hartmann	11/03/2020

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00010462	COA - Staff Approval	\$25.00	\$25.00
Total for Invoice INV-00010462		\$25.00	\$25.00
Grand Total for Plan		\$25.00	\$25.00

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

Department: Maintenance
Director: Jermiah Glisson

Date: 11/9/2020

Effective Date: 10/1/2020

Estimated Cost: \$24,256.29

Account Coding
Account No.: 3007220 56300
Account Title: Improvements

Proposed Vendor	
Name:	<u>Florida Restoration & Construction LLC</u>
Address:	<u>5422 First Coast Highway Suite 123 Amelia Island, FL 32034</u>
Phone No.:	<u>904-432-7616</u>
Vendor #	<u>9122</u>

City Manager Approval	Date
<u>as per Code Sections 2-432 & 2-433</u>	

Is the Item Budgeted? **Yes**

Briefly describe the purchase or service:

Installation of new windows - Phase VIII of the Peck Window Project #21023.

Is there an urgent need or an emergency preventing competitive methods?
If yes, please explain:

No

Is there only one product or service that can meet the specific needs or must the product or service be provided by this particular source?
If yes, please explain:

Florida Restoration & Construction LLC has provided their installation services to the City for the Peck Center and has following the guidelines of the Historic District Council.

Has department ever purchased these same goods or services from this vendor?

Yes

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

The City does not have the resources available to install the windows on this scale.

JUSTIFICATION

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

City staff recommends awarding sole source approval to Florida Restoration & Construction LLC due to continuity of product and workmanship. Florida Restoration & Construction LLC has performed the window replacements in the prior phases of the Peck window replacement project following the guidelines of the Historic District Council.

ORDINANCE 2020-42

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

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

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

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

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

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

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

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

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

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

ENACTED this 1st day of December, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2020-42
EXHIBIT “A”

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

Existing Language: None- New language added as follows.

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

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

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

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

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

LDC Section Reference: 3.05.03 and 7.03.03

Proposed Revisions: 3.05.02 Applicability and Exemptions

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

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

3.05.03 Standards for Stormwater Management

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

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

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

7.03.03 Standards for Stormwater Management

- A. All development ~~shall~~ must comply with the specifications, standards of design, and detailed technical requirements provided in the manuals adopted by reference in Chapter 1.
- B. No subdivision ~~shall~~ must be platted, nor ~~shall~~ must construction commence for any single-family, multi-family, commercial, industrial, or institutional project, until the drainage design for such project has been approved by the City, and proof of permit from the SJRWMD, the USACOE, if applicable, and the Amelia Island Mosquito Control District, has been provided to the City.
- C. The drainage design plans for the project ~~shall~~ must be prepared, signed, and sealed by a Florida registered professional engineer.
- D. All drainage facilities and easements ~~shall~~ must be documented to ensure the City that capacity and right-of-way are adequate from the source, through the development, to the receiving body of water, without adversely affecting upstream or downstream properties. Any improvements or increase in capacity of those facilities required to keep the project in compliance with all applicable regulations ~~shall~~ must be made at the expense of the applicant.
- E. Stormwater Management systems shall must be designed in accordance with LDC Section 3.05.03. Design basis
1. ~~All subdivisions and multi-family, commercial, industrial, and institutional projects shall provide for retention of stormwater within the boundaries of the project.~~
- a. ~~For projects within areas designated for zero discharge, storage shall accommodate a ten (10) year, twenty-four (24) hour storm event.~~
 - b. ~~For all other areas, retention shall accommodate the greater of the first one-half (1/2) inch of stormwater within the boundaries of the project, or the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not.~~
 - c. ~~The project shall also provide detention for all stormwater flows.~~
 - d. ~~Detention shall prevent peak flows after development from exceeding the peak flow prior to development.~~
 - e. ~~Retention or detention areas for multi-family, commercial, industrial, and institutional projects shall not be located in public road rights-of-way or within single-family zoning districts.~~
2. ~~All floor slab elevations shall be constructed at least one (1) foot higher than the 100-year flood level.~~
- a. ~~Unless the drainage master plan dictates higher levels, in areas where the floodplain has been established under the requirements of the FEMA or the National Flood Insurance Program, the level shall comply with such requirements.~~
 - b. ~~In all other areas, floor slab levels shall be constructed to the elevations specified in the engineer of record's approved drainage plan.~~
 - c. ~~If no drainage plan exists, or if the plan predates this chapter, the floor level shall be at least eighteen (18) inches above the roadway unless otherwise approved by the City.~~
3. ~~Where a development includes a retention basin in the drainage system, the basin shall be located in such a manner as to minimize damage when the design storm is exceeded.~~

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

F. Rainfall and runoff criteria

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

G. Drainage map

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

H. Drainage during construction

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

I. Maintenance of drainage facilities after construction

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

J. Use of stormwater for irrigation

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

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

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

Language:

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

8.01.01 Historic District Overlays

8.01.01.01 Standards for Development in the Historic District Overlays

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

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

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

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

Table 8.03.03 (B). Certificate of Approval Matrix

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

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

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

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

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

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

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

Approvals and Submittals Required:

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

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

Variances:

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

Occupancy:

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

Setbacks:

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

Drainage:

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

Hangars/Buildings:

1. Aircraft hangars constructed under these standards shall only be for use or uses authorized under a ground lease from the City. Stand-alone non-hangar buildings within the area of the airport designated as aeronautical use on the most recent FAA approved Airport Layout Plan shall only be used for an

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

Signage:

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

Aprons/Pavement:

1. Taxilanes within hangar areas provided by the City are generally designed to accommodate an aircraft with a wing span no greater than 49 feet. Facilities designed for larger wingspan aircraft shall provide direct access to taxiways, unless otherwise approved by the City Manager or designee subject to grant

assurances provided to the FAA and FAA regulations.

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

Utilities:

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

Hangar Doors:

1. Types (Bi-fold, Hydraulic single swing, Track Mounted/rolling, accordion).
2. Hangar door clear opening shall be: equal to or greater than 80% of the width of the side of the hangar where the door is located (I.E. building width of 100 feet, hangar door clear opening shall be a minimum of 80 feet), or equal to or greater than 80% the total width of individual T-Hangar or shared wall hangar units. All hangar doors must have a minimum 12-foot clear door height and the height of door shall be proportionate to the width and height of the hangar contingent upon approval by the City Manager or designee subject to grant assurances provided to the FAA and FAA regulations.
 - a. ~~Horizontal — equal to or greater than 80% of the width of the side of the hangar where the door is located (I.E. building width of 100 feet, hangar door clear opening shall be a minimum of 80 feet), or equal to or greater than 80% the total width of individual T Hangar or shared wall hangar units~~
 - b. ~~Vertical — For a hangar door width of:~~
 - i. ~~Less than 40 feet, minimum door height shall be 16 feet~~
 - ii. ~~40 feet up to 50 feet, minimum door height shall be 16 feet~~
 - iii. ~~50 feet up to 60 feet, minimum door height shall be 20 feet~~
 - iv. ~~60 feet up to 70 feet, minimum door height shall be 24 feet~~
 - v. ~~70 feet up to 80 feet, minimum door height shall be 26 feet~~
 - vi. ~~Greater than 80 feet, minimum door height shall be 26 feet~~

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

Hangar/Building Characteristics:

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

on top between buildings to the property line to establish a security perimeter. If landscape screening is provided, it shall be located on the landside and no closer than 6 feet from the fence and maintained in a manner to preclude overgrowth onto the security fence.

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

Landscaping:

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

Automobile Parking:

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

Box Hangar (Aircraft Storage Only)	
1 Space per 4,500 <u>2,000</u> square feet of hangar floor space (5 <u>3</u> minimum) rounded up to the next space	
Sample: 8,000 sq/ft hangar would require 4 parking spaces	
Box Hangar W/Office or Maintenance Space	
1 Space per 4,500 <u>2,000</u> sq/ft of hangar floor space (5 <u>3</u> minimum)	and

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

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

Compliance with Building Codes

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

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

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

Refuse

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

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

Hi Kelly,

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

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

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

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

www.fbfl.us



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

Mark,

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

Thanks for asking.

ms

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

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

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

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

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

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



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

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

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

Subject: Televisions in the Historic District

Hello Members,

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

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

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

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

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

Thank you so much for taking this into consideration.

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

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

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

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

MEMBERS PRESENT:

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

MEMBERS ABSENT:

None

OTHERS PRESENT:

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

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

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

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

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

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

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

4. NEW BUSINESS

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

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

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

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

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

Approved unanimously by voice vote.

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

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

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

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

Approved unanimously by voice vote.

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

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

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

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

Approved unanimously by voice vote.

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

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

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

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

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

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

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

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

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

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

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

Approved unanimously by voice vote.

Member Schaffer departed at 7:04.

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

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

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

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

Approved unanimously by voice vote.

5. BOARD BUSINESS

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

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

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

Approved unanimously by voice vote.

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

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

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

could decide if they would like to pursue additional action.

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

6. STAFF REPORT

6.1 August 2020 Boards Tracker

No comments from the Board members.

7. PUBLIC COMMENT

8. ADJOURNMENT 7:41

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

Or iPhone one-tap :

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

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 9128 or +1 253 215 8782
or +1 346 248 7799

Webinar ID: 971 0397 5881

Passcode: 8261108

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

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

APPROVED



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

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

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

MEMBERS PRESENT:

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

MEMBERS ABSENT:

John Boylan

OTHERS PRESENT:

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

**2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MEETING MINUTES**

No Minutes were presented for approval.

4. OLD BUSINESS

4.1

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

Ms. Gibson explained that this case was discussed at a previous board meeting, and that the definition of "racetrack" was revised per Board request and presented with changes for approval. Ms. Gibson read the revised

definition for the record.

ACTION TAKEN: A motion was made by member Stevenson, seconded by Member Gingher to approve replacement of the current version with the newer version with proposed LDC version as presented. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

5. NEW BUSINESS

5.1

PAB 2020-0008 - VOLUNTARY ANNEXATION - PLANTATION HAMMOCK SUBDIVISION

Requests for annexation of properties located in the Plantation Hammock subdivision located on Simmons Road between S. 14th Street and Amelia Road and 847 Simmons Road, assignment of the Low Density Residential (LDR) Future Land Use map category and Low Density residential (R-1) zoning district for properties totaling 4.32 acres of land.

Mr. Platt gave a brief overview and explained that these property owners had submitted Voluntary Annexation petitions and that the City is now acting on these requests because they are contiguous properties.

Mr. Platt presented the case for the properties listed within this case. He explained that these properties originally became contiguous properties in 2016. Mr. Platt stated that the requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommended approval of the voluntary annexation, assignment of the Low Density Residential FLUM category, and R-1 zoning district. Following the recommendation of the Planning Advisory Board (PAB), he mentioned that the application would move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for October 20th, 2020.

Public Comments was opened and then closed with no speakers.

ACTION TAKEN: A motion was made by member Robas, seconded by Member Stevenson to recommend approval of PAB case 2020-0008 to the City Commission as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

52

PAB CASE 2020-0009 VOLUNTARY ANNEXATION - SADLER ROAD

Requests of properties located at 2246 Sadler Road, assignment of the General Commercial (GC) Future Land Use Map category and Community Commercial (C-1) zoning district for property totaling 3.24 acres of land; annexation of property at 2233 Sadler Road, assignment of the Mixed Use (MU) Future Land Use Map category and Mixed Use (MU-1) zoning district for properties totaling 0.46 acres of land.

Mr. Platt presented the case. The property at 2246 is an existing hotel and 2233 Sadler Road had an existing home has requested annexation in June 2020 because of a failed septic system. Mr. Platt presented maps from the Nassau County GIS for the County Map vs. the City of Fernandina Beach Zoning map and explained the differences between zoning.

He then explained that the requested action is consistent with the City's Comprehensive Plan and Land Development Code and recommended approval of the voluntary annexation, assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) zoning district for 2246 Sadler Road; Assignment of the Mixed Use (MU) Future Land Use Map (FLUM) category and Mixed Use (MU-1) Zoning District for 2233 Sadler Road. He then stated that following the recommendation of the Planning Advisory Board (PAB), the application would move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for October 20th, 2020.

Melba Whitaker, 222 Lighthouse Circle, owns the property at 2209 Sadler Road which is located within the county boundaries, requested clarification of the definition of "multiple use". Mr. Platt explained the actions requested by the City. It was suggested to Mrs. Whitaker to contact Nassau County for information on usage

restriction of her property but was welcome to apply for annexation.

ACTION TAKEN: A motion was made by member Stevenson, seconded by Member Robas to recommend approval of PAB case 2020-0009 to the City Commission as written and presented. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

53

PAB CASE 2020-0010 VOLUNTARY ANNEXATION - BAPTIST MEDICAL CENTER PROPERTIES

Request for annexation of the Baptist Medical Center properties located at 1250 S. 18th Street, 1367 S. 18th Street, and vacant parcels with identification numbers of 00-00-31-0160-000-000 and 00-00-31- 1600-0205-0021, assignment of the Public & Institutional (PI) Future Land Use Map category and Public & Institutional (PI) zoning district for properties totaling 31.39 acres of land.

Mr. Platt presented the case and explained that case includes all the properties of Baptist Medical Center of Nassau Campus off of Line Street and S. 18th Street. He explained that the requested action is consistent with the City's Comprehensive Plan and Land Development Code and recommended approval of the voluntary annexation, assignment of the Public and Institutional (PI) Future Land Use Map (FLUM) category and Public and Institutional (PI-1) zoning district. Following the recommendation of the Planning Advisory Board (PAB), he stated that the application would move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for October 20th, 2020.

Member Stevenson asked if this annexation would include the old Council on Aging Building on S. 18th Street. Mr. Platt answered in the affirmative.

ACTION TAKEN: A motion was made by member Robas, seconded by Member Stevenson to approve PAB case 2020-0010 to the City Commission requesting that a voluntary annexation, assignment of the Public and Institutional (PI) Future Land Use Map (FLUM) category and Public and Institutional (PI-1) zoning district be approved and that PAB case 2020-0010, as presented, is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

Tammi Bach, City Attorney clarified that the original annexation agreement was signed 6 years ago and that this agreement at the time included a maximum of 60 feet in height for any expansion and that this use would still be valid.

6. BOARD BUSINESS

6.1

September Boards Tracker

Ms. Gibson presented an overview of the Board Tracker and announced staff updates with the return of Sal Cumella as the Preservation Planner and the addition of a new Planning Technician, Taylor Hartmann who will be the Board liaison for all Boards as the Recording Secretary.

6.2

Follow up on FLUM and Zoning Discrepancies as noted in 2019

Ms. Gibson suggested that this discussion be moved to the next month meeting in order to give her the chance to reach out to two (2) property owners.

Member Stevenson asked about the decision made during the City Commission meeting of September 8, 2020 regarding budget allocation regarding the Project Manager/Planner position and projects approval. Tammi Bach, City Attorney explained the approval process of the yearly budget.

Chair Minshew spoke about the conversation that took place during the City Commission meeting of September 8, 2020, regarding beach management and beach walk-over and a letter from Commissioner Ross pertaining to funding these projects. She added had conversation with some Commissioners and that she received a copy of an email received by Ms.

Gibson from Mr. Martin requesting the creation of a committee to assist with the development of a beach plan. Chair Minshew proposed that Member Robas chair this new committee which she accepted.

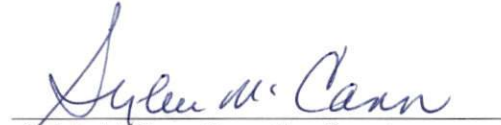
Member Stevenson ask about the LDC version online. Ms. Gibson mentioned that the LDC had just been updated in July 2020.

Chair Minshew announce that the next PAB meeting would be the Special Meeting of September 23, 2020.

7. STAFF REPORT

8. PUBLIC COMMENT

9. ADJOURNMENT 5:49


Sylvie McCann, Recording Secretary


Genece Minshew, Chair

1. **Call to Order:** Chairperson Austin called the meeting to order at 6:00 pm.
2. **Members Present:** Chuck Colcord, Dave Austin, David Broughton, Tom Piscitello, Ward Gill, Prudence Hostetter, Don Edlin, and Nathan Coyle (Staff Assistant)
Members Absent: Len Kreger (City Commission Liaison) and One Vacancy

Others Present: Robert Kozakoff, Brian Echard, Tammi Bach, and Dana Whicker
3. **Pledge of Allegiance**
4. **Public Comment Regarding Items Not On The Agenda:** No public comment was received.
5. **Old Business:** No old business was discussed.
6. **New Business:**

6.1 Runway 4/22 Project Update

Airport Manager Coyle provided an update on the project to rehabilitate Runway 4/22 at the Fernandina Beach Municipal Airport. Mr. Coyle stated that the design work and bidding process had been completed. Four bid submittals were received and the low bidder cost was within projected budget.

Mr. Coyle also presented an outline of potential project timelines contingent upon application and receipt of a grant from the FAA. Mr. Coyle reminded the group that it would be likely that the project would be 100% funded by the FAA.

Member Edlin inquired as to what would happen with matching FDOT funds that would no longer be needed for the project and Mr. Coyle stated that FDOT had \$100,000 programmed as a match and that \$80,000 would likely be repurposed to re-stripe Runway 9/27 and \$20,000 returned to FDOT in exchange for \$75,000 in State Fiscal Year 2023 to provide additional funding support of a potential public/airport fire station. Member Edlin expressed the need to prioritize hangar development scheduled for the next fiscal year.

Member Gill expressed that there is a need to install an approach lighting system to Runway 4 to enhance safety for use of the runway during reduced visibility. Mr. Coyle stated that this project would need to be programmed as a separate project and requires justification to show use of the GPS procedure for Runway 4.

Mr. Coyle stated that he would update the group on the project following receipt of an FAA grant, and continue to provide updates during upcoming AAC meetings.

6.2 2020 Architectural Standards Discussion

Mr. Coyle presented the group with a series of minor draft revisions to the airport architectural standards for discussion. Mr. Coyle stated that the completely revised version of standards have worked well but a few minor items were noted for attention. Each revision was presented and discussed.

Member Austin asked for more detail about the T-Hangar exclusivity section where the proposed language stated that T-hangars would only be constructed by the City or awarded under a competitive selection process. Mr. Coyle stated that this language was an attempt at using a process where the City could release an RFP to received competitive interest for development, and have a method to still control quantity of T-hangar development on the airport.

Member Piscitello asked about the hangar setback requirements from the standards and how they related to the conceptual T-Hangar design that had been presented to the AAC. Mr. Coyle stated that the conceptual T-Hangar design leveraged extension of existing buildings which would eliminate the need for clear space between T-Hangar structures. Mr. Coyle also stated that the center T-Hangar structure would be designed with a breezeway, as was recommended by AAC members previously, to allow access to electrical equipment and convenient pedestrian traffic to the restrooms from the northern taxilane.

7. Airport Manager and Staff Reports:

Mr. Coyle provided his monthly report to the AAC.

8. Commission Member Reports and Comments:

Member Gill asked for an update on the fire station project, and Mr. Coyle stated that a 30% design had been completed and that a proposed work order for a full design of the Fire Station would be presented to the City Commission at the next City Commission meeting.

Member Broughton asked if there were any updates from the flight school agency that previously provided a presentation to the group. Mr. Coyle stated that he contacted the representative from the flight school agency (Agile Defense) roughly two weeks prior to the meeting and learned that the agency has shifted its interest and conversations to the airport in Punta Gorda Florida.

9. Next Meeting Date: June 11, 2020

10. Adjournment: There being no further business to come before the Airport Advisory Commission, the meeting was adjourned at 6:53 p.m.



Secretary



David Austin, Chairperson

1. **Call to Order:** Chairperson Austin called the meeting to order at 6:00 pm.
2. **Members Present:** Chuck Colcord, Dave Austin, Tom Piscitello, Ward Gill, Prudence Hostetter, Don Edlin, Nathan Coyle (Staff Assistant), and Len Kreger (City Commission Liaison)
Members Absent: David Broughton, and One Vacancy

Others Present: Robert Kozakoff, Brian Echard, Dana Whicker, and Brad Wente (Passero Associates)

3. **Pledge of Allegiance**

4. **4.1 February 13, 2020 AAC Meeting – Approval of Minutes:** The February 13, 2020 AAC meeting minutes were presented for consideration of the AAC.

4.2 May 14, 2020 AAC Meeting – Approval of Minutes: The May 14, 2020 AAC meeting minutes were presented for consideration of the AAC.

A motion was made by Member Hostetter, seconded by Member Colcord, to approve the February 13, 2020 and May 14, 2020 AAC Regular Meeting Minutes. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

5. **Public Comment Regarding Items Not On The Agenda:** No public comment was received.

6. **Old Business:**

- 6.1 **Monthly Financial Update**

Airport Manager Coyle presented the monthly financial update and provided a detailed update on FAA and FDOT grant revenue received to date, and grant revenue still anticipated within the current fiscal year. There was no other discussion on the monthly financial update.

- 6.2 **Runway 4/22 Project Update and Schedule**

Airport Manager Coyle provided an update to the group stating that a grant offer had been received from the FAA for 100% funding of the Runway 4/22 rehabilitation project and that the receipt of this grant offer would allow the airport to press forward with commencement of the project within the month of August which would provide for a December project completion estimate.

Member Edlin asked for clarification related to the design standard being utilized for rehabilitation of Runway 4/22 as the presentation slideshow stated that the project would fund rehabilitation based on the existing design aircraft of the airport, the Gulfstream IV. Mr. Wente, the project engineer, stated that the design would be related to the length, width, and strength of the runway. Mr. Wente stated that the load bearing capacity of the runway would be no less than the current capacity published for Runway 4/22.

Mr. Coyle stated that the City Commission would review the grant offer from the FAA, a work order for construction admin services from Passero, and a recommendation to award the project to low bidder at the June 16, 2020 City Commission meeting. He stated that a specific timeline for construction would be released when available.

6.3 Airport Architectural Standards Minor Revisions

Airport Manager Coyle presented a clean draft of the airport's architectural standards with proposed minor revisions, and reviewed each revision with the group.

Member Piscitello asked if there were any changes from what was presented during the May AAC meeting, and Mr. Coyle stated that no additional changes were made to the intent of the document, however the language was put into final form for review of the group.

A motion was made by Member Edlin, seconded by Member Colcord, to recommend approval of the revised Fernandina Beach Municipal Airport Architectural Standards as presented in the June 11, 2020 AAC meeting packet. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7. New Business:

7.1 Discuss FDOT Grant Funding for Runway 13/31

Airport Manager Coyle provided an update regarding a response from FDOT on willingness to participate in funding for rehabilitation of Runway 13/31. Mr. Coyle stated that the airport previously swapped funding support from Runway 13/31 to Runway 9/27 when that runway received a white-top pavement application with funding support from FDOT. Mr. Coyle stated that Runway 13/31, in accordance with the pavement management plan, requires rehabilitation and FDOT has tentatively indicated support to provide funding support but the City must recognize that funding for rehabilitation of Runway 9/27 will no longer be available from FDOT. Brad Wentz from Passero Associates provided background regarding the performance of pavement on Runway 9/27 and stated that this runway should last no less than ten years.

Mr. Piscitello asked if FDOT would provide funding support to white-top Runway 13/31 in lieu of utilizing an asphalt application. Mr. Coyle stated that he would inquire with FDOT and provide a response to the group for consideration.

Member Edlin asked if Runway 9/27 would need to be rehabilitated as a white-top runway in the future at a higher cost or could the runway be rehabilitated to asphalt. Mr. Coyle stated that the white-top application is simply a thin concrete layer over existing asphalt. Mr. Wentz confirmed that the runway could be rehabilitated to asphalt in the future if desired by the City.

Member Hostetter asked about the notes in the packet indicating that the airport has tentatively placed Runway 13/31 on the FDOT 5-year requested program for projects. Mr. Coyle stated that he placed this project on the 5-year CIP as a proposed project during the annual programming meeting with FDOT to ensure that it could be programmed if supported by the City.

Member Colcord stated that he supports to transition to funding for Runway 13/31. Member Austin agreed with Mr. Colcord.

A motion was made by Member Edlin, seconded by Member Hostetter, to recommend that the City Commission approve swapping FDOT funding to support Runway 13/31 as discussed in the meeting. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.2 Airport Draft Budget Preparation

Airport Manager Coyle presented the proposed budget for the upcoming fiscal year to the AAC. Mr. Coyle reviewed highlights pertaining to revenue, O&M expense, and capital projects planned for the upcoming fiscal year. Following the presentation there were no recommendations for changes/alterations to the budget as presented.

7.3 Review Request from Property Owners to Acquire Cessna Lane Parcel (North of Airport Road)

Mr. Coyle asked if this agenda item could be pushed to a future meeting to allow additional data collection based on information obtained by the airport just prior to the meeting. The group agreed with the request.

8. Airport Manager and Staff Reports:

Mr. Coyle provided his monthly report to the AAC.

9. Commission Member Reports and Comments:

Mr. Austin stated appreciation for use of the virtual meeting and effort of the City to put together and conduct a virtual meeting.

Commissioner Kreger identified that future meetings may require the presence of a quorum in City Hall, and Mr. Coyle stated that he would communicate meeting requirements with the group prior to the July meeting. Commissioner Kreger also identified additional funding that may be available to the City for funds expended in support of the City's response to COVID-19.

10. Next Meeting Date: July 9, 2020

11. Adjournment: There being no further business to come before the Airport Advisory Commission, the meeting was adjourned at 7:08 p.m.



Secretary



David Austin, Chairperson

**NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, December 1, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-42

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

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.

November 18, 2020 N/L Edition

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Golf Course Advisory Board

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointments.

SYNOPSIS: In accordance with Resolution 2017-82: the Golf Course Advisory Board (GCAB) is to consist of five members with the terms of office to be for a period of three years, for three of the members, and one year for the Men's and Ladies' Golf Association appointees who shall be eligible for re-election by their Association and re-appointment by the City Commission.

The Fernandina Beach Men's Golf Association (FBMGA) President Mr. John H. Rudd submitted an email stating Mr. Lee Murray is to serve as the FBMGA appointee on the GCAB. If appointed, Mr. Murray will serve a one-year term which will expire December 2021.

Additionally, Mr. John Pelican has submitted his application to serve on the GCAB. If appointed Mr. Pelican will serve a three-year term which will expire December 2023.

Mr. Murray and Mr. Pelican reside within the jurisdictional boundaries of the City of Fernandina Beach as required by Charter Section 69.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. Murray as the FBMGA Representative for a one-year term which will expire December 2021 and Mr. John Pelican to a three-year term which will expire December 2023.

Caroline Best, City Clerk	11/16/2020
Nicole Bednar, Administrative Services Manager	11/17/2020
Dale L. Martin, City Manager	11/23/2020

Date: November 13, 2020

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: noreply@civicplus.com
Sent: Thursday, November 5, 2020 3:24 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

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.

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	John F. Pelican
Home Mailing Street Address	425 N. Fletcher Ave
City	Fernandina Beach
Zip Code	32034
Primary Phone	904-432-8644
Secondary Phone	734-657-7491

Please note that board materials are distributed electronically.

Email to receive board materials	jfpelican@gmail.com
Employer	Retired
Position Title	N/A
Business Address	N/A

City	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Select the advisory board/committee you are applying for:	Golf Course Advisory Board
Additional board that you are applying for:	Golf Course Advisory Board
Why are you interested in serving on this Board? Please explain.	I have been a member of the Golf Club for approximately 10 years and recognize the benefits of, and will be a strong advocate for, the continuation of a good quality public course.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	12+ years
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No

Field not completed.

If yes, please provide details:

Major Affiliations:

N/A

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service 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:

I have been connected with golf since I was a teenager. I worked as a Caddy at a private course in a county with very few public courses.

Organization or Commissioner sponsoring nomination (if applicable):

Commissioner Chip Ross

Educational Background:
(Check all that apply)

BS/A

Field not completed.

Other:

Engineering

Major areas of study:

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?	Yes
---	-----

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	11/05/2020
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Applicant's Signature	John F. Pelican
-----------------------	-----------------

Email not displaying correctly? [View it in your browser.](#)

Kim Briley

From: John Rudd <jrudd9404@gmail.com>
Sent: Tuesday, November 10, 2020 9:17 AM
To: Kim Briley
Subject: Golf Course Advisory Board Representative

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.

Request you confirm Mr. Lee Murray as the Fernandina Beach Golf Association's representative to the Fernandina Beach GCAB for fiscal year 2021. His address and contact information should be on file with your office as a past GCAB representative.

Sincerely

John H. Rudd
President, Fernandina Beach Men's Golf Assn.

Sent from [Mail](#) for Windows 10

Golf Course Advisory Board

Position	Term	Name & Address	Phone
1	10-06-2020	Ricky Robbins Jr 6 Vintage Way Apt 626, Fernandina Beach, FL 32034 ricky@ameliaislandcoffee.com	(904) 206-3391
2	10-20-2020	Jane Paige 1709 Crescent Road, Fernandina Beach, FL 32034 Jayne_Paige@yahoo.com	(904) 261-0382 (904) 415-2001
3	10-20-2020	Sue Simpson 2428 Los Robles Drive, Fernandina Beach, FL 32034 suesimpsonfla@gmail.com	(904) 491-0185 (404) 626-8280

Golf Course Advisory Board

Term Length: 3 Months

Max Terms: 1 Term(s)

Number of Members: 5

Meeting Schedule: Second Wednesday of each month

Meeting Time: 9:00 AM

Meeting Location: Golf Course Clubhouse

Meeting Address: 2800 Bill Melton Road

Type: Advisory Board

Description:

Council Liaison:

Philip A. Chapman, III
(904) 624-5590
pchapman@fbfl.org

Staff Liaison:

Steve Murphy

smurphy@fernandinabeachgolfclub.com

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Ricky Robbins Jr	10/06/2020	1	12/31/2023
2	Jane Paige	10/20/2020	1	12/31/2023
3	Sue Simpson	10/20/2020	1	12/31/2021

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Historic District Council

ITEM TYPE:

REQUESTED ACTION: Approve the appointments of _____ as Alternate Member #1: term expiration December 31, 2021 and _____ as Alternate Member # 2: term expiration December 31, 2023 to the Historic District Council.

SYNOPSIS:

In accordance with Ordinance 526, Section 2; when Historic District Council vacancies occur, successors shall be appointed by the City Commission.

At this time, the Historic District Council has one Alternate Member #1 vacancy: term expiration December 31, 2021 and one Alternate Member #2 vacancy: term expiration December 31, 2023.

The following five individuals submitted Advisory Board/Committee Applications to the Historic District Council for consideration: Ms. Theresa Duncan, Mr. Robert M. Eidson Jr., Mr. George Moeller, Mr. Michael O'Donnell and Mr. Andrew Schmidt. The Historic District Council, at their November 19, 2020 Regular Meeting, reviewed the applications and voted unanimously to forward them to the Honorable City Commission for consideration.

Land Development Code (LDC) Section 8.02.01(B)(3) states in relevant part: "Where possible, members shall include, to the extent such individuals are available in the community and willing to serve, one registered architect, and professionals from the disciplines of architecture, construction, design, history, architectural history, archaeology, or other historic-related fields such as urban planning, American studies, cultural geography or cultural anthropology. Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines such as law, real estate, land development, or construction shall make up the remainder of the HDC membership."

The applicants are City residents as required by City Charter, Section 69.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint _____ as Alternate Member #1 Vacancy; term expiration December 31, 2021 and _____ as Alternate Member #2 Vacancy; term expiration December 31, 2023 to the Historic District Council.

Nicole Bednar, Administrative Services Manager	11/23/2020
Caroline Best, City Clerk	11/23/2020
Dale L. Martin, City Manager	11/24/2020



Date: November 20, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

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	Theresa Duncan
------	----------------

Home Mailing Street Address	515 S 5th St
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City	Fernandina Beach
------	------------------

Zip Code	32034
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Primary Phone	9045487770
---------------	------------

Secondary Phone	<i>Field not completed.</i>
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Please note that board materials are distributed electronically.

Email to receive board materials	tduncan32034@gmail.com
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Employer	Villa Villekulla Toys
----------	-----------------------

Position Title	Owner
----------------	-------

Business Address	5 S. 2nd St.
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City	Fernandina Beach
------	------------------

Zip 32034

Select the advisory board/committee you are applying for:

Historic District Council

Additional board that you are applying for:

Historic District Council

Why are you interested in serving on this Board? Please explain.

I have a long history of working and living in downtown Fernandina Beach. Anyone who knows me, knows I have a love affair with what I believe to be the most beautiful little downtown in America. I own a business in the Historic District and I understand both the charm and specialness of our downtown as well as the unique challenges that preservation presents. I genuinely care about protecting the historic assets of our downtown while still allowing it to thrive as a hub for people to work and live.

Eligibility

Are you a resident of the City? Yes

Length of time: *Field not completed.*

Do you hold a public office? No

Office name: *Field not completed.*

Are you employed by the City? No

Position: *Field not completed.*

Are you currently serving on a Board? No

Board Name: *Field not completed.*

Potential Conflict of Interest:

Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?

No

Field not completed.

If yes, please provide details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service and office held (if any):

2018-2020 Parks and Recreation Advisory Committee, Chair
2018- Current Big Brothers Big Sisters Nassau County Advisory Board
2010(?) - 2013 Arts & Culture Nassau, Chair
2010-2014 AIFBY Chamber of Commerce Young Professionals Council
2020 - Goldman Sachs 10,000 Voices

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

I have chaired two city advisory boards. I have been part of the renovation of a historic building to accommodate a retail business. As part of the Goldman Sachs 10,000 Voices program I have lobbied on Capitol Hill (virtually) for small business assistance. We were successful in having some requests included in the CARES act. I have lived and worked in downtown Fernandina Beach for 14 years. I am a graduate of Leadership Nassau (class of 2010) and am an involved citizen.

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: High School, AA
(Check all that apply)

Other: Graduate - Goldman Sachs 10,000 Small Businesses,
Graduate- Leadership Nassau Class of 2010

Major areas of study: English, Secondary Education

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?

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 11/9/20

Applicant's Signature Theresa M Duncan

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	Robert M. Eidson, Jr.
------	-----------------------

Home Mailing Street Address	832 Tarpon Avenue, Unit B
-----------------------------	---------------------------

City	Fernandina Beach
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Zip Code	32034
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Primary Phone	404.421.3324
---------------	--------------

Secondary Phone	<i>Field not completed.</i>
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Please note that board materials are distributed electronically.

Email to receive board materials	reidson.nca@gmail.com
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Employer	Pineland Bank
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Position Title	Chief Financial Officer
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Business Address	715 Centre St.
------------------	----------------

City	Fernandina Beach
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Zip	32034
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Select the advisory board/committee you are applying for:	Historic District Council
---	---------------------------

Additional board that you are applying for:	Housing Authority
---	-------------------

	Have always enjoyed serving my local community and this seems like a good way to make a positive contribution. My wife
--	--

Why are you interested in serving on this Board? Please explain.

and I formerly lived and worked in the Hilton Head/Bluffton, Savannah and metro Atlanta areas; this has provided a diverse set of experiences that I feel can add value here. I also have experience with CDFIs and other financial services entities that may be of benefit for the Housing Authority.

Eligibility

Are you a resident of the City?

Yes

Length of time:

Since August 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

Field not completed.

If yes, please provide details:

Major Affiliations:

Please refer to resume.

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service 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:	Strategic and financial management; leadership and consensus building; though I have not served on municipal boards (never lived within city limits) I have seen historic preservation efforts of Savannah and development considerations of Hilton Head Island. Please refer to resume for further details on experience, etc.
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Organization or Commissioner sponsoring nomination (if applicable):	<i>Field not completed.</i>
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Educational Background: (Check all that apply)	High School, BS/A, MS/A
--	-------------------------

Other:	Collegiate degrees are BBA and Master of Accounting (MAcc); certifications include Certified Public Accountant and Certified Internal Auditor
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Major areas of study:	Business/Accounting/Finance
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Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

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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	Yes
---	-----

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	10/26/2020
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Applicant's Signature	Robert M. Eidson, Jr.
-----------------------	-----------------------

ROBERT M. EIDSON, JR., CPA, CIA

832 Tarpon Avenue, Unit B
Fernandina Beach, Florida 32034
Phone: 404-421-3324
Email: reidson.nca@gmail.com

Driven, self-motivated professional seeking to join a leadership group which inspires the achievement of organizational and individual goals through empowerment, honesty and integrity.

- Proficient at providing strategic thought leadership and developing relationships.
- Detail oriented with strong communication, analytical and problem-solving capabilities.
- Skilled at building consensus, evaluating team member personalities and tailoring motivation methods.

Education, Professional and Service Affiliations

- Georgia Southern University, Statesboro, Georgia
 - Bachelor of Business Administration - Accounting, 5/2004 – Cum Laude
 - Master of Accounting, 5/2004
- Certified Public Accountant, Licensed in Georgia and South Carolina
- Certified Internal Auditor
- Member of the American Institute of CPAs, Georgia Society of CPAs and Institute of Internal Auditors
- Graduate of the BKR International Leadership Institute, Class of 2019
- Graduate of the Hilton Head Island-Bluffton Chamber of Commerce Leadership Program, Class of 2016
- Graduate of the McGladrey (RSM) Breakthrough Leadership Institute, Class of 2015
- Graduate of the Georgia Society of CPAs Leadership Academy, Class of 2012
- Graduate of the American Institute of CPAs National Banking School, 2008
- Past Member of the Jasper Community Fund Advisory Board, Past Chair (2017-2020)
- Past Member of the Sea Islands Chapter of the South Carolina CPAs Board, Past Chair (Fiscal 2018)
- Past Member of the Rotary Club of Bluffton, Former Treasurer (Fiscal 2016 and 2017)
- Past Member of the WebsterRogers Foundation, Staff Advisory Committee
- Past Member of the Hilton Head Island-Bluffton Chamber of Commerce Board of Regents, Treasurer
- Past Member of the Georgia Society of CPAs Financial Institutions Task Force from 2007 – 2015; 2010 and 2015 Task Force Chair, 2014 Task Force Vice Chair

Overview of Experience

PINELAND BANK — Fernandina Beach, Florida (6/2020 – Present)

Chief Financial Officer

- Provide leadership and input for strategic planning and risk management.
- Responsible for investment, liquidity and overall balance sheet management.
- Oversee financial reporting processes; present and report to Board, regulators and other stakeholders.
- Developed a periodic financial communication for the bank-wide team in an effort to drive engagement through understanding our overall financial standing and how every role within the organization impacts performance.

NICHOLS, CAULEY AND ASSOCIATES, LLC — Savannah/Dublin, Georgia (10/2017 – 6/2020)

Senior Manager

- Work concentrated in serving clients in the financial services industry – primarily community banks.
- Led internal audit re-engineering process; work to refocus team on risk assessment and understanding of business processes. Assisted in follow-up effort to convert to new reporting and documentation system.
- Provided oversight, management and assistance to audit and consulting teams; serving numerous community banks through services including financial statement audit, risk assessment, risk management/internal audit, ALM/liquidity reviews, ALLL reviews, credit quality reviews and various other matters related to general accounting and management.
- Assisted other small business and individual clients with services including outsourced accounting and tax matters.
- Regularly develop and provide presentations to Boards and committees; present to student groups on topics including leadership skills, the profession of public accounting and personal strategic planning.

WEBSTER ROGERS LLP — Bluffton, South Carolina (9/2014 – 10/2017)

Progressed from Audit Manager to Audit Senior Manager

- Provide consistency and stability for audit team with focus on the Firm's vision, values and mission.
- Continuously work to develop a high performing team by focusing on communication, development, empowerment and accountability.
- Identify, initiate and lead business development efforts.
- Reengineer audit approaches and procedures to enhance efficiency and ensure compliance with audit and reporting standards.
- Recruit, evaluate and recommend candidates for audit intern and audit associate positions for the Bluffton office. Represent the Firm while participating in campus events at Georgia Southern University and speaking regularly to student groups on topics including leadership and career paths/options.
- Selected to be one of approximately twenty Career Advisors; work with advisees to develop career goals and provide support.

NICHOLS, CAULEY AND ASSOCIATES, LLC — Atlanta, Georgia (7/2004 – 9/2014)

Progressed from Staff Accountant to Audit Manager

- Work primarily concentrated in serving clients in the financial services industry; community banks including institutions which were SEC registrants
- Plan, perform, review and manage engagements including financial statement audits and reviews, internal audits, agreed-upon procedures, credit reviews, interest rate risk reviews, risk assessments and drafting of financial statements and SEC filings.
- Monitor progress of concurrent engagements and coordinate efforts with representatives of other public accounting firms to ensure compliance with client deadlines, firm efficiency standards and quality control requirements.
- Supervise engagement teams of up to five members and overall audit staff of approximately twenty-five professionals, primarily working with four partners across three firm office locations.
- Received no comments regarding managed engagements during two PCAOB reviews.
- Serve on the internal leadership committee responsible for the implementation of a new audit methodology, the reengineering of audit programs and procedures and the incorporation of updates.
- Mentor team members and provide detailed performance evaluations and development plans.
- Develop and present in-house continuing education and new hire orientation programs. Author and edit articles for general and industry specific firm newsletters.
- Diligently work to become a thought leader; maintain awareness of current industry and accounting developments and disseminate updates to team members.

From: [Kim Briley](#)
To: georgealt@hotmail.com
Cc: [Caroline Best](#); [Salvatore Cumella](#); [Sylvie McCann](#)
Subject: FW: Online Form Submittal: Advisory Board/Committee Application
Date: Tuesday, October 20, 2020 4:34:02 PM
Attachments: [image307229.png](#)
[image034696.png](#)
[image465773.png](#)

Hi Mr. Moeller,

Thank you for your interest in serving on the Historic District Council (HDC).

In accordance with [City Code of Ordinances Section 2-122\(a\)\(2\)](#) your application is being forwarded to Mr. Salvatore Cumella (copied herein) who serves as the HDC staff liaison. Mr. Cumella will have your application placed on the next available HDC agenda for consideration. Upon 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: Tuesday, October 20, 2020 1:11 PM
To: [Caroline Best <cbest@fbfl.org>](mailto:cbest@fbfl.org); [Kim Briley <kelliott@fbfl.org>](mailto: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	George Andy Moeller
Home Mailing Street Address	416 N. 3rd Street
City	Fernandina Beach
Zip Code	32034
Primary Phone	9044159111
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	georgealt@hotmail.com
Employer	Department of Navy
Position Title	Regional Program Manager Industrial Hygiene/Department Head
Business Address	2080 Child Street
City	Jacksonville
Zip	32214
Select the advisory board/committee you are applying for:	Historic District Council
Additional board that you are applying for:	None
Why are you interested in serving on this Board? Please explain.	Aside from my employment with the Navy, I am a state certified building contractor and a historic home owner. I believe that my intimate knowledge of historic homes in our area after performing work on my own home for 13 years myself and my knowledge of the Florida building code brings significant value to the Council. Additionally, I want to provide a fair and unbiased professional opinion that benefits the historic district and the homeowner at the same time.

Eligibility

Are you a resident of the City?	Yes
Length of time:	33 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? Yes

I own/operate GAM Builders LLC within the City of FB.

If yes, please provide details:

Major Affiliations:

None.

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service 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: Certified Building Contractor CBC1252827

Organization or Commissioner sponsoring nomination (if applicable): GAM Builders

Educational Background: BS/A
(Check all that apply)

Field not completed.

Other:

Biology/Chemistry

Major areas of study:

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 20 October 2020

Applicant's Signature George Moeller

Email not displaying correctly? [View it in your browser.](#)

From: [Kim Briley](#)
To: modonnell9@icloud.com
Cc: [Salvatore Cumella](#); [Sylvie McCann](#); [Caroline Best](#)
Subject: FW: Online Form Submittal: Advisory Board/Committee Application
Date: Thursday, October 22, 2020 12:27:27 PM
Attachments: [image409876.png](#)
[image034480.png](#)
[image178167.png](#)

Hi Mr. O'Donnell,

Thank you for your interest in serving on the Historic District Council (HDC).

In accordance with [City Code of Ordinances Section 2-122\(a\)\(2\)](#) your application is being forwarded to Mr. Sal Cumella (copied herein) who serves as the HDC staff liaison. Mr. Cumella will have your application placed on the next available HDC agenda for consideration. Upon 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: Thursday, October 22, 2020 12:23 PM
To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Michael O'Donnell
Home Mailing Street Address	214 S. 7th Street
City	Fernandina Beach
Zip Code	32034
Primary Phone	512-239-8262
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	modonnell9@icloud.com
Employer	Retired from University of Texas System (March 2020)
Position Title	Assoc. Vice Chancellor
Business Address	210 West 7th Street
City	Austin, TX
Zip	78746
Select the advisory board/committee you are applying for:	Historic District Council
Additional board that you are applying for:	None
Why are you interested in serving on this Board? Please explain.	My wife Susan and I purchased a home in the Plantation three years ago. In March of this year, we moved full-time to the City's Downtown Historic District. I have been exploring various ways to give back and serve this wonderful Community. Owing to over twenty (20) years managing the architectural design and delivery of projects throughout the world, I feel serving on the HDC Board will allow me to best contribute to the Community.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	3 years in the Plantation and 10 months in the Downtown Historic District

Do you hold a public office? No

Office name: *Field not completed.*

Are you employed by the City? No

Position: *Field not completed.*

Are you currently serving on a Board? No

Board Name: *Field not completed.*

Potential Conflict of Interest:

Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach? No

Field not completed.

If yes, please provide details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service and office held (if any):

China National Offshore Oil Company, British Petroleum, Kuwaiti (KUFPEC), and Japanese LNG Consortium Board : Two (2) years as Chair. Ronald Reagan Foundation: tasked with the successful delivery of the Ronald Reagan Presidential Library in Simi Valley, CA including all aspects of the architectural design, Federal, State, and local permits, construction, community relations and liaison directly to the President and First Lady.

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Bachelors Degree in Civil Engineering - Drexel University. Master of Science Engineering University of Wisconsin - Madison, MBA - University of Denver. Twenty-two (22) years with Atlantic Richfield, six (6) of which as Manager of the Corporate Real Estate Projects Office responsible for the architectural design and delivery of dozens of facility projects around the world. Associate Vice Chancellor: UCLA (6 years) and the University of Texas System in Austin (14 years) responsible for the delivery of over a hundred major projects including architectural design, permitting, construction, commissioning, and delivery. Director of Public Issues for ARCO including all aspects of Federal, State, and local government laws, rules & regulations, including testimony to State and Local governing boards as well as the the Federal Government including Congressional Committees, and

regulatory bodies including the Environmental Protection Agency.

Organization or
Commissioner sponsoring
nomination (if applicable):

Contacted by Chip Ross in support of my candidacy for HDC
Board

Educational Background:
(Check all that apply)

High School, BS/A, MS/A

Other:

Numerous continuing professional education courses throughout
career

Major areas of study:

Engineering, Architectural Design, Cost and Scheduling Analysis,
Community Relations, Permitting, Communication, Public Affairs,
Media Training, Legislative, and Government Affairs

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 October 22, 2020

Applicant's Signature Michael O'Donnell

Email not displaying correctly? [View it in your browser.](#)

From: [Kim Briley](#)
To: [Salvatore Cumella](#)
Cc: [Sylvie McCann](#)
Subject: FW: Online Form Submittal: Advisory Board/Committee Application
Date: Friday, October 16, 2020 10:40:08 AM
Attachments: [image341419.png](#)
[image732418.png](#)
[image557493.png](#)

2nd choice is for HDC.

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 30, 2020 8:10 AM
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	Andrew Schmidt
Home Mailing Street Address	12 Zachary Ct.
City	Fernandina Beach
Zip Code	32034
Primary Phone	7703666719

Secondary Phone	<i>Field not completed.</i>
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Please note that board materials are distributed electronically.

Email to receive board materials	agschmidt@gmail.com
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Employer	Boys & Girls Clubs of Nassau County
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Position Title	Sr Director
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Business Address	PO Box 16003
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City	Fernandina Beach
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Zip	32035
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Select the advisory board/committee you are applying for:	Parks & Recreation Advisory Committee
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Additional board that you are applying for:	Historic District Council
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Why are you interested in serving on this Board? Please explain.	I believe I can bring a unique perspective to the use of our parks and recreation facilities and/or the preservation of our historic district.
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Eligibility

Are you a resident of the City?	Yes
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Length of time:	1yr
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Do you hold a public office?	No
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Office name:	<i>Field not completed.</i>
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Are you employed by the City?	No
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Position:	<i>Field not completed.</i>
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Are you currently serving on a Board?	No
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Board Name:	<i>Field not completed.</i>
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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?

Yes

We receive an annual grant from the city at BGCN.

If yes, please provide details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service and office held (if any):

Amelia Community Theatre
Amelia Island Sunrise Rotary

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Field not completed.

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background:
(Check all that apply)

High School, BS/A, MS/A

MBA

Other:

Field not completed.

Major areas of study:

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning,

are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

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I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 09/30/2020

Applicant's Signature Andrew Schmidt

Email not displaying correctly? [View it in your browser.](#)

Historic District Council

Position	Term	Name & Address	Phone
1	02-20-2018	Benjamin Morrison 2107 Whitfield Drive, Fernandina Beach, FL 32034 benjamin@cotnerassociates.com	(912) 604-9870
2	09-01-2019	Tammi Kosack 322 North 3rd Street, Fernandina Beach, FL 32034 tlkosackfbfl@gmail.com	(404) 232-0428
3	02-01-2017	Michael Spino 317 South 5th Street, Fernandina Beach, FL 32034 mikespino@bellsouth.net	(904) 583-3554
4	11-01-2018	Michael Harrison 820 Someruelos Street, Fernandina Beach, FL 32034 mharrison@iee.org	(904) 491-1259
6	09-04-2018	James Pozzetta 103 South 18th Street, Fernandina Beach, FL 32034 jamespozzetta@comcast.net	(904) 206-3447

Historic District Council

Term Length: 36 Months

Max Terms: No Limit

Number of Members: 7

Meeting Schedule: Third Thursday of each month

Meeting Time: 5:00 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:

Salvatore Cumella

scumella@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Benjamin Morrison	02/20/2018	1	12/31/2021
2	Tammi Kosack	08/06/2019	1	12/31/2022
3	Michael Spino	02/01/2017	1	12/31/2023
4	Michael Harrison	10/16/2018	3	12/31/2021
6	James Pozzetta	09/04/2018	1	12/31/2021