



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JANUARY 19, 2021
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 Reverend Granardo Felix of Trinity United Methodist Church

4. PROCLAMATION / PRESENTATIONS

4.1 **PROCLAMATION - RETIREMENT OF MR. BENJAMIN FOREHAND** - *Recognizes Mr. Benjamin Forehand upon his retirement after thirty-two years of dedicated service to the City of Fernandina Beach. Mr. Forehand retired on December 31, 2020.*

4.2 **PASSERO ASSOCIATES - AMELIA RIVER WATERFRONT RESILIENCY DESIGN** - *Mr. Andrew Holesko (Passero Associates) will present design elements of the waterfront resiliency project.*

4.3 **MARQUIS LATIMER + HALBECK, INC. - AMELIA RIVER WATERFRONT PARK** - *Mr. Jeremy Marquis (Marquis Latimer + Halbeck) will present revised concepts for the Amelia River Waterfront Park.*

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

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

6. CITY COMMISSION DISCUSSION

6.1 **SUSTAINABILITY PRACTICES** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*

6.2 **VISIONING WORKSHOP - JANUARY 27, 2021** - *This item is placed on the agenda at the request of Mayor Lednovich.*

6.3 **CAPITAL IMPROVEMENT FUNDING** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*

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

6.5 **COVID-19**

6.6 **AGENDA FORMAT** - *This item is placed on the agenda at the request of Mayor Lednovich.*

6.7 **TOPTRACER** - *This item is placed on the agenda at the request of Mayor Lednovich.*

7. **CONSENT AGENDA**

7.1 **APPROVAL OF MINUTES** - *City Commission Regular Meeting - December 1, 2020; City Commission Organizational Meeting - December 15, 2020; and the City Commission Regular Meeting - December 15, 2020.*

7.2 **AGREEMENT APPROVAL - NASSAU COUNTY SUPERVISOR OF ELECTIONS OFFICE - RESOLUTION 2021-05** APPROVING A MUNICIPAL SPECIAL MAIL BALLOT ELECTION AGREEMENT FOR ELECTION SERVICES BY AND BETWEEN THE CITY OF FERNANDINA BEACH AND THE NASSAU COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Municipal Election Agreement by and between the Nassau County Supervisor of Elections Office and the City of Fernandina Beach.*

7.3 **JANUARY AND FEBRUARY SPECIAL EVENT APPROVAL - RESOLUTION 2021-06** APPROVING WITH CONDITIONS CERTAIN SPECIAL EVENTS SCHEDULED FOR JANUARY AND FEBRUARY 2021; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Memorializes for the record the vote to approve certain special events scheduled to occur in January and February.*

7.4 **SPECIAL EVENT SPONSORSHIP APPROVAL - RESOLUTION 2021-07** APPROVING CITY CO-SPONSORSHIP OF FIVE EVENTS SELECTED BY THE SPECIAL EVENTS COMMITTEE AND FOUR ADDITIONAL EVENTS SELECTED BY THE FERNANDINA BEACH MAIN STREET PROGRAM; PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves five City co-sponsored events and four Fernandina Beach Main Street co-sponsored events.*

8. **RESOLUTIONS**

8.1 **SOLE SOURCE VENDOR APPROVAL - TYLER TECHNOLOGIES - RESOLUTION 2021-08** APPROVING TYLER TECHNOLOGIES AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Tyler Technologies as a sole source vendor for Fiscal Year 2020/2021 in an amount not to exceed \$150,000.*

8.2 **AWARD OF RFP #2021-01- CONSTANGY, BROOKS, SMITH & PROPHETE, LLP - RESOLUTION 2021-09** AWARDED RFP #2020-01 TO CONSTANGY, BROOKS, SMITH & PROPHETE, LLP, FOR LABOR ATTORNEY SERVICES, AUTHORIZING THE CITY ATTORNEY AND CITY MANAGER TO EXECUTE AN AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts the proposal from Constangy, Brooks, Smith, and Prophete, LLP, for the Labor Attorney Services RFP #2021-01.*

- 8.3 **COMMISSION RULES OF PROCEDURE - RESOLUTION 2021-10 AMENDING THE RULES OF PROCEDURE FOR THE CITY COMMISSION BY ADDING PROVISIONS FOR PUBLIC HEALTH AND SAFETY, CHANGING PROVISIONS FOR ORDER OF BUSINESS, CLARIFYING SECTIONS ON VOTING, ATTENDANCE, AND MOBILE DEVICES, CHANGING PROVISIONS RELATING TO AGENDA SUBMISSION AND INFORMATION PROVIDED BY COMMISSIONERS, AND MODIFYING PROVISIONS RELATED TO RULES OF PROCEDURE AND INCORPORATION OF ROBERTS RULES OF ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Amends the Commission Rules of Procedure.*

9. ORDINANCE - FIRST READING

- 9.1 **PROHIBITION OF E-BIKES - ORDINANCE 2021-02 AMENDING THE CODE OF ORDINANCES OF THE CITY OF FERNANDINA BEACH, FLORIDA BY AMENDING CHAPTER 78, TRAFFIC AND VEHICLES, ARTICLE I, IN GENERAL, BY AMENDING SECTION 1, DEFINITIONS TO INCLUDE ELECTRIC BICYCLES; BY AMENDING ARTICLE II, OPERATION OF VEHICLES, BY AMENDING SECTION 41 TO INCLUDE A SPEED LIMIT ON SIDEWALKS; AND BY AMENDING SECTION 43 TO PROHIBIT ELECTRIC BICYCLES ON EGANS CREEK GREENWAY AND CITY BEACHES; AND AMENDING SECTIONS 1, 3, 4, 5, 6, 7, 8, 41, 42, 43, 44, AND 45 TO EDIT FOR CLARITY WITHOUT CHANGING THEIR MEANING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Prohibits the use of electric bikes on Egans Creek Greenway and on beaches.*
- 9.2 **LAND DEVELOPMENT CODE AMENDMENT - AFFECTED PARTIES AND APPEALS OF HISTORIC DISTRICT COUNCIL DECISIONS - ORDINANCE 2021-03 AMENDING THE LAND DEVELOPMENT CODE (LDC) TO ADD DEFINITION OF AGGRIEVED OR ADVERSELY AFFECTED PARTY/PERSON IN SECTION 1.00.07 AND AMENDING SECTION 8.03.09 APPEALS OF HISTORIC DISTRICT COUNCIL (HDC) DECISIONS PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Amends the Land Development Code with various changes as directed by the City Commission.*

10. ORDINANCE - THIRD READING

- 10.1 **PROPOSED CHARTER AMENDMENTS - ORDINANCE 2020-21 SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER; AMENDING SECTION 1 TO REFLECT ACCURATE HISTORY OF THE CREATION OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 9 TO CHANGE "GROUP" TO "SEAT" FOR CITY COMMISSIONERS; AMENDING SECTION 10 TO REQUIRE CITY COMMISSIONERS TO COMPLETE ANNUAL PERFORMANCE EVALUATIONS FOR CHARTER OFFICERS AND TO INCLUDE PENALTIES FOR COMMISSIONERS INTERFERING WITH ADMINISTRATIVE SERVICE; AMENDING SECTION 11 BY ADDRESSING COMMISSIONER ABSENCES AND VACANCIES, INCORPORATING STATE CODE OF ETHICS FOR COMMISSIONERS AND PROVIDING DUE PROCESS PRIOR TO FORFEITURE OF COMMISSION SEAT FOR VIOLATIONS OF RULES; AMENDING SECTION 16 BY CHANGING STRAW BALLOT VOTE FOR MAYOR TO BINDING VOTE OF THE PEOPLE FOR MAYOR, REQUIRING THAT MAYORAL CANDIDATE WITH SECOND HIGHEST VOTES BE ELECTED AS VICE MAYOR; AMENDING SECTION 17 BY MAKING MAYOR RESPONSIBLE FOR COMMISSIONERS' COMPLETION OF CHARTER OFFICER EVALUATIONS; AMENDING SECTION 21 BY INCLUDING A PROVISION TO ALLOW COMMISSIONERS TO ATTEND MEETINGS USING COMMUNICATION TECHNOLOGY DUE TO A SERIOUS MEDICAL CONDITION IN COMPLIANCE WITH STATE LAW; AMENDING SECTION 25 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY MANAGER, INCREASING THE TIME FOR NEW CITY MANAGER TO BECOME CITY RESIDENT FROM THIRTY TO NINETY DAYS AND REQUIRING DESIGNATION OF CITY MANAGER PRO TEM; AMENDING SECTION 31 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY ATTORNEY AND REQUIRING THAT THE CITY ATTORNEY PROVIDE A LIST OF QUALIFIED ATTORNEYS FOR CONSIDERATION BY THE CITY COMMISSION FOR CITY ATTORNEY PRO TEM; AMENDING SECTION 41 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE POLICE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 44 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE FIRE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 47 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY CLERK AND REQUIRING DESIGNATION OF CITY CLERK PRO TEM; AMENDING SECTIONS 58 AND 60 BY PROVIDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR COMPTROLLER AND REQUIRING COMPTROLLER TO PROPOSE SOUND, WRITTEN INVESTMENT POLICIES FOR APPROVAL BY COMMISSION; AMENDING SECTION 64 BY REQUIRING COMPTROLLER TO SCHEDULED ANNUAL FINANCIAL AUDIT BY INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT; AMENDING SECTIONS 74 AND 75 BY PROHIBITING TRANSFER OF FUNDS OUT OF CONSERVATION TRUST FUND TO BE USED FOR ANY OTHER PURPOSE BESIDES CONSERVATION; REPEALING SECTION 107A TO REMOVE RESTRICTIONS ON COMMUNITY REDEVELOPMENT AREAS (CRA's); AMENDING SECTION 121 BY PROVIDING AN OATH OF OFFICE IN COMPLIANCE WITH STATE LAW INCLUDING FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES; AMENDING SECTION 136 PROVIDING THAT BY MAJORITY VOTE, CITY COMMISSIONERS, CHARTER OFFICERS AND MEMBERS OF APPOINTED CITY BOARDS MAY REQUEST THAT THE CITY COMMISSION INVESTIGATE A DEPARTMENT, OFFICER OR EMPLOYEE; CREATING SECTION 141 PROVIDING FOR CITIZEN INITIATIVES TO PROPOSE OR AMEND CITY ORDINANCES AND PROVIDING FOR AN INITIATIVE PROCESS; AMENDING RESERVED SECTION 142 TO REQUIRE THE CHARTER TO BE REVIEWED EVERY EIGHT YEARS BY A CHARTER REVIEW COMMITTEE MADE UP OF CITY RESIDENTS; AMENDING SECTIONS 6-8, 12-13, 22, 29-30, 59, 62, 71, 79, 137, 143, AND 144 TO CLARIFY CERTAIN PROVISIONS WITHOUT CHANGING THEIR MEANING; REPEALING SECTIONS 10b, 14-15, 20, 32-33, 45, 61, 69, 72, 78, 120, 122 AND 125 TO BE CONSISTENT WITH STATE LAW AND/OR INCORPORATING SECTIONS INTO OTHER EXISTING SECTIONS; SCHEDULING A REFERENDUM MAIL BALLOT ELECTION ON OR BEFORE JUNE 15, 2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN**

11. BOARD APPOINTMENTS

11.1 AIRPORT ADVISORY COMMISSION - *one appointment.*

12. CITY MANAGER REPORTS

13. CITY ATTORNEY REPORTS

14. CITY CLERK REPORTS

15. MAYOR/COMMISSIONER COMMENTS

16. ADJOURNMENT

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
 - THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
 - SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
 - MULTI-MEDIA PRESENTATIONS MUST BE SUBMITTED TO THE CITY CLERK NO LATER THAN THE FRIDAY BEFORE THE MEETING.
 - FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
 - DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
 - PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
 - *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.
 - AT THE DISCRETION OF THE MAYOR, A RECESS MAY BE SCHEDULED EVERY NINETY MINUTES.
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Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Retirement of Mr. Benjamin Forehand

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing Mr. Benjamin Forehand on his retirement after thirty-two years of dedicated service to the City of Fernandina Beach. Mr. Forehand retired on December 31, 2020.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Denise Matson, HR Director	1/7/2021
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Monica Benischeck, Administrative Services Manager	1/7/2021
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Dale L. Martin, City Manager	1/8/2021
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Date: December 30, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, it is with great honor that the City of Fernandina Beach hereby recognizes Captain Benjamin Forehand for his long and distinguished career with the Fernandina Beach Fire Department; and

WHEREAS, Captain Forehand began his career with the City of Fernandina Beach on December 27th, 1988. Throughout his thirty-two-year tenure, he served City residents and visitors with professionalism, integrity, and compassion; and

WHEREAS, Mr. Forehand was regularly promoted based on exemplary performance, from entry Firefighter/Emergency Medical Technician, to Engineer, to Lieutenant, and finally, Captain; and

WHEREAS, Captain Forehand's strengths include keen on-the-job aptitude, the consistent ability to solve the numerous complexities of emergency response, as well as an unmatched ability to calm and comfort sick and/or injured patients; and

WHEREAS, while not on emergency response calls, Captain Forehand never shied away from working on Fire Station projects/repairs and mentoring new Fire Department personnel coming up the ranks behind him; and

WHEREAS, following more than three decades of faithful and dedicated service, Captain Forehand retired December 31, 2020. Through firefighters trained, mentored, and coached, lives saved, and citizens helped, Captain Forehand's work unequivocally benefitted the City of Fernandina Beach and the Fire Department family.

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

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

CAPTAIN BENJAMIN FOREHAND

IN WITNESS WHEREOF, I, Michael A. Lednovich, as Mayor have hereunto set my hand and caused the Official Seal of the City of Fernandina Beach to be affixed this 19th day of January, 2021.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Mr. Andrew Holesko (Passero Associates) will present design elements of the waterfront resiliency project.

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS:

FISCAL IMPACT: Funding for the Amelia River shoreline stabilization effort is funded, in part, with Parks and Recreation impact fees (Capital Expansion Fund; \$300,000), through a Florida Inland Navigation District (FIND) grant, and with additional funds sought through a State of Florida Resiliency Implementation Grant (RIG; \$500,000).

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Dale L. Martin, City Manager 1/11/2021

Monica Benischeck, Administrative Services Manager 1/11/2021

Date: December 31, 2020

Submitted By: Dale L. Martin, City Manager

COMMISSION ACTION:

City of Fernandina Beach



City of Fernandina Beach

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

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

By

Passero Associates, LLC

(Passero Project No. 99000047.095)

Work Order 20-95

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

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

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

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

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

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

Client Manager / Project Coordinator: Dale Martin, City Manager

PA Program Manager: Andrew Holesko, CM, Vice President

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

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

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

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

Basic Services \$84,590.00

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

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

Deliverables:

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

"Consultant"
Passero Associates, LLC

BY: _____

Andrew Holesko, Vice President
Typed Name and Title

ATTEST BY: _____

Name, Title

Date

"Client"
City of Fernandina Beach

BY: _____

Dale L. Martin, City Manager
Typed Name and Title

ATTEST BY: _____

Name, Title

Date

Attachment A – Scope of Work

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

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

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

I. Project Description

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

II. Basic Services

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

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

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

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

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

e. Structural Design Services:

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

B. Bidding Phase:

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

C. Permitting Support:

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

D. Construction Administration:

- Future Phase, not included in this authorization.

III. Special Services

Special services associates with this project may include:

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

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

IV. Schedule

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

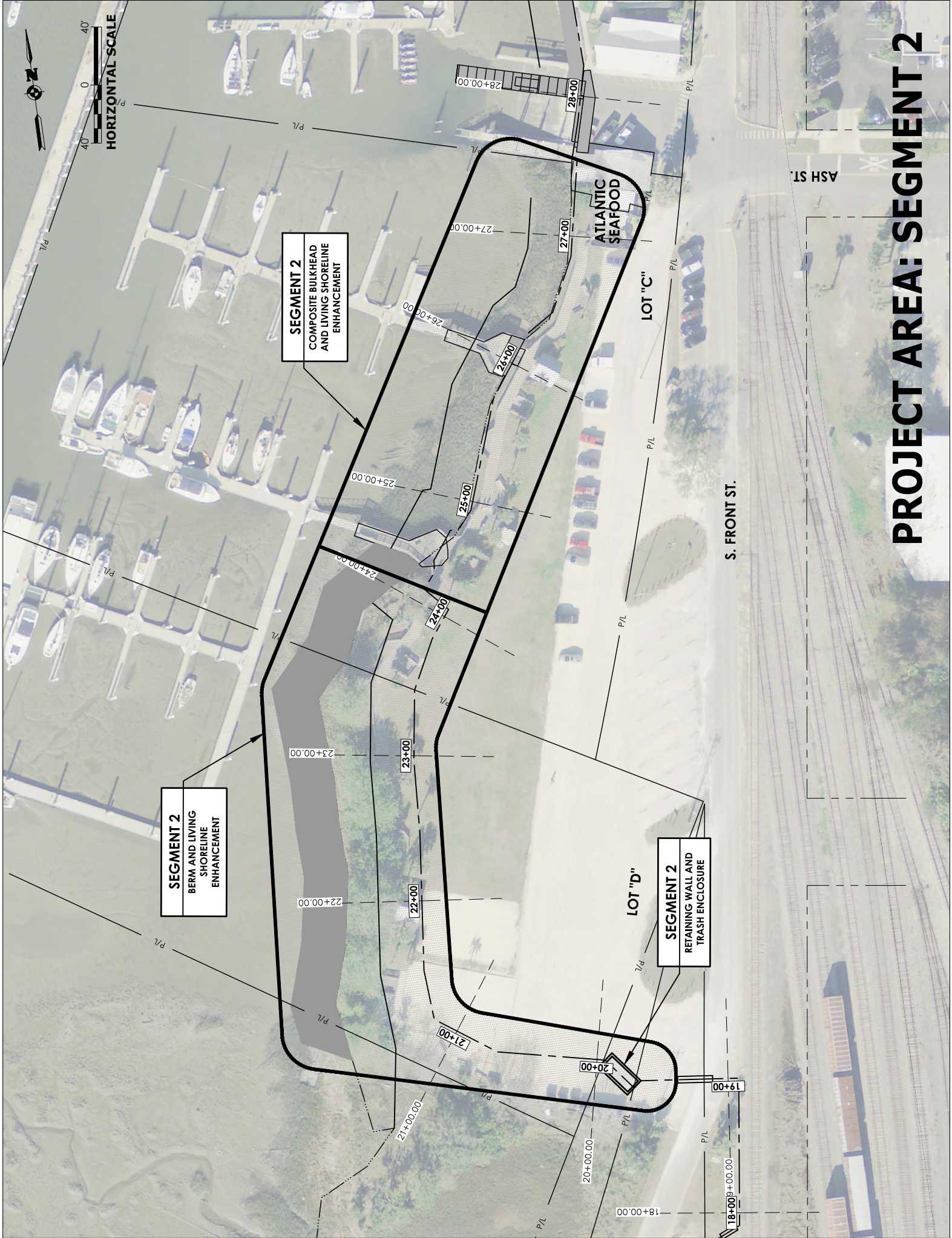
V. Fee Summary

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

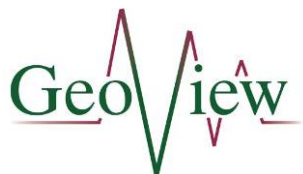
VI. Other Considerations and Exclusions

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

End of Scope of Services



PROJECT AREA: SEGMENT 2



October 1, 2020

Mr. Justin Vollenweider, AIA, NCAR, CSI-CDT
Passero Associates
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

**Subject: Proposal to Perform a GPR Investigation
Riverfront Site
Fernandina Beach, Florida
GeoView Proposal Number: 8875p**

Mr. Justin Vollenweider, AIA, NCAR, CSI-CDT

The purpose of this letter is to transmit a proposal to complete a geophysical investigation at the subject site. This proposal is in response to your request for proposal made during your recent conversations with our office. GeoView, Inc. appreciates the opportunity to provide our services on this project. We look forward to hearing from you soon.

Sincerely,

GEOVIEW, INC.

Stephen Scruggs, P.G.
Senior Geophysicist
Florida Professional Geologist Number 2470

Enclosure

A Geophysical Services Company

4610 Central Avenue
St. Petersburg, FL 33711

Tel.: (727) 209-2334
Fax: (727) 328-2477

Proposal

This document shall serve as a proposal for work to be performed by GeoView, Inc. (GeoView) for Passero Associates.

Description of Site

The project site is referred to as the Riverfront Site and is located at the south end of Front St in Fernandina Beach, Florida. The site is approximately 1 acre in size and is shown on Figure 1. The survey area is reported to be accessible to the geophysical investigation. The purpose of the GPR survey will be to determine the presence and location of shallow voids and washout features that may be present with the boundaries of the survey area. Of additional concern are any underground utilities within the survey area.

Scope of Work

GeoView will provide geophysical surveying services at the project site. The purpose of the GPR survey will be to determine the presence and location of features, as indicated by the survey results that are indicative of potential shallow voids and washout features and any subsurface utilities. The geophysical survey will be conducted using ground penetrating radar (GPR) and electronic utility locating (EUL) equipment. The GPR survey will be conducted using either a Mala or GSSI GPR system. The antenna frequency will be chosen onsite by the project manager. It is expected that either a 400/500 megahertz (MHz) or 800/900 MHz antenna will be used for the investigation. The GPR survey will be conducted across a series of parallel transects spaced 2.5 to 5 ft apart across the area of concern. Additional lines may be conducted in to further characterize any identified anomalies. The GPR data will be digitally recorded for both analysis and archiving purposes. The EUL survey will be performed using a Radiodetection RD4000 or RD8000 system. As appropriate, the EUL survey will be conducted using both the inductive and direct active (electromagnetic induction) modes. The EUL will be used to help determine which of the identified underground utilities are electrical vs. non-electrical lines. It is estimated that the investigation will take 1 day to complete. The final report will be submitted to you within 5 days of completion of the fieldwork.

The analysis and collection of geophysical data is both a technical and interpretative skill. The technical aspects of the work are learned from both training and experience. Having the opportunity to compare GPR data collected in numerous settings to the results from geotechnical studies performed at the same locations develops interpretative skills for void characterization studies.

Presentation of Results

Results of the GPR investigation will be presented as a final report. As part of the final report an ACAD site drawing will be provided which indicates the location, lateral extent and apparent centers of any suspected voids are suspected.

Compensation

Cost to complete the survey will be \$3,600. This price is inclusive of all charges associated with the project. Unless otherwise agreed upon, GeoView shall be compensated for all services within 30 days of invoice date. GeoView shall be paid in full regardless of whether the results of the geophysical survey are what Passero Associates anticipated. If it is determined during the survey that the geophysical survey will not achieve the objectives of the project, Passero Associates will immediately be notified. If a decision is made to discontinue the survey, only charges for time and materials costs to that point will be submitted.

Requirements of Client

Passero Associates will provide a scaled map and digital file, if available, of the project site showing the boundaries of the project site, areas of specific concern and pertinent landmarks. Unless otherwise requested, Passero Associates will be responsible for the coordination of site access, traffic control, clearing of onsite obstructions or any other logistical consideration necessary to conduct the survey.

General Description The Geophysical Methods

Ground Penetrating Radar

Ground Penetrating Radar (GPR) consists of a set of integrated electronic components that transmits high frequency (200 to 2600 megahertz [MHz]) electromagnetic waves into the ground and records the energy reflected back to the ground surface. The GPR system consists of an antenna, which serves as both a transmitter and receiver, and a profiling recorder that both processes the incoming signal and provides a graphic display of the data. The GPR data can be reviewed real time as the data is collected and later reviewed using proprietary GPR data analysis software. GeoView uses GSSI and Mala GPR system.

A GPR survey provides a graphic cross-sectional view of subsurface conditions. This cross-sectional view is created from the reflections of repetitive short duration electromagnetic (EM) waves that are generated as the antenna is pulled across the ground surface. The reflections occur at the subsurface contacts between materials with differing electrical properties. The electrical property contrast that causes the reflections is the dielectric permittivity that is directly related to conductivity of a material. The GPR method is commonly used to

identify such targets as underground utilities, underground storage tanks or drums, buried debris, voids or geological features.

The greater the electrical contrast between the surrounding earth materials and target of interest, the greater the amplitude of the reflected return signal. Unless the buried object is metal, only part of the signal energy will be reflected back to the antenna with the remaining portion of the signal continuing to propagate downward to be reflected by deeper features. If there is little or no electrical contrast between the target interest and surrounding earth materials it will be very difficult if not impossible to identify the object using GPR.

The depth of penetration of the GPR signal is very site specific and is controlled by two primary factors: subsurface soil conditions and selected antenna frequency. The GPR signal is attenuated (absorbed) as it passes through earth materials. As the energy of the GPR signal is diminished due to attenuation, the energy of the reflected waves is reduced, eventually to the level that they can no longer be resolved by the GPR system. The more conductive the earth materials, the greater the GPR signal attenuation, hence a reduction in signal penetration depth. Typical soil conditions that severely limit GPR signal penetration are near-surface clays and/or organic materials.

The depth of penetration of the GPR signal is also reduced as the antenna frequency is increased. However, as antenna frequency is increased the resolution of the GPR data is improved. Therefore, when designing a GPR survey a tradeoff is made between the required depth of penetration and desired resolution of the data. As a rule, the highest frequency antenna that will still provide the desired maximum depth of penetration should be used.

Conventional Electromagnetic Pipe and Cable Locators

A Radiodetection System is used to locate underground utilities using conventional means. The system consists of a dual-function receiver and transmitter. The receiver can be operated in two modes: active and passive. In the passive mode the receiver detects the presence of underground utilities that are energized by a 60-Hertz or other known frequency. These utilities can either be those actually carrying electrical power or those utilities that are both metallic and sufficiently close to the electrical lines to have an electrical field induced within them.

In the active mode, the transmitter deliberately induces an electrical current into the utility. The frequency of this field can be varied from 512 Hertz to 200 kilohertz. The electrical field is induced using a transmitter which is either directly attached to the utility, placed on or above the utility or attached to an induction coil which is placed around the utility. Depths of underground utilities can be

determined when the EM equipment is being used in the active mode. Depths are typically accurate to within 10-15 percent of the total utility depth.

Limitations

The objective of the geophysical survey is to determine the presence and lateral extent of shallow voids or areas of soil washouts and subsurface utilities. The geophysical response of these features may range from very good to marginal depending upon on the physical characteristics of the near surface soils. Accordingly, these features may not be fully resolvable using GPR. GeoView shall conduct the geophysical survey using the most “up-to-date” geophysical equipment in a manner consistent with the level of care and skill ordinarily exercised by members of the geophysical profession practicing in the same locality under similar conditions.

When Passero Associates is working around indicated utilities, a minimum of 2 feet clearance from either side of the marked utility will be maintained. Unless otherwise indicated, a minimum vertical clearance of +/- 20 percent of the indicated depth shall also be maintained. Geosyntec Consultants, Inc. maintains the responsibility for manually exposing any indicated underground utility for absolute confirmation.

It is recognized that all geophysical test methods are non-intrusive and that confirmation of the significance of any identified feature must be determined by a qualified geotechnical engineer.

Other Terms and Conditions

Additional Insured: If requested, Passero Associates will be named as an additional insured with respect to the services to be performed under this agreement.

Confidentiality: GeoView shall not directly or indirectly disclose to any third person information regarding the results of the geophysical investigation prior to obtaining written permission from Passero Associates.

Agreement: This agreement represents the entire agreement between the parties and may only be modified in writing signed by both parties.

Governing Law: This agreement shall be deemed to have been made in the place of performance of the Geophysical Services and shall be governed by, and construed in accordance with the laws of the state in which the geophysical services were provided. Any controversy or claim arising out of this agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration

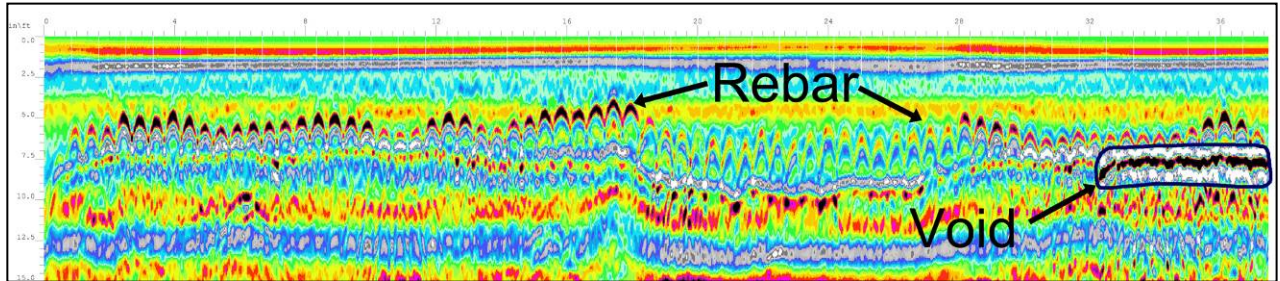
rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Indemnity: GeoView agrees to indemnify, protect and hold harmless Passero Associates from and against all liabilities, claims or demands of every kind of injury, including death, or damages to any person or property related in any way to GeoView's performance of this agreement, except to the extent such liabilities, claims or demands are caused by the negligence or willful misconduct of Passero Associates.



Figure 1 – Site Location

Equipment Pictures



Example GPR Data

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Mr. Jeremy Marquis (Marquis Latimer + Halbeck) will present revised concepts for the Amelia River Waterfront Park.

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS:

FISCAL IMPACT: Funding for the Amelia River waterfront park, somewhat intertwined with the shoreline stabilization effort, is funded, in part, with Parks and Recreation impact fees (Capital Expansion Fund; \$300,000) and through a Florida Inland Navigation District (FIND) grant.

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Dale L. Martin, City Manager 1/11/2021

Monica Benischeck, Administrative Services Manager 1/11/2021

Date: December 31, 2020

Submitted By: Dale L. Martin, City Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 12/31/2020

Pauline Testagrose, Comptroller 1/12/2021

Date: October 13, 2020

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

December 2020

Overall: December is the third month of the fiscal year 2020/2021 and represents 25.0% or one quarter of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of December. All recurring expenses have been recorded. Annual maintenance and service contracts have been paid. Finance will monitor expenses and prepare budget amendments to ensure budgeted amounts are not exceeded on a line-by-line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

General Fund: (001)

Total General Fund revenues are at 63.9% of the annual budget. This is due to the timing of Property Tax receipts. For the month of December 86.2% or just over \$12.7M has been received year to date. Local Business Tax revenue is also above the 25.0% mark, at 54.9%, also due to the timing of receipts. Specific revenue sources we are tracking are detailed below.

	20/21 Budget	Dec 20 YTD \$	Dec 20 YTD %	Dec 19 YTD \$	Dec 19 YTD %
Local Option Gas Tax	317,214	95,803	30.2%	87,471	20.2%
Small County Surtax	1,431,912	406,585	28.4%	444,235	22.6%
Half Cent Sales Tax	683,222	215,415	31.5%	204,223	21.7%
Franchise Fees	1,440,000	348,367	24.2%	385,507	26.8%
Total FY 20/21 Bud	3,872,348				
Total FY 19/20 Actual	4,334,570				
Total FY 19/20 Bud	4,778,070				

General Fund expenses are at 20.5% of the budget which is below the 25.0% mark. City Clerk, Finance, Non-Departmental, and Police Rangers are over the 25.0% mark, primarily due to the payment of annual maintenance and professional services contracts.

Special Revenue Funds: (100 - 190)

As was anticipated, Revenues plus Cash Balance Forward exceed Expenditures for all Special Revenue funds.

Debt Service Funds: (220 - 230)

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

Capital Improvement Funds: (300 - 330)

The Capital Improvements Fund - 300, a debt service payment was made on the Fire Truck and a new Bucket Truck was purchased for Streets. Encumbrances have been issued for street striping, ARC roof building C and the Peck Center window replacement project. Revenues exceed expenditures for the Capital Expansion and Wastewater Capital Improvement Funds.

Golf Course: (410)

Expenses exceed revenue due to the Toptracer capital project. Annual memberships were \$8,790 higher this December year to date compared to last year. Both margins on Pro Shop Sales and Food and Beverage are below the budgeted ratios. Cost of goods sold for Food and Beverage exceeded revenues by \$8,636 year to date.

Airport: (420)

Revenues exceeded expenses. This is primarily due to the FAA grant revenue for the Runway 4/22 Rehabilitation project.

Sanitation: (440)

Revenues exceeded expenses for December.

Wastewater: (450)

Revenues exceeded expenses year to date. With the reduction in Wastewater Charges that went into effect October 1st, revenue is (\$111,065) or (7.5%) lower than last year.

Water: (460)

Revenues exceeded expenses year to date for December. Water charge revenue is lower this fiscal year versus last year by (\$35,149) or (3.35%).

Stormwater: (470)

Revenues exceeded expenses for December.

Marina: (480)

Although the Marina is still running a deficit for the month of December, \$79,682 was recorded in transient slip rental fees. December is the first month the Marina is being managed by Oasis.

Fleet: (510)

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

Utility Billing and Utility Administration: (520 - 530)

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

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

25.0%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 14,839,720	\$ 12,789,472	\$ (2,050,248)	86.2%
Sales /Use/Fuel Taxes	1,974,126	502,389	(1,471,737)	25.4%
Franchise Fees	1,460,000	353,051	(1,106,949)	24.2%
Licenses/Permits	366,250	151,905	(214,345)	41.5%
Intergovernmental	1,156,094	608,295	(547,799)	52.6%
Charges for Services	1,492,262	285,833	(1,206,429)	19.2%
Fines and Forfeitures	22,500	6,196	(16,304)	27.5%
Other	298,373	40,998	(257,375)	13.7%
Subtotal	21,609,325	14,738,139	(6,871,186)	68.2%
Transfers/Reimbursements				
Utility Tax	1,700,000	424,997	(1,275,003)	25.0%
Sanitation	136,000	34,003	(101,997)	25.0%
Wastewater	360,000	90,000	(270,000)	25.0%
Water	180,000	45,000	(135,000)	25.0%
Total Revenues (excluding cash balance)	23,985,325	15,332,139	(8,653,186)	63.9%
EXPENDITURES:				
City Commission	314,800	76,828	237,972	24.4%
City Clerk	577,576	198,372	379,204	34.3%
City Manager	584,920	116,204	468,716	19.9%
Finance	671,837	191,742	480,095	28.5%
Information and Technology	802,763	193,033	609,730	24.0%
Human Resources	357,951	89,565	268,386	25.0%
City Attorney	350,633	74,672	275,961	21.3%
Planning	732,562	144,407	588,155	19.7%
Facility Maintenance	734,424	172,591	561,833	23.5%
Police	5,970,048	1,417,331	4,552,717	23.7%
Police - Beach Rangers	102,853	16,213	86,640	15.8%
Fire	4,433,935	1,048,713	3,385,222	23.7%
Fire - Ocean Rescue	418,192	28,682	389,510	6.9%
Building / Permitting	17,120	4,972	12,148	29.0%
Code Enforcement	265,386	60,049	205,337	22.6%
Streets	1,871,687	329,768	1,541,919	17.6%
Downtown	108,691	26,697	81,994	24.6%
Public Assistance	145,000	5,000	140,000	3.4%
Library	32,341	5,922	26,419	18.3%
Recreation	1,374,624	273,541	1,101,083	19.9%
Parks	1,323,927	238,742	1,085,185	18.0%
Peck	316,953	71,067	245,886	22.4%
MLK Center	225,631	41,989	183,642	18.6%
Youth	358,513	54,971	303,542	15.3%
Aquatics	397,800	62,141	335,659	15.6%
Non-Departmental	312,603	70,987	241,616	22.7%
Contingency	179,614	0	179,614	0.0%
Transfers				
Debt Service	426,841	426,841	-	100.0%
Historic District Trust	30,000	30,000	-	100.0%
Capital Improvements	1,739,324	434,831	1,304,493	25.0%
Golf	220,000	55,000	165,000	25.0%
Cemetery	31,300	31,300	-	100.0%
Marina	300,000	75,000	225,000	25.0%
Subtotal	25,729,849	6,067,170	19,662,679	23.6%
Encumbrances - All Departments		302,952	(302,952)	
Reserves	5,294,713	-	5,294,713	
Total Expenditures (including Encumbrances)	31,024,562	6,370,122	24,654,440	20.5%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(7,039,237)	8,962,017	16,001,254	
Fund Balance, October 1, 2020 (Cash Balance)				
Unrestricted	7,039,237	7,039,237	-	
Fund Balance, December 31, 2020	\$ -	\$ 16,001,254	\$ 16,001,254	

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

25.0%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 2,641	\$ 5	\$ (2,636)	0.2%
110 Federal Forfeiture	90,487	7,580	(82,907)	8.4%
125 Tree Trust	342,928	33,608	(309,320)	9.8%
126 Historic District (HDC)	83,416	37,189	(46,227)	44.6%
130 CDBG - Economic Development	7,233	77	(7,156)	1.1%
135 Land Conservation Trust	1,458,071	203,663	(1,254,408)	14.0%
140 Building Fees Fund	3,651,882	370,347	(3,281,535)	10.1%
145 Wastewater Impact Fees	1,848,902	107,577	(1,741,325)	5.8%
146 Water Impact Fees	483,132	42,158	(440,974)	8.7%
150 Utility Tax	1,879,781	490,887	(1,388,894)	26.1%
170 Cemetery	1,289,242	101,032	(1,188,210)	7.8%
180 Community Redevelopment Area	129,458	93	(129,365)	0.1%
190 Law Enforcement Recovery	161,724	28,678	(133,046)	17.7%
Total Revenues	\$ 11,428,897	\$ 1,422,894	\$ (10,006,003)	12.4%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 2,641	-	\$ 2,641	0.0%
110 Federal Forfeiture	90,487	-	90,487	0.0%
125 Tree Trust	342,928	15,096	327,832	4.4%
126 Historic District (HDC)	83,416	200	83,216	0.2%
130 CDBG - Economic Development	7,233	9,816	(2,583)	135.7%
135 Land Conservation Trust	1,458,071	408,949	1,049,122	28.0%
140 Building Fees Fund	3,651,882	234,024	3,417,858	6.4%
145 Wastewater Impact Fees	1,848,902	124,997	1,723,905	6.8%
146 Water Impact Fees	483,132	85,003	398,129	17.6%
150 Utility Tax	1,879,781	424,997	1,454,784	22.6%
170 Cemetery	1,289,242	34,833	1,254,409	2.7%
180 Community Redevelopment Area	129,458	-	129,458	0.0%
190 Law Enforcement Recovery	161,724	6,316	155,408	3.9%
Total Expenditures	\$ 11,428,897	\$ 1,344,231	\$ 10,084,666	11.8%

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

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

25.0%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 3,269,044	\$ 986,775	\$ (2,282,269)	30.2%
	Expenses				
	General Government	\$ 736,044	47,284	688,760	6.4%
	Information Technology	110,000	-	110,000	0.0%
	Police	-	-	-	0.0%
	Fire	497,000	231,523	265,477	46.6%
	Streets	880,000	89,871	790,129	10.2%
	Recreation	165,000	4,181	160,819	2.5%
	Parks	50,000	-	50,000	0.0%
	Peck	800,000	25	799,975	0.0%
	MLK	31,000	32	30,968	0.1%
	Subtotal	3,269,044	372,916	2,896,128	11.4%
	Net Revenues(Expenses)	\$ -	\$ 613,859	\$ (613,859)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 510,000	\$ 7,642	\$ (502,358)	1.5%
	Admin	1,130,059	50,203	(1,079,856)	4.4%
	Police	380,572	30,076	(350,496)	7.9%
	Fire	618,797	41,013	(577,784)	6.6%
	Sanitation	-	-	-	0.0%
	Recreation	2,206,032	294,538	(1,911,494)	13.4%
	Subtotal	4,845,460	423,472	(4,421,988)	8.7%
	Expenses				
	Admin	\$ 1,133,048	\$ -	\$ 1,133,048	0.0%
	Police	381,503	-	381,503	0.0%
	Fire	1,120,361	-	1,120,361	0.0%
	Recreation	2,210,548	70,528	2,140,020	3.2%
	Subtotal	4,845,460	70,528	4,774,932	1.5%
	Net Revenues(Expenses)	\$ -	\$ 352,944	\$ 352,944	0.0%
330	Wastewater Improvement				
	Revenues	\$ 8,094,066	\$ 389,464	\$ (7,704,602)	4.8%
	Expenses	8,094,066	-	8,094,066	0.0%
	Net Revenues(Expenses)	\$ -	\$ 389,464	\$ 389,464	0.0%

CAPITAL EXPANSION FUND

	FY19-20 BALANCE FORWARD	FY20-21 REVENUE	FY20-21 INTEREST	FY20-21 EXPENSES	FY20-21 BALANCE FORWARD
POLICE	291,672.73	30,076.47	446.45	-	322,195.65
FIRE	827,881.00	41,013.36	1,267.20	-	870,161.56
SANITATION	-	-	-	-	-
RECREATION/PARKS	2,810,797.50	294,538.30	4,302.38	70,527.99	3,039,110.19
ADMINISTRATION	1,062,575.50	50,203.43	1,626.44	-	1,114,405.37
	4,992,926.73	415,831.56	7,642.47	70,527.99	5,345,872.77
			423,474.03		

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

25.0%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,571,612	\$ 326,044	\$ (1,245,568)	20.7%
Operating Expense*	1,539,008	332,188	1,206,820	21.6%
Operating Income (Loss)	32,604	(6,145)	(38,749)	-18.8%
Non Operating Income (Expense) & Transfers	125,734	68,300	(57,434)	54.3%
Change in Net Position	\$ 158,338	\$ 62,156	\$ (96,182)	39.3%
Airport Fund 420				
Operating Revenues	\$ 854,988	\$ 192,842	\$ (662,146)	22.6%
Operating Expense*	662,126	107,169	554,957	16.2%
Operating Income (Loss)	192,862	85,673	(107,189)	44.4%
Non Operating Income (Expense) & Transfers	3,606,851	1,844,528	(1,762,323)	51.1%
Change in Net Position	\$ 3,799,713	\$ 1,930,200	\$ (1,869,513)	50.8%
Sanitation Fund 440				
Operating Revenues	\$ 2,621,800	\$ 679,827	\$ (1,941,973)	25.9%
Operating Expense*	2,650,211	464,475	2,185,736	17.5%
Operating Income (Loss)	(28,411)	215,351	243,762	-758.0%
Non Operating Income (Expense) & Transfers	37,000	(31,727)	(68,727)	-85.7%
Change in Net Position	\$ 8,589	\$ 183,625	\$ 175,036	2137.9%
Wastewater Fund 450				
Operating Revenues	\$ 5,365,362	\$ 1,393,609	\$ (3,971,753)	26.0%
Operating Expense*	2,641,904	501,712	2,140,192	19.0%
Operating Income (Loss)	2,723,458	891,897	(1,831,561)	32.7%
Non Operating Income (Expense) & Transfers	(2,784,513)	(694,473)	2,090,040	24.9%
Change in Net Position	\$ (61,055)	\$ 197,424	\$ 258,479	-323.4%
Water Fund 460				
Operating Revenues	\$ 4,365,617	\$ 1,033,950	\$ (3,331,667)	23.7%
Operating Expense*	2,578,442	480,435	2,098,007	18.6%
Operating Income (Loss)	1,787,175	553,514	(1,233,661)	31.0%
Non Operating Income (Expense) & Transfers	(946,092)	(255,908)	690,184	27.0%
Change in Net Position	\$ 841,083	\$ 297,606	\$ (543,477)	35.4%
Stormwater Fund 470				
Operating Revenues	\$ 875,000	\$ 222,302	\$ (652,698)	25.4%
Operating Expense*	921,675	160,606	761,069	17.4%
Operating Income (Loss)	(46,675)	61,696	108,371	-132.2%
Non Operating Income (Expense) & Transfers	895,732	-	(895,732)	0.0%
Change in Net Position	\$ 849,057	\$ 61,696	\$ (787,361)	7.3%
Marina Fund 480				
Operating Revenues	\$ 2,625,700	\$ 271,586	\$ (2,354,114)	10.3%
Operating Expense*	2,147,402	233,442	1,913,960	10.9%
Operating Income (Loss)	478,298	38,144	(440,154)	8.0%
Non Operating Income (Expense) & Transfers	(15,085)	32,622	47,707	-216.3%
Change in Net Position	\$ 463,213	\$ 70,766	\$ (392,448)	15.3%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 535,100	\$ 202,869	\$ 332,231	37.9%
Airport Fund 420	4,381,967	1,876,812	\$ 2,505,155	42.8%
Sanitation Fund 440	12,000	-	12,000	0.0%
Wastewater Fund 450	977,500	31,353	946,147	3.2%
Water Fund 460	365,000	160,783	204,217	44.1%
Stormwater Fund 470	1,542,850	40,637	1,502,213	2.6%
Marina Fund 480	844,100	81,115	762,985	9.6%
Total Enterprise Funds	\$ 8,658,517	\$ 2,393,569	\$ 6,264,948	27.6%

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

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	339,396.01	535,057.54	(195,661.53)	55,003.00		54.92	(140,713.45)
Airport (420)	2,037,369.33	1,983,981.04	53,388.29			-	53,388.29
Sanitation (440)	682,102.80	464,475.21	217,627.59		(34,003.00)		183,624.59
Wastewater (450)	1,418,512.24	533,065.30	885,446.94		(719,376.00)		166,070.94
Water (460)	1,047,260.45	641,218.66	406,041.79	150,000.00	(419,219.00)		136,822.79
Storm Water Management (470)	222,302.10	201,242.82	21,059.28			-	21,059.28
Marina (480)	277,775.71	314,557.01	(36,781.30)	75,000.00		48,568.22	(10,349.52)

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

**Year to Date Cost includes Capital Expenditures.

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

This schedule was added at the request of Commissioner Lednovich

City of Fernandina Beach
Accounts Receivable Analysis

12/31/2020

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
8,685	Active Customers			\$ 1,074,950.76
549		30	75,512.74	Note - Resumed disconnects for nonpay 7/1/20.
142		60	12,669.81	*payment terms + delinquency due to COVID19
57		90	4,807.00	
27		120+	4,500.55	
-				
549		Total	\$ 97,490.10	

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

188 accts.
w/delinquent
balances \$ 28,716.84

Utility Billings in Collections

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

Airport

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
76	ALL Customers			\$47,911.80
21		30	30,760.48	(Amelia Island Aviation - acct closed)
7		60	5,135.72	\$ -
6		90	4,624.22	\$ -
3		120+	4,419.69	\$ -
				\$ 8,758.77
21		Sub Total	\$ 44,940.11	\$ 8,758.77
				\$ 53,698.88

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
333	ALL Customers			\$87,955
66		30	37,113.81	
		60	-	
		90	-	
		120	-	
1	David Johnson - In Collec	150+	-	
			37,113.81	
	Customer paid in Advnace (1)		(25.00)	Deposit
	Total A/R Balance		37,088.81	

Peck Center & Other City Leases

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
7	ALL Customers			1,986.44
1		30	156.37	
0		60	-	
0		90	-	
0		120+	-	
1		Sub Total	\$ 156.37	

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
	-14,839,720.00	-14,839,720.00	-12,789,472.10	-10,405,820.27	0.00	-2,050,247.90	86.2%
001 31240		LOCAL OPTION GAS TAX					
	-317,214.00	-317,214.00	-95,803.66	-33,866.52	0.00	-221,410.34	30.2%
001 31251		STATE/FIRE INSURANCE TAX					
	-125,000.00	-125,000.00	0.00	0.00	0.00	-125,000.00	.0%
001 31252		STATE/POLICE INSURANCE TAX					
	-100,000.00	-100,000.00	0.00	0.00	0.00	-100,000.00	.0%
001 31260		SMALL COUNTY SURTAX					
	-1,431,912.00	-1,431,912.00	-406,585.31	-125,365.06	0.00	-1,025,326.69	28.4%
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-87,778.57	-29,657.80	0.00	-72,221.43	54.9%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-3,000.00	-3,000.00	-234.08	-105.00	0.00	-2,765.92	7.8%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	-50.00	-50.00	-1,732.50	-420.00	0.00	1,682.50	3465.0%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-1,400.00	-420.00	0.00	-4,600.00	23.3%
001 32210		BUILDING PERMIT-TREE REMOVAL					
	-25,000.00	-25,000.00	-170.00	-85.00	0.00	-24,830.00	.7%
001 32211		BUILDING PERMIT-FENCING					
	-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%
001 32218		CLEARING/EXCAVATE-PERMITS					
	-25,000.00	-25,000.00	-4,973.70	-1,312.70	0.00	-20,026.30	19.9%
001 32310		FRANCHISE FEES ELECTRIC					
	-1,440,000.00	-1,440,000.00	-348,367.00	6,367.00	0.00	-1,091,633.00	24.2%
001 32340		FRANCHISE FEES GAS					
	-20,000.00	-20,000.00	-4,684.01	-2,439.72	0.00	-15,315.99	23.4%
001 32900		CODE ENFORCEMENT FEES & FINES					
	-25,000.00	-25,000.00	-6,325.00	0.00	0.00	-18,675.00	25.3%
001 32901		ZONING PLAN REVIEW					
	-18,000.00	-18,000.00	-28,275.00	-7,375.00	0.00	10,275.00	157.1%
001 32903		SIGN PERMITS					
	-2,250.00	-2,250.00	0.00	0.00	0.00	-2,250.00	.0%
001 32915		ANNEXATION APP FEE					
	-2,200.00	-2,200.00	-600.00	0.00	0.00	-1,600.00	27.3%
001 32916		BOA APP FEES-COMMERCIAL					
	0.00	0.00	-2,500.00	-2,500.00	0.00	2,500.00	100.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32917		BOA APP FEES-RESIDENTIAL					
	-11,050.00	-11,050.00	-2,850.00	0.00	0.00	-8,200.00	25.8%
001 32918		ZONING CERTIFICATION FEE					
	-3,200.00	-3,200.00	-700.00	-300.00	0.00	-2,500.00	21.9%
001 32920		CDD COPIES MADE FEE					
	-1,250.00	-1,250.00	0.00	0.00	0.00	-1,250.00	.0%
001 32921		COMP PLAN AMEND APP FEE					
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
001 32926		PLAT APPROVAL APP FEE					
	-3,850.00	-3,850.00	0.00	0.00	0.00	-3,850.00	.0%
001 32928		REZONING APP FEE					
	-4,200.00	-4,200.00	0.00	0.00	0.00	-4,200.00	.0%
001 32929		SITE PLAN REVIEW APP FEE					
	-21,700.00	-21,700.00	-3,580.00	-3,580.00	0.00	-18,120.00	16.5%
001 32932		DUE DILIGENCE					
	-750.00	-750.00	0.00	0.00	0.00	-750.00	.0%
001 32933		TELECOMMUNICATION PERMIT					
	-400.00	-400.00	0.00	0.00	0.00	-400.00	.0%
001 32935		ADMINISTRATIVE WAIVER					
	0.00	0.00	-800.00	0.00	0.00	800.00	100.0%
001 32936		CODE TEXT AMENDMENT					
	-850.00	-850.00	0.00	0.00	0.00	-850.00	.0%
001 32937		LOT LINE ADJUSTMENTS					
	-2,000.00	-2,000.00	-1,200.00	-600.00	0.00	-800.00	60.0%
001 32980		OTHER MISC PERMITS					
	0.00	0.00	-316.00	-216.00	0.00	316.00	100.0%
001 32981		SPECIAL EVENT PERMITS					
	-4,500.00	-4,500.00	-365.00	-140.00	0.00	-4,135.00	8.1%
001 32982		SPECIAL BANNER PERMITS					
	-2,000.00	-2,000.00	-255.00	-150.00	0.00	-1,745.00	12.8%
001 32992		FIRE MARSHALL'S FEES					
	-35,000.00	-35,000.00	-7,450.10	-2,264.50	0.00	-27,549.90	21.3%
001 32995		ADDRESS ASSIGNMENT					
	-500.00	-500.00	-400.00	-100.00	0.00	-100.00	80.0%
001 33170		DOS PRESERVATION					
	-48,000.00	-48,000.00	0.00	0.00	0.00	-48,000.00	.0%
001 33350		HALF-CENT SALES TAX					
	-683,222.00	-683,222.00	-215,415.31	-72,067.28	0.00	-467,806.69	31.5%
001 33512		STATE REVENUE SHARING PROCEED					
	-190,187.00	-190,187.00	-53,148.42	-17,716.14	0.00	-137,038.58	27.9%
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-134.25	-35.25	0.00	-665.75	16.8%
001 33515		ALCOHOLIC BEV LICENSE					
	-23,000.00	-23,000.00	-18,958.81	0.00	0.00	-4,041.19	82.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-3,300.00	-3,300.00	0.00	-6,700.00	33.0%
001 33710		COUNTY GRANT					
	0.00	0.00	-269,000.00	-269,000.00	0.00	269,000.00	100.0%
001 33720		SCHOOL RESOURCE OFFICER					
	-137,760.00	-137,760.00	-44,218.26	-26,782.14	0.00	-93,541.74	32.1%
001 33721		DEA REIMBURSEMENT					
	-13,125.00	-13,125.00	-4,120.35	-4,120.35	0.00	-9,004.65	31.4%
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-135,000.00	-135,000.00	0.00	0.00	0.00	-135,000.00	.0%
001 33910		OCEAN, HIGHWAY AND PRT AUTHORIT					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 34260		AMBULANCE SERVICES					
	-528,762.00	-528,762.00	-127,481.22	-43,081.47	0.00	-401,280.78	24.1%
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-6,000.00	-6,000.00	0.00	0.00	0.00	-6,000.00	.0%
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-160,000.00	-160,000.00	-57,865.20	-20,316.10	0.00	-102,134.80	36.2%
001 34701		TRUST ACTIVITIES TAXABLE					
	-23,000.00	-23,000.00	-5,937.64	-2,054.94	0.00	-17,062.36	25.8%
001 34702		PARKS TRUST NON-TAXABLE					
	-12,000.00	-12,000.00	-2,035.00	-550.00	0.00	-9,965.00	17.0%
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-1,443.75	-131.75	0.00	1,443.75	100.0%
001 34704		RENTALS NON-TAXABLE					
	-8,000.00	-8,000.00	-335.00	-295.00	0.00	-7,665.00	4.2%
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%
001 34706		PARKS LAWN CHARGES					
	-13,500.00	-13,500.00	0.00	0.00	0.00	-13,500.00	.0%
001 34720		RENTALS					
	-10,000.00	-10,000.00	-20.00	0.00	0.00	-9,980.00	.2%
001 34721		PECK RENTS					
	-8,000.00	-8,000.00	-720.00	-720.00	0.00	-7,280.00	9.0%
001 34722		PECK RENTS NON-TAXABLE					
	-25,000.00	-25,000.00	-3,946.47	-1,315.49	0.00	-21,053.53	15.8%
001 34723		PECK TRUST TAXABLE					
	-6,500.00	-6,500.00	-3,263.05	-2,270.61	0.00	-3,236.95	50.2%
001 34724		PECK TRUST NON-TAXABLE					
	-42,000.00	-42,000.00	-1,182.00	-257.00	0.00	-40,818.00	2.8%
001 34725		MLK RENTS					
	-4,500.00	-4,500.00	0.00	0.00	0.00	-4,500.00	.0%
001 34728		MLK TRUST NON-TAXABLE					
	-12,500.00	-12,500.00	-3,555.00	-1,075.00	0.00	-8,945.00	28.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	-17,000.00	0.00	0.00	0.00	-17,000.00	.0%
001 34731		YOUTH CAMPS					
	-310,000.00	-310,000.00	-43,670.32	-12,033.02	0.00	-266,329.68	14.1%
001 34741		AQUATICS TRUST NON-TAXABLE					
	-116,000.00	-116,000.00	-23,529.25	-5,997.00	0.00	-92,470.75	20.3%
001 34742		SWIMMING POOLS					
	-54,000.00	-54,000.00	-7,774.40	-2,716.98	0.00	-46,225.60	14.4%
001 34743		SWIMMING POOLS NON-TAXABLE					
	0.00	0.00	-3,025.00	0.00	0.00	3,025.00	100.0%
001 34745		GREENWAY					
	0.00	0.00	-10.00	-10.00	0.00	10.00	100.0%
001 34746		GREENWAY TAXABLE					
	0.00	0.00	-84.50	0.00	0.00	84.50	100.0%
001 34799		P & R COMBO MEMBERSHIPS					
	0.00	0.00	44.86	44.86	0.00	-44.86	100.0%
001 35100		COURT CASES GENERAL FUND					
	-8,000.00	-8,000.00	-1,043.90	-458.54	0.00	-6,956.10	13.0%
001 35115		PARKING TICKETS					
	-11,500.00	-11,500.00	-4,232.00	-1,290.00	0.00	-7,268.00	36.8%
001 35116		POLICE CITATIONS					
	0.00	0.00	-23.55	0.00	0.00	23.55	100.0%
001 35120		POLICE EDUCATION					
	-1,500.00	-1,500.00	-183.13	-82.16	0.00	-1,316.87	12.2%
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-1,500.00	-1,500.00	-713.00	-247.00	0.00	-787.00	47.5%
001 36110		INTEREST					
	-165,000.00	-165,000.00	-11,481.69	-6,443.57	0.00	-153,518.31	7.0%
001 36210		RENTS					
	-3,044.00	-3,044.00	0.00	0.00	0.00	-3,044.00	.0%
001 36215		RENTS NON-TAXABLE					
	-23,800.00	-23,800.00	-5,951.25	-3,967.50	0.00	-17,848.75	25.0%
001 36990		OTHER REVENUE					
	-35,851.00	-35,851.00	-22,103.44	-5,615.24	0.00	-13,747.56	61.7%
001 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-1,000.00	0.00	0.00	1,000.00	100.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-71.00	-30.00	0.00	-29.00	71.0%
001 36998		STATE OF FLORIDA - FDOT					
	-62,578.00	-62,578.00	0.00	0.00	0.00	-62,578.00	.0%
001 38215		FROM UTILITY TAX					
	-1,700,000.00	-1,700,000.00	-424,997.00	-141,667.00	0.00	-1,275,003.00	25.0%
001 38244		FROM SANITATION					
	-136,000.00	-136,000.00	-34,003.00	-11,333.00	0.00	-101,997.00	25.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38245							
	-360,000.00	FROM WASTEWATER OPERATIONS -360,000.00	-90,000.00	-30,000.00	0.00	-270,000.00	25.0%
001 38246							
	-180,000.00	FROM WATER OPERATIONS -180,000.00	-45,000.00	-15,000.00	0.00	-135,000.00	25.0%
001 38910							
	-7,039,237.00	CASH BALANCE FORWARD -7,039,237.00	0.00	0.00	0.00	-7,039,237.00	.0%
TOTAL GENERAL FUND	-31,016,562.00	-31,016,562.00	-15,331,748.33	-11,312,285.24	0.00	-15,684,813.67	49.4%
TOTAL REVENUES	-31,016,562.00	-31,016,562.00	-15,331,748.33	-11,312,285.24	0.00	-15,684,813.67	
0012200 FIRE							
0012200 36993							
	-8,000.00	DONATIONS/CONTRIBUTIONS -8,000.00	-391.03	0.00	0.00	-7,608.97	4.9%
TOTAL FIRE	-8,000.00	-8,000.00	-391.03	0.00	0.00	-7,608.97	4.9%
TOTAL REVENUES	-8,000.00	-8,000.00	-391.03	0.00	0.00	-7,608.97	
GRAND TOTAL	-31,024,562.00	-31,024,562.00	-15,332,139.36	-11,312,285.24	0.00	-15,692,422.64	49.4%

** END OF REPORT - Generated by Barbara Rathmell **

Revenue	Amount	% Used
Revised Budget	(\$31,024,562.00)	49.4%
Less: Cash Balance Forward		
38910	7,039,237.00	
38911	.00	
Revised Budget excluding Cash	(\$23,985,325.00)	
YTD Actual Revenue	(\$15,332,139.36)	63.9%

Revised Budget excluding Cash	(\$23,985,325.00)
Less: YTD Expenditures	6,067,170.49
Net (Revenues) Expenditures	(\$17,918,154.51)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION 314,800.00	314,800.00	76,827.78	27,165.93	0.00	237,972.22	24.4%
0011200 CITY CLERK 573,351.00	577,576.00	198,372.46	52,934.86	4,225.00	374,978.54	35.1%
0011210 CITY MANAGER 584,920.00	584,920.00	116,204.32	66,407.41	-484.80	469,200.48	19.8%
0011300 FINANCE 671,837.00	671,837.00	191,742.46	69,794.91	0.00	480,094.54	28.5%
0011310 INFORMATION TECHNOLOGY 802,763.00	802,763.00	193,032.77	67,902.27	3,060.00	606,670.23	24.4%
0011350 HUMAN RESOURCES 357,951.00	357,951.00	89,565.45	35,422.36	0.00	268,385.55	25.0%
0011400 CITY ATTORNEY 350,633.00	350,633.00	74,671.68	33,653.81	0.00	275,961.32	21.3%
0011500 PLANNING 732,562.00	732,562.00	144,407.43	62,775.59	0.00	588,154.57	19.7%
0011910 NON DEPARTMENTAL 312,603.00	312,603.00	70,986.51	20,650.91	48,500.00	193,116.49	38.2%
0011930 FACILITIES MAINTENANCE 734,424.00	734,424.00	172,590.62	71,534.42	13,025.00	548,808.38	25.3%
0012100 POLICE 5,970,048.00	5,970,048.00	1,417,330.68	591,397.18	118,092.20	4,434,625.12	25.7%
0012101 POLICE RANGERS 102,853.00	102,853.00	16,212.79	11,398.66	17,848.66	68,791.55	33.1%
0012200 FIRE 4,433,935.00	4,433,935.00	1,048,712.88	505,317.28	15,761.00	3,369,461.12	24.0%
0012201 FIRE OCEAN RESCUE 418,192.00	418,192.00	28,681.58	9,382.02	0.00	389,510.42	6.9%
0012400 BUILDING / PERMITTING 17,120.00	17,120.00	4,972.00	4,780.00	0.00	12,148.00	29.0%
0012420 CODE ENFORCEMENT 265,386.00	265,386.00	60,049.11	24,974.11	0.00	205,336.89	22.6%
0014100 STREETS 1,871,687.00	1,871,687.00	329,768.14	134,107.37	21,377.00	1,520,541.86	18.8%
0015200 DOWNTOWN 92,530.00	108,691.00	26,697.48	4,588.27	0.00	81,993.52	24.6%
0015640 PUBLIC ASSISTANCE 145,000.00	145,000.00	5,000.00	5,000.00	0.00	140,000.00	3.4%
0017100 LIBRARY 32,341.00	32,341.00	5,921.76	1,991.00	0.00	26,419.24	18.3%
0017200 RECREATION 1,374,624.00	1,374,624.00	273,540.67	121,312.62	29,733.00	1,071,350.33	22.1%
0017210 PARKS 1,323,927.00	1,323,927.00	238,741.94	97,123.01	26,231.60	1,058,953.46	20.0%



FOR 2021 03							
0017220 PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017220 PECK	316,953.00	316,953.00	71,067.12	19,041.34	0.00	245,885.88	22.4%
0017225 MLK CENTER	225,631.00	225,631.00	41,989.07	18,290.43	0.00	183,641.93	18.6%
0017230 YOUTH	358,513.00	358,513.00	54,971.15	24,970.32	0.00	303,541.85	15.3%
0017240 AQUATICS	397,800.00	397,800.00	62,140.64	30,008.19	5,583.28	330,076.08	17.0%
0018100 INTERFUND TRANSFERS OUT	2,747,465.00	2,747,465.00	1,052,972.00	188,277.00	0.00	1,694,493.00	38.3%
0018200 CONTINGENCIES	200,000.00	179,614.00	0.00	0.00	0.00	179,614.00	.0%
0018300 RESERVES	5,294,713.00	5,294,713.00	0.00	0.00	0.00	5,294,713.00	.0%
GRAND TOTAL		31,024,562.00	6,067,170.49	2,300,201.27	302,951.94	24,654,439.57	20.5%

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FOR 2021 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35110		FINES/FORFEITURES					
	-140.00	-140.00	0.00	0.00	0.00	-140.00	.0%
100 36110		INTEREST					
	0.00	0.00	-5.46	-2.02	0.00	5.46	100.0%
100 38910		CASH BALANCE FORWARD					
	-2,501.00	-2,501.00	0.00	0.00	0.00	-2,501.00	.0%
100 55200		OPERATING SUPPLIES					
	2,450.00	2,450.00	0.00	0.00	0.00	2,450.00	.0%
100 59990		RESERVE					
	191.00	191.00	0.00	0.00	0.00	191.00	.0%
TOTAL LAW ENFORCEMENT TRUST							
	0.00	0.00	-5.46	-2.02	0.00	5.46	100.0%
	TOTAL REVENUES						
	-2,641.00	-2,641.00	-5.46	-2.02	0.00	-2,635.54	
	TOTAL EXPENSES						
	2,641.00	2,641.00	0.00	0.00	0.00	2,641.00	
	GRAND TOTAL						
	0.00	0.00	-5.46	-2.02	0.00	5.46	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121		SEIZED CONTRABAND					
	-25,000.00	-25,000.00	-6,065.43	0.00	0.00	-18,934.57	24.3%
110 36110		INTEREST					
	-500.00	-500.00	-143.87	-55.47	0.00	-356.13	28.8%
110 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-1,371.07	0.00	0.00	1,371.07	100.0%
110 38910		CASH BALANCE FORWARD					
	-64,987.00	-64,987.00	0.00	0.00	0.00	-64,987.00	.0%
110 55200		OPERATING SUPPLIES					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
110 56400		MACH/EQUIP					
	65,000.00	65,000.00	0.00	0.00	37,179.00	27,821.00	57.2%
110 59990		RESERVE					
	10,487.00	10,487.00	0.00	0.00	0.00	10,487.00	.0%
TOTAL FEDERAL FORFEITURE							
	0.00	0.00	-7,580.37	-55.47	37,179.00	-29,598.63	100.0%
TOTAL REVENUES							
	-90,487.00	-90,487.00	-7,580.37	-55.47	0.00	-82,906.63	
TOTAL EXPENSES							
	90,487.00	90,487.00	0.00	0.00	37,179.00	53,308.00	
GRAND TOTAL							
	0.00	0.00	-7,580.37	-55.47	37,179.00	-29,598.63	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
125 TREE TRUST SPECIAL REV FUND							
125 32219		TREE TRUST FUND RESERVE					
	-75,000.00	-75,000.00	-33,035.00	-14,290.00	0.00	-41,965.00	44.0%
125 36110		INTEREST					
	0.00	0.00	-573.22	-216.11	0.00	573.22	100.0%
125 38910		CASH BALANCE FORWARD					
	-267,928.00	-267,928.00	0.00	0.00	0.00	-267,928.00	.0%
125 51200		SALARIES					
	17,503.00	17,503.00	3,975.94	1,986.60	0.00	13,527.06	22.7%
125 52100		FICA					
	1,339.00	1,339.00	282.60	143.35	0.00	1,056.40	21.1%
125 52200		RETIREMENT					
	3,770.00	3,770.00	856.45	427.92	0.00	2,913.55	22.7%
125 52300		HEALTH INSUR					
	4,579.00	4,579.00	662.06	331.03	0.00	3,916.94	14.5%
125 52301		LIFE INSUR					
	95.00	95.00	16.13	8.22	0.00	78.87	17.0%
125 52400		WORKERS' COMP					
	256.00	256.00	63.00	21.00	0.00	193.00	24.6%
125 53100		PROFESSIONAL SERVICES					
	53,500.00	53,500.00	0.00	0.00	0.00	53,500.00	.0%
125 54970		PROGRAM COSTS					
	12,650.00	12,650.00	0.00	0.00	0.00	12,650.00	.0%
125 55200		OPERATING SUPPLIES					
	11,500.00	11,500.00	9,239.54	4,539.54	0.00	2,260.46	80.3%
125 59990		RESERVE					
	237,736.00	237,736.00	0.00	0.00	0.00	237,736.00	.0%
TOTAL TREE TRUST SPECIAL REV FUND							
	0.00	0.00	-18,512.50	-7,048.45	0.00	18,512.50	100.0%
TOTAL REVENUES							
	-342,928.00	-342,928.00	-33,608.22	-14,506.11	0.00	-309,319.78	
TOTAL EXPENSES							
	342,928.00	342,928.00	15,095.72	7,457.66	0.00	327,832.28	
GRAND TOTAL							
	0.00	0.00	-18,512.50	-7,048.45	0.00	18,512.50	100.0%

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FOR 2021 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
126 HDC SPECIAL REVENUE FUND							
126 32924		HDC APPLICATION FEE					
	-5,000.00	-5,000.00	-6,170.00	-2,750.00	0.00	1,170.00	123.4%
126 32931		HDC VARIANCE					
	-1,700.00	-1,700.00	-850.00	0.00	0.00	-850.00	50.0%
126 36110		INTEREST					
	0.00	0.00	-168.58	-67.33	0.00	168.58	100.0%
126 38101		FROM GENERAL FUND					
	-30,000.00	-30,000.00	-30,000.00	0.00	0.00	0.00	100.0%
126 38910		CASH BALANCE FORWARD					
	-46,716.00	-46,716.00	0.00	0.00	0.00	-46,716.00	.0%
126 53100		PROFESSIONAL SERVICES					
	36,500.00	36,500.00	0.00	0.00	0.00	36,500.00	.0%
126 54970		PROGRAM COSTS					
	37,100.00	37,100.00	200.00	0.00	0.00	36,900.00	.5%
126 59990		RESERVE					
	9,816.00	9,816.00	0.00	0.00	0.00	9,816.00	.0%
TOTAL HDC SPECIAL REVENUE FUND							
	0.00	0.00	-36,988.58	-2,817.33	0.00	36,988.58	100.0%
TOTAL REVENUES							
	-83,416.00	-83,416.00	-37,188.58	-2,817.33	0.00	-46,227.42	
TOTAL EXPENSES							
	83,416.00	83,416.00	200.00	0.00	0.00	83,216.00	
GRAND TOTAL							
	0.00	0.00	-36,988.58	-2,817.33	0.00	36,988.58	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110		INTEREST					
	-500.00	-500.00	-76.54	-26.05	0.00	-423.46	15.3%
130 38910		CASH BALANCE FORWARD					
	-6,733.00	-6,733.00	0.00	0.00	0.00	-6,733.00	.0%
130 56300		IMPROVEMENTS					
	7,233.00	7,233.00	9,816.00	9,816.00	-9,816.00	7,233.00	.0%
TOTAL CDBG ECON DEV	0.00	0.00	9,739.46	9,789.95	-9,816.00	76.54	100.0%
	TOTAL REVENUES						
	-7,233.00	-7,233.00	-76.54	-26.05	0.00	-7,156.46	
	TOTAL EXPENSES						
	7,233.00	7,233.00	9,816.00	9,816.00	-9,816.00	7,233.00	
	GRAND TOTAL						
	0.00	0.00	9,739.46	9,789.95	-9,816.00	76.54	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
135 LAND CONSERVATION TRUST							
135 36110		INTEREST					
	-5,000.00	-5,000.00	-2,125.83	-738.70	0.00	-2,874.17	42.5%
135 36601		DONATIONS/LAND CONSERVATION					
	0.00	0.00	-3,700.00	-3,650.00	0.00	3,700.00	100.0%
135 36800		CAPITAL CONTRIBUTION					
	-484,357.00	-484,357.00	-197,837.00	0.00	0.00	-286,520.00	40.8%
135 38910		CASH BALANCE FORWARD					
	-968,714.00	-968,714.00	0.00	0.00	0.00	-968,714.00	.0%
135 56100		LAND					
	1,458,071.00	1,458,071.00	408,949.00	3,750.00	0.00	1,049,122.00	28.0%
TOTAL LAND CONSERVATION TRUST							
	0.00	0.00	205,286.17	-638.70	0.00	-205,286.17	100.0%
TOTAL REVENUES							
	-1,458,071.00	-1,458,071.00	-203,662.83	-4,388.70	0.00	-1,254,408.17	
TOTAL EXPENSES							
	1,458,071.00	1,458,071.00	408,949.00	3,750.00	0.00	1,049,122.00	
GRAND TOTAL							
	0.00	0.00	205,286.17	-638.70	0.00	-205,286.17	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 BUILDING FEES FUND							
140 32200		BUILDING PERMITS					
	-753,000.00	-753,000.00	-201,705.18	-54,732.27	0.00	-551,294.82	26.8%
140 32202		BUILDING PERMIT-CONSTRUCTION					
	-300,000.00	-300,000.00	-87,439.20	-23,300.50	0.00	-212,560.80	29.1%
140 32203		BUILDING PERMIT-DEMOLITION					
	-4,000.00	-4,000.00	-2,067.00	-398.00	0.00	-1,933.00	51.7%
140 32206		BUILDING PERMIT-AFTER THE FACT					
	-25,000.00	-25,000.00	-14,896.00	-1,268.00	0.00	-10,104.00	59.6%
140 32207		BUILDING PERMIT-REINSPECTION					
	-3,500.00	-3,500.00	-2,170.00	-665.00	0.00	-1,330.00	62.0%
140 32208		BUILDING PERMIT-2ND REINSPECT					
	-100.00	-100.00	-700.00	-490.00	0.00	600.00	700.0%
140 32209		BUILDING PERMIT-3RD REINSPECT					
	0.00	0.00	-140.00	-140.00	0.00	140.00	100.0%
140 32211		BUILDING PERMIT-FENCING					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
140 32903		SIGN PERMITS					
	-3,000.00	-3,000.00	-1,328.00	-352.00	0.00	-1,672.00	44.3%
140 32905		ELECTRICAL PERMITS-GENERAL					
	-70,000.00	-70,000.00	-20,605.00	-7,160.00	0.00	-49,395.00	29.4%
140 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-5,000.00	-5,000.00	-2,700.00	-1,350.00	0.00	-2,300.00	54.0%
140 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-4,640.00	-1,680.00	0.00	-9,360.00	33.1%
140 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-1,875.00	-525.00	0.00	-4,125.00	31.3%
140 32911		MECHANICAL					
	-50,000.00	-50,000.00	-7,360.00	-2,080.00	0.00	-42,640.00	14.7%
140 32912		PLUMBING PERMITS					
	-25,000.00	-25,000.00	-9,850.00	-3,380.00	0.00	-15,150.00	39.4%
140 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	-25,000.00	-5,754.00	-2,177.00	0.00	-19,246.00	23.0%
140 32914		PERMIT/REVIEW FEES					
	0.00	0.00	150.00	0.00	0.00	-150.00	100.0%
140 32920		CDD COPIES MADE FEE					
	0.00	0.00	-10.00	0.00	0.00	10.00	100.0%
140 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	-468.26	0.00	0.00	-1,531.74	23.4%
140 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-300.00	-105.00	0.00	-700.00	30.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 36110	INTEREST						
	0.00	0.00	-6,389.03	-2,395.09	0.00	6,389.03	100.0%
140 36990	OTHER REVENUE						
	0.00	0.00	-100.00	-100.00	0.00	100.00	100.0%
140 38910	CASH BALANCE FORWARD						
	-2,364,282.00	-2,364,282.00	0.00	0.00	0.00	-2,364,282.00	.0%
140 51200	SALARIES						
	727,336.00	727,336.00	118,044.81	56,747.10	0.00	609,291.19	16.2%
140 51400	OVERTIME						
	10,000.00	10,000.00	43.71	0.00	0.00	9,956.29	.4%
140 52100	FICA						
	56,408.00	56,408.00	8,637.10	4,239.89	0.00	47,770.90	15.3%
140 52200	RETIREMENT						
	158,829.00	158,829.00	25,436.32	12,223.35	0.00	133,392.68	16.0%
140 52300	HEALTH INSUR						
	113,684.00	113,684.00	23,669.49	7,889.83	0.00	90,014.51	20.8%
140 52301	LIFE INSUR						
	4,020.00	4,020.00	645.31	229.36	0.00	3,374.69	16.1%
140 52400	WORKERS' COMP						
	6,677.00	6,677.00	1,668.00	556.00	0.00	5,009.00	25.0%
140 53100	PROFESSIONAL SERVICES						
	80,000.00	271,120.00	18,674.38	18,674.38	-8,861.00	261,306.62	3.6%
140 53400	CONTRACTUAL						
	369,852.00	362,353.00	14,095.80	550.84	0.00	348,257.20	3.9%
140 54000	TRAINING/TRAVEL						
	34,210.00	34,210.00	100.00	25.00	0.00	34,110.00	.3%
140 54100	COMM - PHONE/FAX/ALARM						
	876.00	876.00	35.00	17.48	0.00	841.00	4.0%
140 54101	COMMUNICATIONS-CELLULAR						
	8,000.00	8,000.00	1,708.64	1,016.21	0.00	6,291.36	21.4%
140 54103	COMMUNICATIONS-INTERNET						
	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	.0%
140 54500	INSURANCE						
	5,492.00	5,492.00	1,374.00	458.00	0.00	4,118.00	25.0%
140 54611	R/M FACILITIES						
	38,000.00	38,000.00	0.00	0.00	0.00	38,000.00	.0%
140 54620	R/M EQUIPMENT						
	685.00	685.00	0.00	0.00	0.00	685.00	.0%
140 54630	R/M VEHICLES-LABOR						
	4,000.00	4,000.00	847.50	75.00	0.00	3,152.50	21.2%
140 54640	R/M VEHICLES-PARTS						
	3,500.00	3,500.00	3,099.77	5.00	0.00	400.23	88.6%
140 54700	PRINTING						
	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 54934		LEGAL/CONTRACTUAL					
	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	.0%
140 55100		OFFICE SUPPLIES					
	5,000.00	5,000.00	836.58	573.83	0.00	4,163.42	16.7%
140 55200		OPERATING SUPPLIES					
	6,160.00	13,659.00	12,753.78	3,711.65	0.00	905.22	93.4%
140 55210		UNIFORMS					
	4,850.00	4,850.00	708.90	167.00	0.00	4,141.10	14.6%
140 55230		GAS/OIL					
	4,500.00	4,500.00	973.52	340.86	0.00	3,526.48	21.6%
140 55400		BOOKS/SUBS/DUES					
	21,000.00	21,000.00	671.00	430.00	0.00	20,329.00	3.2%
140 59990		RESERVE					
	1,954,478.00	1,763,358.00	0.00	0.00	0.00	1,763,358.00	.0%
TOTAL BUILDING FEES FUND	0.00	0.00	-136,323.06	5,632.92	-8,861.00	145,184.06	100.0%
TOTAL REVENUES	-3,651,882.00	-3,651,882.00	-370,346.67	-102,297.86	0.00	-3,281,535.33	
TOTAL EXPENSES	3,651,882.00	3,651,882.00	234,023.61	107,930.78	-8,861.00	3,426,719.39	
GRAND TOTAL	0.00	0.00	-136,323.06	5,632.92	-8,861.00	145,184.06	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110		INTEREST					
	-10,800.00	-10,800.00	-2,679.94	-1,039.15	0.00	-8,120.06	24.8%
145 36310		IMPACT FEES- INCORPORATED AREA					
	-464,200.00	-464,200.00	-103,980.80	-42,938.50	0.00	-360,219.20	22.4%
145 36311		IMPACT FEES- UNINCORPORATED					
	-72,531.00	-72,531.00	-916.32	-305.44	0.00	-71,614.68	1.3%
145 38910		CASH BALANCE FORWARD					
	-1,301,371.00	-1,301,371.00	0.00	0.00	0.00	-1,301,371.00	.0%
145 59230		TRANSFER TO UTIL ACQ DS					
	500,000.00	500,000.00	124,997.00	41,667.00	0.00	375,003.00	25.0%
145 59990		RESERVE					
	1,348,902.00	1,348,902.00	0.00	0.00	0.00	1,348,902.00	.0%
TOTAL WASTEWATER IMPACT	0.00	0.00	17,419.94	-2,616.09	0.00	-17,419.94	100.0%
TOTAL REVENUES	-1,848,902.00	-1,848,902.00	-107,577.06	-44,283.09	0.00	-1,741,324.94	
TOTAL EXPENSES	1,848,902.00	1,848,902.00	124,997.00	41,667.00	0.00	1,723,905.00	
GRAND TOTAL	0.00	0.00	17,419.94	-2,616.09	0.00	-17,419.94	100.0%

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City of Fernandina Beach
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FOR 2021 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36110		INTEREST					
	-2,000.00	-2,000.00	-414.62	-178.81	0.00	-1,585.38	20.7%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-191,800.00	-191,800.00	-40,220.46	-17,425.03	0.00	-151,579.54	21.0%
146 36311		IMPACT FEES- UNINCORPORATED					
	-59,937.00	-59,937.00	-1,523.29	-108.18	0.00	-58,413.71	2.5%
146 38910		CASH BALANCE FORWARD					
	-229,395.00	-229,395.00	0.00	0.00	0.00	-229,395.00	.0%
146 59230		TRANSFER TO UTIL ACQ DS					
	340,000.00	340,000.00	85,003.00	28,333.00	0.00	254,997.00	25.0%
146 59990		RESERVE					
	143,132.00	143,132.00	0.00	0.00	0.00	143,132.00	.0%
TOTAL WATER IMPACT							
	0.00	0.00	42,844.63	10,620.98	0.00	-42,844.63	100.0%
TOTAL REVENUES							
	-483,132.00	-483,132.00	-42,158.37	-17,712.02	0.00	-440,973.63	
TOTAL EXPENSES							
	483,132.00	483,132.00	85,003.00	28,333.00	0.00	398,129.00	
GRAND TOTAL							
	0.00	0.00	42,844.63	10,620.98	0.00	-42,844.63	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410		ELECTRIC MUNICIPAL TAX					
	-700,376.00	-700,376.00	-263,746.22	-97,746.22	0.00	-436,629.78	37.7%
150 31420		TELEPHONE MUNICIPAL TAX					
	-673,161.00	-673,161.00	-182,633.62	-62,121.50	0.00	-490,527.38	27.1%
150 31430		WATER MUNICIPAL TAX					
	0.00	0.00	16.05	0.00	0.00	-16.05	100.0%
150 31440		GAS MUNICIPAL TAX					
	-110,000.00	-110,000.00	-43,561.87	-20,448.27	0.00	-66,438.13	39.6%
150 36110		INTEREST					
	-1,000.00	-1,000.00	-961.03	-527.17	0.00	-38.97	96.1%
150 38910		CASH BALANCE FORWARD					
	-395,244.00	-395,244.00	0.00	0.00	0.00	-395,244.00	.0%
150 59100		TRANSFER TO GENERAL FUND					
	1,700,000.00	1,700,000.00	424,997.00	141,667.00	0.00	1,275,003.00	25.0%
150 59990		RESERVE					
	179,781.00	179,781.00	0.00	0.00	0.00	179,781.00	.0%
TOTAL UTILITY TAX							
	0.00	0.00	-65,889.69	-39,176.16	0.00	65,889.69	100.0%
TOTAL REVENUES							
	-1,879,781.00	-1,879,781.00	-490,886.69	-180,843.16	0.00	-1,388,894.31	
TOTAL EXPENSES							
	1,879,781.00	1,879,781.00	424,997.00	141,667.00	0.00	1,454,784.00	
GRAND TOTAL							
	0.00	0.00	-65,889.69	-39,176.16	0.00	65,889.69	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,000.00	-3,000.00	-1,120.00	-560.00	0.00	-1,880.00	37.3%
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-520.00	-280.00	0.00	-1,680.00	23.6%
170 34570		PERPETUAL CARE					
	-40,000.00	-40,000.00	-24,600.93	-7,543.02	0.00	-15,399.07	61.5%
170 34580		SALE OF LOTS					
	-75,000.00	-75,000.00	-43,997.50	-13,163.58	0.00	-31,002.50	58.7%
170 36110		INTEREST					
	-13,000.00	-13,000.00	-1,012.42	-333.32	0.00	-11,987.58	7.8%
170 36120		UNREALIZED GAIN					
	0.00	0.00	1,518.82	289.04	0.00	-1,518.82	100.0%
170 38101		FROM GENERAL FUND					
	-31,300.00	-31,300.00	-31,300.00	0.00	0.00	0.00	100.0%
170 38910		CASH BALANCE FORWARD					
	-33,495.00	-33,495.00	0.00	0.00	0.00	-33,495.00	.0%
170 38913		CASH BAL FOR RESTD CEMET					
	-1,091,247.00	-1,091,247.00	0.00	0.00	0.00	-1,091,247.00	.0%
170 51200		SALARIES					
	79,476.00	79,476.00	18,625.50	9,027.16	0.00	60,850.50	23.4%
170 51400		OVERTIME					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
170 52100		FICA					
	6,233.00	6,233.00	1,317.68	649.46	0.00	4,915.32	21.1%
170 52200		RETIREMENT					
	17,551.00	17,551.00	4,011.96	1,944.46	0.00	13,539.04	22.9%
170 52300		HEALTH INSUR					
	25,996.00	25,996.00	6,412.98	2,137.66	0.00	19,583.02	24.7%
170 52301		LIFE INSUR					
	444.00	444.00	111.39	37.13	0.00	332.61	25.1%
170 52400		WORKERS' COMP					
	2,623.00	2,623.00	657.00	219.00	0.00	1,966.00	25.0%
170 53200		AUDITING					
	2,265.00	2,265.00	567.00	189.00	0.00	1,698.00	25.0%
170 53400		CONTRACTUAL					
	10,838.00	10,838.00	381.75	83.19	0.00	10,456.25	3.5%
170 54101		COMMUNICATIONS-CELLULAR					
	200.00	200.00	10.07	7.46	0.00	189.93	5.0%
170 54300		UTILITIES ELECTRIC					
	3,800.00	3,800.00	221.88	110.73	0.00	3,578.12	5.8%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	24.39	11.96	0.00	975.61	2.4%
170 54500		INSURANCE					
	1,171.00	1,171.00	294.00	98.00	0.00	877.00	25.1%
170 54610		R/M BLDG & GROUNDS					
	13,000.00	13,000.00	39.33	39.33	0.00	12,960.67	.3%
170 54611		R/M FACILITIES					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
170 54620		R/M EQUIPMENT					
	2,000.00	2,000.00	100.95	0.00	0.00	1,899.05	5.0%
170 54630		R/M VEHICLES-LABOR					
	2,500.00	2,500.00	345.00	0.00	0.00	2,155.00	13.8%
170 54640		R/M VEHICLES-PARTS					
	2,000.00	2,000.00	623.60	0.00	0.00	1,376.40	31.2%
170 55200		OPERATING SUPPLIES					
	2,500.00	2,500.00	18.96	18.96	0.00	2,481.04	.8%
170 55210		UNIFORMS					
	1,200.00	1,200.00	405.98	0.00	0.00	794.02	33.8%
170 55230		GAS/OIL					
	3,000.00	3,000.00	663.39	171.48	0.00	2,336.61	22.1%
170 59990		RESERVE					
	15,698.00	15,698.00	0.00	0.00	0.00	15,698.00	.0%
170 59997		RESERVE REST'D FOR CEMETERY					
	1,091,247.00	1,091,247.00	0.00	0.00	0.00	1,091,247.00	.0%
TOTAL CEMETERY	0.00	0.00	-66,199.22	-6,845.90	0.00	66,199.22	100.0%
	TOTAL REVENUES						
	-1,289,242.00	-1,289,242.00	-101,032.03	-21,590.88	0.00	-1,188,209.97	
	TOTAL EXPENSES						
	1,289,242.00	1,289,242.00	34,832.81	14,744.98	0.00	1,254,409.19	
	GRAND TOTAL						
	0.00	0.00	-66,199.22	-6,845.90	0.00	66,199.22	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110		PROPERTY TAXES					
	-35,204.00	-35,204.00	0.00	0.00	0.00	-35,204.00	.0%
180 31117		PROPERTY TAXES-COUNTY					
	-44,659.00	-44,659.00	0.00	0.00	0.00	-44,659.00	.0%
180 36110		INTEREST					
	-500.00	-500.00	-93.32	-34.53	0.00	-406.68	18.7%
180 36991		PARKING REVENUE					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
180 38910		CASH BALANCE FORWARD					
	-48,095.00	-48,095.00	0.00	0.00	0.00	-48,095.00	.0%
180 59990		RESERVE					
	129,458.00	129,458.00	0.00	0.00	0.00	129,458.00	.0%
TOTAL COMM DEVELOP AREA							
	0.00	0.00	-93.32	-34.53	0.00	93.32	100.0%
TOTAL REVENUES							
	-129,458.00	-129,458.00	-93.32	-34.53	0.00	-129,364.68	
TOTAL EXPENSES							
	129,458.00	129,458.00	0.00	0.00	0.00	129,458.00	
GRAND TOTAL							
	0.00	0.00	-93.32	-34.53	0.00	93.32	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210		FEDERAL LAW ENFORCEMENT SUPP					
	-114,148.00	-114,148.00	-28,537.02	-9,512.34	0.00	-85,610.98	25.0%
190 36110		INTEREST					
	0.00	0.00	-140.58	-59.81	0.00	140.58	100.0%
190 38910		CASH BALANCE FORWARD					
	-47,576.00	-47,576.00	0.00	0.00	0.00	-47,576.00	.0%
190 53400		CONTRACTUAL					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
190 54000		TRAINING/TRAVEL					
	8,500.00	8,500.00	0.00	0.00	0.00	8,500.00	.0%
190 54921		UNDERCOVER					
	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
190 55200		OPERATING SUPPLIES					
	28,000.00	28,000.00	6,315.69	1,084.41	0.00	21,684.31	22.6%
190 56400		MACH/EQUIP					
	118,000.00	118,000.00	0.00	0.00	65,179.00	52,821.00	55.2%
190 59990		RESERVE					
	724.00	724.00	0.00	0.00	0.00	724.00	.0%
TOTAL LAW ENFORCE RECOVERY							
	0.00	0.00	-22,361.91	-8,487.74	65,179.00	-42,817.09	100.0%
TOTAL REVENUES							
	-161,724.00	-161,724.00	-28,677.60	-9,572.15	0.00	-133,046.40	
TOTAL EXPENSES							
	161,724.00	161,724.00	6,315.69	1,084.41	65,179.00	90,229.31	
GRAND TOTAL							
	0.00	0.00	-22,361.91	-8,487.74	65,179.00	-42,817.09	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 36110		INTEREST					
	0.00	0.00	-717.50	-313.04	0.00	717.50	100.0%
220 38101		FROM GENERAL FUND					
	-426,841.00	-426,841.00	-426,841.00	0.00	0.00	0.00	100.0%
220 38910		CASH BALANCE FORWARD					
	-4,464.00	-4,464.00	0.00	0.00	0.00	-4,464.00	.0%
220 57100		PRINCIPAL					
	417,000.00	417,000.00	0.00	0.00	0.00	417,000.00	.0%
220 57200		INTEREST					
	9,841.00	9,841.00	4,920.60	0.00	0.00	4,920.40	50.0%
220 59990		RESERVE					
	4,464.00	4,464.00	0.00	0.00	0.00	4,464.00	.0%
TOTAL BOND DEBT SERVICE							
	0.00	0.00	-422,637.90	-313.04	0.00	422,637.90	100.0%
TOTAL REVENUES							
	-431,305.00	-431,305.00	-427,558.50	-313.04	0.00	-3,746.50	
TOTAL EXPENSES							
	431,305.00	431,305.00	4,920.60	0.00	0.00	426,384.40	
GRAND TOTAL							
	0.00	0.00	-422,637.90	-313.04	0.00	422,637.90	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 36110		INTEREST					
	-5,800.00	-5,800.00	-1,208.71	-630.82	0.00	-4,591.29	20.8%
230 38140		FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-124,997.00	-41,667.00	0.00	-375,003.00	25.0%
230 38141		FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-85,003.00	-28,333.00	0.00	-254,997.00	25.0%
230 38145		FROM WASTEWATER					
	-417,513.00	-417,513.00	-104,376.00	-34,793.00	0.00	-313,137.00	25.0%
230 38146		FROM WATER					
	-1,496,879.00	-1,496,879.00	-374,219.00	-124,740.00	0.00	-1,122,660.00	25.0%
230 38910		CASH BALANCE FORWARD					
	-294,317.00	-294,317.00	0.00	0.00	0.00	-294,317.00	.0%
230 57100		PRINCIPAL					
	1,648,000.00	1,648,000.00	0.00	0.00	0.00	1,648,000.00	.0%
230 57200		INTEREST					
	1,106,392.00	1,106,392.00	0.00	0.00	0.00	1,106,392.00	.0%
230 59990		RESERVE					
	300,117.00	300,117.00	0.00	0.00	0.00	300,117.00	.0%
TOTAL UTILITY DEBT SERVICE							
	0.00	0.00	-689,803.71	-230,163.82	0.00	689,803.71	100.0%
TOTAL REVENUES							
	-3,054,509.00	-3,054,509.00	-689,803.71	-230,163.82	0.00	-2,364,705.29	
TOTAL EXPENSES							
	3,054,509.00	3,054,509.00	0.00	0.00	0.00	3,054,509.00	
GRAND TOTAL							
	0.00	0.00	-689,803.71	-230,163.82	0.00	689,803.71	100.0%

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FOR 2021 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33400		STATE GRANT					
	-275,300.00	-275,300.00	0.00	0.00	0.00	-275,300.00	.0%
300 33544		8TH CENT GAS TAX					
	-122,000.00	-122,000.00	-27,379.50	-9,126.50	0.00	-94,620.50	22.4%
300 33710		COUNTY GRANT					
	-74,700.00	-74,700.00	0.00	0.00	0.00	-74,700.00	.0%
300 36110		INTEREST					
	-8,000.00	-8,000.00	-1,792.19	-358.00	0.00	-6,207.81	22.4%
300 38101		FROM GENERAL FUND					
	-1,739,324.00	-1,739,324.00	-434,828.00	-144,944.00	0.00	-1,304,496.00	25.0%
300 38152		FROM UB					
	-10,700.00	-10,700.00	-2,675.01	-891.67	0.00	-8,024.99	25.0%
300 38410		LOAN PROCEEDS					
	-497,000.00	-497,000.00	-520,100.00	0.00	0.00	23,100.00	104.6%
300 38910		CASH BALANCE FORWARD					
	-542,020.00	-542,020.00	0.00	0.00	0.00	-542,020.00	.0%
TOTAL CAPITAL IMPROVEMENT							
	-3,269,044.00	-3,269,044.00	-986,774.70	-155,320.17	0.00	-2,282,269.30	30.2%
TOTAL REVENUES							
	-3,269,044.00	-3,269,044.00	-986,774.70	-155,320.17	0.00	-2,282,269.30	
GRAND TOTAL							
	-3,269,044.00	-3,269,044.00	-986,774.70	-155,320.17	0.00	-2,282,269.30	30.2%

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT						
3001000 56200	BUILDING					
80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	.0%
3001000 57100	PRINCIPAL					
619,412.00	619,412.00	46,607.95	0.00	0.00	572,804.05	7.5%
3001000 57200	INTEREST					
18,191.00	18,191.00	675.78	0.00	0.00	17,515.22	3.7%
3001000 57310	BOND EXPENSE					
700.00	700.00	0.00	0.00	0.00	700.00	.0%
3001000 59990	RESERVE					
17,741.00	17,741.00	0.00	0.00	0.00	17,741.00	.0%
TOTAL GENERAL GOVERNMENT						
736,044.00	736,044.00	47,283.73	0.00	0.00	688,760.27	6.4%
TOTAL EXPENSES						
736,044.00	736,044.00	47,283.73	0.00	0.00	688,760.27	
3001310 CAP IMP IT						
3001310 56400	EQUIPMENT					
110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	.0%
TOTAL CAP IMP IT						
110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	.0%
TOTAL EXPENSES						
110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	
3002200 CAP IMP FIRE						
3002200 56400	MACH/EQUIP					
497,000.00	497,000.00	231,523.00	0.00	19,214.41	246,262.59	50.5%
TOTAL CAP IMP FIRE						
497,000.00	497,000.00	231,523.00	0.00	19,214.41	246,262.59	50.5%
TOTAL EXPENSES						
497,000.00	497,000.00	231,523.00	0.00	19,214.41	246,262.59	
3004100 CAP IMP STREETS						
3004100 56311	SIDEWALKS-GENL/MISC					

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3004100 CAP IMP STREETS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3004100 56312	110,000.00	110,000.00	14,870.94	0.00	0.00	95,129.06	13.5%
	STREET STRIPING						
3004100 56320	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	.0%
	STREET PAVNG/RESURFACING-CAPIT						
3004100 56400	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	.0%
	MACH/EQUIP						
3004100 56500	75,000.00	75,000.00	75,000.00	0.00	0.00	0.00	100.0%
	INFRASTRUCTURE						
	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
TOTAL CAP IMP STREETS	880,000.00	880,000.00	89,870.94	0.00	0.00	790,129.06	10.2%
	TOTAL EXPENSES						
	880,000.00	880,000.00	89,870.94	0.00	0.00	790,129.06	
3007200 CAP IMP REC							
3007200 56300	65,000.00	65,000.00	4,181.47	0.00	55,000.00	5,818.53	91.0%
	IMPROVEMENTS						
3007200 56327	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	.0%
	BEACH MONITORING/REPORTING						
3007200 56331	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	.0%
	BEACH RENOUR / ENGINEERING						
TOTAL CAP IMP REC	165,000.00	165,000.00	4,181.47	0.00	55,000.00	105,818.53	35.9%
	TOTAL EXPENSES						
	165,000.00	165,000.00	4,181.47	0.00	55,000.00	105,818.53	
3007210 PARKS IMPROVEMENTS							
3007210 56300	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
	IMPROVEMENTS						
TOTAL PARKS IMPROVEMENTS	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
	TOTAL EXPENSES						
	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	
3007220 CAP IMP PECK							
3007220 56300	800,000.00	800,000.00	25.00	0.00	44,102.01	755,872.99	5.5%
	IMPROVEMENTS						



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3007220	CAP IMP PECK						
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	TOTAL CAP IMP PECK						
	800,000.00	800,000.00	25.00	0.00	44,102.01	755,872.99	5.5%
	TOTAL EXPENSES						
	800,000.00	800,000.00	25.00	0.00	44,102.01	755,872.99	
3007225 MLK CENTER							
3007225	56300	IMPROVEMENTS					
	31,000.00	31,000.00	32.09	0.00	0.00	30,967.91	.1%
	TOTAL MLK CENTER						
	31,000.00	31,000.00	32.09	0.00	0.00	30,967.91	.1%
	TOTAL EXPENSES						
	31,000.00	31,000.00	32.09	0.00	0.00	30,967.91	
	GRAND TOTAL						
	3,269,044.00	3,269,044.00	372,916.23	0.00	118,316.42	2,777,811.35	15.0%

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Revenues	(\$ 986,774)
Expenses	\$ 372,916
Net	(\$ 613,858)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION						
310 33323	FDOT GRANT					
-500,000.00	-500,000.00	0.00	0.00	0.00	-500,000.00	.0%
310 36110	INTEREST					
-10,000.00	-10,000.00	-7,642.46	-2,862.60	0.00	-2,357.54	76.4%
TOTAL CAPITAL EXPANSION						
-510,000.00	-510,000.00	-7,642.46	-2,862.60	0.00	-502,357.54	1.5%
TOTAL REVENUES						
-510,000.00	-510,000.00	-7,642.46	-2,862.60	0.00	-502,357.54	
3101000 CAP EXP ADMIN						
3101000 32410	IMPACT FEES ADMIN					
-100,000.00	-100,000.00	-50,203.43	-12,066.89	0.00	-49,796.57	50.2%
3101000 38910	CASH BALANCE FORWARD					
-1,030,059.00	-1,030,059.00	0.00	0.00	0.00	-1,030,059.00	.0%
TOTAL CAP EXP ADMIN						
-1,130,059.00	-1,130,059.00	-50,203.43	-12,066.89	0.00	-1,079,855.57	4.4%
TOTAL REVENUES						
-1,130,059.00	-1,130,059.00	-50,203.43	-12,066.89	0.00	-1,079,855.57	
3102100 CAP EXP POLICE						
3102100 32421	IMPACT FEES POLICE					
-60,000.00	-60,000.00	-30,076.47	-7,191.11	0.00	-29,923.53	50.1%
3102100 38910	CASH BALANCE FORWARD					
-320,572.00	-320,572.00	0.00	0.00	0.00	-320,572.00	.0%
TOTAL CAP EXP POLICE						
-380,572.00	-380,572.00	-30,076.47	-7,191.11	0.00	-350,495.53	7.9%
TOTAL REVENUES						
-380,572.00	-380,572.00	-30,076.47	-7,191.11	0.00	-350,495.53	
3102200 CAP EXP FIRE						
3102200 32422	IMPACT FEES FIRE					
-80,000.00	-80,000.00	-41,013.36	-9,806.04	0.00	-38,986.64	51.3%



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3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3102200 38910	CASH BALANCE FORWARD						
	-538,797.00	-538,797.00	0.00	0.00	0.00	-538,797.00	.0%
TOTAL CAP EXP FIRE	-618,797.00	-618,797.00	-41,013.36	-9,806.04	0.00	-577,783.64	6.6%
	TOTAL REVENUES						
	-618,797.00	-618,797.00	-41,013.36	-9,806.04	0.00	-577,783.64	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-650,000.00	-650,000.00	-294,538.30	-77,684.39	0.00	-355,461.70	45.3%
3107200 38910	CASH BALANCE FORWARD						
	-1,556,032.00	-1,556,032.00	0.00	0.00	0.00	-1,556,032.00	.0%
TOTAL CAP EXP RECREATION	-2,206,032.00	-2,206,032.00	-294,538.30	-77,684.39	0.00	-1,911,493.70	13.4%
	TOTAL REVENUES						
	-2,206,032.00	-2,206,032.00	-294,538.30	-77,684.39	0.00	-1,911,493.70	
	GRAND TOTAL						
	-4,845,460.00	-4,845,460.00	-423,474.02	-109,611.03	0.00	-4,421,985.98	8.7%

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



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3107200 CAP EXP RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 56200	BUILDING						
	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	.0%
3107200 56300	IMPROVEMENTS						
	708,000.00	708,000.00	70,527.99	68,841.49	20,341.60	617,130.41	12.8%
3107200 59990	RESERVE						
	517,548.00	517,548.00	0.00	0.00	0.00	517,548.00	.0%
TOTAL CAP EXP RECREATION							
	2,210,548.00	2,210,548.00	70,527.99	68,841.49	20,341.60	2,119,678.41	4.1%
TOTAL EXPENSES							
	2,210,548.00	2,210,548.00	70,527.99	68,841.49	20,341.60	2,119,678.41	
GRAND TOTAL							
	4,845,460.00	4,845,460.00	70,527.99	68,841.49	20,341.60	4,754,590.41	1.9%

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See next schedule for balances by Function.
The total is based on actual expenses and
not budgeted projects.

CAPITAL EXPANSION FUND

	FY19-20 BALANCE FORWARD	FY20-21 REVENUE	FY20-21 INTEREST	FY20-21 EXPENSES	FY20-21 BALANCE FORWARD
POLICE	291,672.73	30,076.47	446.45	-	322,195.65
FIRE	827,881.00	41,013.36	1,267.20	-	870,161.56
SANITATION	-	-	-	-	-
RECREATION/PARKS	2,810,797.50	294,538.30	4,302.38	70,527.99	3,039,110.19
ADMINISTRATION	1,062,575.50	50,203.43	1,626.44	-	1,114,405.37
	4,992,926.73	415,831.56	7,642.47	70,527.99	5,345,872.77
			423,474.03		



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110		INTEREST					
	-45,000.00	-45,000.00	-15,176.63	-5,932.53	0.00	-29,823.37	33.7%
330 36120		UNREALIZED GAIN					
	0.00	0.00	712.33	185.25	0.00	-712.33	100.0%
330 38145		FROM WASTEWATER					
	-1,500,000.00	-1,500,000.00	-375,000.00	-125,000.00	0.00	-1,125,000.00	25.0%
330 38910		CASH BALANCE FORWARD					
	-6,549,066.00	-6,549,066.00	0.00	0.00	0.00	-6,549,066.00	.0%
330 59990		RESERVE					
	8,094,066.00	8,094,066.00	0.00	0.00	0.00	8,094,066.00	.0%
TOTAL WASTEWATER IMPROVEMENT	0.00	0.00	-389,464.30	-130,747.28	0.00	389,464.30	100.0%
		TOTAL REVENUES					
	-8,094,066.00	-8,094,066.00	-389,464.30	-130,747.28	0.00	-7,704,601.70	
		TOTAL EXPENSES					
	8,094,066.00	8,094,066.00	0.00	0.00	0.00	8,094,066.00	
	GRAND TOTAL	0.00	-389,464.30	-130,747.28	0.00	389,464.30	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 34710		GREEN FEES					
	-317,399.00	-317,399.00	-83,393.87	-28,195.85	0.00	-234,005.13	26.3%
410 34713		GOLF CARTS					
	-472,022.00	-472,022.00	-92,685.15	-30,002.90	0.00	-379,336.85	19.6%
410 34714		RANGE FEES					
	-127,926.00	-127,926.00	-1,377.00	-348.00	0.00	-126,549.00	1.1%
410 34715		PRO SHOP SALES					
	-80,771.00	-80,771.00	-15,166.30	-5,520.03	0.00	-65,604.70	18.8%
410 34716		SNACK BAR SALES					
	-391,952.00	-391,952.00	-40,233.47	-10,566.25	0.00	-351,718.53	10.3%
410 34718		FACILITY RENTAL					
	-43,525.00	-43,525.00	-2,286.89	-19.10	0.00	-41,238.11	5.3%
410 34719		SCHOOL OF GOLF					
	-2,400.00	-2,400.00	0.00	0.00	0.00	-2,400.00	.0%
410 34733		MEMBERSHIPS					
	-135,617.00	-135,617.00	-90,901.14	-2,775.00	0.00	-44,715.86	67.0%
410 36990		OTHER REVENUE					
	-24,260.00	-24,260.00	-13,352.19	-2,234.92	0.00	-10,907.81	55.0%
410 38101		FROM GENERAL FUND					
	-220,000.00	-220,000.00	-55,003.00	-18,333.00	0.00	-164,997.00	25.0%
410 38910		CASH BALANCE FORWARD					
	1,230,902.00	1,230,902.00	0.00	0.00	0.00	1,230,902.00	.0%
410 52350		OPEB COSTS					
	794.00	794.00	198.00	66.00	0.00	596.00	24.9%
410 53100		PROFESSIONAL SERVICES					
	7,525.00	7,525.00	0.00	0.00	0.00	7,525.00	.0%
410 53200		AUDITING					
	6,975.00	6,975.00	1,743.00	581.00	0.00	5,232.00	25.0%
410 53400		CONTRACTUAL					
	708,896.00	708,896.00	160,033.59	56,671.89	0.00	548,862.41	22.6%
410 54000		TRAINING/TRAVEL					
	1,710.00	1,710.00	1,222.66	822.81	0.00	487.34	71.5%
410 54100		COMM - PHONE/FAX/ALARM					
	1,824.00	1,824.00	185.19	132.63	0.00	1,638.81	10.2%
410 54101		COMMUNICATIONS-CELLULAR					
	2,340.00	2,340.00	735.00	420.00	0.00	1,605.00	31.4%
410 54103		COMMUNICATIONS-INTERNET					
	5,500.00	5,500.00	919.99	313.33	0.00	4,580.01	16.7%
410 54200		POSTAGE					
	300.00	300.00	77.46	22.27	0.00	222.54	25.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54300		UTILITIES ELECTRIC					
	66,600.00	66,600.00	15,387.55	5,563.49	0.00	51,212.45	23.1%
410 54310		UTILITIES-WATER & WASTEWATER					
	10,200.00	10,200.00	1,888.69	681.92	0.00	8,311.31	18.5%
410 54400		RENTALS/LEASES					
	24,000.00	24,000.00	2,002.86	560.28	0.00	21,997.14	8.3%
410 54500		INSURANCE					
	23,671.00	23,671.00	4,787.59	1,595.87	0.00	18,883.41	20.2%
410 54610		R/M BLDG & GROUNDS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
410 54611		R/M FACILITIES					
	5,300.00	5,300.00	1,894.79	783.73	0.00	3,405.21	35.8%
410 54620		R/M EQUIPMENT					
	27,600.00	27,600.00	6,910.78	1,494.91	0.00	20,689.22	25.0%
410 54630		R/M VEHICLES-LABOR					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
410 54640		R/M VEHICLES-PARTS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
410 54800		PROMOTIONAL					
	40,200.00	40,200.00	9,690.42	1,278.58	0.00	30,509.58	24.1%
410 55100		OFFICE SUPPLIES					
	1,200.00	1,200.00	170.28	0.00	0.00	1,029.72	14.2%
410 55200		OPERATING SUPPLIES					
	194,575.00	194,575.00	57,354.53	12,225.61	0.00	137,220.47	29.5%
410 55210		UNIFORMS					
	6,000.00	6,000.00	1,476.92	505.06	0.00	4,523.08	24.6%
410 55230		GAS/OIL					
	33,200.00	33,200.00	5,215.26	1,922.37	0.00	27,984.74	15.7%
410 55400		BOOKS/SUBS/DUES					
	7,459.00	7,459.00	906.50	71.50	0.00	6,552.50	12.2%
410 55545		PRO SHOP COST OF SALES					
	50,078.00	50,078.00	10,515.23	4,183.65	0.00	39,562.77	21.0%
410 55550		F&B COST OF SALES					
	178,582.00	178,582.00	23,031.20	6,555.57	0.00	155,550.80	12.9%
410 55555		F&B PERSONNEL COSTS					
	132,979.00	132,979.00	25,840.90	7,393.33	0.00	107,138.10	19.4%
410 56300		IMPROVEMENTS					
	460,100.00	460,100.00	202,869.15	75,700.00	-164,602.78	421,833.63	8.3%
410 56400		MACH/EQUIP					
	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	.0%
410 57100		PRINCIPAL					
	116,931.00	116,931.00	0.00	0.00	0.00	116,931.00	.0%
410 57200		INTEREST					
	1,595.00	1,595.00	54.92	0.00	0.00	1,540.08	3.4%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 59990							
	-1,607,664.00	RESERVE -1,607,664.00	0.00	0.00	0.00	-1,607,664.00	.0%
TOTAL GOLF	0.00	0.00	140,713.45	81,550.75	-164,602.78	23,889.33	100.0%
	TOTAL REVENUES -584,970.00	-584,970.00	-394,399.01	-97,995.05	0.00	-190,570.99	
	TOTAL EXPENSES 584,970.00	584,970.00	535,112.46	179,545.80	-164,602.78	214,460.32	
	GRAND TOTAL 0.00	0.00	140,713.45	81,550.75	-164,602.78	23,889.33	100.0%

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Golf	Budget		Dec YTD	
Pro Shop Sales	82,771.00		15,166.30	
Cost of Good Sold	<u>50,078.00</u>		<u>10,515.23</u>	
Profit/(Loss)	32,693.00	66.3%	4,651.07	44.2%
Golf	Budget		Dec YTD	
F&B Sales	391,952.00		40,233.47	
Cost of Good Sold	<u>311,561.00</u>		<u>48,872.10</u>	
Profit/(Loss)	80,391.00	25.8%	(8,636.63)	(17.7%)

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220		FAA GRANT					
	-2,680,100.00	-2,680,100.00	-1,662,014.65	-1,387,443.90	0.00	-1,018,085.35	62.0%
420 33323		FDOT GRANT					
	-1,042,073.00	-1,042,073.00	-180,915.30	-2,500.00	0.00	-861,157.70	17.4%
420 34704		RENTALS NON-TAXABLE					
	-200.00	-200.00	-840.00	-700.00	0.00	640.00	420.0%
420 34720		RENTALS					
	-1,200.00	-1,200.00	-505.00	-70.00	0.00	-695.00	42.1%
420 34970		FUEL FLOW FEES					
	-24,800.00	-24,800.00	-6,368.56	-1,268.96	0.00	-18,431.44	25.7%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-50,161.00	-50,161.00	-19,187.25	-6,395.75	0.00	-30,973.75	38.3%
420 34972		BUILDING LEASE					
	0.00	0.00	-1,299.99	-433.33	0.00	1,299.99	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-51,850.59	-23,773.93	0.00	-154,109.41	25.2%
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-42,295.00	-42,295.00	-9,491.58	-3,163.86	0.00	-32,803.42	22.4%
420 34975		RENT/LEASE PAYMENTS					
	-310,000.00	-310,000.00	-68,236.59	-22,201.21	0.00	-241,763.41	22.0%
420 34976		8 FLAGS RENT (TAXABLE)					
	-67,017.00	-67,017.00	-13,968.57	-4,656.13	0.00	-53,048.43	20.8%
420 34978		8 FLAGS RENT NON-TAXABLE					
	-50,266.00	-50,266.00	-15,273.51	-5,131.49	0.00	-34,992.49	30.4%
420 34979		TRANSIENT REVENUE					
	0.00	0.00	-2,015.00	0.00	0.00	2,015.00	100.0%
420 36110		INTEREST					
	0.00	0.00	-1,097.74	-351.63	0.00	1,097.74	100.0%
420 36990		OTHER REVENUE					
	-103,089.00	-103,089.00	-3,805.00	-1,885.00	0.00	-99,284.00	3.7%
420 36991		AIRCRAFT PARKING REVENUE					
	-2,004.00	-2,004.00	0.00	0.00	0.00	-2,004.00	.0%
420 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-500.00	0.00	0.00	500.00	100.0%
420 38910		CASH BALANCE FORWARD					
	-734,865.00	-734,865.00	0.00	0.00	0.00	-734,865.00	.0%
420 51200		SALARIES					
	135,272.00	135,272.00	32,086.66	15,503.10	0.00	103,185.34	23.7%
420 51350		PART-TIME					
	15,080.00	15,080.00	0.00	0.00	0.00	15,080.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 52100		FICA					
	11,502.00	11,502.00	2,261.55	1,117.97	0.00	9,240.45	19.7%
420 52200		RETIREMENT					
	29,138.00	29,138.00	6,911.45	3,339.36	0.00	22,226.55	23.7%
420 52300		HEALTH INSUR					
	28,906.00	28,906.00	7,143.12	2,381.04	0.00	21,762.88	24.7%
420 52301		LIFE INSUR					
	744.00	744.00	188.94	63.92	0.00	555.06	25.4%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	438.00	146.00	0.00	1,318.00	24.9%
420 52400		WORKERS' COMP					
	1,341.00	1,341.00	333.00	111.00	0.00	1,008.00	24.8%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	1,000.00	1,000.00	0.00	24,000.00	4.0%
420 53200		AUDITING					
	6,795.00	6,795.00	1,698.00	566.00	0.00	5,097.00	25.0%
420 53400		CONTRACTUAL					
	49,880.00	49,880.00	8,897.44	932.69	0.00	40,982.56	17.8%
420 54000		TRAINING/TRAVEL					
	3,210.00	3,210.00	0.00	0.00	0.00	3,210.00	.0%
420 54100		COMM - PHONE/FAX/ALARM					
	2,388.00	2,388.00	315.00	157.32	0.00	2,073.00	13.2%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	306.00	204.00	0.00	1,694.00	15.3%
420 54103		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	556.50	185.50	0.00	5,193.50	9.7%
420 54200		POSTAGE					
	100.00	100.00	6.58	0.00	0.00	93.42	6.6%
420 54300		UTILITIES ELECTRIC					
	42,000.00	42,000.00	4,065.35	1,968.54	0.00	37,934.65	9.7%
420 54310		UTILITIES-WATER & WASTEWATER					
	13,400.00	13,400.00	1,398.59	683.03	0.00	12,001.41	10.4%
420 54500		INSURANCE					
	66,499.00	66,499.00	16,629.00	5,543.00	0.00	49,870.00	25.0%
420 54610		R/M BLDG & GROUNDS					
	175,000.00	175,000.00	13,497.51	4,900.92	0.00	161,502.49	7.7%
420 54611		R/M FACILITIES					
	7,500.00	7,500.00	3.36	0.00	0.00	7,496.64	.0%
420 54620		R/M EQUIPMENT					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
420 54630		R/M VEHICLES-LABOR					
	7,000.00	7,000.00	750.00	0.00	0.00	6,250.00	10.7%
420 54640		R/M VEHICLES-PARTS					
	7,000.00	7,000.00	3,992.65	249.94	0.00	3,007.35	57.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54700		PRINTING					
	650.00	650.00	0.00	0.00	0.00	650.00	.0%
420 54800		PROMOTIONAL					
	750.00	750.00	0.00	0.00	0.00	750.00	.0%
420 54910		BILLING COSTS					
	7,300.00	7,300.00	1,824.00	608.00	0.00	5,476.00	25.0%
420 55100		OFFICE SUPPLIES					
	4,800.00	4,800.00	24.88	0.00	0.00	4,775.12	.5%
420 55200		OPERATING SUPPLIES					
	1,940.00	1,940.00	833.94	0.00	0.00	1,106.06	43.0%
420 55210		UNIFORMS					
	400.00	400.00	43.00	43.00	0.00	357.00	10.8%
420 55230		GAS/OIL					
	7,000.00	7,000.00	1,634.47	267.12	0.00	5,365.53	23.3%
420 55400		BOOKS/SUBS/DUES					
	525.00	525.00	330.00	0.00	0.00	195.00	62.9%
420 56300		IMPROVEMENTS					
	4,350,967.00	4,350,967.00	1,851,812.05	1,402,119.50	-1,839,391.45	4,338,546.40	.3%
420 56400		MACH/EQUIP					
	30,000.00	30,000.00	25,000.00	0.00	0.00	5,000.00	83.3%
420 56401		EQUIP-NON CAPITAL					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 57100		PRINCIPAL					
	82,000.00	82,000.00	0.00	0.00	0.00	82,000.00	.0%
420 57200		INTEREST					
	33,322.00	33,322.00	0.00	0.00	0.00	33,322.00	.0%
420 59990		RESERVE					
	154,615.00	154,615.00	0.00	0.00	0.00	154,615.00	.0%
TOTAL AIRPORT	0.00	0.00	-53,388.29	-17,884.24	-1,839,391.45	1,892,779.74	100.0%
TOTAL REVENUES	-5,314,030.00	-5,314,030.00	-2,037,369.33	-1,459,975.19	0.00	-3,276,660.67	
TOTAL EXPENSES	5,314,030.00	5,314,030.00	1,983,981.04	1,442,090.95	-1,839,391.45	5,169,440.41	
GRAND TOTAL	0.00	0.00	-53,388.29	-17,884.24	-1,839,391.45	1,892,779.74	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 34340		GARBAGE FEES					
440 36110	-2,621,800.00	-2,621,800.00	-679,826.63	-220,034.14	0.00	-1,941,973.37	25.9%
440 36990	0.00	INTEREST	-105.24	-39.47	0.00	105.24	100.0%
440 38910	-37,000.00	OTHER REVENUE	-2,170.93	-2,170.93	0.00	-34,829.07	5.9%
440 53200	-280,287.00	CASH BALANCE FORWARD	0.00	0.00	0.00	-280,287.00	.0%
440 53400	6,795.00	AUDITING	1,698.00	566.00	0.00	5,097.00	25.0%
440 53440	138,200.00	CONTRACTUAL	13,535.11	4,914.37	0.00	124,664.89	9.8%
440 53444	2,383,216.00	SANITATION SERVICES EXPENSE	406,241.10	189,148.95	0.00	1,976,974.90	17.0%
440 54610	20,000.00	RECYCLING SERVICES	20,000.00	0.00	0.00	0.00	100.0%
440 54910	5,000.00	R/M BLDG & GROUNDS	0.00	0.00	0.00	5,000.00	.0%
440 55644	92,000.00	BILLING COSTS	23,001.00	7,667.00	0.00	68,999.00	25.0%
440 56401	5,000.00	NON PROFIT KNB	0.00	0.00	0.00	5,000.00	.0%
440 59100	12,000.00	NON CAP EQUIP	0.00	0.00	0.00	12,000.00	.0%
440 59990	136,000.00	TRANSFER TO GENERAL FUND	34,003.00	11,333.00	0.00	101,997.00	25.0%
	140,876.00	RESERVE	0.00	0.00	0.00	140,876.00	.0%
TOTAL SANITATION							
	0.00	0.00	-183,624.59	-8,615.22	0.00	183,624.59	100.0%
	-2,939,087.00	TOTAL REVENUES	-682,102.80	-222,244.54	0.00	-2,256,984.20	
	2,939,087.00	TOTAL EXPENSES	498,478.21	213,629.32	0.00	2,440,608.79	
	0.00	GRAND TOTAL	-183,624.59	-8,615.22	0.00	183,624.59	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
450 34345		WASTEWATER CHARGES					
	-5,289,112.00	-5,289,112.00	-1,368,065.62	-459,689.87	0.00	-3,921,046.38	25.9%
450 34530		SEPTIC DUMPING					
	-40,000.00	-40,000.00	-12,493.60	-5,207.20	0.00	-27,506.40	31.2%
450 34535		WASTEWATER TAP FEES					
	-31,250.00	-31,250.00	-10,000.00	-6,000.00	0.00	-21,250.00	32.0%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	-5,000.00	-5,000.00	-3,050.00	-800.00	0.00	-1,950.00	61.0%
450 36110		INTEREST					
	-90,000.00	-90,000.00	-22,699.13	-8,502.51	0.00	-67,300.87	25.2%
450 36120		UNREALIZED GAIN					
	0.00	0.00	712.33	185.25	0.00	-712.33	100.0%
450 36990		OTHER REVENUE					
	-3,000.00	-3,000.00	-1,100.00	0.00	0.00	-1,900.00	36.7%
450 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-1,816.22	-1,816.22	0.00	1,816.22	100.0%
450 38910		CASH BALANCE FORWARD					
	-6,037,004.00	-6,037,004.00	0.00	0.00	0.00	-6,037,004.00	.0%
450 51200		SALARIES					
	594,001.00	594,001.00	137,335.71	58,242.94	0.00	456,665.29	23.1%
450 51350		PART-TIME					
	32,644.00	32,644.00	9,595.69	4,100.65	0.00	23,048.31	29.4%
450 51400		OVERTIME					
	110,000.00	110,000.00	24,765.39	13,637.31	0.00	85,234.61	22.5%
450 52100		FICA					
	56,353.00	56,353.00	12,569.04	5,653.80	0.00	43,783.96	22.3%
450 52200		RETIREMENT					
	151,643.00	151,643.00	33,587.97	14,586.69	0.00	118,055.03	22.1%
450 52300		HEALTH INSUR					
	157,043.00	157,043.00	35,064.55	10,499.34	0.00	121,978.45	22.3%
450 52301		LIFE INSUR					
	3,252.00	3,252.00	727.80	224.89	0.00	2,524.20	22.4%
450 52350		OPEB COSTS					
	15,361.00	15,361.00	3,840.00	1,280.00	0.00	11,521.00	25.0%
450 52400		WORKERS' COMP					
	9,787.00	9,787.00	2,448.00	816.00	0.00	7,339.00	25.0%
450 53200		AUDITING					
	14,345.00	14,345.00	3,585.00	1,195.00	0.00	10,760.00	25.0%
450 53400		CONTRACTUAL					
	251,327.00	251,327.00	16,246.40	7,032.87	0.00	235,080.60	6.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54000		TRAINING/TRAVEL					
	16,375.00	16,375.00	375.00	300.00	0.00	16,000.00	2.3%
450 54100		COMM - PHONE/FAX/ALARM					
	3,612.00	3,612.00	142.17	70.97	0.00	3,469.83	3.9%
450 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	364.83	163.72	0.00	4,635.17	7.3%
450 54103		COMMUNICATIONS-INTERNET					
	3,635.00	3,635.00	909.77	325.27	0.00	2,725.23	25.0%
450 54200		POSTAGE					
	3,000.00	3,000.00	81.05	25.78	0.00	2,918.95	2.7%
450 54300		UTILITIES ELECTRIC					
	189,000.00	189,000.00	34,005.13	18,838.34	0.00	154,994.87	18.0%
450 54310		UTILITIES-WATER & WASTEWATER					
	35,000.00	35,000.00	2,391.43	1,651.64	0.00	32,608.57	6.8%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54500		INSURANCE					
	24,246.00	24,246.00	6,063.00	2,021.00	0.00	18,183.00	25.0%
450 54610		R/M BLDG & GROUNDS					
	22,500.00	22,500.00	4,954.08	0.00	0.00	17,545.92	22.0%
450 54611		R/M FACILITIES					
	9,500.00	9,500.00	3,817.12	317.28	0.00	5,682.88	40.2%
450 54620		R/M EQUIPMENT					
	113,500.00	113,500.00	12,697.73	5,682.55	0.00	100,802.27	11.2%
450 54630		R/M VEHICLES-LABOR					
	26,000.00	26,000.00	3,892.50	2,610.00	0.00	22,107.50	15.0%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	4,968.15	2,436.50	0.00	35,031.85	12.4%
450 54910		BILLING COSTS					
	200,000.00	200,000.00	50,001.00	16,667.00	0.00	149,999.00	25.0%
450 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	56,250.00	18,750.00	0.00	168,750.00	25.0%
450 55100		OFFICE SUPPLIES					
	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	.0%
450 55200		OPERATING SUPPLIES					
	198,955.00	198,955.00	23,104.49	9,444.88	0.00	175,850.51	11.6%
450 55210		UNIFORMS					
	10,525.00	10,525.00	2,789.74	397.46	0.00	7,735.26	26.5%
450 55220		JANITORIAL SUPPLIES					
	1,500.00	1,500.00	423.73	423.73	0.00	1,076.27	28.2%
450 55230		GAS/OIL					
	30,000.00	30,000.00	4,493.81	1,609.74	0.00	25,506.19	15.0%
450 55240		CHEMICALS					
	70,000.00	70,000.00	9,941.56	3,081.80	0.00	60,058.44	14.2%

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450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	.0%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	280.00	0.00	0.00	1,620.00	14.7%
450 56300		IMPROVEMENTS					
	850,000.00	850,000.00	19,818.16	1,915.06	51,600.15	778,581.69	8.4%
450 56400		MACH/EQUIP					
	104,000.00	104,000.00	8,437.25	8,437.25	11,350.00	84,212.75	19.0%
450 56401		EQUIP-NON CAPITAL					
	23,500.00	23,500.00	3,098.05	3,098.05	0.00	20,401.95	13.2%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	90,000.00	30,000.00	0.00	270,000.00	25.0%
450 59230		TRANSFER TO UTIL ACQ DS					
	417,513.00	417,513.00	104,376.00	34,793.00	0.00	313,137.00	25.0%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	375,000.00	125,000.00	0.00	1,125,000.00	25.0%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	150,000.00	50,000.00	0.00	450,000.00	25.0%
450 59990		RESERVE					
	4,998,449.00	4,998,449.00	0.00	0.00	0.00	4,998,449.00	.0%
TOTAL WASTEWATER	0.00	0.00	-166,070.94	-26,500.04	62,950.15	103,120.79	100.0%
TOTAL REVENUES	-11,495,366.00	-11,495,366.00	-1,418,512.24	-481,830.55	0.00	-10,076,853.76	
TOTAL EXPENSES	11,495,366.00	11,495,366.00	1,252,441.30	455,330.51	62,950.15	10,179,974.55	
GRAND TOTAL	0.00	0.00	-166,070.94	-26,500.04	62,950.15	103,120.79	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
460 34346		WATER CHARGES					
460 34610	-4,233,544.00	-4,233,544.00	-1,014,681.40	-342,440.53	0.00	-3,218,862.60	24.0%
460 34620	-53,560.00	-53,560.00	-13,000.00	-6,250.00	0.00	-40,560.00	24.3%
460 34621	-37,801.00	-37,801.00	-4,083.39	-827.51	0.00	-33,717.61	10.8%
460 34910	-30,000.00	-30,000.00	65.00	0.00	0.00	-30,065.00	-.2%
460 36110	-10,712.00	-10,712.00	-2,250.00	-575.00	0.00	-8,462.00	21.0%
460 36120	-79,745.00	-79,745.00	-9,738.30	-4,311.39	0.00	-70,006.70	12.2%
460 36323	0.00	0.00	733.89	190.85	0.00	-733.89	100.0%
460 36990	-24,720.00	-24,720.00	-4,350.00	-750.00	0.00	-20,370.00	17.6%
460 36995	-10,000.00	-10,000.00	0.00	0.00	0.00	-10,000.00	.0%
460 38145	-16,322.00	-16,322.00	43.75	0.00	0.00	-16,365.75	-.3%
460 38910	-600,000.00	-600,000.00	-150,000.00	-50,000.00	0.00	-450,000.00	25.0%
460 38912	-5,249,788.00	-5,249,788.00	0.00	0.00	0.00	-5,249,788.00	.0%
460 51200	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
460 51400	575,137.00	575,137.00	115,747.20	54,883.81	0.00	459,389.80	20.1%
460 52100	125,000.00	125,000.00	26,457.38	12,278.51	0.00	98,542.62	21.2%
460 52200	53,560.00	53,560.00	10,522.59	5,048.21	0.00	43,037.41	19.6%
460 52300	151,061.00	151,061.00	26,644.90	12,296.75	0.00	124,416.10	17.6%
460 52301	147,634.00	147,634.00	30,417.01	9,895.32	0.00	117,216.99	20.6%
460 52350	3,156.00	3,156.00	639.90	205.63	0.00	2,516.10	20.3%
	14,483.00	14,483.00	3,621.00	1,207.00	0.00	10,862.00	25.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52400		WORKERS' COMP					
	10,353.00	10,353.00	2,589.00	863.00	0.00	7,764.00	25.0%
460 52500		UNEMPLOYMENT					
	0.00	0.00	802.92	200.73	0.00	-802.92	100.0%
460 53200		AUDITING					
	9,815.00	9,815.00	2,454.00	818.00	0.00	7,361.00	25.0%
460 53400		CONTRACTUAL					
	149,651.00	149,651.00	28,405.09	4,323.77	0.00	121,245.91	19.0%
460 54000		TRAINING/TRAVEL					
	12,120.00	11,120.00	2,740.50	222.00	0.00	8,379.50	24.6%
460 54100		COMM - PHONE/FAX/ALARM					
	2,116.00	2,116.00	182.00	90.90	0.00	1,934.00	8.6%
460 54101		COMMUNICATIONS-CELLULAR					
	10,000.00	10,000.00	1,198.36	155.53	0.00	8,801.64	12.0%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	826.23	275.41	0.00	4,423.77	15.7%
460 54200		POSTAGE					
	1,825.00	1,825.00	43.69	15.64	0.00	1,781.31	2.4%
460 54300		UTILITIES ELECTRIC					
	297,000.00	297,000.00	34,391.55	19,654.57	0.00	262,608.45	11.6%
460 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	120.00	60.00	0.00	880.00	12.0%
460 54320		UTILITIES-PROPANE/OTHER					
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
460 54440		LAND RENT					
	25,000.00	25,000.00	4,603.17	1,534.39	0.00	20,396.83	18.4%
460 54500		INSURANCE					
	16,036.00	16,036.00	4,011.00	1,337.00	0.00	12,025.00	25.0%
460 54610		R/M BLDG & GROUNDS					
	1,000.00	1,000.00	93.50	0.00	0.00	906.50	9.4%
460 54611		R/M FACILITIES					
	14,500.00	14,500.00	622.98	250.00	0.00	13,877.02	4.3%
460 54620		R/M EQUIPMENT					
	230,000.00	230,000.00	11,030.15	1,073.98	0.00	218,969.85	4.8%
460 54630		R/M VEHICLES-LABOR					
	16,000.00	16,000.00	1,877.25	348.00	0.00	14,122.75	11.7%
460 54640		R/M VEHICLES-PARTS					
	20,000.00	20,000.00	1,447.13	243.80	0.00	18,552.87	7.2%
460 54800		PROMOTIONAL					
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
460 54910		BILLING COSTS					
	200,000.00	200,000.00	50,001.00	16,667.00	0.00	149,999.00	25.0%
460 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	56,250.00	18,750.00	0.00	168,750.00	25.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
460 55200		OPERATING SUPPLIES					
	164,255.00	160,255.00	50,484.29	26,462.74	0.00	109,770.71	31.5%
460 55210		UNIFORMS					
	9,900.00	9,900.00	3,057.72	62.50	0.00	6,842.28	30.9%
460 55220		JANITORIAL SUPPLIES					
	450.00	1,450.00	608.87	0.00	0.00	841.13	42.0%
460 55230		GAS/OIL					
	35,000.00	35,000.00	7,356.86	1,854.51	0.00	27,643.14	21.0%
460 55240		CHEMICALS					
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	.0%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	1,188.25	125.00	0.00	4,951.75	19.4%
460 56200		BUILDING					
	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	.0%
460 56300		IMPROVEMENTS					
	220,000.00	220,000.00	150,944.65	0.00	29,988.00	39,067.35	82.2%
460 56400		MACH/EQUIP					
	107,000.00	111,000.00	6,642.32	6,642.32	104,271.25	86.43	99.9%
460 56401		EQUIP-NON CAPITAL					
	25,000.00	25,000.00	3,196.20	3,196.20	0.00	21,803.80	12.8%
460 59100		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	45,000.00	15,000.00	0.00	135,000.00	25.0%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,496,879.00	1,496,879.00	374,219.00	124,740.00	0.00	1,122,660.00	25.0%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	5,725,871.00	5,725,871.00	0.00	0.00	0.00	5,725,871.00	.0%
TOTAL WATER	0.00	0.00	-136,822.79	-64,181.36	134,259.25	2,563.54	100.0%
TOTAL REVENUES	-10,546,192.00	-10,546,192.00	-1,197,260.45	-404,963.58	0.00	-9,348,931.55	
TOTAL EXPENSES	10,546,192.00	10,546,192.00	1,060,437.66	340,782.22	134,259.25	9,351,495.09	
GRAND TOTAL	0.00	0.00	-136,822.79	-64,181.36	134,259.25	2,563.54	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33120		FEMA FED GRANT					
	-383,803.00	-383,803.00	0.00	0.00	0.00	-383,803.00	.0%
470 33420		FEMA STATE					
	-231,197.00	-231,197.00	0.00	0.00	0.00	-231,197.00	.0%
470 33700		SJRWMD GRANT					
	-412,945.00	-412,945.00	0.00	0.00	0.00	-412,945.00	.0%
470 34347		WATER DRAINAGE FEES					
	-875,000.00	-875,000.00	-222,302.10	-74,199.30	0.00	-652,697.90	25.4%
470 38410		LOAN PROCEEDS					
	-425,000.00	-425,000.00	0.00	0.00	0.00	-425,000.00	.0%
470 38910		CASH BALANCE FORWARD					
	-26,799.00	-26,799.00	0.00	0.00	0.00	-26,799.00	.0%
470 51200		SALARIES					
	304,844.00	304,844.00	64,993.56	29,947.00	0.00	239,850.44	21.3%
470 51210		WC REIMB					
	0.00	0.00	-2,529.68	0.00	0.00	2,529.68	100.0%
470 51400		OVERTIME					
	13,000.00	13,000.00	1,552.09	596.84	0.00	11,447.91	11.9%
470 52100		FICA					
	24,315.00	24,315.00	4,697.32	2,272.17	0.00	19,617.68	19.3%
470 52200		RETIREMENT					
	68,463.00	68,463.00	13,920.63	6,576.63	0.00	54,542.37	20.3%
470 52300		HEALTH INSUR					
	70,325.00	70,325.00	17,439.06	5,805.63	0.00	52,885.94	24.8%
470 52301		LIFE INSUR					
	1,644.00	1,644.00	400.97	134.42	0.00	1,243.03	24.4%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	549.00	183.00	0.00	1,645.00	25.0%
470 52400		WORKERS' COMP					
	4,195.00	4,195.00	1,050.00	350.00	0.00	3,145.00	25.0%
470 53100		PROFESSIONAL SERVICES					
	115,000.00	115,000.00	11,079.52	11,079.52	0.00	103,920.48	9.6%
470 53200		AUDITING					
	6,040.00	6,040.00	1,509.00	503.00	0.00	4,531.00	25.0%
470 53400		CONTRACTUAL					
	74,037.00	74,037.00	13,250.27	1,648.25	0.00	60,786.73	17.9%
470 54000		TRAINING/TRAVEL					
	6,793.00	6,793.00	657.00	657.00	0.00	6,136.00	9.7%
470 54100		COMM - PHONE/FAX/ALARM					
	216.00	216.00	0.00	0.00	0.00	216.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54101		COMMUNICATIONS-CELLULAR					
	2,500.00	2,500.00	436.26	50.00	0.00	2,063.74	17.5%
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	188.28	62.76	0.00	1,446.72	11.5%
470 54200		POSTAGE					
	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	715.61	233.10	0.00	2,884.39	19.9%
470 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	197.88	66.47	0.00	802.12	19.8%
470 54400		RENTALS/LEASES					
	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	.0%
470 54500		INSURANCE					
	5,049.00	5,049.00	1,263.00	421.00	0.00	3,786.00	25.0%
470 54610		R/M BLDG & GROUNDS					
	500.00	500.00	123.49	0.00	0.00	376.51	24.7%
470 54611		R/M FACILITIES					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
470 54620		R/M EQUIPMENT					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
470 54630		R/M VEHICLES-LABOR					
	8,500.00	8,500.00	1,432.50	390.00	0.00	7,067.50	16.9%
470 54640		R/M VEHICLES-PARTS					
	10,000.00	10,000.00	539.37	295.50	0.00	9,460.63	5.4%
470 54700		PRINTING					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
470 54800		PROMOTIONAL					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 54910		BILLING COSTS					
	35,000.00	35,000.00	8,751.00	2,917.00	0.00	26,249.00	25.0%
470 55100		OFFICE SUPPLIES					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 55200		OPERATING SUPPLIES					
	127,565.00	127,565.00	14,488.31	7,381.36	0.00	113,076.69	11.4%
470 55210		UNIFORMS					
	3,300.00	3,300.00	1,546.13	0.00	0.00	1,753.87	46.9%
470 55230		GAS/OIL					
	13,000.00	13,000.00	1,855.70	471.05	0.00	11,144.30	14.3%
470 55400		BOOKS/SUBS/DUES					
	910.00	910.00	500.00	0.00	0.00	410.00	54.9%
470 56300		IMPROVEMENTS					
	1,107,850.00	1,107,850.00	40,636.55	20,312.40	4,183.05	1,063,030.40	4.0%
470 56400		MACH/EQUIP					
	435,000.00	435,000.00	0.00	0.00	414,873.00	20,127.00	95.4%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 57100		PRINCIPAL					
	118,497.00	118,497.00	0.00	0.00	0.00	118,497.00	.0%
470 57200		INTEREST					
	13,716.00	13,716.00	0.00	0.00	0.00	13,716.00	.0%
470 59990		RESERVE					
	-241,994.00	-241,994.00	0.00	0.00	0.00	-241,994.00	.0%
TOTAL STORMWATER	0.00	0.00	-21,059.28	18,154.80	419,056.05	-397,996.77	100.0%
	TOTAL REVENUES						
	-2,354,744.00	-2,354,744.00	-222,302.10	-74,199.30	0.00	-2,132,441.90	
	TOTAL EXPENSES						
	2,354,744.00	2,354,744.00	201,242.82	92,354.10	419,056.05	1,734,445.13	
	GRAND TOTAL	0.00	-21,059.28	18,154.80	419,056.05	-397,996.77	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33120		FEMA GRANT					
	-5,754,873.00	-5,754,873.00	-2,158.11	-2,158.11	0.00	-5,752,714.89	.0%
480 33400		STATE GRANT					
	-375,000.00	-375,000.00	-2,476.63	0.00	0.00	-372,523.37	.7%
480 33420		FEMA STATE					
	-959,145.00	-959,145.00	-359.69	-359.69	0.00	-958,785.31	.0%
480 34750		SLIP RENTALS - PERMANENT					
	-350,000.00	-350,000.00	-44,212.36	0.00	0.00	-305,787.64	12.6%
480 34755		SLIP RENTALS - TRANSIENT					
	-550,000.00	-550,000.00	-207,218.50	-79,682.19	0.00	-342,781.50	37.7%
480 34757		SLIP RENTALS - NON-TAXABLE					
	-36,000.00	-36,000.00	-1,618.89	-1,095.39	0.00	-34,381.11	4.5%
480 34759		DOCK STORE RENT					
	0.00	0.00	-200.00	0.00	0.00	200.00	100.0%
480 34760		BUSINESS RENTALS					
	-26,500.00	-26,500.00	-8,280.49	-4,036.37	0.00	-18,219.51	31.2%
480 34762		MOORINGS-TAXABLE					
	-32,000.00	-32,000.00	-7,615.89	-2,420.89	0.00	-24,384.11	23.8%
480 34763		MOORINGS - NON TAXABLE					
	0.00	0.00	-50.00	0.00	0.00	50.00	100.0%
480 34766		SERVICES-NON TAXABLE					
	-100.00	-100.00	0.00	0.00	0.00	-100.00	.0%
480 34767		SERVICES-TAXABLE					
	-1,200.00	-1,200.00	-522.84	-17.35	0.00	-677.16	43.6%
480 34770		FUEL-DIESEL					
	-1,350,000.00	-1,350,000.00	0.00	0.00	0.00	-1,350,000.00	.0%
480 34771		FUEL-GAS					
	-275,000.00	-275,000.00	0.00	0.00	0.00	-275,000.00	.0%
480 34773		FUEL-DIESEL NON-TAXABLE					
	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
480 34775		FUEL-DISCOUNTS DIESEL					
	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	.0%
480 34776		FUEL-DISCOUNTS GAS					
	900.00	900.00	0.00	0.00	0.00	900.00	.0%
480 36215		NON-TAXABLE RENT					
	-9,300.00	-9,300.00	-1,866.66	-622.22	0.00	-7,433.34	20.1%
480 36990		OTHER REVENUE					
	-3,100.00	-3,100.00	-1,195.65	0.00	0.00	-1,904.35	38.6%
480 38101		FROM GENERAL FUND					
	-300,000.00	-300,000.00	-75,000.00	-25,000.00	0.00	-225,000.00	25.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 38410		LOAN PROCEEDS					
	0.00	-119,100.00	0.00	0.00	0.00	-119,100.00	.0%
480 38910		CASH BALANCE FORWARD					
	2,656,656.00	2,656,656.00	0.00	0.00	0.00	2,656,656.00	.0%
480 53100		PROFESSIONAL SERVICES					
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
480 53200		AUDITING					
	6,795.00	6,795.00	1,698.00	566.00	0.00	5,097.00	25.0%
480 53400		CONTRACTUAL					
	491,498.00	491,498.00	143,251.69	69,779.56	0.00	348,246.31	29.1%
480 54000		TRAINING/TRAVEL					
	650.00	650.00	693.93	693.93	0.00	-43.93	106.8%
480 54100		COMM - PHONE/FAX/ALARM					
	3,708.00	3,708.00	543.12	271.46	0.00	3,164.88	14.6%
480 54101		COMMUNICATIONS-CELLULAR					
	2,410.00	2,410.00	139.67	0.00	0.00	2,270.33	5.8%
480 54103		COMMUNICATIONS-INTERNET					
	10,250.00	10,250.00	523.26	174.42	0.00	9,726.74	5.1%
480 54300		UTILITIES ELECTRIC					
	48,500.00	48,500.00	1,039.84	483.92	0.00	47,460.16	2.1%
480 54310		UTILITIES-WATER & WASTEWATER					
	39,500.00	39,500.00	2,742.05	1,346.29	0.00	36,757.95	6.9%
480 54400		RENTALS/LEASES					
	6,840.00	6,840.00	0.00	0.00	0.00	6,840.00	.0%
480 54500		INSURANCE					
	236,236.00	236,236.00	61,176.00	20,872.00	0.00	175,060.00	25.9%
480 54610		R/M BLDG & GROUNDS					
	20,750.00	20,750.00	4,219.51	3,446.07	0.00	16,530.49	20.3%
480 54611		R/M FACILITIES					
	20,300.00	20,300.00	582.74	0.00	0.00	19,717.26	2.9%
480 54620		R/M EQUIPMENT					
	7,700.00	7,700.00	1,045.00	1,045.00	0.00	6,655.00	13.6%
480 54630		R/M VEHICLES-LABOR					
	1,000.00	1,000.00	270.00	0.00	0.00	730.00	27.0%
480 54640		R/M VEHICLES-PARTS					
	1,000.00	1,000.00	16.55	0.00	0.00	983.45	1.7%
480 54675		R/M MOORING FIELD					
	19,950.00	19,950.00	0.00	0.00	0.00	19,950.00	.0%
480 54700		PRINTING					
	2,825.00	2,825.00	0.00	0.00	0.00	2,825.00	.0%
480 54800		PROMOTIONAL					
	2,400.00	2,400.00	2,218.28	2,218.28	0.00	181.72	92.4%
480 55100		OFFICE SUPPLIES					
	4,500.00	4,500.00	771.70	424.34	0.00	3,728.30	17.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 55200		OPERATING SUPPLIES					
	53,365.00	53,365.00	11,054.89	5,742.15	0.00	42,310.11	20.7%
480 55210		UNIFORMS					
	1,600.00	1,600.00	1,365.15	1,365.15	0.00	234.85	85.3%
480 55220		JANITORIAL SUPPLIES					
	3,800.00	3,800.00	77.28	77.28	0.00	3,722.72	2.0%
480 55230		GAS/OIL					
	1,000.00	1,000.00	13.33	0.00	0.00	986.67	1.3%
480 55400		BOOKS/SUBS/DUES					
	825.00	825.00	0.00	0.00	0.00	825.00	.0%
480 55510		FUEL FOR RESALE					
	1,150,000.00	1,150,000.00	0.00	0.00	0.00	1,150,000.00	.0%
480 56200		BUILDING					
	0.00	119,100.00	72,615.02	48,753.00	149,625.00	-103,140.02	186.6%
480 56300		IMPROVEMENTS					
	725,000.00	725,000.00	8,500.00	3,546.75	0.00	716,500.00	1.2%
480 57100		PRINCIPAL					
	7,332,171.00	7,332,171.00	0.00	0.00	0.00	7,332,171.00	.0%
480 57200		INTEREST					
	194,132.00	194,132.00	48,568.22	36,588.22	0.00	145,563.78	25.0%
480 59990		RESERVE					
	-3,037,543.00	-3,037,543.00	0.00	0.00	0.00	-3,037,543.00	.0%
TOTAL MARINA	0.00	0.00	10,349.52	82,001.61	149,625.00	-159,974.52	100.0%
		TOTAL REVENUES					
	-7,361,162.00	-7,480,262.00	-352,775.71	-115,392.21	0.00	-7,127,486.29	
		TOTAL EXPENSES					
	7,361,162.00	7,480,262.00	363,125.23	197,393.82	149,625.00	6,967,511.77	
	GRAND TOTAL						
	0.00	0.00	10,349.52	82,001.61	149,625.00	-159,974.52	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36110	INTEREST						
	0.00	0.00	-49.35	-24.46	0.00	49.35	100.0%
510 36990	OTHER REVENUE						
	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
510 36992	GAIN ON SALE OF ASSET						
	-65,000.00	-65,000.00	-15,100.00	-15,100.00	0.00	-49,900.00	23.2%
510 36994	LOANER VEHICLE REVENUE						
	-1,500.00	-1,500.00	-25.50	0.00	0.00	-1,474.50	1.7%
510 38045	LABOR						
	0.00	0.00	-825.00	-412.50	0.00	825.00	100.0%
510 38053	GAS/OIL						
	-346,000.00	-346,000.00	-61,990.01	-20,098.14	0.00	-284,009.99	17.9%
510 38144	FROM SANITATION						
	-20,000.00	-20,000.00	-20,000.00	0.00	0.00	0.00	100.0%
510 38910	CASH BALANCE FORWARD						
	-45,302.00	-45,302.00	0.00	0.00	0.00	-45,302.00	.0%
TOTAL FLEET							
	-481,802.00	-481,802.00	-97,989.86	-35,635.10	0.00	-383,812.14	20.3%
TOTAL REVENUES							
	-481,802.00	-481,802.00	-97,989.86	-35,635.10	0.00	-383,812.14	
5101000 GENERAL FUND							
5101000 38040	PARTS						
	-266,500.00	-266,500.00	-57,958.06	-16,055.38	0.00	-208,541.94	21.7%
5101000 38045	LABOR						
	-183,000.00	-183,000.00	-45,639.00	-15,213.00	0.00	-137,361.00	24.9%
TOTAL GENERAL FUND							
	-449,500.00	-449,500.00	-103,597.06	-31,268.38	0.00	-345,902.94	23.0%
TOTAL REVENUES							
	-449,500.00	-449,500.00	-103,597.06	-31,268.38	0.00	-345,902.94	
5102400 FLEET BUILDING/PERMITTING							
5102400 38040	PARTS						
	0.00	0.00	-3,099.77	-5.00	0.00	3,099.77	100.0%

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5102400 FLEET BUILDING/PERMITTING	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-3,099.77	-5.00	0.00	3,099.77	100.0%
TOTAL REVENUES	0.00	0.00	-3,099.77	-5.00	0.00	3,099.77	
5102401 FLEET BUILDING/PERMITTING							
5102401 38040 PARTS	-3,500.00	-3,500.00	0.00	0.00	0.00	-3,500.00	.0%
5102401 38045 LABOR	-4,000.00	-4,000.00	-847.50	-75.00	0.00	-3,152.50	21.2%
TOTAL FLEET BUILDING/PERMITTING	-7,500.00	-7,500.00	-847.50	-75.00	0.00	-6,652.50	11.3%
TOTAL REVENUES	-7,500.00	-7,500.00	-847.50	-75.00	0.00	-6,652.50	
5103900 CEMETERY							
5103900 38040 PARTS	-2,000.00	-2,000.00	-623.60	0.00	0.00	-1,376.40	31.2%
5103900 38045 LABOR	-2,500.00	-2,500.00	-345.00	0.00	0.00	-2,155.00	13.8%
TOTAL CEMETERY	-4,500.00	-4,500.00	-968.60	0.00	0.00	-3,531.40	21.5%
TOTAL REVENUES	-4,500.00	-4,500.00	-968.60	0.00	0.00	-3,531.40	
5104100 GOLF COURSE							
5104100 38040 PARTS	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%
5104100 38045 LABOR	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%
TOTAL GOLF COURSE	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
TOTAL REVENUES	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	

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5104200 AIRPORT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104200 AIRPORT							
5104200 38040	PARTS						
	-7,000.00	-7,000.00	-3,992.65	-249.94	0.00	-3,007.35	57.0%
5104200 38045	LABOR						
	-7,000.00	-7,000.00	-750.00	0.00	0.00	-6,250.00	10.7%
TOTAL AIRPORT							
	-14,000.00	-14,000.00	-4,742.65	-249.94	0.00	-9,257.35	33.9%
TOTAL REVENUES							
	-14,000.00	-14,000.00	-4,742.65	-249.94	0.00	-9,257.35	
5104500 WASTEWATER							
5104500 38040	PARTS						
	-40,000.00	-40,000.00	-4,968.15	-2,436.50	0.00	-35,031.85	12.4%
5104500 38045	LABOR						
	26,000.00	26,000.00	-3,892.50	-2,610.00	0.00	29,892.50	-15.0%
TOTAL WASTEWATER							
	-14,000.00	-14,000.00	-8,860.65	-5,046.50	0.00	-5,139.35	63.3%
TOTAL REVENUES							
	-14,000.00	-14,000.00	-8,860.65	-5,046.50	0.00	-5,139.35	
5104600 WATER							
5104600 38040	PARTS						
	-20,000.00	-20,000.00	-1,447.13	-243.80	0.00	-18,552.87	7.2%
5104600 38045	LABOR						
	-16,000.00	-16,000.00	-1,877.25	-348.00	0.00	-14,122.75	11.7%
TOTAL WATER							
	-36,000.00	-36,000.00	-3,324.38	-591.80	0.00	-32,675.62	9.2%
TOTAL REVENUES							
	-36,000.00	-36,000.00	-3,324.38	-591.80	0.00	-32,675.62	
5104700 STORMWATER							
5104700 38040	PARTS						
	-10,000.00	-10,000.00	-539.37	-295.50	0.00	-9,460.63	5.4%



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5104700 STORMWATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104700 38045	LABOR						
	-8,500.00	-8,500.00	-1,432.50	-390.00	0.00	-7,067.50	16.9%
TOTAL STORMWATER	-18,500.00	-18,500.00	-1,971.87	-685.50	0.00	-16,528.13	10.7%
TOTAL REVENUES	-18,500.00	-18,500.00	-1,971.87	-685.50	0.00	-16,528.13	
5104800 MARINA							
5104800 38040	PARTS						
	-1,000.00	-1,000.00	-16.55	0.00	0.00	-983.45	1.7%
5104800 38045	LABOR						
	-1,000.00	-1,000.00	-270.00	0.00	0.00	-730.00	27.0%
TOTAL MARINA	-2,000.00	-2,000.00	-286.55	0.00	0.00	-1,713.45	14.3%
TOTAL REVENUES	-2,000.00	-2,000.00	-286.55	0.00	0.00	-1,713.45	
GRAND TOTAL	-1,028,802.00	-1,028,802.00	-225,688.89	-73,557.22	0.00	-803,113.11	21.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
	129,578.00	129,578.00	30,497.11	14,795.77	0.00	99,080.89	23.5%
510 51210		WC REIMB					
	0.00	0.00	-608.53	0.00	0.00	608.53	100.0%
510 51350		PART-TIME					
	30,268.00	30,268.00	4,685.26	2,556.80	0.00	25,582.74	15.5%
510 51400		OVERTIME					
	8,500.00	8,500.00	3,551.52	1,184.87	0.00	4,948.48	41.8%
510 52100		FICA					
	12,878.00	12,878.00	2,871.16	1,405.10	0.00	10,006.84	22.3%
510 52200		RETIREMENT					
	29,742.00	29,742.00	7,314.49	3,476.40	0.00	22,427.51	24.6%
510 52300		HEALTH INSUR					
	27,451.00	27,451.00	6,787.25	2,262.42	0.00	20,663.75	24.7%
510 52301		LIFE INSUR					
	720.00	720.00	181.67	61.81	0.00	538.33	25.2%
510 52400		WORKERS' COMP					
	2,385.00	2,385.00	597.00	199.00	0.00	1,788.00	25.0%
510 53200		AUDITING					
	2,265.00	2,265.00	567.00	189.00	0.00	1,698.00	25.0%
510 53400		CONTRACTUAL					
	20,060.00	20,060.00	10,166.77	882.92	0.00	9,893.23	50.7%
510 54000		TRAINING/TRAVEL					
	3,250.00	3,250.00	240.97	0.00	0.00	3,009.03	7.4%
510 54100		COMM - PHONE/FAX/ALARM					
	288.00	288.00	0.00	0.00	0.00	288.00	.0%
510 54101		COMMUNICATIONS-CELLULAR					
	1,150.00	1,150.00	174.94	97.94	0.00	975.06	15.2%
510 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	336.24	112.08	0.00	1,298.76	20.6%
510 54300		UTILITIES ELECTRIC					
	4,225.00	4,225.00	1,020.41	254.98	0.00	3,204.59	24.2%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,100.00	2,100.00	413.88	136.43	0.00	1,686.12	19.7%
510 54500		INSURANCE					
	13,150.00	13,150.00	3,285.00	1,095.00	0.00	9,865.00	25.0%
510 54610		R/M BLDG & GROUNDS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 54611		R/M FACILITIES					
	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54620		R/M EQUIPMENT					
	7,500.00	7,500.00	1,133.00	42.39	0.00	6,367.00	15.1%
510 54630		R/M VEHICLES-LABOR					
	2,500.00	2,500.00	825.00	412.50	0.00	1,675.00	33.0%
510 54640		R/M VEHICLES-PARTS					
	3,000.00	3,000.00	758.98	143.09	0.00	2,241.02	25.3%
510 55100		OFFICE SUPPLIES					
	200.00	200.00	33.99	0.00	0.00	166.01	17.0%
510 55200		OPERATING SUPPLIES					
	9,390.00	9,390.00	2,972.33	270.68	0.00	6,417.67	31.7%
510 55210		UNIFORMS					
	1,150.00	1,150.00	636.17	0.00	0.00	513.83	55.3%
510 55230		GAS/OIL					
	5,000.00	5,000.00	912.98	354.34	0.00	4,087.02	18.3%
510 55240		CHEMICALS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 55400		BOOKS/SUBS/DUES					
	200.00	200.00	38.25	38.25	0.00	161.75	19.1%
510 56400		MACH/EQUIP					
	28,000.00	28,000.00	0.00	0.00	16,340.00	11,660.00	58.4%
510 56401		EQUIP-NON CAPITAL					
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
510 58600		GAS/OIL COSTS					
	295,000.00	295,000.00	45,192.77	15,508.96	0.00	249,807.23	15.3%
510 58700		VEHICLE PARTS/SRVS COSTS					
	305,000.00	305,000.00	65,099.35	15,587.34	910.00	238,990.65	21.6%
510 59990		RESERVE					
	70,717.00	70,717.00	0.00	0.00	0.00	70,717.00	.0%
TOTAL FLEET							
	1,028,802.00	1,028,802.00	189,684.96	61,068.07	17,250.00	821,867.04	20.1%
TOTAL EXPENSES							
	1,028,802.00	1,028,802.00	189,684.96	61,068.07	17,250.00	821,867.04	
GRAND TOTAL							
	1,028,802.00	1,028,802.00	189,684.96	61,068.07	17,250.00	821,867.04	20.1%

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Revenues	(\$ 225,688.89)
Expenses	189,684.96
Net (Rev)Exp	(\$ 36,003.93)

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-6,347.50	-1,862.50	0.00	-25,652.50	19.8%
520 36110		INTEREST					
	0.00	0.00	-439.67	-162.95	0.00	439.67	100.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-44.63	-44.63	0.00	44.63	100.0%
520 38910		CASH BALANCE FORWARD					
	-226,948.00	-226,948.00	0.00	0.00	0.00	-226,948.00	.0%
TOTAL UTILITY BILLING	-258,948.00	-258,948.00	-6,831.80	-2,070.08	0.00	-252,116.20	2.6%
	-258,948.00	-258,948.00	-6,831.80	-2,070.08	0.00	-252,116.20	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-1,824.00	-608.00	0.00	-5,476.00	25.0%
TOTAL AIRPORT	-7,300.00	-7,300.00	-1,824.00	-608.00	0.00	-5,476.00	25.0%
	-7,300.00	-7,300.00	-1,824.00	-608.00	0.00	-5,476.00	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-23,001.00	-7,667.00	0.00	-68,999.00	25.0%
TOTAL SANITATION	-92,000.00	-92,000.00	-23,001.00	-7,667.00	0.00	-68,999.00	25.0%
	-92,000.00	-92,000.00	-23,001.00	-7,667.00	0.00	-68,999.00	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-200,000.00	-200,000.00	-50,001.00	-16,667.00	0.00	-149,999.00	25.0%



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5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER	-200,000.00	-200,000.00	-50,001.00	-16,667.00	0.00	-149,999.00	25.0%
TOTAL REVENUES	-200,000.00	-200,000.00	-50,001.00	-16,667.00	0.00	-149,999.00	
5204600 WATER							
5204600 38052 CHARGES FOR UB SERVICES	-200,000.00	-200,000.00	-50,001.00	-16,667.00	0.00	-149,999.00	25.0%
TOTAL WATER	-200,000.00	-200,000.00	-50,001.00	-16,667.00	0.00	-149,999.00	25.0%
TOTAL REVENUES	-200,000.00	-200,000.00	-50,001.00	-16,667.00	0.00	-149,999.00	
5204700 STORMWATER							
5204700 38052 CHARGES FOR UB SERVICES	-35,000.00	-35,000.00	-8,751.00	-2,917.00	0.00	-26,249.00	25.0%
TOTAL STORMWATER	-35,000.00	-35,000.00	-8,751.00	-2,917.00	0.00	-26,249.00	25.0%
TOTAL REVENUES	-35,000.00	-35,000.00	-8,751.00	-2,917.00	0.00	-26,249.00	
GRAND TOTAL	-793,248.00	-793,248.00	-140,409.80	-46,596.08	0.00	-652,838.20	17.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	268,108.00	268,108.00	58,893.19	27,924.79	0.00	209,214.81	22.0%
520 51400		OVERTIME					
	2,000.00	2,000.00	216.64	129.38	0.00	1,783.36	10.8%
520 52100		FICA					
	20,664.00	20,664.00	4,415.43	2,128.41	0.00	16,248.57	21.4%
520 52200		RETIREMENT					
	58,182.00	58,182.00	12,604.98	6,042.86	0.00	45,577.02	21.7%
520 52300		HEALTH INSUR					
	47,027.00	47,027.00	10,102.75	3,109.32	0.00	36,924.25	21.5%
520 52301		LIFE INSUR					
	1,500.00	1,500.00	303.15	90.71	0.00	1,196.85	20.2%
520 52400		WORKERS' COMP					
	350.00	350.00	87.00	29.00	0.00	263.00	24.9%
520 53400		CONTRACTUAL					
	33,054.00	33,054.00	18,858.00	460.91	0.00	14,196.00	57.1%
520 54000		TRAINING/TRAVEL					
	3,575.00	3,575.00	177.51	84.53	0.00	3,397.49	5.0%
520 54100		COMM - PHONE/FAX/ALARM					
	888.00	888.00	70.00	34.96	0.00	818.00	7.9%
520 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	336.24	112.08	0.00	1,298.76	20.6%
520 54200		POSTAGE					
	40,000.00	40,000.00	15,996.00	3,999.00	0.00	24,004.00	40.0%
520 54300		UTILITIES ELECTRIC					
	3,675.00	3,675.00	723.53	406.38	0.00	2,951.47	19.7%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	164.43	110.83	0.00	935.57	14.9%
520 54610		R/M BLDG & GROUNDS					
	750.00	750.00	0.00	0.00	0.00	750.00	.0%
520 54611		R/M FACILITIES					
	11,750.00	11,750.00	8,180.85	574.97	0.00	3,569.15	69.6%
520 54620		R/M EQUIPMENT					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700		PRINTING					
	6,652.00	6,652.00	1,324.75	1,324.75	0.00	5,327.25	19.9%
520 54902		BAD DEBT EXPENSE					
	1,500.00	1,500.00	170.63	112.58	0.00	1,329.37	11.4%
520 55100		OFFICE SUPPLIES					
	3,332.00	3,332.00	214.87	33.96	0.00	3,117.13	6.4%



FOR 2021 03

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55200		OPERATING SUPPLIES					
	55,515.00	55,515.00	9,228.08	2,611.46	0.00	46,286.92	16.6%
520 55210		UNIFORMS					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 55220		JANITORIAL SUPPLIES					
	685.00	685.00	94.40	33.07	0.00	590.60	13.8%
520 59300		TRANSFER TO CAP IMP					
	10,700.00	10,700.00	2,675.01	891.67	0.00	8,024.99	25.0%
520 59990		RESERVE					
	219,206.00	219,206.00	0.00	0.00	0.00	219,206.00	.0%
TOTAL UTILITY BILLING							
	793,248.00	793,248.00	144,837.44	50,245.62	0.00	648,410.56	18.3%
TOTAL EXPENSES							
	793,248.00	793,248.00	144,837.44	50,245.62	0.00	648,410.56	
GRAND TOTAL							
	793,248.00	793,248.00	144,837.44	50,245.62	0.00	648,410.56	18.3%

** END OF REPORT - Generated by Barbara Rathmell **

Revenues	(\$140,809.80)
Expenses	144,837.44
Net (Rev)Exp	\$ 4,027.64



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2021 03

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN						
530 36110	INTEREST					
	0.00	0.00	-351.29	-137.41	0.00	351.29 100.0%
530 38910	CASH BALANCE FORWARD					
	-134,408.00	-134,408.00	0.00	0.00	0.00	-134,408.00 .0%
TOTAL UTILITY ADMIN						
	-134,408.00	-134,408.00	-351.29	-137.41	0.00	-134,056.71 .3%
TOTAL REVENUES						
	-134,408.00	-134,408.00	-351.29	-137.41	0.00	-134,056.71
5304500 WASTE WATER						
5304500 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-56,250.00	-18,750.00	0.00	-168,750.00 25.0%
TOTAL WASTE WATER						
	-225,000.00	-225,000.00	-56,250.00	-18,750.00	0.00	-168,750.00 25.0%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-56,250.00	-18,750.00	0.00	-168,750.00
5304600 WATER						
5304600 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-56,250.00	-18,750.00	0.00	-168,750.00 25.0%
TOTAL WATER						
	-225,000.00	-225,000.00	-56,250.00	-18,750.00	0.00	-168,750.00 25.0%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-56,250.00	-18,750.00	0.00	-168,750.00
GRAND TOTAL						
	-584,408.00	-584,408.00	-112,851.29	-37,637.41	0.00	-471,556.71 19.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	345,099.00	345,099.00	47,280.19	21,767.70	0.00	297,818.81	13.7%
530 51400		OVERTIME					
	2,500.00	2,500.00	109.20	109.20	0.00	2,390.80	4.4%
530 52100		FICA					
	25,444.00	25,444.00	3,419.52	1,599.36	0.00	22,024.48	13.4%
530 52200		RETIREMENT					
	68,497.00	68,497.00	10,207.71	4,712.31	0.00	58,289.29	14.9%
530 52300		HEALTH INSUR					
	48,694.00	48,694.00	8,164.27	2,463.16	0.00	40,529.73	16.8%
530 52301		LIFE INSUR					
	1,578.00	1,578.00	199.75	48.88	0.00	1,378.25	12.7%
530 52400		WORKERS' COMP					
	3,405.00	3,405.00	852.00	284.00	0.00	2,553.00	25.0%
530 53400		CONTRACTUAL					
	3,655.00	3,655.00	1,249.67	404.97	0.00	2,405.33	34.2%
530 54000		TRAINING/TRAVEL					
	6,460.00	6,460.00	0.00	0.00	0.00	6,460.00	.0%
530 54100		COMM - PHONE/FAX/ALARM					
	792.00	792.00	35.00	17.48	0.00	757.00	4.4%
530 54101		COMMUNICATIONS-CELLULAR					
	3,000.00	3,000.00	229.04	122.18	0.00	2,770.96	7.6%
530 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	342.99	114.33	0.00	1,292.01	21.0%
530 54200		POSTAGE					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 54300		UTILITIES ELECTRIC					
	3,000.00	3,000.00	723.53	406.38	0.00	2,276.47	24.1%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	164.42	110.83	0.00	635.58	20.6%
530 54610		R/M BLDG & GROUNDS					
	500.00	500.00	0.00	-183.97	0.00	500.00	.0%
530 54611		R/M FACILITIES					
	12,000.00	12,000.00	5,178.20	1,205.00	0.00	6,821.80	43.2%
530 54620		R/M EQUIPMENT					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
530 55100		OFFICE SUPPLIES					
	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
530 55200		OPERATING SUPPLIES					
	8,518.00	8,518.00	951.55	93.01	0.00	7,566.45	11.2%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55210		UNIFORMS					
	1,800.00	1,800.00	585.00	0.00	0.00	1,215.00	32.5%
530 55220		JANITORIAL SUPPLIES					
	4,000.00	4,000.00	42.27	33.06	0.00	3,957.73	1.1%
530 55400		BOOKS/SUBS/DUES					
	2,100.00	2,100.00	0.00	0.00	0.00	2,100.00	.0%
530 59990		RESERVE					
	34,431.00	34,431.00	0.00	0.00	0.00	34,431.00	.0%
TOTAL UTILITY ADMIN	584,408.00	584,408.00	79,734.31	33,307.88	0.00	504,673.69	13.6%
TOTAL EXPENSES	584,408.00	584,408.00	79,734.31	33,307.88	0.00	504,673.69	
GRAND TOTAL	584,408.00	584,408.00	79,734.31	33,307.88	0.00	504,673.69	13.6%

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Revenues	(\$ 112,851.29)
Expenses	<u>79,734.31</u>
Net (Rev)Exp	(\$ 32,916.98)

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2021 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL							
610 36110		INTEREST					
	-375,000.00	-375,000.00	-27,629.16	-13,814.58	0.00	-347,370.84	7.4%
610 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	0.00	0.00	0.00	-55,000.00	.0%
610 36130		INCOME/LOSS/REALIZED G/L					
	-60,000.00	-60,000.00	0.00	0.00	0.00	-60,000.00	.0%
610 36700		GAIN/LOSS ON INVESTMENT					
	-500,000.00	-500,000.00	131,309.32	65,654.66	0.00	-631,309.32	-26.3%
610 36840		CONTRIBUTIONS FROM CITY					
	-1,575,000.00	-1,575,000.00	0.00	0.00	0.00	-1,575,000.00	.0%
610 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-390,000.00	-390,000.00	-63,666.66	-31,833.33	0.00	-326,333.34	16.3%
610 36990		OTHER REVENUE					
	0.00	0.00	3,359.42	1,679.71	0.00	-3,359.42	100.0%
610 38910		CASH BALANCE FORWARD					
	-22,816,829.00	-22,816,829.00	0.00	0.00	0.00	-22,816,829.00	.0%
610 53400		CONTRACTUAL					
	77,435.00	77,435.00	34,514.86	17,257.43	0.00	42,920.14	44.6%
610 53401		CONTRACTUAL AMERICAN CORE REA					
	26,400.00	26,400.00	0.00	0.00	0.00	26,400.00	.0%
610 53404		INVESTMENT EXPENSE					
	35,765.00	35,765.00	9,430.88	4,715.44	0.00	26,334.12	26.4%
610 53600		RETIREE BENEFITS					
	1,790,000.00	1,790,000.00	391,926.91	131,323.08	0.00	1,398,073.09	21.9%
610 59990		RESERVE					
	23,842,229.00	23,842,229.00	0.00	0.00	0.00	23,842,229.00	.0%
TOTAL PENSION - GENERAL							
	0.00	0.00	479,245.57	174,982.41	0.00	-479,245.57	100.0%
TOTAL REVENUES							
	-25,771,829.00	-25,771,829.00	43,372.92	21,686.46	0.00	-25,815,201.92	
TOTAL EXPENSES							
	25,771,829.00	25,771,829.00	435,872.65	153,295.95	0.00	25,335,956.35	
GRAND TOTAL							
	0.00	0.00	479,245.57	174,982.41	0.00	-479,245.57	100.0%

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2021 03

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE						
620 31251	STATE/FIRE INSURANCE TAX					
-115,000.00	-115,000.00	-132,466.76	0.00	0.00	17,466.76	115.2%
620 31252	STATE/POLICE INSURANCE TAX					
-110,000.00	-110,000.00	-130,870.31	0.00	0.00	20,870.31	119.0%
620 36110	INTEREST					
-450,000.00	-450,000.00	-48,409.30	-27,775.97	0.00	-401,590.70	10.8%
620 36120	UNREALIZED GAIN					
-55,000.00	-55,000.00	0.00	0.00	0.00	-55,000.00	.0%
620 36130	INCOME/LOSS/REALIZED G/L					
-70,000.00	-70,000.00	0.00	0.00	0.00	-70,000.00	.0%
620 36700	GAIN/LOSS ON INVESTMENT					
-500,000.00	-500,000.00	750.29	-73,678.58	0.00	-500,750.29	-.2%
620 36850	CONTRIBUTIONS FROM EMPLOYEES					
-315,000.00	-315,000.00	-59,844.10	-34,473.09	0.00	-255,155.90	19.0%
620 36990	OTHER REVENUE					
0.00	0.00	3,827.41	1,536.33	0.00	-3,827.41	100.0%
620 38910	CASH BALANCE FORWARD					
-27,034,324.00	-27,034,324.00	0.00	0.00	0.00	-27,034,324.00	.0%
TOTAL PENSION - POLICE/FIRE						
-28,649,324.00	-28,649,324.00	-367,012.77	-134,391.31	0.00	-28,282,311.23	1.3%
TOTAL REVENUES						
-28,649,324.00	-28,649,324.00	-367,012.77	-134,391.31	0.00	-28,282,311.23	
6202100 POLICE						
6202100 36840	CONTRIBUTIONS FROM CITY					
-700,000.00	-700,000.00	0.00	0.00	0.00	-700,000.00	.0%
TOTAL POLICE						
-700,000.00	-700,000.00	0.00	0.00	0.00	-700,000.00	.0%
TOTAL REVENUES						
-700,000.00	-700,000.00	0.00	0.00	0.00	-700,000.00	
6202200 FIRE						
6202200 36840	CONTRIBUTIONS FROM CITY					
-590,000.00	-590,000.00	0.00	0.00	0.00	-590,000.00	.0%



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YEAR-TO-DATE BUDGET REPORT

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6202200 FIRE

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE						
-590,000.00	-590,000.00	0.00	0.00	0.00	-590,000.00	.0%
TOTAL REVENUES						
-590,000.00	-590,000.00	0.00	0.00	0.00	-590,000.00	
GRAND TOTAL						
-29,939,324.00	-29,939,324.00	-367,012.77	-134,391.31	0.00	-29,572,311.23	1.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 53400		CONTRACTUAL					
	80,700.00	80,700.00	14,342.28	870.00	0.00	66,357.72	17.8%
620 53401		CONTRACTUAL-AMERICAN CORE REA					
	21,630.00	21,630.00	0.00	0.00	0.00	21,630.00	.0%
620 53404		INVESTMENT EXPENSE					
	53,000.00	53,000.00	17,149.72	3,942.48	0.00	35,850.28	32.4%
620 53600		RETIREE BENEFITS					
	1,868,000.00	1,868,000.00	380,392.10	126,826.29	0.00	1,487,607.90	20.4%
620 59990		RESERVE					
	27,915,994.00	27,915,994.00	0.00	0.00	0.00	27,915,994.00	.0%
TOTAL PENSION - POLICE/FIRE							
	29,939,324.00	29,939,324.00	411,884.10	131,638.77	0.00	29,527,439.90	1.4%
TOTAL EXPENSES							
	29,939,324.00	29,939,324.00	411,884.10	131,638.77	0.00	29,527,439.90	
GRAND TOTAL							
	29,939,324.00	29,939,324.00	411,884.10	131,638.77	0.00	29,527,439.90	1.4%

** END OF REPORT - Generated by Barbara Rathmell **

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Sustainability Practices

ITEM TYPE: Discussion

REQUESTED ACTION: N/A

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger who will provide an overview of sustainability practices related to the Comprehensive Plan Goals and Policies - Goal 1: Future Land Use Element Energy Efficiency Planning/Sustainability; Goal 2: Housing; Goal 4: Public Facilities; and Goal 5: Conservation and Coastal Management.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	1/4/2021
Monica Benischeck, Administrative Services Manager	1/4/2021
Dale L. Martin, City Manager	1/8/2021


Caroline Best Date: December 17, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Creating a Sustainable Community in Fernandina Beach, Florida

By Len Kreger, Fernandina Beach Volunteer Energy Coordinator

with support from the City's Planning Department

June 11, 2013

Fernandina Beach, located on Amelia Island, is a small 12 square mile city on the Atlantic Ocean in Northeast Florida with a population of 11,500 people. The City has an extensive publicly acquired greenway system of over 300 acres, known as the Egans Creek Greenway, which lines the eastern interior border of the island, beginning at the southern edge of the existing City limits and ending at Fort Clinch State Park. The City's National Register historic downtown Central Business District lies along Centre Street, where buildings host a vibrant mix of retail, office, and residential uses. A strong civic presence is maintained downtown and includes City Hall, the County Courthouse, the Main Branch Library, and the United States Post Office.

Sustainability is a work in progress in Fernandina Beach. In 2008, sustainability became a priority when the City adopted Resolution 2008-37 committing to pursue measures to become a "Green Local Government" through the Florida Green Building Coalition (FGBC). The FGBC is a non-profit whose mission is to promote cost-effective, sustainable improvements in the built environment and recognize outstanding environmental stewardship efforts within Florida municipalities. One of the first projects undertaken by the City, implemented in 2008, was the move from paper records storage to electronic storage. The goal of this program was to reduce the need to store records in an environmental controlled storage facility.

In 2009, two major sustainable efforts were initiated. The first was implementation of a density bonus incentive program, which includes both green building certification and sustainable site development practices, for the City's Community Redevelopment Area. Energy is a strong element of the development practices, with emphasis on utilization of the Housing Energy Rating (HERS) system as an effective tool.

The City also completed its 7-year Evaluation Appraisal Report in 2009. This process is a state requirement to determine if there is a need to update the Comprehensive Plan. The report included an assessment to identify any major issues. One of the issues identified by the community was sustainability. In evaluating existing and future long-range planning goals, the City acknowledged the essential role sustainable development plays in protecting the health of both the environment and the community. As a local government, the City recognized that it has the ability to impact the global community, as it is increasingly recognized that sustainability must be integrated at the local level in order to achieve sustainability globally. To evaluate its Comprehensive Plan the City used framework of sustainability categories to help create quantifiable goals. These categories included:

- Water + Sewage;
- Waste Reduction + Recycling;
- Energy Efficiency + Renewables;
- Atmospheric Change + Air Quality;
- Transportation Planning + Traffic Management;
- Land Use + Urban Form;
- Housing + Community Development;
- Community Economic Development;
- Natural + Cultural Resource Preservation;
- Community Health + Safety; and
- Disaster Preparedness + Resiliency.

In 2011, the Northeast Florida Regional Council recognized the City's EAR-based Comprehensive Plan amendments with a Regional Award for Excellence in Planning and Growth Management. As part of review by peer agencies, the Comprehensive Plan update was praised for its "thoughtful approach and use of sound principles and strategies which are appropriate for an environmentally sensitive urban coastal community."

In 2010 the City Manager agreed to form an internal working group of employees dedicated to discovering and promoting ways to conserve resources, reduce energy costs, decrease waste, protect and strengthen the local economy, and save money throughout the City's governmental operations. This group was called "Sustainable Fernandina." It explored the City's existing measures towards being green and developed group goals. That year the committee achieved a number of accomplishments. It established a centrally located City recycling center, created procedures for recycling within City facilities and departments, and began transitioning its boards, committees, and the City Commission from paper to electronic agenda packets. In the years which followed, the group was opened to include several active citizen volunteers interested in supporting the City's efforts. Collectively, the group was able to accomplish a variety of goals between 2011 and 2012 including:

- Lighting replacement of almost all city lighting with CFL and LED lighting, resulting of 50-75% energy savings for lighting;
- Implemented an enhanced City-wide curb-side recycling program which increased recycling collection on average 35 to 90 tons a month;
- Held semi-annual recycling and hazardous waste disposal events;
- Improved vehicle operation standards;
- Issued recommendations for renewable energy solutions, including, installation of recreational pool solar systems;
- Held beach clean-up events with partner organizations;
- Sought measureable ways to improve littering at the Beach;
- Evaluated use of alternative energy systems such as a photovoltaic, solar, and wind.

In 2013, the City completed a comprehensive energy survey resulting in a City Energy Plan. This plan includes the tracking of detailed energy usage by facility and the establishing specific energy goals for each facility. For example, the Fire Department has committed to the "Chief's Energy Challenge," a national program which has a goal to achieve a 10% energy savings the first year, and 20% in three years. The City's Energy Plan also calls for monitoring of heating and cooling temperatures based on national standards and appropriate night set-backs.

The City's Information Technology department relocated the City Data Center to an energy-efficient facility in Jacksonville. Additional recommendations include consideration of automated building systems along with the establishment of effective computer maintenance management systems to ensure that the City is able to achieve its recommended life cycle for equipment. A program to ensure all renovations and new construction utilize the best available, cost-effective sustainable systems and equipment available is also in place.

Later this year, the City, in partnership with Florida Public Utilities, Florida Sea Grant, the Transportation Planning Agency, and Nassau County, will host a sustainable lecture series. Topics to be covered will include energy conservation/efficiency, alternate transportation methods, and sea level rise. Businesses and residents are encouraged to attend and participate.

City of Fernandina Beach Energy Plan

(Phase I)

Background:

The City has a utility budget of approximately \$1,200,000. Of this about \$1,000,000 is for electricity. Over the past two years there have been significant efforts to reduce electrical costs using both Conservation and efficiency efforts. In 2010 “Sustainable Fernandina” was formed as a city committee with a goal of promoting ways to conserve resources. Energy cost reduction was included in the Committee goals. The Committee has since been eliminated but conservation/efficiency efforts continue. In 2011 the City took advantage of Florida Public Utilities Energy Survey process using the data provided to continue conservation efforts.

2. Authority:

The City Comprehensive Plan; Future Land Use, Multi-Model Transportation, Conservation and Coastal Management, Capital Improvement and Housing Preservation Element along State Codes require and recommend energy conservation/efficient efforts.

This plan specifically meets part of the requirements of Policy 5.13.01 of the Conservation and Coastal Management Element to develop and implement an energy conservation plan by 2014.

3. Data:

It is difficult to get and monitor detailed electric costs as Electric is included with water in the 4300 utility account. Electric costs account for approximately 80-85% of the utility account.

Since 2010 there have been significant cost reductions by department ranging up to 30%. There have also been some department increases. Overall the large departments have had reductions in energy use.

4. Conservation:

Electrical conservation is generally defined as control (manual, timers and sensors). This includes temperature control.

The City has made some improvements in this area, with installation of programmable thermostats and the setting of set points.

There is a lot of potential to continue improvement. (See recommendations)

2. Efficiency generally includes; Lighting, HVAC (Maintenance and replacement) and other equipment. HVAC and lighting compose are the most significant energy costs of commercial buildings.

The City has done an excellent job of lighting upgrades and replacements using energy efficient fluorescent and CFL lighting.

The City has over 165 heat pumps! Without getting into a lot of detail this is an area where there needs to be a comprehensive review of both maintenance and replacements. See recommendations below.

Bulb identification and purchasing for bulbs for facilities who are responsible for changing their bulbs is an area where there needs to be improvement.

6. Renewables:

Due to significant first costs and long payback time the City has implemented limited renewable energy projects.

The utility department has installed a small photovoltaic system.

Solar hot water, which has excellent payback, is being considered for the Atlantic Recreation pool.

7. Natural Gas applications were reviewed, but at this point both technical issues and costs using life cycle costing limit consideration.

8. Gasoline use was not part of this study.

9. Grants: The Grant Administrator surveys grant opportunities. When developed and published the Strategic Energy Plan will provide a guide for grant searches.

10. Recommendations

a. Assign Energy Coordination as a collateral duty to a qualified individual. This position will monitor electric use on a monthly basis and forward a report to the City Manager.

b. Implement immediately the City Excel KWH tracking system. Consider updating the budget system to establish separate accounts for water and electric.

c. Establish City wide heating and cooling set points at 68 degrees heating 76 degrees cooling. Establish night setbacks based on facility usage and equipment

capabilities to bring spaces up to day setbacks. An example would be heating at 55 Degrees, cooling at 85 degrees.

d. Set programmable thermostats as indicated above with limitations on staff access to change set points. Continue installation of programmable thermostats, timers and consider use of sensors. Initially sensors should be installed based on the consideration of “day lighting.” Examples are garages and fire station bays. Review the potential for implementation of a building automated system on a limited basis.

e. Identify appropriate light bulbs to be utilized by those facilities which change their own lights.

f. Establish a central supply for bulbs and purchase in bulk based on pricing.

g. Establish a district building maintenance (energy efficiency) fund which will be utilized for energy efficiency projects based on review by City management. The savings from these projects will be returned to the fund.

h. Complete an in comprehensive study to review maintenance procedures and staffing. Consideration should be given to the implementation of a Computer Maintenance Management System. This review will include a detailed evaluation of HVAC service life issues such as actual service life compared to recommended service life and the cost relationship to reactive and/or preventative maintenance. Energy constitutes 50% of the life cycle costs for HVAC equipment. The use of reactive maintenance rather than preventative increases significantly energy costs. Included in the study of maintenance procedures should be consideration for additional technical training for the maintenance staff, specifically HVAC training. The study should also consider a cost benefit analysis for the use of maintenance contracts for selected equipment.

i. Continue to purchase replacement HVAC equipment based on energy efficiency evaluation using the Seasonal Energy Efficiency Rating system (SEER) life cycle costing and the relationship to reactive and/or preventative maintenance. (see paragraph h. above)

k. Where possible submit for FPU Energy Rebates. With the exception of the Photovoltaic rebate the amounts of the rebates are not large, but they can mount up.

l. Follow-up with Florida Public Utilities on the potential energy savings for street lighting.

m. Utilize renewable energy technologies when economic feasible. Specifically consider solar hot water systems which have excellent paybacks.

n. Establish and publish City wide energy goals. This will be similar to Federal Executive Orders 13243 which requires energy reductions over a specific period. An example would be 10% reduction by 2015.

24 April 2013

RESOLUTION NUMBER 2008-37

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA TO PURSUE MEASURES TO BECOME A "GREEN LOCAL GOVERNMENT" THROUGH IMPROVED ENVIRONMENTAL PERFORMANCE, USING CRITERIA AND STANDARDS DEVELOPED BY THE FLORIDA GREEN BUILDING COALITION, AND ENCOURAGING THE LEGISLATURE AND GOVERNOR TO SUPPORT THE GREEN LOCAL GOVERNMENT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach of Florida recognizes the importance of environmental stewardship in a variety of media, including energy, water, air, land and waste; and

WHEREAS, successful environmental stewardship practices will enhance local and national energy security, protect natural resources for future generations, and result in long term cost savings; and

WHEREAS, the Florida Green Building Coalition, Inc., is a Florida non-profit corporation with open membership whose primary mission is to develop and maintain Green Designation Standards for Florida and to promote cost-effective, sustainable improvements in the built environment; and

WHEREAS, the Florida Green Building Coalition not only presents opportunities for a municipality to "be green," but also provides examples and resources covering how to do it; and

WHEREAS, the Florida Green Building Coalition, Inc., has developed the "Green Local Government Standard," which designates Green Cities and Green Counties for outstanding environmental stewardship; and

WHEREAS, the Green Local Government Standard focuses on improving municipal environmental performance through measurable criteria for municipalities to pursue in order to promote alternative energies and a cleaner environment; and

WHEREAS, because the Green Local Government Standard was developed with the participation of cities and counties, it recognizes the diversity of Florida's municipalities and their need for flexibility and autonomy; and

WHEREAS, municipalities who incorporate sufficient criteria such that they meet or exceed designated thresholds are "certified" or "registered" as a Green Local Government; and

WHEREAS, a Green Local Government is defined as a city or county that incorporates multiple environmental, ecological and sustainability features throughout the functions they perform that improve the environmental performance considerably over a city or a county that just minimally meets state and local regulations; and

WHEREAS, the Green Local Government Standard is a useful reference even for those municipalities who do not choose to become "certified" or "registered," but who are trying to achieve a particular environmental goal.

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

SECTION 1. The City Commission hereby endorses the Florida Green Building Coalition's "Green Local Government Standard" as a voluntary means for municipalities to take positive steps toward improving and advancing environmental quality and energy security.

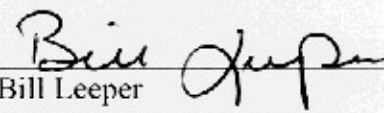
SECTION 2. The City Commission hereby will pursue steps toward becoming a Florida Green Local Government using the Green Local Government Standard developed by the Florida Green Building Coalition.

SECTION 3. The City Commission hereby encourages the Florida Legislature and Governor Crist to support the Green Local Government program of the Florida Green Building Coalition, Inc., as a means for Florida municipalities to use their home rule powers to improve their environmental stewardship through participation in a program that is voluntary, fiscally defensible, and tailored to the specific environmental goals of each municipality and its citizens.

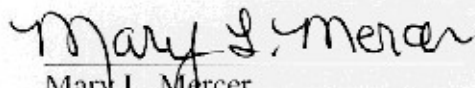
SECTION 4. This Resolution shall become effective immediately upon passage.

ADOPTED this 4th day of March, 2008.

CITY OF FERNANDINA BEACH


Bill Leeper
Mayor - Commissioner

ATTEST:


Mary L. Mercer
City Clerk

APPROVED AS TO FORM:


Tammi E. Bach
City Attorney



CITY COMMISSION AGENDA ITEM

SUBJECT: RESOLUTION 2008-37
APPROVING GREEN CITY PROGRAM

DEPARTMENT: CITY CLERK

ATTACHMENTS: ☐ Ordinance ☒ Resolution
☐ Other ☐ Support Documents

SUMMARY: On Friday, August 16, 2007 in conjunction with the Florida League of Cities Annual Conference the Florida League of Mayors' Board of Directors encouraged Florida cities to approve a Resolution adopting the "Mayor's Green City Action Accord" which supports the Governor's Energy Action Team and the Florida Green Building Coalition's Green City Program. By the adoption of this Resolution, the City of Fernandina Beach would pursue measures to become a "Green Local Government" through improved environmental performance, using criteria and standards developed by the Florida Green Building Coalition.

RECOMMENDATION: Approve Resolution 2008-37

DEPARTMENT HEAD	Submitted: Mary L. Mercer, City Clerk	Date: 02/29/08
	Requested Agenda	Date: 03/04/08
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date: N/A
CITY ATTORNEY	Approved as to Form <i>TEB</i>	Date: 2/29/08
CITY MANAGER	Approved Agenda Item for: <i>M</i>	Date:

COMMISSION ACTION: ☐ Approved as Recommended ☐ Disapproved
☐ Tabled Indefinitely ☐ Continued to Certain Date
☐ Approved with Modification

DISTRIBUTION: CM ☐ CA ☐ CC ☐ FI ☐ CD ☐ PR ☐ PD ☐ FD ☐ HR ☐ GC ☐ MD ☐ UD

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Visioning Workshop - January 27, 2021

ITEM TYPE: Discussion

REQUESTED ACTION: N/A

SYNOPSIS: This item is placed on the agenda at the request of Mayor Lednovich. The City Commission will convene for a Visioning Workshop on January 27, 2021. Mayor Lednovich desires to solicit his fellow Commissioners regarding matters they would like to discuss at the Workshop.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Caroline Best, City Clerk	1/8/2021
Monica Benischeck, Administrative Services Manager	1/8/2021
Dale L. Martin, City Manager	1/8/2021


Caroline Best, City Clerk Date: December 18, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Capital Improvement Funding

ITEM TYPE: Discussion

REQUESTED ACTION: N/A

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger who will provide an overview of capital improvement funding in relation to Florida Statutes, policies and best management practices, building assessments, project planning/procurement, and maintenance.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Caroline Best, City Clerk	1/8/2021
Monica Benischeck, Administrative Services Manager	1/8/2021
Dale L. Martin, City Manager	1/11/2021

Date: December 29, 2020

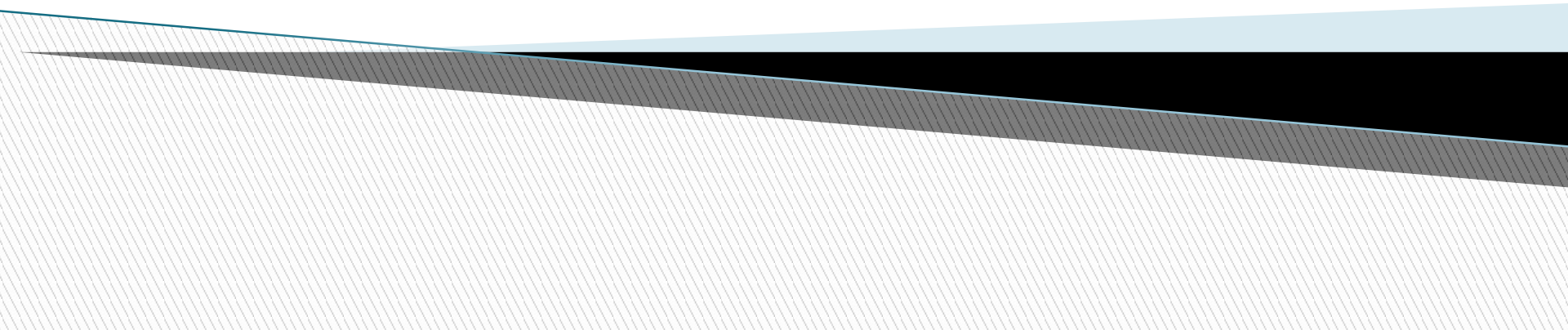
Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Capital Improvement Funding

Capital Improvement Plan
Building Assessments

Vice Mayor Len Kreger



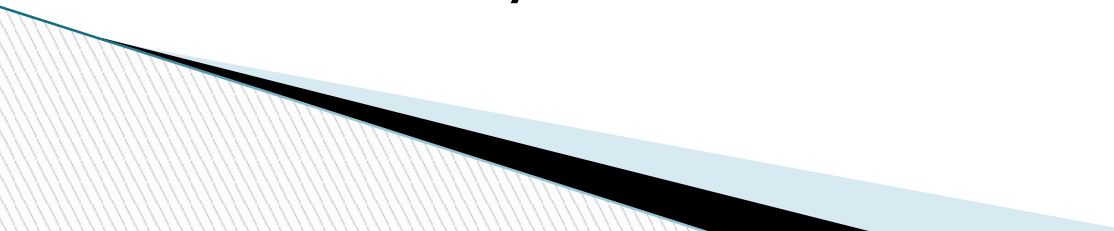
Capital Improvement Funding

- Florida Statute 163.3177 Required and Optional Elements Plan Comprehensive.
- Paragraph (3)(a) The comprehensive plan shall include a Capital Improvement Plan.
- A least five years
- A schedule of capital improvements which includes any publically funded projects.
- Projects necessary to ensure than any adopted level of service standards are achieved and maintained for the five year period must be identified as either funded or unfunded and given a priority for funding

Capital Improvement Plan

- ❑ Comprehensive Plan Goal 8, Capital Improvement Element.
- ❑ Capital Improvement projects with a cost of \$25,000 required to maintain adopted levels of service.
- ❑ Established Priorities
- ❑ 5 year and 20 CIP
- ❑ Annual Report requiring the capacity or deficient of: roads, sanitary sewer, solid waste, drainage, parks, recreation, open space, fire/rescue, police, boating, bicycle and pedestrian access, waterways and shoreline access.

Building Assessment

- Property Condition Assessment
 - Building envelope (roof, walls, windows, doors)
 - Existing building systems
 - Energy efficient solutions
 - Indoor air quality
 - Life safety conditions
 - Code Compliance
 - Life cycle costing
 - (January 2021)
- 

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: 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 12/31/2020

Monica Benischeck, Administrative Services Manager 12/31/2020

Date: December 30, 2020

Submitted By: Monica Benischeck, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: 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 12/31/2020

Monica Benischeck, Administrative Services Manager 12/31/2020

Date: December 30, 2020

Submitted By: Monica Benischeck, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Agenda Format

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT:

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Dale L. Martin, City Manager 1/11/2021

Monica Benischeck, Administrative Services Manager 1/11/2021

Date: January 11, 2021

Submitted By: Monica Benischeck, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Toptracer

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT:

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Dale L. Martin, City Manager 1/11/2021

Monica Benischeck, Administrative Services Manager 1/11/2021

Date: January 11, 2021

Submitted By: Monica Benischeck, 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	December 1, 2020
City Commission Organizational Meeting	December 15, 2020
City Commission Regular Meeting	December 15, 2020

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager	1/8/2021
Monica Benischeck, Administrative Services Manager	1/8/2021



Date: December 29, 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, December 1, 2020 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 Pastor Dr. Mark Charles, Sr. of Memorial United Methodist Church.

4.1 PRESENTATION - NASSAU HUMANE SOCIETY: Representatives of the Nassau Humane Society presented Rhonda 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 provided 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: Mayor Miller read the Proclamation in full and proclaimed the month of November 2020, as "National American Indian Heritage Month". American Indian Committee Chairwoman Ms. Cara Curtin was present to accept the Proclamation.

4.4 PROCLAMATION - ANCHORS AWEIGH CHARTERS, INC.: Mayor Miller read the Proclamation in full recognizing Anchors Aweigh Charters, Inc. for providing boating excursions, to individuals with limitations, an opportunity to experience charter fishing. Captain Steve Hair was present to accept the Proclamation and expressed gratitude for the ability to provide charter excursions for those who otherwise may not have the opportunity.

5.1 CONSERVATION/ENVIRONMENT/ REVIEW OF TREE CANOPY REPLACEMENT PLAN: This item is placed on the agenda at the request of Commissioner Lednovich who spoke to the current building trend that jeopardizes trees including a recent incident brought to his attention by constituents. Commissioner Lednovich requested the incoming Commission consider reviewing and strengthening tree ordinances.

5.2 WATERFRONT DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich. City Manager Martin reported that he and City Engineer Charles George will meet with Marquis, Latimer+Halbeck in their St. Augustine office along with Passero and Associates on Monday, December 7, and an update on next steps will be given at the December 15th City Commission Regular Meeting.

5.3 MARINA: This item is placed on the agenda at the request of Commissioner Ross. ***The consensus of the Commission was to remove this recurring discussion item from consideration.***

5.4 OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): This item is placed on the agenda at the request of Commissioner Ross. City Attorney Bach reported a response from the Florida Department of Transportation acknowledging receipt of her letter regarding the PILOT payments due to the City from OHPA.

5.5 COVID-19: Commissioner Lednovich gave a slide presentation regarding COVID-19 cases in Nassau County and suggested that City advisory board/committee members have the option to attend meetings virtually. City Attorney Bach explained the legalities, Sunshine laws regarding quorums and board meeting attendance requirements and costly consequences for rule challenges.

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

TREE INCIDENTS: Julie Ferreira, 501 Date Street, provided a report from the Gage Tree Care company regarding the removal of a tree at 1116 Elm Street, the roots of the tree were cracking the walkway which created a trip hazard. The house is scheduled to be demolished thus the tree removal should have been irrelevant. The City removed a 100-150-year-old tree from her property that was concerning.

Discussion ensued regarding tree removal, conservation, and communication with city staff.

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

7.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the Regular Meeting of October 6, 2020; and the Regular Meeting of October 20, 2020 were presented for approval. Staff recommended approval as presented. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2020-180 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: According to the agenda support documents Resolution 2020-180 extends the Emergency Order requiring face coverings, Resolution 2020-168, to January 6, 2021. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-180. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 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: According to the agenda support documents Resolution 2020-181 authorizes the extension of water/wastewater services to the property located at 480 Pine Trail. Also approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-181. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 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: According to the agenda support documents Resolution 2020-175 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. Prolonged discussion ensued amongst the Commission regarding golf course management, funding and solutions.

GOLF COURSE: Genece Minshew, 2428 Los Robles, lives on the golf course and questioned the missing component of a more explicit deliverable from City Manager Martin. With numerous questions to be researched before being answered, six months would be preferable to sixty days to do a more thorough analysis. City employees and non-residents are eligible to buy memberships and the beach card offers further savings.

The consensus of the Commission was to grant a sixty-day extension and reconsider Resolution 2020-175 at the February 16, 2021 City Commission Regular Meeting.

8.2 RESOLUTION 2020-182 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2020/2021: According to the agenda support documents Resolution 2020-182 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. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-182. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 RESOLUTION 2020-183 APPROVING PRECISION SIDEWALK SAFETY AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2020/2021: According to the agenda support documents Resolution 2020-183 approves Precision Sidewalk Safety as a sole source vendor for Fiscal Year 2020/2021 in an amount not to exceed \$50,000. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-183. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.4 RESOLUTION 2020-184 AUTHORIZING THE SOLE SOURCE INSTALLATION OF WINDOWS BY FLORIDA RESTORATION AND CONSTRUCTION, LLC IN THE AMOUNT OF \$24,256.29: According to the agenda support documents Resolution 2020-184 approves the sole source installation of windows by Florida Restoration and Construction, LLC in the amount of \$24,256.29. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-184. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.5 RESOLUTION 2020-185 APPROVING AN INCREASE TO THE GOLF COURSE FACILITY TOPTRACER PROJECT #20036: According to the agenda support documents Resolution 2020-185 approves the re-appropriation of funds to the Toptracer project #20036 in the amount of \$60,000. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger, to approve Resolution 2020-185. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.6 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: According to the agenda support documents Resolution 2020-186 approves a change order with Marina Utilities Inc. for permit costs, bond costs, and builders risk insurance costs. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-186. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 SECOND READING OF ORDINANCE 2020-42: City Attorney Bach read Ordinance 2020-42 by title only, which was as follows: "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, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-42 amends the Land Development Code with various changes to address minor inconsistencies and discrepancies.

The public hearing was opened at this time and there being no comments from the floor the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-42.** Commissioner Lednovich questioned the edit of City documents by replacing the word “shall” to “must”. City Attorney Bach clarified that legally “must” means mandatory and “shall” is aspirational and not mandatory. *The consensus of the Commission was to direct City Attorney Bach to correct “shalls” to “musts”.* **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 GOLF COURSE ADVISORY BOARD - two appointments: 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 John Pelican and Lee Murray to the Golf Course Advisory Board. Vote upon passage of the vote was taken by ayes and nays and being all ayes, carried.**

10.2 BOARD APPOINTMENT - HISTORIC DISTRICT COUNCIL - two appointments: According to the agenda support documents there were two appointments for the Historic District Council **A motion was made by Commissioner Lednovich, seconded by Vice Mayor Kreger, to appoint Theresa Duncan to the Historic District Council. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried.

A motion was made by Commissioner Lednovich, seconded by Vice Mayor Kreger, to appoint George Moeller to the Historic District Council. Vote upon passage of the vote was taken by ayes and nays and being all ayes, carried.

CITY MANAGER REPORTS:

EVENT: City Manager Martin reported the Nassau County Household Hazard Waste Collection and Barnabas food drive is Saturday December 5th 8am – 12 Noon.

ELECTION: City Manager Martin reminded all the upcoming Runoff Election Tuesday, December 8th.

THANK YOU: City Manager Martin thanked Commissioner Philip Chapman for his service on the Commission and expressed appreciation for his perspective. City Manager Martin also thanked Mayor Miller and gratefully reflected on his appointment to City Manager five years ago to date.

CITY ATTORNEY REPORTS:

THANK YOU: City Attorney Bach thanked Mayor Miller and Commissioner Chapman their time on the Commission and expressed appreciation for their service to the community.

MASKS: City Attorney Bach thanked the Commission for their commitment to community safety and continuing the mask order.

CITY CLERK REPORTS:

ELECTION: City Clerk Best reported the Runoff Election Canvassing Board Meeting is Wednesday, December 2nd at 1:00 pm.

VACANCIES: City Clerk Best announced the Airport Advisory Commission and the Code Enforcement and Appeals Board each have one appointment available.

THANK YOU: City Clerk Best thanked Commissioner Chapman for his service and expressed gratitude for the honor and privilege to work together. City Clerk Best also thanked Mayor Miller for his service to the community and for appointing her as City Clerk that is an honor to serve the community.

MAYOR/COMMISSIONER COMMENTS:

ACCOMPLISHMENTS: Commissioner Ross recapped City Commission accomplishments over the past three years in recognition of the achievements of Commissioner Chapman and Mayor Miller.

THANK YOU: Commissioner Ross thanked Mayor Miller for his service and the enjoyment of working together on the Commission.

THANK YOU: Commissioner Lednovich voiced appreciation and honor in serving on the Commission and thanked Mayor Miller and Commissioner Chapman for their service.

THANK YOU: Vice Mayor Kreger echoed the sentiments thanking Mayor Miller and Commissioner Chapman for working together on the Commission.

APPRECIATION: Commissioner Chapman expressed appreciation for the participants that recently decorated the storefront windows for the holidays.

THANK YOU: Commissioner Chapman acknowledged and thanked city staff for their professionalism, dedication, and commitment and gave a special thanks to the IT department, City Clerk Best, City Attorney Bach, and City Manager Martin for their tremendous efforts. Commissioner Chapman also thanked his wife, Marlene, for her support and thanked Mayor Miller for his unwavering dedication.

DRAFT

MINUTES
City Commission Regular Meeting
December 1, 2020
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THANK YOU: Mayor Miller acknowledged and thanked the Commission and expressed appreciation for the honor to serve as Mayor.

16. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:02pm.

ATTEST:

CAROLINE BEST
City Clerk

MICHAEL A. LEDNOVICH
Mayor-Commissioner

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

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was then given by Reverend Bernard Thompson of New Zion Baptist Church.

4.1 COMMISSIONER PHILIP A. CHAPMAN, III: City Commissioner years of service: 2017 – 2020. Mayor Miller thanked Commissioner Chapman highlighting his advocacy and accomplishments in furthering the City’s goal of becoming the most ADA compliant city in the country. Commissioner Chapman thanked all City staff and department directors, recognizing their professionalism and service and thanked the citizens for the opportunity to serve.

4.2 MAYOR JOHN A. MILLER: City Commissioner years of service: 2013 - 2020. Vice Mayor: 2014 - 2015; Mayor 2016 - 2020. Vice Mayor Kreger presented Mayor Miller with a plaque recognizing his years of service and commended him for the outstanding job serving as both Commissioner and Mayor. Mayor Miller thanked the Charter Officers, City staff and department directors, his family, and the citizens of Fernandina Beach. Mayor Miller gave a special thanks to City Manager Martin, proclaiming him an asset to the City and acknowledged City Clerk Best for her professionalism, devotion to her position, and excellence in producing meaningful proclamations and maintaining the history of the City. Mayor Miller also gave a nod to City Attorney Bach for her knowledge, willingness to help and passion for the City. Mayor Miller also acknowledged City staff, their dedication and commitment to citizens and the community.

5. OATH OF OFFICE ADMINISTERED TO MAYOR: **A motion was made by Commissioner Ross, seconded by Commissioner Kreger, to have Michael A. Lednovich serve as Mayor. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** City Clerk Caroline Best administered the Oath of Office to Commissioner Bradley M. Bean.

5.1 COMMISSIONER BRADLEY BEAN: City Clerk Caroline Best administered the Oath of Office to Commissioner Bean.

5.2 COMMISSIONER CHIP ROSS: City Clerk Caroline Best administered the Oath of Office to Commissioner Ross.

5.3 COMMISSIONER DAVID STURGES: City Clerk Caroline Best administered the Oath of Office to Commissioner Sturges.

6. ELECTION AND OATH OF OFFICE ADMINISTERED TO MAYOR: **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to elect Michael A. Lednovich to serve as Mayor. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** City Clerk Caroline Best administered the Oath of Office to Mayor Lednovich.

7. ELECTION AND OATH OF OFFICE ADMINISTERED TO VICE-MAYOR: **A motion was made by Commissioner Ross, seconded by Commissioner Bean, to have Len Kreger continue to**

serve as Vice-Mayor. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried. City Clerk Caroline Best administered the Oath of Office to Vice Mayor Kreger.

8. COMMENTS FROM THE NEW MAYOR: Outgoing Mayor John Miller graciously passed the gavel to incoming Mayor Michael A. Lednovich, who delivered brief remarks thanking Mayor Miller, those in attendance and the community for their support and pledged to leave our City safer, healthier, and stronger than today.

9. APPOINTMENT OF COMMISSIONERS TO COMMITTEES: Following discussion amongst the Commissioners regarding the various appointments, *the Commissioners elected amongst themselves the following appointments of Commissioners to committees:*

9.1 AMELIA ISLAND TOURIST DEVELOPMENT COUNCIL (TDC): **Commissioner Ross and Vice Mayor Kreger**

9.2 NASSAU COUNTY ECONOMIC DEVELOPMENT BOARD (NCEDB): **Commissioner Ross**

9.3 NASSAU HUMANE SOCIETY (NHS): **Commissioner Bean**

9.4 NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL (NEFRC): **Mayor Lednovich**

10. APPOINTMENT OF COMMISSIONERS AS LIAISONS FOR CITY BOARDS/COMMITTEES: There was a brief discussion about the need for board appointments. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to discontinue the practice of appointing Commissioners as liaisons to advisory boards/committees. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 AIRPORT ADVISORY COMMISSION (AAC)

10.2 COMMUNITY REDEVELOPMENT AREA ADVISORY BOARD (CRAAB)

10.3 GOLF COURSE ADVISORY BOARD (GCAB)

10.4 MARINA ADVISORY BOARD (MAB)

10.5 OCEAN, HIGHWAY, AND PORT AUTHORITY (OHPA)

10.6 PARKS & RECREATION ADVISORY COMMITTEE (PRAC)

10.7 PLANNING ADVISORY BOARD (PAB)

11. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:39 pm

ATTEST:

CAROLINE BEST
City Clerk

MICHAEL A. LEDNOVICH
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday December 15, 2020 6:00 pm. Present in City Chambers were Mayor Michael A. Lednovich presiding, Vice Mayor Len Kreger, Commissioners Bradley Bean, Chip Ross, and David Sturges. 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 Lednovich called the meeting to order and invited Vice Mayor Kreger to lead the Pledge of Allegiance to the Flag. The invocation was given by Pastor Bernard Thompson of New Zion Missionary Baptist Church.

4.1 BUDGET SUMMARY: Comptroller Pauline Testagrose reported on the City budget and noted the City has recently received \$269,000 from Nassau County for reimbursement under the Coronavirus Aid, Relief, and Economic Security (CARES) ACT.

4.2 WASTE MANAGEMENT, INC.: Municipal Marketing and Government Affairs Manager Greg Huntington provided a presentation outlining Waste Management's services and answered questions regarding trash pickup concerns and fees. Discussion ensued amongst the Commission voicing constituent inquiries, complaints, and suggestions.

YARD DEBRIS/SURVEY: Mike Meadows, 2601 Via Del Ray, yard debris and illegal dumping are an ongoing issue in his neighborhood. A recent survey was published, and he was made aware that non-residents completed it, this is bothersome that the Commission would rely on data that could be skewed.

City Manager Martin confirmed that an electronic survey had been made available to the public with links provided through the City website and Facebook pages. Approximately 600 people completed the survey. Commissioner Bean noted that although he and his neighborhood have consistent trash pickup, he is keenly aware residents are passionate about trash. Vice Mayor Kreger noted the significance of the proposed 25% increase and ongoing pickup issues that will need to be resolved by Waste Management going forward. Commissioner Ross shared his experience touring collection routes and the challenges involved and shared the pros and cons of bagging and bundling noting there is not an easy answer. Commissioner Sturges noted an improvement in his neighborhood service with yard waste pickup and questioned what new equipment would be purchased with the nearly \$7 rate increase asking if it might be better to return to the airport method. Further discussion ensued regarding trash pickup and resolving removal of large piles and mitigating illegal dumping. City Manager Martin encouraged all to tour facilities and learn about trash and garbage. Commissioner Ross noted constituent complaints are primarily about yard waste. Mayor Lednovich suggested a third container be provided for yard debris. Mr. Huntington will provide a price for a third container noting the company will work with City staff to provide the best solution for all. City Attorney Bach explained the legality of the franchise agreement assignment. ***The consensus of the Commission was to direct City Attorney Bach to draft a resolution formally assigning the franchise agreement to Waste Management, Inc. at the January 5th City Commission Regular Meeting.***

5.1 CONSERVATION/ENVIRONMENT: This item was placed on the agenda at the request of Mayor Lednovich who reported in preservation news that the North Florida Land Trust has entered into an agreement to purchase and preserve the historic Little Nana Dune located at American Beach. Commissioner Ross explained the current process to acquire funds to purchase the dunes. Mayor Lednovich announced the Planning and Conservation Department will hold a Partridge in a Pear Tree

Planting Day, Monday December 21st at 10:00 am, 1300 Hickory Street. Seventeen trees will be planted, including fruit trees.

5.2 WATERFRONT DEVELOPMENT: This item was placed on the agenda at the request of Commissioner Lednovich. City Manager Martin reported that an updates on the resiliency effort and the waterfront will be provided in an upcoming City Commission Regular Meeting prior to the Goal Setting Workshop which will be scheduled towards the end of January 2021.

5.3 MARINA: This item was placed on the agenda at the request of Commissioner Ross who thanked City Manager Martin, former Marina Project Manager Bronson Lamb, resident Lynn Williams, and Lobbyist Buddy Jacobs for being instrumental in getting the Marina operational. Commissioner Ross also thanked Fleet/Facilities/Sanitation Director Jeremiah Glisson and Facilities Superintendent Randy Maxwell for their expertise in getting the Marina rebuilt. ***The consensus of the Commission was to remove this recurring discussion item from future agendas.***

5.4 OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): This item was placed on the agenda at the request of Commissioner Ross who announced that the OHPA meetings are now available on online at the YouTube channel for viewing.

5.5 COVID-19: Commissioner Lednovich showed a presentation detailing local and national case trends. ***The consensus of the Commission was to direct City Manager Martin to place CARES ACT fund distribution on the January 5th City Commission Regular Meeting.***

5.6 SALE OF WATER/WASTEWATER UTILITY: This item is placed on the agenda at the request of Vice Mayor Kreger. ***The consensus of the Commission was to direct City Manager Martin to proceed with obtaining a baseline assessment of the Water/Wastewater Utility.***

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

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

7.1 APPROVAL OF MINUTES: According to the agenda support documents, the Regular Meeting of November 4, 2020, and the Canvassing Board Meeting of December 2, 2020 were presented for approval. Staff recommended approval of the Minutes as presented. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2020-187 APPROVING THE EXTENSION OF WATER/WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.58 ACRES OF LAND LOCATED AT 855 CASHEN DRIVE: According to the agenda support documents Resolution 2020-187 authorizes the extension of water/wastewater services to the property located at 855 Cashen Drive. Also approves the Voluntary Annexation Petition. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-187. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2020-188 APPROVING THE EXTENSION OF WATER/WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.58 ACRES OF LAND LOCATED AT 858 CASHEN DRIVE: According to the agenda support documents Resolution 2020-188 authorizes the extension of water/wastewater services to the property located at 858 Cashen Drive. Also approves the Voluntary Annexation Petition. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-188. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 RESOLUTION 2020-189 APPROVING A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH ROLLIN' PHAT SCOOTERS, LLC. FOR GUIDED AND NON-GUIDED SIGHTSEEING "MOTOR SCOOTER" TOURS: According to the agenda support documents Resolution 2020-189 approves the Non-Exclusive Franchise Agreement with Rollin' Phat Scooters, LLC. **A motion was made by Commissioner Ross, seconded by Commissioner Bean, to approve Resolution 2020-189 as amended by removing the Bosque Bello Cemetery from the sightseeing route.**

REPRESENTATION: JON LASSERE, ESQ., 960185 Gateway Blvd., represents the franchisee who agrees to the amendment and concedes to the revision. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 RESOLUTION 2020-190 APPROVING A PROPOSAL FROM CONCRETE CONSERVATION, INC IN AN AMOUNT NOT TO EXCEED \$30,000 FOR MANHOLE REHABILITATION BY WAY OF A PIGGYBACK AGREEMENT TO JEA CONTRACT #155169: According to the agenda support documents Resolution 2020-190 approves the proposal from Concrete Conservation, Inc. to provide manhole rehabilitation services in an amount not to exceed \$30,000 under the pricing per piggyback agreement with the JEA Contract #155169. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Sturges, to approve Resolution 2020-190. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 RESOLUTION 2020-191 APPROVING A PROPOSAL FROM ASPHALT PAVING SYSTEMS, INC. IN AN AMOUNT NOT TO EXCEED \$300,000 FOR CAPE SEAL, MILL AND RESURFACE, AND THERMO PLASTIC STRIPING OF CITY ASPHALT RIGHTS-OF-WAY BY WAY OF A PIGGYBACK PURCHASE TO THE LEE COUNTY, FLORIDA, CONTRACT: According to the agenda support documents Resolution 2020-191 approves the proposal from Asphalt Paving Systems, Inc. to cap seal, mill and resurface, and place thermo-plastic striping on City asphalt rights-of-way in an amount not to exceed \$300,000 as a piggyback agreement with the Lee County, Florida, Contract. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-191. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.4 RESOLUTION 2020-192 AMENDING THE CITY'S PERSONNEL POLICY MANUAL; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES, RESOLUTIONS AND POLICIES IN CONFLICT HEREWITH: According to the agenda support documents Resolution 2020-192 approves and adopts amended Personnel Policy Manual Section 406: Final Pay and Leave Time. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-192. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 Quasi-judicial - SECOND READING OF ORDINANCE 2020-21: City Attorney Bach stated the Ordinance title was incorrect: Section 9 language related to initial elections was removed by the City Commission at the first reading. **A motion was made by Commissioner Bean, seconded by**

Commissioner Sturges, to approve Ordinance 2020-21 as amended to include all Section 9 provisions.

COMMENDATION: Margaret Davis, 2162 First Avenue, a Charter Review Committee member, commended Charter Review Committee Chairperson Arlene Filkoff for a job well done.

Commissioner Bean gave a slide presentation on voter turnout by precinct and thanked the Charter Review Committee members for their efforts and explained the initial election process would be consistent with state and county practices. Vice Mayor Kreger is not in support and believes the current election process works. Mayor Lednovich spoke to the unique non-partisanship of Commissioner seats. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Bean:	Aye
Commissioner Sturges:	Aye
Vice Mayor Kreger:	Nay
Commissioner Ross:	Nay
Mayor Lednovich:	Nay

3-2 Motion failed. (Nay – Vice Mayor Kreger, Commissioner Ross, and Mayor Lednovich)

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

PROFESSIONAL QUALIFICATIONS FOR CITY CLERK AND REQUIRING DESIGNATION OF CITY CLERK PRO TEM; AMENDING SECTIONS 58 AND 60 BY PROVIDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR COMPTROLLER AND REQUIRING COMPTROLLER TO PROPOSE SOUND, WRITTEN INVESTMENT POLICIES FOR APPROVAL BY COMMISSION; AMENDING SECTION 64 BY REQUIRING COMPTROLLER TO SCHEDULED ANNUAL FINANCIAL AUDIT BY INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT; AMENDING SECTIONS 74 AND 75 BY PROHIBITING TRANSFER OF FUNDS OUT OF CONSERVATION TRUST FUND TO BE USED FOR ANY OTHER PURPOSE BESIDES CONSERVATION; REPEALING SECTION 107A TO REMOVE RESTRICTIONS ON COMMUNITY REDEVELOPMENT AREAS (CRA's); AMENDING SECTION 121 BY PROVIDING AN OATH OF OFFICE IN COMPLIANCE WITH STATE LAW INCLUDING FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES; AMENDING SECTION 136 PROVIDING THAT BY MAJORITY VOTE, CITY COMMISSIONERS, CHARTER OFFICERS AND MEMBERS OF APPOINTED CITY BOARDS MAY REQUEST THAT THE CITY COMMISSION INVESTIGATE A DEPARTMENT, OFFICER OR EMPLOYEE; CREATING SECTION 141 PROVIDING FOR CITIZEN INITIATIVES TO PROPOSE OR AMEND CITY ORDINANCES AND PROVIDING FOR AN INITIATIVE PROCESS; AMENDING RESERVED SECTION 142 TO REQUIRE THE CHARTER TO BE REVIEWED EVERY EIGHT YEARS BY A CHARTER REVIEW COMMITTEE MADE UP OF CITY RESIDENTS; AMENDING SECTIONS 6-8, 12-13, 22, 29-30, 59, 62, 71, 79, 137, 143, AND 144 TO CLARIFY CERTAIN PROVISIONS WITHOUT CHANGING THEIR MEANING; REPEALING SECTIONS 10b, 14-15, 20, 32- 33, 45, 61, 69, 72, 78, 120, 122 AND 125 TO BE CONSISTENT WITH STATE LAW AND/OR INCORPORATING SECTIONS INTO OTHER EXISTING SECTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.." According to the agenda support documents Ordinance 2020-21 approves the recommended changes to the City's Charter submitted by the Charter Review Committee to be placed on a mail ballot for voters in 2021.

Mayor Lednovich opened the quasi-judicial public hearing at this time and there being no comments from the floor the quasi-judicial public hearing was closed. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-21 (without the following language from Section 9: "and creating an initial election to eliminate runoffs after the general election date.")** City Attorney Bach requested direction from the Commission regarding a date for the mail in ballot. Discussion ensued amongst the Commission to ascertain a time frame for the mail in ballots. City Clerk Best favored a six-month time frame. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** Mayor Lednovich thanked the Charter Review Committee for their efforts and contributions.

9.2 Quasi-judicial - SECOND READING OF ORDINANCE 2020-43: City Attorney Bach read Ordinance 2020-43 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH ANNEXING APPROXIMATELY 0.50 ACRES OF LAND LOCATED AT 3001 S. 14TH STREET AND CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2020-43 requests voluntary annexation of properties located at 3001 S. 14th Street totaling 0.50 acres of land.

Mayor Lednovich opened the quasi-judicial public hearing at this time and there being no comments from the floor the quasi-judicial public hearing was closed. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-43. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.3 Quasi-judicial - SECOND READING OF ORDINANCE 2020-44: City Attorney Bach read Ordinance 2020-44 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 0.50 ACRES OF LAND LOCATED AT 3001 S. 14TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-44 requests for Future Land Use Map assignment of Low Density Residential (LDR) for property located at 3001 S. 14th Street, totaling 0.50 acres of land.

Mayor Lednovich opened the quasi-judicial public hearing at this time and there being no comments from the floor the quasi-judicial public hearing was closed. **A motion was made by Commissioner Ross, seconded by Commissioner Bean, to approve Ordinance 2020-44. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.4 Quasi-judicial - SECOND READING OF ORDINANCE 2020-45: City Attorney Bach read Ordinance 2020-45 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 0.50 ACRES OF LAND LOCATED AT 3001 S. 14TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-45 requests Zoning Map change for property located at 3001 S. 14th Street, assigning the Low Density residential (R-1) zoning district for properties totaling 0.50 acres of land.

Mayor Lednovich opened the quasi-judicial public hearing at this time and there being no comments from the floor the quasi-judicial public hearing was closed. **A motion was made by Commissioner Bean, seconded by Commissioner Ross, to approve Ordinance 2020-45. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.5 Quasi-judicial - SECOND READING OF ORDINANCE 2020-46: City Attorney Bach read Ordinance 2020-46 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH ANNEXING APPROXIMATELY 3.87 ACRES OF LAND LOCATED AT 1440 AND 1420 SOUTH 14TH STREET, 1410 AND 1412 AND 1416 NECTARINE STREET, AND 1409 PAPPY’S PLACE, 1415 AND 1505 SOUTH 15TH STREET, CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support document Ordinance 2020-46 requests voluntary annexation of properties located on S. 14th Street, S. 15th Street, Nectarine Street and Pappy’s Place totaling 3.87 acres of land.

Mayor Lednovich opened the quasi-judicial public hearing at this time and there being no comments from the floor the quasi-judicial public hearing was closed. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-46.** Vice Mayor Kreger spoke to the willingness of the developer to accommodate the needs of the City. Commissioner Ross concurred noting the plan to develop the medical buildings is well thought out and stated commercial land pays greater City taxes. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.6 Quasi-judicial - SECOND READING OF ORDINANCE 2020-47: City Attorney Bach read Ordinance 2020-47 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH ASSIGNING A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR 3.87 ACRES OF LAND LOCATED AT 1440 AND 1420 S. 14TH STREET, 1409 PAPPY’S PLACE, 1410, 1412, 1416 NECTARINE

STREET AND 1415 AND 1505 S. 15TH STREET PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-47 requests for Future Land Use Map assignment of General Commercial (GC) for properties located on S. 14th Street, S. 15th Street, Pappy's Place and Nectarine Street, totaling 3.87 acres of land.

Mayor Lednovich opened the quasi-judicial public hearing at this time and there being no comments from the floor the quasi-judicial public hearing was closed. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-47.** Mayor Lednovich expressed concerns with disenfranchising low-income citizens from affordable housing and the possibility of the development of another hotel. Commissioner Ross spoke to increasing density and height to allow for affordable housing. Commissioner Sturges concurred explaining that cities large and small are creating 2-3 story housing on smaller lots however cities are not in the business of managing affordable housing. Ultimately, redevelopment is needed in a different area to create more housing, not in the area being voted on. Vice Mayor Kreger concurred that affordable housing is needed. City Attorney Bach explained non-conforming use and the general rule is non-conforming use must cease for at least 180 days (six months) that triggers the change of use that must come into compliance. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.7 Quasi-judicial - SECOND READING OF ORDINANCE 2020-48: City Attorney Bach read Ordinance 2020-48 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH ASSIGNING A ZONING CATEGORY OF COMMUNITY COMMERCIAL(C-1) AND GENERAL COMMERCIAL (C-2) FOR 3.87 ACRES OF LAND LOCATED 1440 AND 1420 S. 14TH STREET, 1409 PAPPY'S PLACE, 1410, 1412, 1416 NECTARINE STREET AND 1415 AND 1505 S. 15TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-48 requests Zoning Map changes for properties located on S. 14th Street, Pappy's Place, Nectarine Street, and S. 15th Street.

Mayor Lednovich opened the quasi-judicial public hearing at this time.

REPRESENTATION: Teresa Prince, Esq. Tomasetti and Prince, 406 Ash Street, represents the owners of the property and the applicants Toadfish and Pappy's Place. Ms. Prince submitted a presentation to clarify the commercial intensive zoned property is currently in Nassau County and the City change will not take away residential. The existing non-conforming uses have been entered into the record. Ms. Prince welcomed the two new Commissioners and expressed hope they will support the City's mask ordinance.

There being no additional comments from the floor, Mayor Lednovich closed the quasi-judicial public hearing. **A motion was made by Commissioner Ross, seconded by Commissioner Sturges, to approve Ordinance 2020-48. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 CODE ENFORCEMENT AND APPEALS BOARD – one reappointment, two appointments: According to the agenda support documents, there was one reappointment and two appointments for the Code Enforcement and Appeals Board. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to re-appoint Gail Shults, and appoint Bernard Thompson from Alternate #1 to Regular Member and Andy Fotiades from Alternate #2 to Regular Member. Vote upon passage of the vote was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

CONDOLENCES: City Manager Martin expressed condolences to Commissioner David Sturges on the recent loss of his mother, Nancy.

CONGRATULATIONS: City Manager Martin congratulated newly inducted Commissioner Bradley Bean and Commissioner David Sturges and looks forward to working together.

HOLIDAYS: City Manager Martin reported City offices will be closed Thursday, 12/24 and Friday, 12/25 in observance of Christmas Eve and Christmas Day and wished all a safe and happy holiday season.

EMPLOYEE SERVICE AWARDS: City Manager Martin and Human Resources Director Denise Matson will observe COVID-19 safety protocol and individually deliver annual employee service awards.

CITY ATTORNEY REPORTS:

RECOGNITION: City Attorney Bach recognized City Manager Martin on his five years of service in his role with the City.

WELCOME: City Attorney Bach welcomed new Commissioner Bean and Commissioner Sturges and looks forward to working together.

HOLIDAYS: City Attorney Bach wished happy holidays and happy new year to all.

AGENDA DISCUSSION/ACTION ITEMS: City Attorney Bach discussed placement of consensus, discussion, and action items on agendas per Commissioner Ross question.

CITY CLERK REPORTS:

BOARD VACANCIES: City Clerk Best reported the Airport Advisory Commission has one vacancy and the Historic District Council has one alternate vacancy.

VIRTUAL ATTENDANCE: City Clerk Best noted Commissioner Sturges will attend the January 5th City Commission Regular Meeting via teleconferencing technology.

CONDOLENCES: City Clerk Best expressed condolences to Commissioner Sturges on the recent loss of his mother.

MAYOR/COMMISSIONER COMMENTS:

ACKNOWLEDGEMENT: Mayor Lednovich acknowledged and congratulated City Clerk Best on her dedication and commitment to the success of the election process.

FOOD DRIVE: Vice Mayor Kreger continued his participation in the ongoing monthly Barnabas/Elm Street Sportsman's Club community food drive and free COVID-19 testing event.

APPRECIATION: Vice Mayor Kreger and City Attorney Bach delivered a letter of appreciation to former Mayor-Commissioner Charles L. Albert Jr., a long-standing community activist and local "pioneer".

ACKNOWLEDGEMENT: Commissioner Bean acknowledged the community and expressed readiness and eagerness to serve as Commissioner in representing the citizens of Fernandina Beach.

THANK YOU: Commissioner Sturges thanked and expressed appreciation for City staff and the citizens of Fernandina Beach voicing gratitude for the support and condolences upon the passing of his Mother.

WELCOME: Commissioner Ross welcomed Commissioner Bradley Bean and Commissioner David Sturges and looks forward to working together.

HOLIDAYS: Commissioner Ross wished all happy holidays and encouraged all to be mindful of the ongoing COVID-19 crisis, and advocated for masks, wellness, and safety.

THANK YOU: Mayor Lednovich thanked the voters and citizens of Fernandina Beach for the honor to serve, pledging to lead through effective solutions amidst challenges the City faces.

CONDOLENCES: Mayor Lednovich echoed condolences and sympathy to Commissioner David Sturges and his family on their recent loss. Commissioner Lednovich also expressed condolences to the family and friends of former Mayor-Commissioner Franz Mitchell.

ACKNOWLEDGEMENT: Mayor Lednovich offered empathy and thoughts to former Mayor-Commissioner Charles L. Albert and family.

RECOGNITION: Mayor Lednovich recognized the Main Street Butterfly Garden which recently installed received an educational sign from the newly retired Camellia Garden Club founded in 1939. A forthcoming Proclamation will be drafted by City Clerk Best.

DEPARTURE: Mayor Lednovich acknowledged the impending departure of Municipal Golf Course Manager Steve Murphy and expressed appreciation for his dedicated efforts and work ethic and wished him well.

SHOP LOCAL: Mayor Lednovich shared a recent loss of a local business due to the effects of the ongoing COVID-19 pandemic and encouraged all to support community retailers and restaurants by shopping locally.

HAPPY HOLIDAYS: Commissioner Lednovich encouraged all to stay safe and consider those in need and wished all happy holidays.

WELCOME: Mayor Lednovich welcomed newly sworn in Commissioner Bradley Bean and Commissioner David Sturges.

16. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:42pm.

ATTEST:

CAROLINE BEST
City Clerk

MICHAEL A. LEDNOVICH
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2021-05
Agreement Approval - Nassau County Supervisor of Elections

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2021-05.

SYNOPSIS: This Resolution approves an agreement between the City and the Nassau County Supervisor of Elections (SOE) for the City of Fernandina Beach special mail ballot referendum election to be held in 2021.

This Agreement would also cover any Post-Election Audit. This is one-time agreement setting forth the terms and conditions under which services will be provided by the SOE to the City of Fernandina Beach for the special mail ballot election in 2021 only and sets forth the responsibilities of both parties so there is a clear understanding of the rights and responsibilities of both parties.

FISCAL IMPACT: The City will pay charges as billed by the Nassau County Supervisor of Elections for conducting the City General Election and the Runoff Election, if necessary.

Funding in the amount of \$31,500 will be allocated in future budgets in the City Clerk's Office Elections Account, 0011200 54912.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2021-5.

Caroline Best, City Clerk	1/12/2021
Tammi E. Bach, City Attorney	1/12/2021
Dale L. Martin, City Manager	1/12/2021

Date: January 08, 2021

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2021-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MUNICIPAL SPECIAL MAIL BALLOT ELECTION AGREEMENT FOR ELECTION SERVICES BY AND BETWEEN THE CITY OF FERNANDINA BEACH AND THE NASSAU COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the attached Municipal Election Agreement, with Exhibit “A” (“Agreement”), sets forth the terms, conditions, rights, roles and responsibilities under which services will be provided by the Nassau County Supervisor of Elections (SOE) to the City of Fernandina Beach for a special mail ballot referendum election to consider amendments to the City Charter in 2021 (the “Special Election”); and

WHEREAS, the rights and responsibilities outlined in the Agreement shall apply to the Special Election, as necessary, as well as the Post Election Audit; and

WHEREAS, as provided in Exhibit “A” to the Agreement, the public pre-election testing of the automatic tabulating equipment will be conducted at the SOE office; and

WHEREAS, as provided in Exhibit “A” to the Agreement, and in accordance with 101.6103 Florida Statute, the Nassau County Canvassing Board shall perform all duties at the SOE office.

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 Municipal Election Agreement by and between the Nassau County Supervisor of Elections and the City of Fernandina Beach, attached hereto as Exhibit “1”.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute said agreement, upon review and approval by the City Attorney.

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

ADOPTED this 19th day of January, 2021.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

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

CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

**MUNICIPAL ELECTION AGREEMENT
FOR SPECIAL MAIL BALLOT REFERENDUM ELECTION SERVICES
BY AND BETWEEN THE NASSAU COUNTY SUPERVISOR OF ELECTIONS
AND THE CITY OF FERNANDINA BEACH**

THIS AGREEMENT, is made and entered into this ____ day of January, 2021, by and between the Nassau County Supervisor of Elections, an elected constitutional officer (hereinafter "SOE"), and the City of Fernandina Beach (hereinafter "Municipality"), a municipal corporation, chartered and organized in accordance with the laws of the State of Florida.

WHEREAS, Chapters 97-106, Laws of Florida, constitutes the Florida Election Code, which applies to municipalities; and

WHEREAS, Section 100.3605, Florida Statutes, provides that the Florida Election Code shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision; and

WHEREAS, the Municipality has requested the assistance of the SOE in conducting a special mail ballot referendum municipal election in 2021, and the SOE is agreeable to providing such election services; and

WHEREAS, the Municipality and the SOE want to work together to provide for a special mail ballot referendum municipal election in 2021 (the "Special Election") and to allocate responsibilities, costs, and terms between the parties to ensure that all applicable laws, rules, special acts, charters, and ordinances are followed.

IT IS HEREBY AGREED, in consideration of the mutual covenants and promises contained in this agreement, and for the mutual benefits of the parties, as follows:

1. PURPOSE

This Agreement sets forth the terms and conditions under which services shall be provided by the SOE to the Municipality for the Special Election and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the Special Election, as necessary, as well as to the Post Election Audit, unless otherwise stated hereinafter.

2. SCOPE OF AGREEMENT

This Agreement concerns the conduct of a special mail ballot referendum municipal election in 2021 until such time this Agreement is terminated. The mutually agreed upon responsibilities for both parties for the Special Election are set forth in Exhibit A, attached hereto and incorporated as if fully set forth herein. Timelines for the Special Election shall be coordinated between the parties at least **60** days prior to.

3. EARLY VOTING

Municipality has determined that it ***shall not*** conduct early voting when the election is held solely for the Municipality. Early voting shall be conducted by SOE when the Municipality's election is held in conjunction with a countywide election.

4. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY

If any election is held solely for the Municipality, Municipality shall be responsible for all costs associated with the conduct of election.

The Municipality shall pay the actual cost, as billed, for the Special Election. These costs include election costs, as defined by Section 97.021, Florida Statutes, and include, but are not limited to: advertising; ballot

preparation; printing of official ballots, including vote by mail and provisional ballots, that shall be used exclusively in the Municipality; ballot changes required by Municipality after initial printing; election board personnel; microfilm services; expenses incurred due to a required recount pursuant to Florida Statutes; providing defense of any legal challenge; and transportation. SOE shall invoice Municipality for all expenses related to the Special Election incurred by the SOE office. The Municipality shall make payment within 45 days after the date of receipt of invoice in accordance with Sections 218.70 et seq., Florida Statutes, the Local Government Prompt Payment Act.

Due to the nature of the election process, there shall be unexpected and otherwise not included actions that arise. In this instance, these actions are the sole financial and legal responsibility of the Municipality.

5. NOTICES

All formal notices affecting the provisions of this Agreement may be delivered in person or sent by facsimile, registered mail, or a recognized overnight courier, to the individual(s) designated below.

For the SOE:
Janet H. Adkins
Nassau County Supervisor of Elections
96135 Nassau Place, Suite 3
Yulee, Florida 32097

For the Municipality:
City Clerk Caroline Best
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

6. RECIPROCAL INDEMNIFICATION PROVISION

Each party agrees to indemnify and hold harmless the other party, its agents, officials, volunteers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, attorneys' fees, and expenses which may accrue against the other party as a consequence of the intentional or negligent acts of its agents, officials, volunteers, or employees. Provided, however, nothing contained in this paragraph shall constitute a waiver of sovereign immunity or of the limitations on liability provided to either party under the Constitution or Laws of the State of Florida. In the event of any threatened or impending action that may give rise to a claim under the terms of this paragraph or suit or other proceedings, the party seeking indemnification for such claim must promptly give notice to the other party in writing by certified mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the other party. The terms of this paragraph shall survive the termination of this agreement.

7. RECORDS

Any Municipality election records in the possession of SOE shall be retained and destroyed in accordance with the State of Florida records retention schedules.

8. SEVERABILITY

If any clause, section, or provision of this Agreement shall be declared unconstitutional, invalid or unenforceable for any cause or reason, the remaining portions of this Agreement shall remain in full force and effect.

9. MISCELLANEOUS

SOE reserves the right to subcontract any and all of the work to be performed under this Agreement; provided, however, SOE shall not be relieved of any of its obligations hereunder.

Any legal costs arising out of an election contest pursuant to Florida law shall be paid by the Municipality.

The rights and obligations of the parties as set forth in this Agreement and Exhibits may be altered only by a written amendment or modification executed by an authorized representative of both parties referencing this Agreement and expressly stating the intention to modify such rights and obligations. Such amendments must be made no later than 120 days prior to a scheduled General Election.

Either party may terminate this agreement at any time for any reason by providing ninety (90) days written notice to the other party.

This Agreement supersedes all prior proposals, communications, and agreements, both oral and written.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year written below.

SUPERVISOR OF ELECTIONS

Nassau County, Florida

By: _____

Janet H. Adkins

Supervisor of Elections

Date: _____

CITY MANAGER

City of Fernandina Beach, Florida

By: _____

Dale L. Martin

City Manager

Date: _____

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

Tammi E. Bach, City Attorney

Caroline Best, City Clerk

EXHIBIT A

MUNICIPAL ELECTION NOT ON A COUNTY ELECTION

A. SOE RESPONSIBILITIES

1. SOE shall determine eligible election workers, schedule, and train the election workers.
2. SOE shall provide Municipality with the ballot layout for review. Municipality approval is required within twenty-four (24) hours of receipt of the ballot layout.
3. SOE shall compile results collected from ~~precincts~~, vote by mail voting, and provisional ballots. and provide the same to the Municipality.
4. SOE shall conduct the public pre-election test of the automatic tabulating equipment pursuant to Section 101.5612, Florida Statutes. This testing shall be conducted at the SOE office, Canvassing Board Room/Conference Room A, located at 96135 Nassau Place, Yulee, Florida, 32097.
5. SOE shall develop security procedures for municipal election activities directly involving the SOE office for review and approval by the Municipality, or, if this action is not needed, the SOE's current security procedures shall be followed.
6. SOE shall provide state certified voting equipment for tabulation of all ballots. In the event that SOE state certified voting equipment is not available for use in a municipal election due to restrictions pursuant to a federally funded grant agreement, Municipality shall be responsible for rental/lease of same. Delivery of voting equipment shall follow SOE normal delivery routes and times. All election-related supplies shall be delivered by SOE in accordance with the SOE's customary practices.
7. SOE shall conduct all vote by mail ballot duties pursuant to state law for Municipality for all elections.
8. SOE is responsible for all advertising required by Florida Law.
9. Canvassing Board shall perform all duties pursuant to Florida law at the SOE office, Canvassing Board Room/Conference Room A, located at 96135 Nassau Place, Yulee, Florida, 32097.
10. Canvassing Board shall be responsible for all statutorily required duties pursuant to Section 101.591, Florida Statutes, and Rule 1S-5.026 *Post-Election Certification Voting System Audit*, F.A.C. The audit shall be conducted at the SOE office, Canvassing Board Room/Conference Room A, located at 96135 Nassau Place, Yulee, Florida, 32097.

B. MUNICIPALITY RESPONSIBILITIES

1. Within 21 calendar days of receipt, municipality shall certify its political boundaries are accurate and current on the maps and that the street index provided by the SOE contains all street addresses located within its political boundaries to ensure eligibility of its voters. In addition, the Municipality must not annex any residential or commercial properties into the City limits after the effective date of this Agreement and until after the Special Election is certified by the Municipality.
2. Unless Municipality wishes to develop its own Security Procedures, the SOE Security Procedures shall be adopted by the Municipality.
3. Municipality must review and approve the ballot layout within 24 hours of receipt of same from SOE.
4. In the event that SOE state certified voting equipment is not available for use in a municipal election due to restrictions pursuant to a federally funded grant agreement, Municipality shall be responsible for rental/lease of same.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2021-06
January and February Special Event Approval

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2021-06.

SYNOPSIS: The City Commission, at their January 5, 2021 Regular Meeting, reached consensus to allow two January 2021 special events: the Martin Luther King Jr. Parade and the Annual Redfish Tournament, and, at the recommendation of the City Manager, the Fernandina Beach Main Street Sip and Shop, providing the event sponsors adhere to CDC guidance for COVID-19 safety measures.

Because a formal Resolution was not presented at the meeting, this Resolution formalizes and memorializes the action taken at the January 5, 2021, meeting.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2021-06.

Dale L. Martin, City Manager 1/11/2021

Tammi E. Bach, City Attorney 1/11/2021

Date: January 06, 2021

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2021-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING WITH CONDITIONS CERTAIN SPECIAL EVENTS SCHEDULED FOR JANUARY AND FEBRUARY 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, beginning in October 2020, the City Commission has reviewed the upcoming special events scheduled within the City to decide whether to permit with conditions or cancel said events during the COVID-19 pandemic for the protection of the health and safety of participants; and

WHEREAS, the Commission voted previously to cancel special events that would include large congregations of participants and allow certain events where proper distancing measure; and

WHEREAS, the COVID-19 pandemic is ongoing, with a recent surge in cases in Nassau County; and

WHEREAS, event applications for special events scheduled for January and February have been submitted to the City.

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

SECTION 1. The City Commission hereby authorizes and approves the following special events be permitted in Fernandina Beach during the COVID-19 pandemic with precautions and conditions to be determined by the City Manager in consultation with Nassau County health officials and upon review of relevant safety precautions as promulgated by the Florida Department of Health, and the Centers for Disease Control for the protection of the health and safety of participants:

- 1) Martin Luther King Jr. Day Parade (Jan 18)
- 2) Annual Redfish Tournament (Jan 29-30)
- 3) Fernandina Beach Main Street Sip and Shop (Feb 12)

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

ADOPTED this 19th day of January, 2021.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST

TAMMI E. BACH

City Clerk

City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2021-07
Special Event Sponsorship Approval

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2021-07.

SYNOPSIS: On March 20, 2018, the City Commission expressed an interest in co-sponsoring events in the City of Fernandina Beach. The Special Events Committee and Fernandina Beach Main Street have each selected five events to sponsor, based on the following criteria: community impact, longevity, and feedback from City staff.

City-related fees will be waived for the co-sponsored events selected, with the exception of Public Safety Officers.

The proposed co-sponsored events nominated by the Special Events Committee are: Sounds on Centre, the Nassau Sports Association Fishing Rodeo, Petanque Amelia Island Open, Hometown Fourth of July, and Shrimp Drop.

The proposed co-sponsored events nominated by the Fernandina Beach Main Street Program are: Dickens on Centre, the Amelia Island Concours d'Elegance Road Tour, the 8 Flags Car Show, and the Black Friday Pajama Party.

FISCAL IMPACT: If approved, City-related fees totaling approximately \$9,000 will be waived for these events. The event organizers will still be responsible for paying Public Safety Officers, as needed.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2021-07.

Dale L. Martin, City Manager 1/11/2021

Pauline Testagrose, Comptroller 1/11/2021

Tammi E. Bach, City Attorney 1/12/2021

Date: December 16, 2020

Submitted By: Monica Benischeck, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2021-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING CITY CO-SPONSORSHIP OF FIVE EVENTS SELECTED BY THE SPECIAL EVENTS COMMITTEE AND FOUR ADDITIONAL EVENTS SELECTED BY THE FERNANDINA BEACH MAIN STREET PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission at its Regular Meeting on March 20, 2018, expressed an interest in co-sponsoring community events in the City of Fernandina Beach; and

WHEREAS, co-sponsored events are exempt from all City-related fees with the exception of Public Safety Officers; and

WHEREAS, the Special Events Committee has selected five events based on impact to the community, longevity, and City staff feedback; and

WHEREAS, Fernandina Beach Main Street has selected four separate events based on similar criteria and with the interest of downtown businesses.

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 City co-sponsorship of Sounds on Centre, the Nassau Sports Association Fishing Rodeo, Petanque Amelia Island Open, Hometown Fourth of July, and Shrimp Drop.

SECTION 2. The City Commission hereby approves the Fernandina Beach Main Street co-sponsorship of Dickens on Centre, the Amelia Island Concours d'Elegance Road Tour, the 8 Flags Car Show, and the Black Friday Pajama Party.

ADOPTED this 19th day of January, 2021.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:

CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2021-08
Sole Source Vendor Approval - Tyler Technologies

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2021-08.

SYNOPSIS: 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.

In February 2019, EnerGov electronic permitting was deployed at the same time in-person permit submittals were still accepted. This phased integration of the electronic permitting software was necessary in order to facilitate the continuance of building permit issuance.

On March 23, 2020, in response to the Covid-19 global pandemic, EnerGov was fully deployed (in-person permit submittals no longer accepted), following ten months of use, EnerGov system modifications are necessary to reconfigure/reprogram permit types, procedures, workflows, and other system configurations in order to improve efficiencies.

Tyler Technologies is the sole provider of their EnerGov software product. City staff does not have the skill sets to revise/reprogram permit types, procedures, workflows and other system configurations within EnerGov software.

FISCAL IMPACT: Funds are available in the Building Department Contractual Services account, 140 53400 in FY 2020-2021.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2021-08.

Monica Benischeck, Administrative Services Manager	1/5/2021
Dale L. Martin, City Manager	1/11/2021
Pauline Testagrose, Comptroller	1/11/2021
Tammi E. Bach, City Attorney	1/12/2021
Katie Newton, Legal Assistant	1/12/2021

Date: December 02, 2020

Submitted By: Stephen Beckman, Building Director

COMMISSION ACTION: Approve

RESOLUTION 2021-08

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

WHEREAS, 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 Building Department budgeted funds to re-engineer Tyler Technologies EnerGov Electronic Permitting System. Staff requests City Commission approval of Tyler Technologies as the sole source vendor for modifying its EnerGov electronic permitting system in an amount not to exceed \$150,000; and

WHEREAS, funds are available in the Building Department Contractual Services account, 140 53400, 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 Tyler Technologies as a sole source vendor for Fiscal Year 2020/2021 in an amount not to exceed \$150,000.

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 19th day of January 2021.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

SOLE/SINGLE SOURCE JUSTIFICATION FORM

(Nov, 2020)

Date: 01.05.2021

Department: Building

Director: Stephen Beckman

Sole/Single Source Vendor: Tyler Technologies

Est. Cost: \$150,000.00

Account Number: 140 53100

Account Name: Building Contractual Services

NOTE: It is a felony to knowingly circumvent a competitive process for commodities or services by fraudulently specifying "sole source" FS 838.22(2).

Service/Commodity Description:

Tyler Technologies was selected during the competitive bid process when the ERP was solicited in RFP 2015-104. This will allow for building permitting system enhancements.

~~This is a module to the existing computer software.~~
Please check the category appropriate for this purchase (attach supporting documentation)

- ☒ **Continuity of product/services-** vendor providing a product/service after a previous purchase.
- ☐ **Manufacturer/distributor-** only known item/source to meet specialized needs of department or perform intended function.
- ☐ **No substitute/compatibility-** component or replacement part has no substitute and can be obtained from only one vendor.
- ☐ **Timeliness-** acquisition of an alternative source would require considerable time and expense to evaluate.
- ☐ **Emergency-** urgent need for the item/service does not allow for soliciting competitive bids (restricted to public health, safety, welfare).
- ☐ **Monopoly-** a monopoly exists as in the case of the U.S. Post Office, Florida Public Utilities, etc.
- ☐ **One-of-a-kind-** only area distributor of the original manufacturer.

Based on the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached be purchased as a sole/single source commodity. I certify that the information contained in this justification is accurate and complete.

Stephen Beckman

Digitally signed by Stephen Beckman
DN: cn=US, E=sbeckman@fbf.city,
O=City of Fernandina Beach,
OU=Building Director/Building
Official, CN=Stephen Beckman
Date: 2021.01.05 20:03:13-05'00'

Department Director Signature



Approved



Disapproved

City Manager Signature

Date:

01/12/2021



Quoted By: Amy Lakari
Date: 4/17/2020
Quote Expiration: 12/31/2020
Quote Name: Fernandina Beach FL - TylerForms - EnerGov - Reports
Quote Number: 2020-108106
Quote Description: TylerForms - EnerGov - Reports

Sales Quotation For

City of Fernandina Beach

204 Ash St

Fernandina Beach, FL 32034-4230

Phone +1 (904) 277-7305

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Form Design	6	\$2,400.00	\$0.00	\$14,400.00
TOTAL:				\$14,400.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$14,400.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$14,400.00	\$0.00
Contract Total	\$14,400.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O. #: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

All primary values quoted in US Dollars

Comments

This quote is for the following services:

Custom Form Design of (6) Forms - EnerGov

Building Report
Building Report 2
Business Tax Permit
Business Tax Report 2
Contractor Report
Processing Report

We will need the signed quote in order to move this project forward to design.

The only items included in this quote are described above. If during the process it is discovered that you need additional services, those will be quoted as additional services and billed accordingly.

Standard delivery for the first proof is 8 weeks after receipt of the signed quote and any other required items. The first proof delivery period begins the 1st business day after all required items are received, provided the information is received by 12:00 noon EST. Any items received after noon will result in the delivery period beginning two business days after all the required items are received. Delivery times do not include nights, weekends or Tyler observed holidays.

If you need us to reference a Purchase Order number when billing you for the quoted services, be certain to include it on or with the signed quote. Please return the signed quote to amy.lakari@tylertech.com. Keys and completed original signature sheets must be sent via overnight delivery to Forms Design, Tyler Technologies, One Tyler Drive, Yarmouth ME 04096.

Any **Tyler Forms services orders** that are cancelled after the first and/or subsequent proofs have been delivered to the Client will be subject to billing at **50% of the listed fee**.

Please note that you have 30 days to test what we have delivered and report any issues. Any issues reported after thirty days will be quoted as an additional billable item.

Disclaimer for Custom Programming and/or Data Manipulation at the Form Level:

The use of form level calculations, and/or data alteration/manipulations can result in longer times to resolve issues; whether form related or data related. Best practice is to use the MUNIS export values before considering form level calculations, and/or data alteration/manipulations.

You should review the export layout vs. the data samples provided and identify source data values where possible. Please provide export layout names for the fields you are asking us to use on the form(s).

There is a known issue with using form level calculations with regards to 'rounding'. In some cases the result will be off by one cent, when decimals are in play, or a dollar when no decimals are in play.

By signing this quote, you acknowledge and accept the risks and issues set forth above.

Comments



Quoted By: Cindy Chase
Date: 4/15/2020
Quote Expiration: 10/12/2020
Quote Name: Fernandina Beach - ERP - EnerGov Imp Project
Quote Number: 2020-108013
Quote Description: EnerGov Re-engineer Project

Sales Quotation For

City of Fernandina Beach

204 Ash St

Fernandina Beach, FL 32034-4230

Phone +1 (904) 277-7305

Email: sbeckman@fbfl.org

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation	472	\$185.00	\$0.00	\$87,320.00
Project Management	56	\$185.00	\$0.00	\$10,360.00
TOTAL:				\$97,680.00

Summary

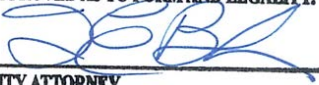
	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$97,680.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$97,680.00	\$0.00
Contract Total	\$97,680.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$30,400.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O. #:	_____

All primary values quoted in US Dollars

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

Comments

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2021-09
Award of RFP #2021-01 - Labor Attorney Services

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2021-09.

SYNOPSIS: The City Attorney utilizes outside counsel occasionally for labor and employment issues. The current contract with Constangy, Brooks, Smith, & Prophete, LLP, has expired and so the City developed and advertised RFP #2021-01 for Labor Attorney Services in October 2020. Five responses were received. An evaluation committee met on December 18, 2020 which included the City Manager, Human Resources Director and Purchasing Agent. The City Attorney was not a member of the evaluation committee. The evaluation committee recommends that Constangy, Brooks, Smith & Prophete, LLP, be selected for the three-year contract for labor and employment that may arise.

FISCAL IMPACT: Funds are available in the City Attorney Legal/Contractual Account, 0011400 54934.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2021-09.

Tammi E. Bach, City Attorney	1/4/2021
Dale L. Martin, City Manager	1/11/2021
Pauline Testagrose, Comptroller	1/11/2021
Katie Newton, Legal Assistant	1/11/2021

Date: December 21, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2021-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING RFP #2020-01 TO CONSTANGY, BROOKS, SMITH & PROPHETE, LLP, FOR LABOR ATTORNEY SERVICES, AUTHORIZING THE CITY ATTORNEY AND CITY MANAGER TO EXECUTE AN AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City occasionally requires outside labor counsel to consult with the City Attorney on matters related to City employees; and

WHEREAS, the City developed and issued Request for Proposal (RFP) #2021-01 for Labor Attorney Services; and

WHEREAS, after careful review of the five responses received, the RFP Evaluation Committee recommends selecting Constangy, Brooks, Smith, & Prophete, LLP, for a three-year agreement to provide labor attorney services.

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

SECTION 1. The City Commission hereby accepts the recommendation of the Evaluation Committee and awards RFP 2021-01 to Constangy, Brooks, Smith, and Prophete, LLP.

SECTION 2. The City Commission authorizes the City Manager and City Attorney to execute an agreement for services.

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

ADOPTED this 19th day of January, 2021.

ATTEST:

CITY OF FERNANDINA BEACH

CAROLINE BEST
City Clerk

MICHAEL A. LEDNOVICH
Mayor-Commissioner

APPROVED AS TO FORM & LEGALITY:



TAMMI E. BACH
City Attorney



Request For Proposal: RFP 21-01

LABOR ATTORNEY SERVICES

CITY OF FERNANDINA BEACH
204 Ash Street
Fernandina Beach, FL 32034

Due: 2:00PM EST; November 17, 2020

CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES

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**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

General Information

The City of Fernandina Beach, Florida is accepting competitive sealed proposals for **Labor Attorney Services**. The City of will receive sealed proposals at the location stated below not later than **2:00PM, EST, November 17, 2020**.

Any questions regarding this RFP solicitation should be directed to Ms. Wanda Weeks, Purchasing at wweeks@fbfl.org.

ATTORNEY/FIRMS are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this Request or to influence the outcome of the selection.

Responses to questions considered material to the RFP solicitation will be distributed via formal addenda and posted to the City of Fernandina Beach's website; www.fbfl.us, Bid Posting web page and to the DemandStar website www.demandstar.com. It is the ATTORNEY/FIRM'S responsibility to check the City's website for Addenda prior to submitting their proposal. The deadline for questions is five days before submittal opening.

If there is an Addendum it becomes part of the original RFP and it will be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or firm submitting the proposal. **Failure to acknowledge receipt of any addenda may result in rejection of the submittal.**

All ATTORNEYS/FIRMS are advised that under chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

Submittal Information

The RFP submittal **(1 original, 4 copies and 1 electronic version [CD or memory stick])** containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software must be delivered to City Hall in a sealed package, clearly marked on the outside and addressed to:

**City of Fernandina Beach
City Clerk's Office
Labor Attorney Services - RFP 21-01
204 Ash Street
Fernandina Beach, FL 32034**

Hand delivered submittals are to be taken to the Clerk's Office at the above address.

Any submittal received after **2:00PM, EST, November 17, 2020** will not be considered and will be returned unopened. It will be the sole responsibility of the firm to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the firm.

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

The qualification must be submitted on the specified **“Contact Sheet,”** herein provided as **“Exhibit A”**. The person signing the Contact Sheet must have the authority to bind the submitter. All information on the Contact Sheet must be provided, or the submittal may not be accepted.

The competitive sealed Qualification must be accompanied by a **“Public Entity Crimes,”** herein provided as **“Exhibit B”**, **“Drug-Free Workplace Certification”** herein provides as **“Exhibit C”**, **“E-Verify Statement”** herein provided as **“Exhibit D”**, **“Proposer Acknowledgements and Agreements”**, herein provided as **“Exhibit E”**, **“Conflict of Interest”**, herein provided as, **“Exhibit F”**, **“Non-Collusion Affidavit”**, herein provided as **“Exhibit G”** and **“Dispute Disclosure Form”**, herein provided as **“Exhibit H”**.

Anticipated Schedule

As of the date of the issuance of this RFP, the timetable presented below provides the operative guidelines for the sequence of anticipated events. Should a change be required, the City will post such notification via the DemandStar procurement site.

Publication	Oct 16, 2020
Deadline to submit questions	Nov 12, 2020
Due date to submit responses	Nov 17, 2020
Evaluation Committee review	Dec 8, 2020
City Commission approval	Jan 5, 2021

CITY OF FERNANDINA BEACH, FL
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Proposal Package

The Proposal Package must contain the following information in the prescribed sequence as “Exhibit Tabs” (identified as A through D) or behind “Proposal Tabs” (A through D).

SEQUENCE

CONTENT

Exhibit A:

Cover Letter and Contact Sheet

Proposal TAB A:

Attorney / Firm Information

- Overview of Attorney / Firm
- Experience
- References

Proposal Tab B:

Proposed Attorney / Firm

- Resume
- Certifications
- Accessibility and Responsiveness

Proposal Tab C:

Proposed Compensation

Proposal Tab D:

Certificates of Insurance: Professional Liability, General Liability and Workers Comp

Proposal Tab E:

Exhibit B	Public Entity Crimes Statement
Exhibit C	Drug Free Workplace Certification
Exhibit D	E-Verify Statement
Exhibit E	Proposer Acknowledgements and Agreements
Exhibit F	Conflict of Interest
Exhibit G	Non-Collusion Affidavit
Exhibit H	Disputes Disclosure

CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES

Introduction to the City

The City of Fernandina Beach (hereinafter referred to as “the City”) is located on Amelia Island in North East Florida defined as part of the greater Jacksonville metropolitan area. With a population of nearly 12,000 residents, Fernandina Beach is the seat of Nassau County and one of the more unique cities in the State of Florida. The City’s economy is supported by both industries (milling) along with historical and ecological tourism. Considered a hidden jewel of a beach town, the City has long been recognized as the best kept secret in North Florida.

The City is a Florida Municipal Corporation as defined by Florida Statutes. The legislative branch of the City is a five-member elected Commission, including a Mayor who is appointed after a straw poll of the voters. The City operates under a strong city manager form of government with the City Commission responsible for the establishment and adoption of policy and legislation. The execution of such policy is the responsibility of the City Manager who is appointed by and serves at the pleasure of the City Commission.

The City government, with some 200+ employees, is divided into departments including Police, Utilities, Stormwater, Planning and Conservation, Finance, Fire, Human Resources, Information Technology, Airport, Building Department, Streets Maintenance, Facilities Maintenance, Code Enforcement, Golf Course, Marina and Parks and Recreation. These departments provide a full array of municipal services including but not limited to, police protection, fire rescue services, extensive parks and recreational facilities, a marina, an airport, a golf course, public utilities including potable water, wastewater treatment, stormwater and sanitation services.

Objectives

The City of Fernandina Beach is seeking proposals for contracted Labor Attorney Services. The City seeks services covering the traditional scope of work including legal counsel, legal opinions, training, consultation and coordination with the City Attorney and City Manager. Attendance at meetings in Fernandina Beach may be required, including but not limited to labor negotiations, administrative hearings, arbitrations, City Commission closed sessions and/or open public meetings, and employment-related litigation court appearances and administrative hearings, as specified.

Scope of Services

Provides legal advice, counsel, services, training, consultation and opinions to the City Attorney, City Manager and/or City Commission on a wide variety of labor assignments, including but not limited to:

- Laws against discrimination (federal and state).
- Methods to avoid civil litigation.
- Labor negotiations, arbitrations, labor and employment counseling, PERC proceedings and employment litigation.
- Drafting and/review for legal correctness and acceptability; legal documents, contracts, settlement agreements, severance agreements, releases, collective bargaining agreements and other legal drafting, as requested.
- Appearance for and representation of the City in labor negotiation matters, as requested.
- Guidance to the City, as well as representation when necessary, regarding personnel actions, policies and procedures, including but not limited to
 - employment discrimination claims
 - union grievances.
- Consultation with other attorneys representing the City in litigation.

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

- (The City's liability insurance carrier retains counsel to represent the City and, if needed, appearance in such litigation on behalf of City).
- Furnishes legal representation at meetings, as requested.
- Appears before courts and administrative agencies to represent the City's interests, as requested.
- Assists City officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others.
- Performs other legal services and tasks as assigned by the City Attorney and/or City Commission.

Minimum Qualifications

- Each attorney on the proposed labor attorney team must be
 - licensed to practice law in the state of Florida
 - be a member in good standing of the Florida Bar Association
 - possess a minimum of five years' prior legal experience, preferably experience in labor and employment law, local government law and administrative law.
- In addition, the proposed designated lead Labor Attorney must be
 - board certified by the Florida Bar in Labor and Employment Law
 - possess a minimum of five years' experience in the field of municipal labor law with experience in labor negotiations, PERC proceedings, pension law, labor relations and employment litigation.

Specifications

Experience

- Provide a narrative description of the attorney/firm.
- Describe the general legal and labor experience of the attorney/firm.
- Describe the proposed lead Labor Attorney's board certification in labor and employment law and minimum of five years' experience in the field of municipal labor law with particular experience in labor negotiations, employment litigation, union grievances, PERC proceedings and pension law.
- Provide experience working specifically with cities, city councils/commissions and labor issues that affect Florida cities. Please identify current municipal clients.
- The firm should have adequate office space, staff, equipment, and resource materials that are readily available.
- The attorney/firm will carry and provide evidence of a professional liability insurance policy of not less than \$500,000 per occurrence and \$1,000,000 per aggregate coverage. The firm must also carry and provide evidence of a general liability policy of not less than \$1,000,000. If allowed by the insurer, the firm will name the City as an additional insured under the general liability insurance policy.

CITY OF FERNANDINA BEACH, FL
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Location and Responsiveness

The lead Labor Attorney must be readily available by phone and email. Timeliness of response and accessibility to the lead Labor Attorney is an important aspect of the service. Accessibility and responsiveness for the proposed designated Labor Attorney is of greatest importance, although these elements will also be considered in relation to assistant attorney(s) as well. Accessibility includes the ability to be generally available to attend meetings in person on short notice and the ability to be reached promptly by telephone and/or email.

The City anticipates a three-year initial service agreement. Continuation of the service contract will require City Commission approval. Submitting firms are expected to submit a proposed service agreement for services with their proposal. The proposed service agreement shall include proposals for compensation (hourly rates for all staff, etc., and travel rates, if any). The City reserves the right to revise the stated contract terms and conditions prior to the Labor Attorney and City executing the agreement. The Labor Attorney shall serve at the pleasure of the City and be subject to removal, with or without cause, at any time during the term of the service agreement, by the City Commission.

References

Provide three municipal references for the lead Attorney (inclusion of the reference in your proposal is also agreement that the City may contact the named reference).

The City of Fernandina Beach reserves the right to contact any municipality, agency, company or individual, whether offered as references or otherwise, to obtain information that may assist the City in evaluating the Proposer. The City of Fernandina Beach retains the right to use information to make selection decisions. Submittal of a proposal is agreement that the City may contact and utilize such information in making a decision.

Proposed Attorney Team

- Name and describe the attorney(s) and/or team proposed.
- Clearly identify the lead Attorney and name any assisting attorney(s).
- Provide a resume' or similar description for each team member with considerable detail in the experience and qualifications of the lead Attorney and any assisting attorney(s).
- Specify the firm structure applicable to this service agreement, including who the lead Attorney is, and the relationship of any assisting attorney(s) to that lead Attorney in the firm.

If specialty attorney(s) or additional resources are available through your firm (in addition to the named team) to meet special or unusual needs such as training, please briefly identify such individuals and specialties as well.

Proposed Compensation

Propose a compensation package inclusive of all service costs (include any travel reimbursement and expenses expected). The City of Fernandina Beach will select a finalist by considering the proposed compensation package as a *best and final offer*; although, it reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the City, including cost.

Additional Information

Each proposal will be considered binding and in effect for a period of 90 calendar days following the proposal opening.

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Selection Process

An Evaluation Committee will perform the evaluation of all bona fide proposals. A short list of finalists and rankings will be determined by the Committee. The City Commission will determine the top-ranked Proposer for award. As stated above, the Labor Attorney will work at the pleasure of the City Commission with a contract terminable without cause with 30 days' prior written notice.

The selected Attorney/Firm will have, in accordance with the instructions herein or hereinafter provided, submitted a complete and compelling proposal, submitted and signed, where instructed, the required forms, met the mandatory requirements to the satisfaction of the City.

Evaluation Criteria

Evaluation Components	Component Criteria	Decision Weight
<u>Firm Experience</u>	1) Designated lead Labor Attorney's board certification in labor and employment law and minimum of five years' experience in the field of municipal labor law with particular experience in labor negotiations, employment litigation, union grievances, PERC proceedings and pension law. 2) Experience working specifically with cities, city councils/commissions and labor issues that affect Florida cities. Identify current municipal clients. 3) Provide three municipal references for the lead Labor Attorney	50%
<u>Proposed Compensation</u>	1) Proposed compensation including all service costs (hourly rates of all team attorneys, paralegals, reimbursable costs, travel costs, etc.) 2) Provide information on any retainers required	35%
<u>Location and Responsiveness</u>	1) Accessibility of the proposed lead Labor Attorney, and the response time that the lead Labor Attorney offers to the City. Specifically, identify the lead-time required for attending scheduled or ad hoc meetings by phone and in person. 2) Identify the same for any assisting attorney(s).	15%
MAXIMUM POINTS		100%

CITY OF FERNANDINA BEACH, FL
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General Terms and Conditions:

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. City of Fernandina Beach abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Prompt Payment Act.

Payment due hereunder will be made by the City to ATTORNEY/FIRM in accordance with the Florida Local Government Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, ATTORNEY/FIRM will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. ATTORNEY/FIRM must state on Exhibit "A" Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.

C. Local Business Tax Receipt (formerly Occupational License)

City of Fernandina Beach requires a Local Business Tax Receipt (formerly Occupational License) be held by all its ATTORNEY/FIRMS. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state or city.

D. Permits, Licenses, Fees or Taxes

Any permits, licenses, or fees required will be the responsibility of the ATTORNEY/FIRM. The City will not entertain separate payment for these items.

City of Fernandina Beach does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from a contract issued under this RFP document.

E. Governing Laws and Venue.

Any contractual arrangement between City of Fernandina Beach and the ATTORNEY/FIRM will be consistent with, and be governed by, the ordinances of the City, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement will be brought in the appropriate court in Nassau County, Florida.

F. Conflict of Interest.

All ATTORNEY/FIRMS must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of the City. Furthermore, all ATTORNEY/FIRMS must disclose the name of any City of Fernandina Beach officer or employee who owns, directly or indirectly, any interest in the ATTORNEY/FIRM's firm or any of its branches, subsidiaries, or partnerships.

CITY OF FERNANDINA BEACH, FL
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LABOR ATTORNEY SERVICES

G. Additional Terms and Conditions.

No additional terms and conditions included with the proposal response will be evaluated or considered, and any and all such additional terms and conditions have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the ATTORNEY/FIRM's authorized signature affixed to the proposal signature section attests to this.

H. Indemnification

The parties recognize that ATTORNEY/FIRM is an independent contractor. ATTORNEY/FIRM 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 directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of ATTORNEY/FIRM, its officers, employees, agents, and representatives. ATTORNEY/FIRM's liability hereunder will 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 ATTORNEY/FIRM against the CITY, and ATTORNEY/FIRM hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision will survive termination of this Agreement and are not limited by the amount of any insurance required to be obtained or maintained under this Agreement. In addition, ATTORNEY/FIRM agrees to assume liability for and indemnify, hold harmless and defend the CITY, its mayor, commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of CITY's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with ATTORNEY/FIRM's licensing of any software, hardware, uploads or downloads delivered to the CITY pursuant to this Agreement and/or arising out of the negligent or deliberate act or omission of ATTORNEY/FIRM, its officers, employees, volunteers, representatives or agents. Nothing contained in the foregoing indemnification will be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

I. Insurance

The ATTORNEY/FIRM will not commence any Work until he/she has obtained all of the following applicable types of insurance and such insurance has been approved by the CITY, has named the CITY as an additional insured, except for Worker's Compensation Coverage.

Such insurer must have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers must have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the CITY in writing.

The ATTORNEY/FIRM's insurance, and the insurance of any other party bound to the ATTORNEY/FIRM, will be considered primary. The CITY's insurance, if any, will be considered excess,

CITY OF FERNANDINA BEACH, FL
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as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions.

If the insurance of any ATTORNEY/FIRM contains deductible(s), penalty (s) or self-insured retention(s), the ATTORNEY/FIRM whose insurance contains such provision(s) will be solely responsible for payment of such deductible(s), penalty (s) or self-insured retention(s). Certificates of Insurance acceptable to the City of Fernandina Beach for the ATTORNEY/FIRM's insurance must be received within five days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the ATTORNEY/FIRM.

Certificates of Insurance and the insurance policies required must contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of the City of Fernandina Beach.

Certificates of Insurance and the insurance policies required must contain a provision under General Liability, Auto Liability and Excess Liability to include the City of Fernandina Beach as Additional Insured, including Completed Operations (Form CG 20 10 and CG 20 37 or equivalent). Other Additional Insured forms might be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy must be provided with the certificate of insurance.

All Certificates of Insurance must be dated and show the name of the insured ATTORNEY/FIRM, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of the project and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, ATTORNEY/FIRM must submit an additional Certificate of Insurance evidencing continuation of such coverage.

The failure of the City of Fernandina Beach to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in ATTORNEY/FIRMs coverage based on the evidence of insurance provided by the ATTORNEY/FIRM will not be construed as a waiver by the City of Fernandina Beach of ATTORNEY/FIRMs obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein will in no way limit ATTORNEY/FIRMs liability arising out of the work performed or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth will not be construed as a limitation of ATTORNEY/FIRM's right under any policy with higher limits, and no policy maintained by the ATTORNEY/FIRM will be construed as limiting the type, quality or quantity of insurance coverage that ATTORNEY/FIRM should maintain. ATTORNEY/FIRM is responsible for

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determining appropriate inclusions, coverage, and limits, which may be in excess of the minimum requirements set forth herein.

The failure of ATTORNEY/FIRM to fully and strictly comply at all times with the insurance requirements set forth herein will be deemed a material breach.

Loss Deductible

If the insurance of any ATTORNEY/FIRM contains deductible(s), penalty(s) or self-insured retention(s), the ATTORNEY/FIRM whose insurance contains such provision(s) will be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

Certificate of Insurance

The CITY must be furnished proof of insurance coverage as follows:

- The name of the insured ATTORNEY/FIRM, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date
- Statement that the insurer will mail notice to the CITY and a copy to the CITY'S REPRESENTATIVE at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy
- Certificate of Insurance must be in the form as approved by the CITY and will clearly state all the coverages required in this Article
- If requested by the CITY, the ATTORNEY/FIRM will furnish complete copies of the insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the ATTORNEY/FIRM or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the ATTORNEY/FIRM's obligations to fulfill the requirements of this Article.

Workers' Compensation Insurance

The ATTORNEY/FIRM must take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work. Such insurance must comply with the Florida Workers' Compensation Law.

The ATTORNEY/FIRM must purchase and maintain at the ATTORNEY/FIRM's expense Workers' Compensation and Employer's Liability insurance coverage for the life of the contract. The Limits of this insurance must not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes

And

Part Two – Employer's Liability Insurance

Bodily Injury by Accident \$100,000 Each Accident

Bodily Injury by Disease \$500,000 Policy Limit

Bodily Injury by Disease \$100,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement (WC 00 03 01 or equivalent) naming the ATTORNEY/FIRM.

CITY OF FERNANDINA BEACH, FL
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In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the ATTORNEY/FIRM must provide adequate insurance, satisfactory to CITY for the protection of employees not otherwise protected.

Liability Insurance

The ATTORNEY/FIRM must take out and maintain Commercial General Liability and Commercial Automobile Liability Insurance as will protect CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance have minimum limits as follows:

Commercial General Liability

The ATTORNEY/FIRM must purchase and maintain at the ATTORNEY/FIRM's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) (Modified Occurrence or Claims Made forms are not acceptable).

The Limits of this insurance must not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage will continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and will continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

- Coverage must include premises, operations, products, completed operations, independent ATTORNEY/FIRMS, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it must not be more restrictive than the underlying insurance policy coverages.

Professional Liability Insurance

During the term of this agreement, the ATTORNEY/FIRM will carry professional liability insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the ATTORNEY/FIRM. The amount of insurance must not be less than \$1,000,000 per occurrence and aggregate.

J. Public Entities Crimes

A person or affiliate who has been placed on the convicted ATTORNEY/FIRM list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for

CITY OF FERNANDINA BEACH, FL
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the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as an ATTORNEY/FIRM, supplier, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six months from the date of being placed on the convicted ATTORNEY/FIRM list. By signature on this solicitation, the ATTORNEY/FIRM certifies that it is qualified to do business with the City of Fernandina Beach in accordance with all Florida Statutes.

K. Acceptance of Goods/Services

Receipt of goods/service will not constitute acceptance. Final acceptance and authorization of payment will be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful ATTORNEY/FIRM takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

L. Drug-Free Workplace

By signature on this solicitation, and completion of the Drug-Free Workplace form, the ATTORNEY/FIRM certifies that it is qualified to do business with the City of Fernandina Beach and has certification that they have implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes.

M. Additional Information

The City of Fernandina Beach reserves the right to request any additional information needed for clarification from any ATTORNEY/FIRM for evaluation purposes.

N. Equal Opportunity

City of Fernandina Beach recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All ATTORNEY/FIRMS are required to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.

O. Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. ATTORNEY/FIRMS must not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters will be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

P. Public Records

Under chapter 119, Florida Statutes, all responses to this solicitation will be considered public record subject to distribution pursuant to this statute. All public records request must be submitted to the City Clerk's office at 904-310-3115.

Q. Cost of Submittal

The ATTORNEY/FIRM understands that any and all costs related to the submittal of a proposal is

CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES

considered an operational cost of the ATTORNEY/FIRM and will not be passed on to, or be borne by, the City.

R. Federal Grant Money

In the event a project is funded with federal grant monies, ATTORNEY/FIRM may not participate in the RFP if ATTORNEY/FIRM is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. <https://www.epls.gov/eplsearch.do> . ATTORNEY/FIRM must include copy of search results with their proposal.

S. Submission of Proposals

THE SIGNED PROPOSAL WILL BE CONSIDERED AN OFFER ON THE PART OF THE **ATTORNEY/FIRM** AND SUCH OFFER WILL BE DEEMED ACCEPTED UPON APPROVAL OF THE CITY COMMISSION AS RECOMMENDED BY THE CITY MANAGER. IN CASE OF DEFAULT, THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS, TO WAIVE IRREGULARITIES AND TECHNICALITIES, AND TO REQUEST NEW PROPOSALS. THE CITY ALSO RESERVES THE RIGHT TO AWARD ANY RESULTING AGREEMENT AS IT DEEMS WILL BEST SERVE THE INTERESTS OF THE CITY.

The City reserves the right to determine, at its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals. The City further reserves the right to negotiate with any person or firm submitting Proposals and reserves the right to reject any or all Proposals with or without cause. In the event that this Request for Proposals is withdrawn by the City for any reason, the City will have no liability to any applicant for any costs or expenses incurred in connection with this Request for Proposals or otherwise. All such expenses incurred in the preparation of a Proposal will be borne by the ATTORNEY/FIRM. Failure or refusal of the successful ATTORNEY/FIRM to execute a contract within thirty days after award will constitute a default. Any such ATTORNEY/FIRM will not assign, transfer, convey or otherwise dispose of any or all of its rights, title or interest therein, or its power to execute such contract to any person or firm without prior written consent of the City.

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBITS

EXHIBIT “A”	Contact Sheet
EXHIBIT “B”	Public Entity Crimes
EXHIBIT “C”	Drug-Free Workplace Certification
EXHIBIT “D”	E-Verify Statement
EXHIBIT “E”	Proposer Acknowledgments and Agreements
EXHIBIT “F”	Conflict of Interest
EXHIBIT “G”	Non-Collusion Affidavit
EXHIBIT “H”	Disputes Disclosure

**CITY OF FERNANDINA BEACH, FL
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EXHIBIT "A"

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

ATTORNEY/FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
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EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, will be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months will be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted ATTORNEY/FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted ATTORNEY/FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted ATTORNEY/FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20 ____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FL
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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed ATTORNEY/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
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EXHIBIT "D"



CITY OF FERNANDINA BEACH

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

ATTORNEY/FIRM acknowledges and agrees to the following:

ATTORNEY/FIRM will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the ATTORNEY/FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the ATTORNEY/FIRM to perform work pursuant to the contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
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EXHIBIT "E"

Proposer Acknowledgements and Agreements

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: FIRM INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED LABOR ATTORNEY TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: ACCESSIBILITY AND RESPONSIVENESS
Understands and agrees to all terms.
7. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "G"

Non-Collusion Affidavit

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 201 ____, and is personally known to me, or has provided _____ as identification.

My Commission expires: _____

Notary Signature

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
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EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts will be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

NOTICE OF REQUEST FOR PROPOSAL

The City of Fernandina Beach will receive sealed competitive proposals for the following until no later than **2:00pm, November 17, 2020**.

RFP 21-01 LABOR ATTORNEY SERVICES

Proposal Documents and Specifications are available to download from the City of Fernandina Beach website, www.fbfl.us/bids and the Demandstar website at www.demandstar.com. Questions regarding the Proposal requirements or process can be directed in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

CITY OF FERNANDINA BEACH
204 ASH STREET
FERNANDINA BEACH, FL 32034

**RESPONSE TO
REQUEST FOR PROPOSAL**



**CITY OF FERNANDINA BEACH
LABOR ATTORNEY SERVICES
RFP 21-01**

Submitted by:
Wayne L. Helsby, Esquire
ALLEN NORTON & BLUE, P.A.
1477 W. Fairbanks Ave., Suite 100
Winter Park, Florida 32789
(407) 571-2152
(407) 571-1496 Facsimile
(407) 832-5833 Cellular
whelsby@anblaw.com



ALLEN NORTON & BLUE

PROFESSIONAL ASSOCIATION

1477 West Fairbanks Avenue, Suite 100 • Winter Park, Florida 32789
Telephone 407-571-2152 • Facsimile 407-571-1496

November 10, 2020

City of Fernandina Beach
City Clerk's Office
Labor Attorney Services – RFP 21-01
204 Ash Street
Fernandina Beach, FL 32034

Re: Response to Request for Proposal for The City of Fernandina Beach
Labor Attorney Services – RFP 21-01

Allen Norton & Blue, P.A. is pleased to respond to the City of Fernandina Beach's Request for Proposal to provide Personnel Policy Review and Revision Services. The lawyers of Allen Norton & Blue, P.A. have practiced exclusively in the areas of labor and employment law on behalf of management for over fifty years. We have offices in Winter Park, Tallahassee, Tampa, and Coral Gables. The firm currently has twenty-six attorneys. It is "A" rated by Martindale-Hubbell and our attorneys are consistently recognized by Best Lawyers®, Super Lawyers®, and U.S. News.

Allen Norton & Blue's attorneys have considerable experience providing counsel to the firm's clients regarding compliance with all local, state and federal labor and employment laws, including the Florida Public Employees Relations Act, the Florida Civil Rights Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, OSHA and the Family Medical Leave Act. In that regard, we regularly review and revise our clients' personnel policies and employee handbooks to ensure compliance with ever-changing legal requirements.

Allen Norton & Blue currently represents and has represented over two hundred public employers throughout the State of Florida. It is our belief that no other management labor and employment law firm in the State of Florida represents as many public entities as we do. The firm's municipal clients include the Cities of Jacksonville, St. Augustine, Port Orange, New Smyrna Beach, Ormond Beach, Satellite Beach, Orlando, Ocala, Tallahassee, and Naples. Working with clients such as these, the firm's lawyers have developed extensive knowledge of and experience dealing with matters related to laws and regulations applicable only to public entities, including Florida's "Sunshine" laws and the Public Employees Relations Act.

Miami • Orlando • Tallahassee • Tampa

Enclosed please find an original, four (4) copies and one (1) electronic version of our Response to the City of Fernandina Beach's Request for Proposal.

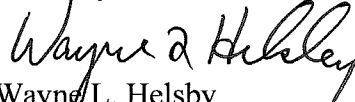
Primary Attorney Contact Information

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Allen Norton & Blue, PA
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whelsby@anblaw.com
www.anblaw.com

As mentioned above, Allen Norton & Blue, P.A. has provided superior labor and employment law services to numerous public-sector clients for over fifty years. We would welcome the opportunity to do so for The City of Fernandina Beach as well. Please do not hesitate to contact me if you need any additional information or have any questions about the materials contained herein.

Thank you for your consideration of our response.

Sincerely,



Wayne L. Helsby
Vice President, Winter Park Office
Florida Bar No. 362492

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "A"

CONTACT SHEET

Name: Allen Norton & Blue, P.A.

Federal Taxpayer ID: 59-1287-650

Mailing Address: 1477 W. Fairbanks Ave., Suite 100

City, State, & Zip Code: Winter Park, FL 32789

Telephone: 407-571-2152 **Fax:** 407-571-1496

Email: whelsby@anblaw.com

Submitted By: Wayne L. Helsby

Title: Vice President, Winter Park Office

ATTORNEY/FIRM Accepts Credit Cards*: Yes ☒ No ☐

Accounting Contact:

Name: Debbie Melara **Title:** Billing Manager

Email Address: dmelara@anblaw.com **Phone:** 305-445-7801

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Attorney / Firm Information

The lawyers of Allen Norton & Blue, P.A. have practiced exclusively in the areas of labor and employment law on behalf of management for over fifty years. The firm currently has twenty-six lawyers, all of whom exclusively practice labor and employment law on behalf of public and private employers. It is "A" rated by Martindale-Hubbell.

The firm's office locations are as follows:

Winter Park Office

1477 West Fairbanks Avenue
Suite 100
Winter Park, Florida 32789-7113
(407) 571-2152
(407) 571-1496 Fax

Tallahassee Office

906 North Monroe Street
Suite 100
Tallahassee, Florida 32303
(850) 561-3503
(850) 561-0332 Fax

Miami Office

121 Majorca Avenue
Suite 300
Coral Gables, Florida 33134
(305) 445-7801
(305) 442-1578 Fax

Tampa Office

Hyde Park Plaza, Suite 350
324 South Hyde Park Avenue
Tampa, Florida 33606
(813) 251-1210
(813) 253-2006 Fax

Allen Norton & Blue's attorneys have considerable experience providing counsel to and the defense of clients regarding the numerous federal, state and local laws and regulations with which employers must comply, including the Florida Public Employees Relations Act, the Florida Civil Rights Act, the Fair Labor Standards Act, OSHA, the Family Medical Leave Act and federal and state discrimination laws.

The firm also has extensive experience with collective bargaining issues. The Winter Park office alone is currently engaged in collective bargaining on behalf of thirty different public entities, and one of our shareholders, Michael Mattimore, is a former Chairman of the Public Employees Relations Commission.

Allen Norton & Blue is Florida's exclusive member of the Worklaw Network. The Worklaw Network is a nationwide network of twenty-nine independent management-side employment and labor law firms. Membership is by invitation only. Worklaw attorneys are linked by e-mail and share a computerized database containing research memoranda, briefs, and other pooled but non-client specific information. As a result, the resources of more than three hundred twenty-six employment and labor law attorneys are always available to Allen Norton & Blue.

Allen Norton & Blue also continuously interacts with its clients by providing support services to them. This is particularly true for those clients who are on an annual retainer fee with the firm. Under this arrangement, these clients can contact attorneys in the firm with questions and receive advice and counseling before taking employment actions without incurring any additional fees. The firm also regularly drafts and revises employment policies and handbooks for its clients and conducts internal audits and investigations regarding employment practices.

As mentioned earlier, Allen Norton & Blue currently represents more than two hundred public employers throughout the State of Florida. A list of the Firm's current municipal clients is attached as Exhibit I. The firm provides employment lawsuit defense, management training, consultation, and collective bargaining representation to these clients. The firm also represents its public employer clients in all state and federal courts in Florida as well as the United States Court of Appeals for the Eleventh Circuit. We also regularly appear in front of the Public Employees Relations Commission, the Division of Administrative Hearings, and other administrative bodies on behalf of our clients. The Firm has represented these municipalities and units of government in a variety of matters and cases too numerous to detail the specifics of the representation. We would, however, be glad to meet personally with The City of Fernandina Beach, at our own expense, to discuss and answer any questions relating to our experience and expertise.

References

The City of Fernandina Beach is encouraged to contact the following Allen Norton &

Blue clients as references:

Ms. Donna Hayes
Human Resources Director
City of St. Augustine
75 King Street
St. Augustine, FL 32085
(904) 209-4303
dhayes@citystaug.com

David Shoar, Sheriff
St. Johns County Sheriff's Office
4015 Lewis Speedway
St. Augustine, FL 32084
(904) 810-6601
dshoar@sjso.org

Ms. Claire Whitley
Assistant City Manager
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174
(386) 676-3202
Claire.whitley@ormondbeach.org

Proposed Attorney / Firm

The lead attorneys assigned to the City of Fernandina Beach would be Wayne L. Helsby (Florida Bar No. 362492, Admitted May 26, 1983) and Mark E. Levitt (Florida Bar No. 193190, Admitted May 22, 1975).

Mr. Helsby has exclusively practiced labor and employment law on behalf of management for over thirty-seven years. For six years (2014-2020) Mr. Helsby was one of three elected Florida Bar Board of Governors representatives from the Ninth Judicial Circuit. He is also a Past Chair of the Florida Bar's Trial Lawyers Section. He has served the Orlando legal community as President of the Orange County Bar Association and Chairman of the Orange County Bar Association's Young Lawyers Section. Mr. Helsby also served as a member of the Ninth Judicial Circuit's Judicial Nominating Commission. He was also the former President of the Florida Bar's Young Lawyers Division.

Mr. Helsby has extensive experience in negotiating collective bargaining agreements and is currently engaged in collective bargaining on behalf of thirteen different public entities. Mr. Helsby recently negotiated seven different multi-year collective bargaining agreements for the City of Orlando and five agreements for the City of Naples. In his capacity as labor counsel for the various cities, counties and school boards, Mr. Helsby has extensive experience in participating in "shade meetings" with various legislative bodies to obtain guidance for the purposes of collective bargaining. He has also handled a number of impasse resolution proceedings, including handling Special Magistrate hearings and presentations to legislative bodies.

Mr. Levitt is Board-certified in labor and employment law and has practiced for over thirty years. Mr. Levitt also has extensive experience negotiating collective bargaining

agreements and is currently engaged in collective bargaining on behalf of five different public entities. Mr. Levitt is a Charter Member of the Academy of Florida Management Attorneys, Inc. (AFMA) and has been a member of Florida Public Employer Labor Relations Association (FPELRA) for many years.

Mr. Helsby and Mr. Levitt have litigated numerous unfair labor practice charges, representation certification proceedings and other matters with the Florida Public Employees Relations Commission (PERC). Also, Mr. Helsby and Mr. Levitt have negotiated multiple municipal collective bargaining agreements including pension provisions under both Chapters 175 and 185 of the Florida Statutes. Both Mr. Helsby and Mr. Levitt are well versed in the peculiarities of pension law as it pertains to negotiating pension provisions in collective bargaining agreements as well as amending local ordinances to reflect such provisions.

The alternate assisting attorneys assigned to the City of Fernandina Beach would be Shannon Kelly (Florida Bar No. 031093, Admitted October 25, 2006) and Marc Sugerman (Florida Bar No. 081876, Admitted May 26, 2010). Ms. Kelly, a partner with the firm, has been with the firm for thirteen years. Ms. Kelly is regularly relied on by clients to provide practical advice on employment related matters, including the resolution of internal complaints and grievances. Ms. Kelly has represented public and private employers before federal and state courts, winning summary judgment on a number of occasions. Ms. Kelly has also represented employers in the appeal phase of litigation, up to and including appeals to the Florida Supreme Court. Ms. Kelly also has extensive experience in handling administrative proceedings before the Equal Employment Opportunity Commission, the Florida Commission on Human Relations, the Public Employees Relations Commission, the Department of Veterans' Affairs, and the Department of Administrative Hearings. Most recently, Ms. Kelly

has been extensively involved in advising many clients regarding their obligations regarding the Families First Coronavirus Response Act and assisting in the creation and implementation of policies within a short timeframe.

Mr. Sugerman, a partner with the firm, represents employers in state and federal litigation, as well as traditional labor matters. Mr. Sugerman has practiced traditional labor law for over a decade, and previously worked in-house in the national office of a private-sector labor union, and as regional general counsel for a statewide public-sector union. With the firm, Mr. Sugerman has represented employers in all stages of civil litigation matters, including jury trials and appeals, before the Eleventh Circuit Court of Appeals, the U.S. District Courts in the Northern, Middle, and Southern District of Florida, the Second and Fifth District Courts of Appeal for the State of Florida, and various Florida Circuit Courts. Mr. Sugerman has also represented employers, and previously employees, in arbitration proceedings and administrative proceedings before the Public Employees Relations Commission, the National Labor Relations Board, the Florida Division of Administrative Hearings, the Equal Employment Opportunity Commission, and the Florida Commission on Human Relations.

The firm may also utilize the services of its Winter Park Associate, Howie Waldman (Florida Bar No. 1002881, Admitted September 22, 2017). Mr. Waldman has been with our firm for one year, and represents employers in state and federal litigation, as well as traditional labor matters. Mr. Waldman has defended employers against claims involving allegations of wage and hour violations, discrimination, harassment, retaliation, wrongful termination, and constructive discharge. Mr. Waldman has also advised employers on employee-handbook policies and wage and hour compliance.

Mr. Waldman graduated summa cum laude from Barry University School of Law where he finished number two in his class. He was the Executive Editor of the Law Review and was awarded the Best Brief Award.

Enclosed as Exhibits J, K, L, M and N are statements of qualifications for each of us. Of course, the entire firm's other attorneys are available to assist The City of Fernandina Beach as needed.

When appropriate, the firm may also utilize the services of its Winter Park paralegals, Kimberly Maxson and Tracy Suarez. Mrs. Maxson has been with the firm for nineteen years. Mrs. Suarez has been with the firm for seven years.

Our Firm's closest physical locations to the City of Fernandina Beach are the Orlando and Tallahassee offices; however, we are well experienced in servicing our clients using on line platforms such as Zoom and Microsoft Teams in such matters as arbitrations, union negotiations, training, etc. Also, we represent numerous public entities in the northeast Florida area and often are able to combine matters for several clients where personal interaction is required in order to save costs. Our northeast Florida client list includes such entities as the City of Jacksonville, the City of St. Augustine, the Jacksonville Electric Authority, and the Sheriff's Offices in Nassau, St. John's, and Clay Counties. All of our attorneys, in addition, are available by cellular telephone, text messaging and emails on a moment's notice, including evenings and weekends. We take great pride in our reputation for servicing our clients in a prompt and efficient manner.

Proposed Compensation

Allen Norton & Blue, P.A. would propose that its services be compensated on an hourly basis at a rate of \$275.00 per hour for shareholder's time, \$200.00 per hour for associate's time and \$100.00 per hour for paralegal's time. The Firm bills in six (6) minute increments. Charges for legal services include, but are not necessarily limited to, all conference time with you and other parties, time spent on legal research and in preparing memoranda, letters, legal documents and other written materials, time spent in travel or on the telephone regarding your legal matters, and conference time between attorneys in this office as we may deem necessary. Further, we will bill you for all out-of-pocket expenses such as long-distance telephone charges, facsimiles, messenger services, federal express, photocopying, travel expenses, and filing fees, which may be incurred.

Enclosed as Exhibit O is a proposed Agreement between our law firm and the City of Fernandina Beach, which includes a retainer provision that offers designated City representatives an opportunity to consult with any of our attorneys on labor and employment matters when no drafting of documents, court appearances, or significant research is involved. Specifically, an annual fee of \$1,500.00 affords designated representatives from the City the following:

1. Unlimited telephone conferences with any attorneys in our firm regarding matters within our area of practice where no specific case or research is involved and where the call is not concerning a particular ongoing matter;
2. Review and answer all correspondence on the above subject where there is no specific case law or otherwise substantial research involved;
3. A one-time review of the City's Employee Handbook and/or Policies and Procedures; and
4. Periodic updates on subjects of interest to management in the area of labor and

employment law.

As I am sure you can appreciate, we have found that many of our clients avoid costly and protracted litigation by calling on us with respect to an employment matter before it matures into an EEOC charge or litigation. Clients are, of course, much more likely to call with a matter that they may consider trivial when the retainer covers the call.

Non-discrimination Clause

Allen Norton & Blue is committed to employing a diverse workforce because it creates a culture that attracts the best talent and leads to success. Not only does our Firm employ individuals regardless of race, color, ethnicity, gender, religion, age, sexual orientation and identification, marital status, disability, or background, but we actively recruit, employ, mentor, and promote minorities and women in the practice of law. Our current associates and shareholders include individuals of different ethnicity, race, religion, gender, and background. Our Firm prides itself on a rich tradition of diversity and will continue to work towards this goal in the future.

Insurance

Our Firm maintains a five million dollar (\$5,000,000.00) professional liability insurance policy. Allen Norton & Blue, P.A. shall provide and maintain Workers Compensation, Employers Liability and Automobile Liability insurance in such amounts and retentions as are required by The City of Fernandina Beach. A copy of Allen Norton & Blue's professional liability policy and additional required policies are attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178		CONTACT NAME: PHONE (A/C, No, Ext): 305-591-0090 FAX (A/C, No): 212-948-5665 E-MAIL ADDRESS: certsmiami@mma-fl.com		
INSURED Allen Norton & Blue P.A. 121 Majorca Ave. Ste 300 Coral Gables FL 33134		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Endurance American Specialty Ins Co		41718
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER: 6519489****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	☐ OCCUR ☐ CLAIMS-MADE							\$
	DED ☐ RETENTION \$						PER STATUTE	OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
A	Errors and Omissions Retro Date: Full Prior Acts			LPL10003237109	6/24/2020	6/24/2021	Each Claim Aggregate Retention	5,000,000 5,000,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance only.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 7580

ALLENOR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan (CLW) 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481		CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 E-MAIL: clicerts@bouchardinsurance.com ADDRESS:		FAX (A/C, No): 727 449-1267
INSURED Allen, Norton & Blue, PA 121 Majorca Ave. Coral Gables, FL 33134		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Nationwide Mutual Insurance Co		23787
		INSURER B : Zenith Insurance Company		13269
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒	COMMERCIAL GENERAL LIABILITY			ACP5904392062	03/16/2020	03/16/2021	EACH OCCURRENCE	\$1,000,000
	☐	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
								MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$2,000,000
								PRODUCTS - COMP/OP AGG	\$2,000,000
									\$
								COMBINED SINGLE LIMIT (Ea accident)	\$
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
A	☒	UMBRELLA LIAB			ACP5904392062	03/16/2020	03/16/2021	EACH OCCURRENCE	\$5,000,000
	☐	EXCESS LIAB						AGGREGATE	\$5,000,000
									\$
								DED	\$10,000
B	☒	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Z127531505	01/01/2020	01/01/2021	☒ PER STATUTE	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						☐ OTHER	
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$500,000
								E.L. DISEASE - EA EMPLOYEE	\$500,000
								E.L. DISEASE - POLICY LIMIT	\$500,000

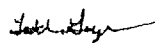
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

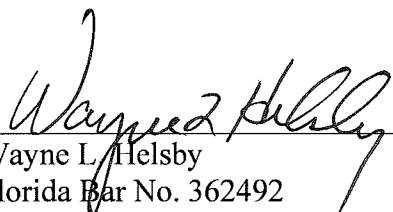


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Conclusion

Allen Norton & Blue, P.A. has provided superior labor and employment law services to numerous public-sector clients for over fifty years. We would welcome the opportunity to do so for The City of Fernandina Beach as well. Please do not hesitate to contact me if you need any additional information or have any questions about the materials contained herein.

Sincerely,



Wayne L. Helsby
Florida Bar No. 362492

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBITS

EXHIBIT "A"	Contact Sheet
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgments and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Disputes Disclosure

CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.
2. This sworn statement is submitted by (entity) Allen Norton & Blue, P.A. whose business address is 1477 W. Fairbanks Ave., Suite 100, Winter Park, FL 32789 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1287-650 (If a Sole Proprietor and you have no FEIN, include the last four digits of your Social Security Number: _____.)
3. My name is Wayne Helsby and my relationship to the entity named above is Vice President, Winter Park Office.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, will be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months will be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted ATTORNEY/FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted ATTORNEY/FIRM list. (Please attach a copy of the final order.)

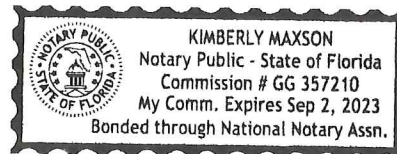
☐ The person or affiliate has not been placed on the convicted ATTORNEY/FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Wayne Helsoy 11/10/20
Signature Date:

STATE OF FLORIDA
COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, WAYNE HELSOY who, after first being sworn by me, affixed his/her signature at the space provided above on this 10TH day of November, 20 20, and is personally known to me, or has provided _____ as identification.

Kimberly Maxson
Notary Public
My Commission expires: 9/2/23



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed ATTORNEY/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

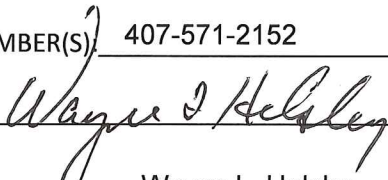
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Allen Norton & Blue, P.A.

CITY: Winter Park STATE: FL ZIP CODE: 32789

TELEPHONE NUMBER(S): 407-571-2152

SIGNATURE: 

NAME (TYPED OR PRINTED): Wayne L. Helsby TITLE: Vice President, Winter Park Office

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "D"



CITY OF FERNANDINA BEACH

E-VERIFY STATEMENT

Bid/Proposal Number: RFP 21-01

Project Description: Labor Attorney Services

ATTORNEY/FIRM acknowledges and agrees to the following:

ATTORNEY/FIRM will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the ATTORNEY/FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the ATTORNEY/FIRM to perform work pursuant to the contract with the Department.

Company/Firm: Allen Norton & Blue, P.A.

Authorized Signature: *Wagner J. Hales*

Title: Vice President, Winter Park Office

Date: 11/10/20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

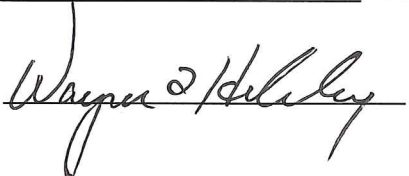
EXHIBIT "E"

Proposer Acknowledgements and Agreements

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: FIRM INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED LABOR ATTORNEY TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: ACCESSIBILITY AND RESPONSIVENESS
Understands and agrees to all terms.
7. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Wayne L. Helsby Title: Vice President, Winter Park Office

Signature:  Date: 11/10/20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.

This sworn statement is submitted by (entity) Allen Norton & Blue, P.A. whose business address is 1477 W. Fairbanks Ave., Suite 100, Winter Park, FL 32789 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1287-650 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Wayne Helsby and my relationship to the entity named above is Vice President, Winter Park Office

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature

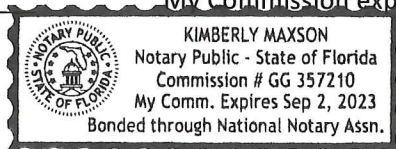
Date:

STATE OF FLORIDA
COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 10th day of NOVEMBER, 2020, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires:



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "G"

Non-Collusion Affidavit

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.

This sworn statement is submitted by (entity) Allen Norton & Blue, P.A. whose business address is 1477 W. Fairbanks Ave., Suite 100, Winter Park, FL 32789 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1287-650 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Wayne Helsby and my relationship to the entity named above is Vice President, Winter Park Office

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

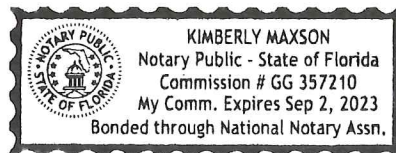
Wayne D. Helsby 11/10/20
Signature Date:

STATE OF FLORIDA
COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 10th day of NOVEMBER, 2021, and is personally known to me, or has provided Type text here as identification.

Kimberly Maxson
Notary Signature

My Commission expires: 9/2/23



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five years?

YES___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five years?

YES_____ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five years that is related to the services your firm provides in the regular course of business?

YES_____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts will be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Allen Norton & Blue, P.A.

Firm

11/10/20

Date



Authorized Signature

Wayne L. Helsby, Vice President, Winter Park Office

Printed or Typed Name and Title

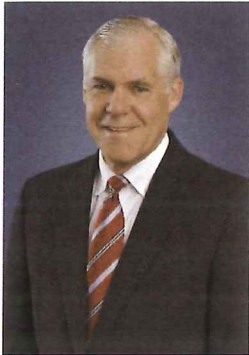
THIS FORM MUST BE INCLUDED WITH PROPOSAL

Municipal Clients Represented by Allen Norton & Blue, P.A.

Apopka, City of
Apalachicola, City of
Arcadia, City of
Avon Park, City of
Bartow, City of
Belle Glade, City of
Belleair, Town of
Boca Raton, City of
Bonita Springs, City of
Brooksville, City of
Clewiston, City of
Crestview, City of
Deland, City of
Delray Beach, City of
Destin, City of
Eustis, City of
Fort Meade, City of
Fort Walton Beach, City of
Gulfport, City of
Highland Beach, Town of
Inverness, City of
Jacksonville, City of
Juno Beach, Town of
Lady Lake, Town of
Lake Butler, City of
Lake City, City of

Lake Mary, City of
Lake Park, Town of
Lake Wales, City of
Lakeland, City of
Lantana, Town of
Live Oak, City of
Longboat Key, Town of
Longwood, City of
Marianna, City of
Mary Esther, City of
Miami, City of
Miramar, City of
Naples, City of
New Port Richey, City of
New Smyrna Beach, City of
Ocala, City of
Okeechobee, City of
Orange, City of
Orlando, City of
Ormond Beach, City of
Palm Beach Gardens, City of
Palm Beach Shores, Town of
Panama City, City of
Pensacola, City of
Pinecrest, Village of
Port Orange, City of
Port Richey, City of
Punta Gorda, City of

Quincy, City of
Royal Palm Beach, Village of
Sanibel, City of
San Antonio, City of
Satellite Beach, City of
Sebring, City of
Sebastian, City of
South Daytona, City of
South Pasadena, City of
St. Augustine, City of
St. Pete Beach, City of
Sunny Isle Beach, City of
Tallahassee, City of
Tavares, City of
Temple Terrace, City of
Tequesta, Village of
Umatilla, City of
Valparaiso, City of
Venice, City of
Vero Beach, City of
Wauchula, City of
Williston, City of
Winter Garden, City of
Zephyrhills, City of



Wayne Helsby
Shareholder

Orlando Office
407-571-2152
whelsby@anblaw.com

Wayne Helsby is the firm's managing partner in the Orlando office. Wayne has been with the firm since 1981 and has practiced in the area of employment and labor law since that time.

Wayne is experienced in handling all types of labor-related litigation for medium to large-size companies, cities, counties, community colleges, Sheriffs, and other governmental entities. Wayne has negotiated numerous collective bargaining agreements on behalf of public entities with police, fire, and general employee unions. He also has extensive experience in handling investigations and arbitrations and defending employers in employment discrimination litigation.

Wayne currently serves as an elected representative on the Florida Bar's Board of Governors for the Ninth Judicial Circuit. In his six years on the Board of Governors, Wayne has served multiple terms on the Executive Committee and has served as Chair of the Program Evaluation Committee and Chair of the Disciplinary Review Committee. He previously served as Chair of the Florida Bar's Trial Lawyers Section, President of the Orange County Bar Association, and President of the Florida Bar's Young Lawyer's Division. Wayne is a past member of the Supreme Court's Committee on Professionalism, the Board of Directors for the Boys and Girls Clubs of Central Florida, and the Board of Directors for the Central Florida Homeless Coalition.

Professional Experience

Attorney with the Firm since August 1, 1981
Managing Partner – Orlando Office
Representative, Ninth Circuit, Florida Bar Board of Governors, 2013-Present
Executive Committee, Ninth Circuit, Florida Bar Board of Governors, 2016
Chair of the Florida Bar's Trial Lawyers Section, 2012-2013
Secretary/Treasurer of the Florida Bar's Trial Lawyers Section, 2010-2011
Member, Executive Council of the Florida Bar's Trial Lawyer's Section, 2008-2010
President, Orange County Bar Association, 2004-05

Member, Judicial Nominating Commission, Ninth Judicial Circuit 2004-'08; Chair 2006-'07
President, Young Lawyers Division of Florida Bar, 1992-1993
Board Member, Florida Bar Board of Governors, Young Lawyers Division, 1988-1991
Board Member, Florida Bar Board of Governors, 1991-1993
Executive Committee, Orange County Bar Association, 1994-1996, 1997-1998, 2005-2006
Board Member, Hillsborough County Bar Association's Young Lawyers Section, 1984-1985
Florida Supreme Court's Committee on Professionalism, 2005-2007
Listed as one of "The Best Lawyers" in – 2005 - 2007, and 2010
Florida Trend's Florida Legal Elite 2011
Martindale Hubbell AV Preeminent Rating

Community Involvement

Board of Directors, University of Orlando Foundation, Inc. 1988-1990
Board of Directors, Boys and Girls Clubs of Central Florida, 1987-1991
Board Member, United Methodist Church, Florida Conference, Board of Ordained Ministry, 1996
Board of Directors, Central Florida Homeless Coalition, 1998-1999

Court Admissions

United States Supreme Court
U.S. District Courts for the Middle (1983), Northern (2013), and Southern (2012) Districts of Florida
U.S. Court of Appeals for the Eleventh Circuit, 1985
All Florida State Courts, 1983

Education

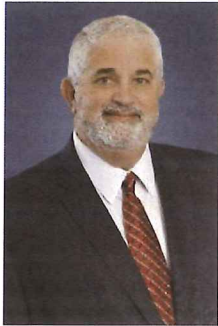
Cornell University School of Industrial and Labor Relations (B.S., 1977)
Rutgers University, Industrial Relations (M.A., 1980)
Florida State University (J.D., 1981)

Publications

"The Constitutionality of Legislatively Mandated Binding Interest Arbitration: A Guide for the Practitioner", The Center for Employee Relations Review, Vol. I, No. 3 (1980)
"Arbitrability of Individual Grievances in the Public Sector: Florida's Unique Approach", The Florida Bar Journal, Vol. LVIII, No. 11, December, 1984
"Drug Testing in the Workplace", The Florida Bar Journal, June, 1986

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Mark Levitt
Shareholder

Orlando Office
407-571-2152
mlevitt@anblaw.com

Mark represents public and private sector clients in all aspects of labor and employment law, including training and advising clients on compliance with state and federal laws, advising clients on union-related matters, handling bargaining and grievance resolution including arbitrations, and unfair labor practices before the Public Employees Relations Commission and the Labor Board.

Mark counsels employers in all areas of employment law, including discrimination claims based on race, religion, gender, national origin, pregnancy, age, retaliation and disability under Title VII of the Federal Civil Right Act, the Florida Civil Rights Act, the Americans with Disabilities Act, the Family Medical Leave Act, as well as First Amendment claims under the U.S. Constitution under Section 1981, 1983 and 1985. Mark also handles matters under the Occupational Safety and Health Act and the Fair Labor Standards Act.

Counselling clients on avoiding legal issues and preventing workplace problems is a key element to serving our clients. Mark's focus is on problem solving and partnering with his clients to minimize risks through counselling, training, and preparation of policies. But if the only alternative is litigation, Mark has an extensive trial practice and has successfully represented employers in all legal arenas including administrative hearings and trials before state and federal courts throughout the state of Florida and throughout the country.

Prior to joining Allen Norton & Blue, Mark worked for the first chairman of the Public Employees Relations Commission and assisted in writing the first rules for that agency. He then went on to work for the State of Florida and was instrumental in developing the state-wide bargaining units for the 100,000 State employees. From there, he worked for the National Labor Relations Board for 3 years as a trial attorney, developing his extensive knowledge of private sector labor law.

Mark is one of the founding members of the Academy of Florida Management Attorneys. He has a preeminent rating of AV from Martindale Hubbell and is Board Certified in Labor and Employment Law by the Florida Bar.

Professional Experience

Partner for the Firm
32 years of Labor and Employment Law, representing management
Trial attorney for National Labor Relations Board 1976 – 1979

Professional Recognitions and Associations

Martindale Hubbell AV Preeminent Rating
Florida Bar Board Certified in Labor and Employment Law
Listed as one of "The Best Lawyers in America", 2008-Present
Florida Public Employers Labor Relations Association
Charter Member, Academy of Florida Management Attorneys, 2000
Selected as a "Super Lawyer" (2006-Present) and named as "Best Lawyer in Orlando"
Top 100 Labor Attorneys by Labor Relations, Inc., 2007
Top Attorneys in Florida by Super Lawyers magazine
Top Lawyers in Orlando by Orlando Magazine, 2008-Present

Court Admissions

U.S. Supreme Court, 1982
U.S. Courts of Appeal for the 11th, 5th, and 4th Circuits
U.S. District Courts for the Northern (1975), Middle (1975) and Southern (1983) Districts of Florida
All Florida State Courts, 1975

Education

University of Florida College of Law, (J.D., with honors 1974)
University of South Florida, (B.A., 1972)
Emory University, (1968-1970)



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Shannon Kelly
Shareholder

Orlando Office
407-571-2152
skelly@anblaw.com

Shannon L. Kelly is a shareholder in the firm's Orlando office. She focuses her practice on counseling employers in all aspects of the employment relationship and compliance with federal and state employment laws. Shannon routinely advises employers regarding employment decisions, policy development, self-audits and audits by external agencies, and conducts investigations concerning harassment and discrimination.

Shannon also has extensive experience litigating employment claims. She has successfully litigated claims under various federal and state employment laws, including, Title VII of the Civil Rights Act, the Age Discrimination and Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the Florida Civil Rights Act, Chapter 760 F.S., the Fair Labor Standards Act (FLSA), as well as state and federal constitutional claims.

Shannon received her B.A. in Art History from Florida State University and then pursued a Masters in Arts and Cultural Management at the Pratt Institute in New York City. While in New York, Shannon worked in public relations and branding for artists as well as an educational software company. Shannon's interests then led her to law school, and she graduated from the University of Florida Levin College of Law.

Shannon is a member of the Florida Bar, Labor and Employment Law section and Orange County Bar Association. She is active in the Worklaw Network, a nationwide network of boutique management side labor and employment firms. She has been recognized as a Superlawyer Rising Star. She serves as the Vice President of the Board of Directors of Crealde School of Art. She lives in Maitland with her husband Chris and their two children.

Professional Experience

Practice in Labor and Employment
Shareholder, Orlando Office

Community Involvement

Board of Directors, Crealde School of Art
Valencia College mentor, 2013-2015
Guardian Ad Litum, 2010-2012

Honors and Awards

Selected to the Florida Super Lawyers Rising Star List, 2016
The Florida Bar Public Interest Fellowship, 2004

Court Admissions

U.S. District Court for the Middle District of Florida, 2007
U.S. District Court for the Southern District of Florida, 2007
U.S. Court of Appeals for the Eleventh Circuit, 2011

Education

University of Florida, Levin College of Law (J.D. 2005)
Florida State University (B.A., Art History 1997)

Publications

"U.S. Supreme Court's Hobby Lobby Decision" The Florida Bar, Labor and Employment Section, Vol. LIV No. 1, September 2014

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Marc Sugerman
Shareholder

Orlando Office
407-571-2152
msugerman@anblaw.com

For over a decade, Marc's practice has been devoted entirely to labor and employment law with a specific focus on traditional labor law in the public sector including labor arbitrations, collective bargaining negotiations, and impasse proceedings. Marc handles traditional labor matters including litigation before the Public Employees Relations Board, the National Labor Relations.

Marc also maintains a robust trial practice. He litigates a variety of employment disputes in state and federal court, mostly handling civil rights and wage/hour cases. Marc's practice also includes defending employers in other forums such as Department of Labor audits, civil service hearings, administrative disciplinary hearings, the U.S. Equal Employment Opportunity Commission, and the Florida Commission on Human Relations. He is also devoted to preventative counseling for clients in the public and private sectors on a variety of employment issues, including wage and hour, anti-discrimination, workplace harassment, family medical leave, and employee discipline.

Marc has presented on labor and employment issues to the Florida Bar Labor and Employment Section, the Florida Sheriff's Association, the Florida College System Council of Business Affairs, the Orange County Bar Association, and the Florida Educational Negotiators. He is currently serving on the Orange County Citizens Review Panel for Human Services, which allocates county funding to non-profit organizations benefitting children and family services, and he is a member on the Board of Directors for the Roth Family Jewish Community Center of Greater Orlando.

Marc grew up in Akron, Ohio and remains an avid Cleveland sports fan. He lives in Orlando with his wife Samantha and their two children.

Professional Experience

Shareholder, Allen Norton & Blue, P.A.
In-House Labor & Employment Counsel (2008-2011)
Law Clerk, Goldman & Rosen, Ltd. (Akron, OH)

Professional Recognition and Associations

Roth Family JCC Board of Directors
Orange County Citizens' Review Panel for Human Services (through 2020)
The Florida Bar Association
Orange County Bar Association

Honors and Awards

2007 National Institute of Trial Advocacy Tournament of Champions, Second Place
CALI Excellence for the Future Award (highest grade): Federal Practice; Sports Law

Court Admissions

U.S. District Court for the Middle District of Florida
U.S. Court of Appeals, 11th Circuit, 2012

Education

University of Akron School of Law (J.D. 2008)
Mock Trial, 2006-2008
Phi Delta Phi, Int'l Budget Committee Chairman 2007, Inn Magister 2007-2008
The Ohio State University (B.A. 2005)

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Howie Waldman
Associate

Orlando Office
407-571-2152
hwaldman@anblaw.com

Howie devotes his practice to all aspects of labor and employment law. His practice includes representing clients in employment discrimination claims, retaliation claims, and challenges to employee discipline and discharge. He has represented clients in federal and state court, arbitration forums, and before administrative agencies such as the Equal Employment Opportunity Commission and the Florida Commission on Human Relations.

Prior to joining Allen Norton & Blue, Howie practiced in the area of medical malpractice defense in which he represented hospitals, medical practices, and medical professionals against claims of professional negligence. Before attending law school, Howie worked for the National Football League for nine years in the field of labor operations and football administration, spending time with both the NFL League Office and the Chicago Bears.

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AGREEMENT FOR EMPLOYMENT AND LABOR LAW LEGAL SERVICES

THIS AGREEMENT made and entered into effective on date last signed below by and between the City of Fernandina, Florida ("City") and Allen Norton & Blue, P.A. ("Law Firm").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Law Firm in connection with general advice and representation on labor and employment matters, and

WHEREAS, the Law Firm has been selected to represent the City's interests in these matters.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Law Firm and the City hereby agree as follows:

1. The City hereby engages Law Firm to provide legal representation to the City for labor and employment related legal matters as set forth in this Agreement in a timely, professional and competent manner.
2. The services to be rendered under this Agreement are as follows:
 - a. Representation of the City's interests with regard to labor and employment matters, as requested by the City;
 - b. Consultation with the City Attorney's office as needed concerning labor and employment legal issues; and
 - c. Legal services related to the above.
3. Wayne L. Helsby shall be the primary attorney and contact for Law Firm with Mark E. Levitt to provide these services to City. Other attorneys and staff may perform services on these matters, at billing rates set forth herein.
4. The billing rate will be \$275.00 per hour for shareholder's time, \$200.00 per hour for associate's time and \$100.00 per hour for paralegal's time. These rates will not be increased during the term of this Agreement without approval of the City.
5. The City will pay reasonable costs and out-of-pocket expenses.
6. If elected, a separate invoice will be mailed to you annually for the retainer fee, on the terms set forth in our response to request for proposal.
7. Law Firm will send a monthly itemized billing statement showing the correct amount of time for each person who renders billable services, the hourly rate, the amount of fees for the services and the services provided. Clerical services are deemed to be overhead and not billable as paralegal time. The billing will also

itemize the expenses. The City will pay upon correct billings at its next billing cycle, not to exceed forty-five (45) days.

8. For the duration of this Agreement and the Law Firm will not accept or represent clients in matters adverse to the City without prior written authorization.
9. The term of this Agreement shall commence on date set forth below and shall remain in effect for one (1) year. This Agreement is terminable by either party upon fifteen (15) days written notice by one to the other. As long as the Law Firm is not in breach of this Agreement, the City will pay the Law Firm for all services rendered to the date of the receipt of the notice of termination. The Law Firm will not terminate the Agreement at such a time or in such a manner that the rights of the City in any proceeding will be prejudiced.
10. This Agreement shall be modified only by a written agreement duly executed by the City and Law Firm.
11. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
12. This Agreement, including exhibits, (if any) contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.
13. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Nassau County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Nassau County or the United States District Court, Middle District of Florida. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.
14. The Firm shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (1) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (2) provide the public with access to public records on the same terms and conditions

that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If the Firm does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

IN WITNESS WHEREOF, the parties have signed this Agreement as the dates and year written below.

CITY OF FERNANDINA BEACH

Attest: _____

By: _____

Date: _____, 2020

Date: _____, 2020

ALLEN NORTON & BLUE, P.A.

By: _____
Wayne L. Helsby

Date: _____, 2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 21-01 LABOR ATTORNEY SERVICES

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

ADDENDUM No. 1

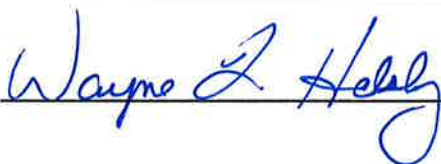
The following changes are applicable to the original documents and specifications of **RFP 21-01**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the proposal. Failure to do so may disqualify the proposal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Wayne L. Helsby **TITLE:** Vice President, Winter Park Office

ADDRESS: 1477 W. Fairbanks Ave., Suite 100, Winter Park, FL 32789

CITY: Winter Park **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** 11/12/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 21-01 LABOR ATTORNEY SERVICES

1. The minimum qualifications listed on page 7 of the RFP states that the proposed lead labor attorney must be "board Certified by the Florida Bar in Labor and Employment". Would the City consider an exemption to this requirement? **Yes, the City will accept proposals even if there are no Board-Certified Attorneys in Labor and Employment Law**
2. The City anticipates a three-year initial service agreement. In order to submit a meaningful fee proposal, does the City anticipate the same level of support and services in year two and three of the agreement? **Yes, the City will need the same services every year for 3 years.**
3. Does the City have planned projects or changes that would affect the type and/or volume of labor and employment services going forward? **No changes expected or planned.**



CONSTANGY
BROOKS, SMITH &
PROPHETE LLP



A wider lens on workplace law

Response to RFP 21-01

Labor Attorney Services – City of Fernandina Beach

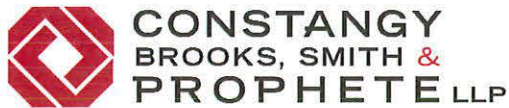
November 2020

Constangy Contact: John Dickinson
jdickinson@constangy.com
904.357.2650

Exhibit A

Cover Letter & Contact Sheet





200 West Forsyth Street Suite 1700
Jacksonville, FL 32202

Telephone: (904) 356-8900
Facsimile: (904) 356-8200
jdickinson@constangy.com

November 10, 2020

VIA HAND DELIVERY

City of Fernandina Beach City Clerk's Office
RFP No. 21-01-Labor Attorney Services 204 Ash Street
Fernandina Beach, FL 32034

Re: Request for Proposals: RFP-21-01: Labor Attorney Services

Dear Evaluation Committee:

We are pleased to present our firm's RFP Submittal with respect to the City's search for labor attorney services. Enclosed please find the original and one (1) copy of the RFP Submittal, as well as a memory stick containing the entire Submittal. Should you need any additional information, please feel free to contact our office. We appreciate your consideration of our firm for the City's labor relations needs.

Sincerely,



John Dickinson
Partner

EXHIBIT "A"

CONTACT SHEET

Name: Constangy, Brooks, Smith & Prophete, LLP

Federal Taxpayer ID: 58-0616335

Mailing Address: 200 West Forsyth Street, Suite 1700

City, State, & Zip Code: Jacksonville, Florida 32202-4317

Telephone: 904.356.8900 **Fax:** 904.356.8200

Email: jdickinson@constangy.com

Submitted By: John F. Dickinson

Title: Senior Partner

ATTORNEY/FIRM Accepts Credit Cards*:

Yes No

Accounting Contact:

Name: Bonnie Darnofell

Title: Office Manager

Email Address: bdarnofall@constangy.com

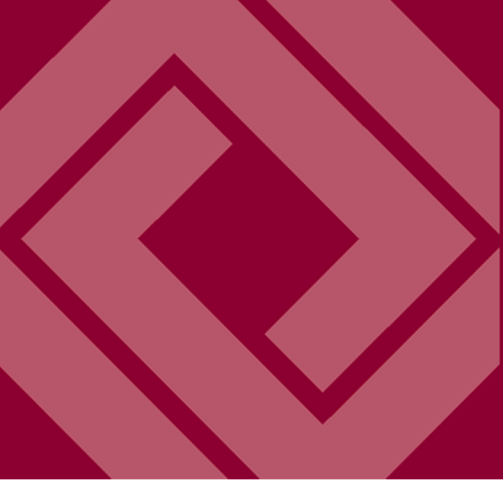
Phone: 904.358.8900

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

Proposal Tab A

Attorney/Firm Information





Firm Overview

At Constangy, Brooks, Smith & Prophete, LLP, workplace law is all we do – but we’re not your typical national law firm. Our clients tell us there is “a soul to Constangy that is unique and refreshing, that’s not found with other firms.” For more than 70 years, our clients have appreciated our common-sense approach and our commitment to being a real partner in helping employers navigate the prickly legal and regulatory environments of the changing workplace.

Today we have more than 170 attorneys across 16 states, offering services including the defense of single and multi-plaintiff employment discrimination, harassment and retaliation claims; complex wage and hour litigation; workplace safety; affirmative action compliance; workers’ compensation; ERISA and employee benefits; immigration; and labor relations.

Constangy represents a wide range of Fortune 500 corporations, small companies, government agencies and nonprofit organizations across the country. Our attorneys are consistently rated among the best by sources including Chambers USA, Martindale-Hubbell, and Best Lawyers in America, and we are ranked as a Tier 1 firm by the U.S. News & World Report/Best Law Firms survey.

What Sets Us Apart

Our lawyers know each other. We like each other. Clients benefit from our agility and a financial structure that allows for cross-office teams with the best mix of lawyers to serve clients. The result is optimal responsiveness and consistent service across all locations.

Are we the biggest firm? No – and that’s by design. We have the depth and experience of our “Big Law” colleagues combined with the personal service and deep relationships of a smaller firm. In fact, while we have grown exponentially over the past decade, we have more than 900 clients who have been with us for even longer than that. We are a growing and vibrant firm, yet we respect the heritage and culture that has built us into a unified team providing common-sense, practical, and creative solutions that mitigate risk and help you achieve your business objectives.

We are also known for our commitment to diversity. Clients have let us know that diverse teams are important to them – they want to work with lawyers of diverse backgrounds,

because they believe such teams reflect their own evolving workforces – and, because lawyers looking through “a wider lens” actually bring more innovative ideas to the table.

Our lawyers are not clones. We come from various backgrounds in terms of geography, economic background, and ethnicity. We are movie buffs and sports fans, parents and partners, former government agency professionals and prior HR managers. We are real people, just like you and your employees.

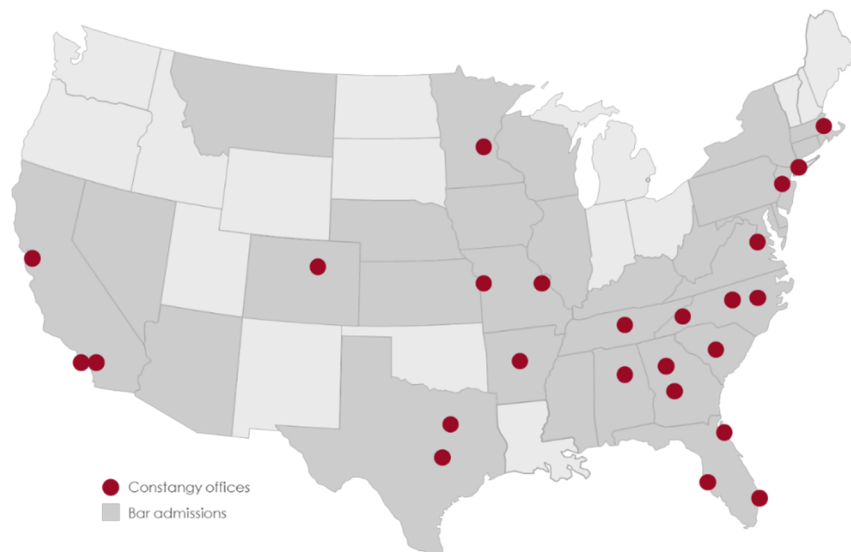
What We Do

Our focus is labor and employment law, and we have represented management exclusively since 1946. From Title VII to OSHA to ERISA and the NLRA, Constangy attorneys can help you keep policies up-to-date and your workplace running smoothly. We have a full range of experienced attorneys who can help you with everything from developing harassment and workplace safety policies or securing foreign worker visas, to protecting trade secrets and defending against wrongful discharge and discrimination claims.

From our roots in labor relations and manufacturing, to our recent work in helping employers understand the convergence of digital technology in the modern workplace – our capabilities cover all aspects of the employer-employee relationship.

National Presence

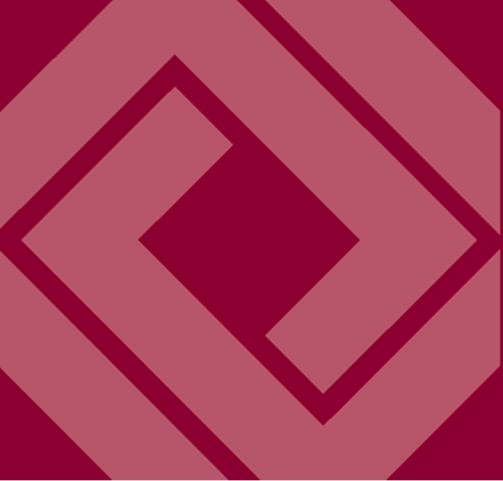
With nearly more than 170 attorneys and a full complement of paralegal and support staff, Constangy has the ability to work wherever you need, whenever you need. In addition to bar admissions in more than half of the United States, our attorneys regularly appear with permission of the court in jurisdictions nationwide. We also have strong relationships with local counsel in many states, ensuring we can work with clients in locations across the country.



Accolades and Awards

Constangy has an outstanding team of attorneys that distinguishes us. We focus on bringing in the best and the brightest, and have recruited many leading minds in employment and labor law.

- U.S. News/Best Law Firms recently ranked us as a national Tier 1 firm in employment law (management), labor law (management) and litigation (labor and employment). In 2019, we also received 28 metropolitan Tier 1 rankings across our offices in various areas relating to employment law.
- 50 Constangy attorneys currently hold Martindale-Hubbell's prestigious AV Preeminent[®] Peer Review designation.
- 50% of our partners were named in the 2021 edition of Best Lawyers in America[®]. We'd stack that percentage up against any competitor.
- 22 of our attorneys were recognized in the 2020 edition of Chambers USA: America's Leading Lawyers for Business[®].



Firm Experience

The Scope of Services sought in the Request for Proposal describes precisely the scope of services offered by Constangy's Jacksonville office for many of its public sector clients. Constangy provides a full range of labor and employment law services for its public sector clients, including providing strategy advice and serving as chief negotiator on behalf of: counties, municipalities, school districts, special taxing districts, and state universities. Our work has included:

- reviewing and drafting employment-related policies
- providing preventive maintenance advice
- providing training on employment-related topics;
- defending employment discrimination charges and lawsuits;
- handling arbitration hearings and administrative proceedings;
- representing public sector clients in defense of unfair labor practice charges;
- providing ongoing counseling on labor and employment law matters

With respect to providing collective bargaining expertise, Constangy has experience in negotiations with the following unions:

- Amalgamated Transit Union, Local #1701, AFL-CIP, CLC Local Union #1710
- American Federation of State, County, and Municipal Employees
- American Federation of Teachers
- Citrus, Cannery, Food Processing and Allied Workers' Drivers, Warehousemen and Helpers Local Union #173 (Teamsters)
- Coastal Florida Police Benevolent Association
- Florida Education Association
- Florida School for the Deaf and the Blind Education Association
- Fraternal Order of Police
- International Association of Fire Fighters
- International Association of Machinists and Aerospace Workers
- International Brotherhood of Electrical Workers
- International Union of Painters and Allied Trades
- International Union of Police Associations
- National Education Association
- Northeast Florida Public Employee's Local 630, L.I.U.N.A.
- Office and Professional Employees International Union

- Pembroke Pines Employees Association, Inc.
- Police Benevolent Association
- RWDSU (United Food and Commercial Workers, AFL-CIO, CLC)
- Sarasota County's unions, IAFF, AFL-CIO, Local 2546
- Service Employees International Union
- Teamsters, Chauffeurs, Warehousemen and Helpers of America
- United Brotherhood of Carpenters and Joiners of America
- United Faculty of Florida
- United Steelworkers of America

Since 1946, our firm has been involved in representing and counseling public and private sector clients facing countless labor and employment law issues. In the public sector, labor, employment, and civil rights issues handled by our firm have included, but have not been limited to:

- Bargaining on behalf of public sector entities, pursuant to Part II of Chapter 447, Florida Statutes, including having specifically handled the State of Florida's most complicated impasse resolution hearing.
- Representing municipalities concerning Florida Statutes, Chapters 175 and 185 pension litigation.
- Representing public sector entities in prosecuting and defending unfair labor practice charges before the Public Employees Relations Commission.
- Representing public sector entities in Section 1983 civil rights litigation, including cases involving complex immunity and procedural issues.
- Representing public sector entities concerning Fair Labor Standards Act issues, and issues arising under other applicable federal labor and employment statutes, such as the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), and the Family and Medical Leave Act (FMLA).
- Representing public sector entities in civil service and career service appeals.
- Representing public sector entities concerning HIPAA and COBRA compliance.
- Representing public sector entities in whistleblower actions.
- Representing public sector entities in grievance arbitrations.
- Representing public sector entities in administrative proceedings before the Equal Employment Opportunity Commission, the Florida Commission on Human Relations, and the Jacksonville Human Rights Commission

Constangy's Jacksonville office represents numerous public sector clients in Florida in various labor relations and employment litigation matters, including, but not limited to:

- City of Pembroke Pines
- City of Cape Coral
- Clay County Board of County Commissioners
- Florida School for Deaf and Blind
- City of Jacksonville (and specifically, Jacksonville Aviation Authority, Jacksonville Housing Authority, and Jacksonville Electric Authority)
- Nassau County Board of County Commissioners
- Nassau County School Board
- Okaloosa County School Board
- Putnam County Board of County Commissioners
- Putnam County Tax Collector
- Sarasota County Board of County Commissioners
- St. Johns County Tax Collector
- Santa Rosa County School Board
- St. Johns County Board of County Commissioners
- St. Johns County School Board
- Sumter County Board of County Commissioners
- State of Florida
- Taylor County Board of County Commissioners
- Town of Orange Park
- Town of North Ft. Myers Beach
- Union County Board of County Commissioners
- Union County School Board
- University of South Florida
- Wakulla County Board of County Commissioners
- Walton County Board of County Commissioners
- Washington County Board of County Commissioners

Constangy also has had the privilege of representing the City of Fernandina Beach in labor negotiations with its police unit; advising the City regarding the administration of its Collective Bargaining Agreements with the police, fire and carpenters units; handling employee grievances up to arbitration (including a failure to promote grievance against the UBC, which was denied); providing training on employment law topics, including a monthly series for supervisors; and, providing advice and counsel regarding general labor and employment law matters.

Published Public Sector Cases

A sample listing of published public sector administrative decisions in which Constangy's Jacksonville office has provided representation on behalf of management concerning a broad range of topics including, but not limited to: unit certifications, decertifications, unit clarifications; and unfair labor practice charges, includes:

- Shane Johnson v. Jacksonville Housing Authority, 41 FPER, I233; Docket No. CS-2014-176, DF-2014-10.
- RWDSU Southeast Council, AFL-CIO, CLC v. Clay County Board of County Commissioners; 40 FPER ,II20; Docket No. CA-2013-008.
- RWDSU Southeast Council, AFL-CIO, CLC v. Clay County Board of County Commissioners; 40 FPER ,II21; Docket No. CA-2013-008.
- RWDSU Southeast Council, AFL-CIO, CLC and Clay County Board of County Commissioners; SM-2012-046.
- International Brotherhood of Electrical Workers, Local 2368 and JEA, SM- 2015-12.
- JEA Supervisors Association and JEA, SM-2015-017.
- St. Johns County Professional Firefighters and Paramedics, IAFF, Local #3865 v. St. Johns County Board of County Commissioners, 24 FPER i)29320; Docket No. RC-98-063.
- Fla. Regional Council of Industrial and Public Employees, United Bhd. Of Carpenters and Joiners of America v. St. Johns County, 29 FPER i)291; Docket No. RC-2003-075.
- City of Pembroke Pines v. Professional Firefighters of Pembroke Pines, Local 2292, IAFF, 21 FPER iJ 26188; Docket No. CB-94-037.
- City of Pembroke Pines v. Professional Firefighters of Pembroke Pines, Local 2292, IAFF, 21 FPER iJ 26112; Docket No. CB-94-037.
- Florida Council of Industrial and Public Employees, Local 2038, United Bhd. of Carpenters and Joiners of America v. St. Johns County Bd. of County Commissioners, 20 FPER 25172; Docket No. RC-94-019.
- Port Orange Professional Firefighters Association, Local 3118, IAFF v. City of Port Orange, 20 FPER 25093; Docket No. UC-93-026.
- Clay County Fire/Rescue Professionals, Local 3362, IAFF v. Clay County Bd. of County Commissioners, Dept. of Public Safety, 17 FPER 22128; Docket No. RC-91-008.

- Professional Firefighters of Jacksonville Beach, IAFF, Local 2622 v. City of Atlantic Beach, 17 FPER 22079; Docket No. RC-90-050.
- Northeast Florida Public Employees' Local 630, LIUNA v. City of Atlantic Beach, 16 FPER 21361; Docket No. RC-90-049.
- Professional Firefighters of Jacksonville Beach, IAFF, Local 2622 v. City of Atlantic Beach, 16 FPER ,r 21290; Docket No. RC-90-007.
- Norma Ewing and Southern Council of Industrial Workers v. Santa Rosa County, 14 FPER 19063; Docket No. CA-87-022.
- Norma Ewing and Southern Council of Industrial Workers v. Santa Rosa County, 13 FPER 18253; Docket No. CA-87-022.
- United Bhd. of Carpenters, Local 1194 v. School District of Santa Rosa County, 13 FPER ,r 18169; Docket No. CA-87-002.
- United Bhd. of Carpenters, Local 1194 v. School District of Santa Rosa County, 13 FPER ,r 18124; Docket No. MS-86-018(A\C).
- United Bhd. of Carpenters, Local 1194 v. School District of Santa Rosa County, 13 FPER 18078; Docket No. CA-87-01
- United Bhd. of Carpenters, Local 1194 v. School District of Santa Rosa County, 12 FPER 17309; Docket No. MS-86-018.
- United Bhd. of Carpenters, Local 1194 v. School District of Santa Rosa County, 12 FPER ,r 17270; Docket No. MS-86-018.
- Orange Park Association of Firefighters v. Town of Orange Park, 11 FPER ,r 16110; Docket No. CA-85-020.
- Southern Council of Industrial Workers, United Bhd. of Carpenters and Joiners of America v. Santa Rosa County Board of County Commissioners, 11 FPER 16086; Docket No. RC-84-030.
- Southern Council of Industrial Workers, United Bhd. of Carpenters and Joiners of America v. School District of Santa Rosa County, 11 FPER 16065; Docket No. RC-84-044.
- In re Petition of Volusia County Police Benevolent Association., Inc., 11 FPER 16030; Docket Nos. MS-84-042, MS-84-043, MS-84-O44, MS-84-044, MS-84-045, MS-84-046, MS-84-047, MS-84-048, MS-84-048, MS-84-049, MS-84-050, MS-84-051, MS-84-052, and MS-84-053(A/C).

- National Union of Hospital and Health Care Employees, RWDSU v. Board of Trustees of Santa Rosa Hospital, Santa Rosa County, 8 FPER 13420; Docket Nos. CA-82-016 and CA-82-038.
- Florida Police Benevolent Association. v. Town of Orange Park, 8 FPER 13288; Docket No. RC-82-020.
- National Union of Hospital and Health Care Employees v. Board of Trustees of Santa Rosa Hospital, Santa Rosa County, 8 FPER 13217; Docket Nos. CA-82- 016 and CA-82-038.
- National Union of Hospital and Health Care Employees, RWDSU v. Board of Trustees of Santa Rosa Hospital, Santa Rosa County, 8 FPER 13131; Docket No. RC-81-054.
- National Union of Hospital and Health Care Employees, RWDSU v. Board of Trustees of Santa Rosa Hospital, Santa Rosa County, 8 FPER 13095; Docket No. RC.
- Santa Rosa Professional Educators v. Santa Rosa County School Board, 32 FPER 27; Docket No. RC-2005-055.
- Clay County Fire Rescue Professionals, Local 3362 v. Clay County Board of County Commissioners, 32 FPER 5; Docket No. SM-2005-033.
- Emergency Service Professionals of Walton County, IAFF, Local #4413 v. Walton County Board of County Commissioners, 31 FPER ,i 129; Docket No. RC-2005-019.

Litigation Experience

Constangy, as a nationwide firm, handles many cases, both state and federal, in our several offices throughout the nation; however, a sample listing of Florida cases in which Constangy's Jacksonville office provided representation on behalf of management concerning a broad range of topics, in the public sector, is set forth below.

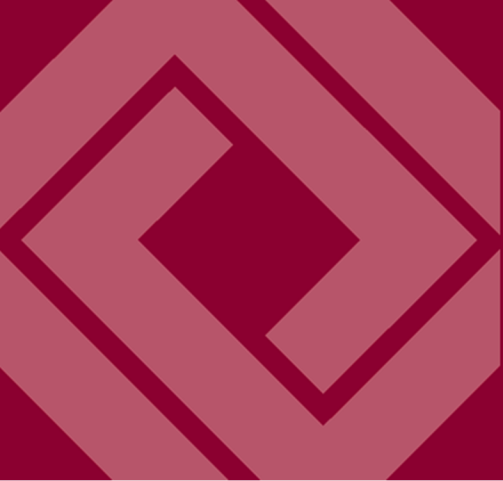
- Matchett v. Putnam County Board of County Commissioners, dismissal with prejudice affirmed by Seventh Judicial Circuit of Florida regarding Plaintiff's claims of defamation and request for declaratory judgment.
- Bums v. City of Cape Coral, Summary judgment granted by Middle District of Florida regarding Plaintiff's claims of race, sex and age discrimination; ruling affirmed on appeal.
- Brasky v. University of South Florida Board of Trustees, Circuit Court in Hillsborough County granted motion to dismiss complaint and compel arbitration.

- *Truette v. Washington County*, Circuit Court in Washington County (acting County Court Judge assigned from Holmes County) granted motion for summary judgment in Title VII and FCRA gender harassment case; per curiam affirmed by the First District Court of Appeal.
- *Schoppman v. University of South Florida Board of Trustees*, Summary judgment granted in Title VII and FCRA retaliation case by the Middle District of Florida.
- *Poitier v. Gadsden County*, Northern District of Florida granted summary judgment in sex discrimination, sexual harassment and retaliation case.
- *Hughes v. Santa Rosa County School Board*, Summary judgment granted by Northern District of Florida in gender discrimination case.
- *Mann v. St. Johns County School Board*, Summary judgment granted by Middle District of Florida in disability discrimination, accommodation and retaliation case.
- *Mitcham v. University of South Florida Board of Trustees*, Summary judgment granted by Middle District of Florida in race and gender discrimination and retaliation case filed pursuant to Title VII.
- *Enfinger v. Santa Rosa County School Board*, Plaintiff voluntarily dismissed claims of sexual harassment and retaliation under the FCRA, pending in Circuit Court.
- *Bell v. NEFSH/DCF*, Plaintiff voluntarily dismissed race discrimination claims (regarding pay) under Title VII before summary judgment (case filed in Middle District of Florida).
- *Hart v. NEFSH/DCF*, Plaintiff voluntarily dismissed race and gender discrimination claims under Title VII and the Equal Pay Act before summary judgment (case filed in Middle District of Florida).
- *Hines v. DOC*, Plaintiff voluntarily dismissed race discrimination claim under Title VII before summary judgment (case filed in Middle District of Florida).
- *Keen v. Hatch et al.*, Plaintiff voluntarily dismissed First Amendment retaliation claim, based upon alleged wrongful discharge, before summary judgment (case filed in Northern District of Florida).
- *Kranert v. FCHR*, Plaintiff voluntarily dismissed race and discrimination claims under Title VII before summary judgment (case filed in Northern District of Florida).
- *Tiffany Ice v. Matt Shirk, et al.*, Middle District of Florida dismissed with prejudice Plaintiff's claims of hostile work environment and quid pro quo harassment/gender discrimination under Title VII and equal protection claim under Section 1983.
- *Rosenthal v. City of Pembroke Pines*, Florida's Fourth District Court of Appeal upheld the Circuit Court of the Seventeenth Judicial Circuit's award of summary judgment on Fire Chief

Rosenthal's breach of contract and promissory estoppel claims concerning his entitlement to pension benefit accruals.

- Klein v. University of North Florida, Eleventh Circuit upheld the Middle District of Florida's award of summary judgment regarding Plaintiff's First Amendment freedom of speech claims.
- Hoffman v. Florida School for the Deaf and the Blind, Circuit Court of Seventh Judicial Circuit awarded summary judgment with respect to Plaintiff's tortious interference claims and constitutional due process claims brought pursuant to Article I, Section 2 of the Florida Constitution.
- Rowe v. Florida School for the Deaf and the Blind, Middle District of Florida awarded summary judgment in Defendant's favor with respect to Plaintiff's Title VII and FCRA sexual harassment claims, as well as Plaintiff's ADA disability claims.
- Hoshall, et al v. John Crawford, Circuit Court dismissed with prejudice Plaintiff's defamation claim on the ground of executive immunity.
- Ruud v. University of South Florida Board of Trustees, Circuit Court granted summary judgment to Defendant on Plaintiff's breach of contract and promissory estoppel claims.
- Suggs v. University of South Florida Board of Trustees, Florida's Second District Court of Appeal affirmed the FCHR's administrative dismissal of Appellant's Public Sector Whistleblower Act charge as being untimely filed.
- Henry v. University of South Florida Board of Trustees, Florida's Second District Court of Appeal affirmed the Public Employees Relations Commission's summary dismissal of Appellant's unfair labor practice charge for failing to exhaust her administrative remedies provided by the grievance procedure contained in an applicable collective bargaining agreement.
- Saavedra v. University of South Florida Board of Trustees, Middle District of Florida dismissed Plaintiff's Family and Medical Leave Act claims against the University and Dr. DeBaldo, as well as common law tort claims of intentional infliction of emotional distress, negligent infliction of emotional distress, wrongful discharge and fraudulent misrepresentation.
- Bryant v. Florida School for the Deaf and the Blind (I). Florida's First District Court of Appeal affirmed the Public Employees Relations Commission's Final Order dismissing Appellant's Career Service Appeal.
- Bryant v. Florida School for the Deaf and the Blind (II). Florida's Second District Court of Appeal affirmed the FCHR's administrative dismissal of Appellant's Public Sector Whistleblower Act charge as being untimely filed.

- Mitchell v. Nassau County. Middle District of Florida awarded summary judgment to Defendant on Plaintiff's Title VII and FCRA race discrimination and retaliation claims.
- Henry v. Gadsden County. Northern District of Florida granted motion to dismiss plaintiff's Title VII and FCRA discrimination and retaliation claims for her failure to participate in discovery and comply with court orders.
- Malcolm Gainey v. Washington County. Circuit Court denied Plaintiffs Motion to Amend Complaint, where Plaintiff sought to "piggyback" on another plaintiff's EEOC Charge of gender discrimination.
- Mobley and Keystone Heights Volunteer Fire Department ("KHVFD") v. Clay County. Circuit Court granted Suggestion of Mootness with respect to KHVFD's declaratory judgment action.
- Angela Hudson v. Florida Department of Corrections, Northern District of Florida granted summary judgment to Defendant on Plaintiff's Title VII retaliation claim.
- Donzalo Solomon v. Jacksonville Aviation Authority, Northern District of Florida granted summary judgment to Defendant on Plaintiff's Title VII race discrimination and retaliation claims.



Attorney Experience

John Dickinson, Constangy's proposed lead Labor Attorney, is board certified in labor and employment law. John has 45 years of experience exclusively representing employers, including municipalities, in labor and employment matters. A large portion of John's practice is devoted to representing local government entities in labor and employment matters, including administrative proceedings, as well as litigation and traditional labor matters. His experience includes labor negotiations (serving as chief negotiator, advising on strategy and proposals, conducting shade meetings with the commission or council, and related tasks), employment litigation, processing union grievances through arbitration, practicing before PERC (in handling unfair labor practice proceedings, unit clarification petitions, representation petitions, and related matters), as well as advising public sector clients on pension issues in general and such issues that arise during labor negotiations.

John's full bio is included in Proposal Tab B.

In addition to the proposed labor relations services team John will lead (as outlined in Proposal Tab B), Constangy is uniquely situated to provide additional resources to the City. Our firm's practice groups include employee benefits, wage and hour, and immigration. In addition, all of our attorneys in our Jacksonville office regularly practice local government law and administrative law as it pertains to matters arising in the labor and employment law context.



References

Ms. Sarah Campbell, Town Manager
Town of Orange Park
2042 Park Avenue
Orange Park, FL 32073
Telephone: 904-278-3011
Facsimile: 904-278-3025

Dolores Menendez, Esquire City Attorney
City of Cape Coral
P.O. Box 150027 Cape Coral, FL 33915
Telephone: 239-574-0527
Facsimile: 239-574-0404
Email: dmenendez@capecoral.net

Ms. Sarah Taylor
Director, Human Resources
St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084
Telephone: 904-209-0638
Email: staylor@sjcfl.us

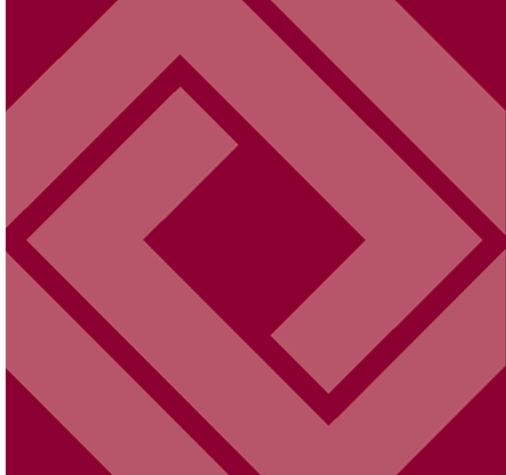
Ms. Maryanne Evans, Director of Labor Relations
Jacksonville Electric Authority
21 West Church Street, Tower 6
Jacksonville, FL 32202
Telephone: 904-665-4245
Email: evanmd@jea.com

Courtney Grimm, Esquire
County Attorney
Clay County Board of County Commissioners
P.O. Box 1366
Green Cove Springs, FL 32043
Telephone: 904-269-6303
Facsimile: 904 269-6346

Proposal Tab B

Attorney Bios & Certifications





Attorney Team

While we have many experienced attorneys who will be able to assist the City, the proposed Lead Attorney, as set forth above, is **John Dickinson**. With 45 years of experience exclusively representing employers in labor and employment matters, John is ideally suited to fill the role of Lead Attorney to the City, and he has the availability to provide the timely responses that the City expects. In addition to handling collective bargaining, labor arbitrations, unfair labor practice proceedings, John regularly represents employers in employment litigation, and he is instrumental in providing strategic advice to clients with both union and non-union operations.

John, a senior partner, leads Constangy's Jacksonville office. With John in the lead, we have assembled a team of experienced labor relations attorneys who will be able to support the City's labor relations needs:

- **Meg Zabijaka**, also a senior partner, has 23 years of experience representing employers exclusively in labor and employment law matters. Meg works primarily with public sector clients and devotes a large portion of her practice to traditional labor matters, including collective bargaining negotiations, grievance arbitrations, and unfair labor practice proceedings. Meg also handles employment litigation and works with clients to provide employment law advice and counseling to hopefully avoid employment litigation.
- **Lori Mans**, a partner, has 16 years of experience representing employers exclusively in labor and employment law matters. Lori also works primarily with public sector clients and has handled numerous unfair labor practice proceedings before PERC. Lori is particularly adept at handling collective bargaining negotiations, and she also regularly counsels clients regarding drug and alcohol testing procedures and obligations. Lori also handles employment litigation.

All members of the proposed team regularly draft and review legal documents, including contracts, settlement agreements, severance agreements, releases, collective bargaining agreements and other employment-related documents. They also regularly review and revise personnel policies and employee handbooks and provide training for employers to employees at all levels, as well as elected officials, regarding their legal roles and duties.

Full bios follow:

John F. Dickinson

PARTNER

Jacksonville



John brings a strong background in the areas of employment litigation, wage and hour compliance and labor relations. He is one of few lawyers to hold Board Certification in Labor and Employment Law from The Florida Bar.

Before merging with Constangy, John was a partner in the law firm of Malfitano Campbell & Dickinson.

Honors & Recognitions

- Best Lawyers in America© (1993-2021)
- Chambers USA Guide
- Fellow, College of Labor and Employment Lawyers (Inducted 2017)
- Florida Super Lawyers (2006-2020)
- Florida Trend's Legal Elite
- Leading Florida Attorneys
- Martindale-Hubbell AV Preeminent® Peer Rated for Highest Level of Professional Excellence
- Labor & Employment Star by Benchmark Litigation (2019)

Professional & Civic Associations

- Boys & Girls Clubs of Northeast Florida, Inc.
- Rotary Club of San Marco

Client Presentations & Firm Publications

- FLSA Intensive Series: A Multi-Session Jacksonville Breakfast Briefing, Summer 2015

Speaking Engagements & Industry Publications

"Dealing with Government Agencies," Jacksonville Annual Labor & Employment Law Workshop, March 2019

John F. Dickinson

Practices

Class/Collective Actions

Employment Litigation Prevention & Defense

Labor Relations

Wage and Hour Compliance & Litigation

Practice Emphasis

Employment Litigation (state and federal courts)

Traditional Labor Law

Wage and Hour Compliance

Education

Mercer University

- J.D., *cum laude*, 1975
- Administrative Editor, Mercer Law Review
- B.A. English, *magna cum laude*, 1972
- Phi Eta Sigma Honorary Society

Bar & Court Admissions

Florida, 1975

Georgia, 1975

Meg Zabijaka

PARTNER

Jacksonville



Meg values the opportunity to partner with clients to explore solutions to workplace issues, in both non-union and unionized workplaces. She strives to create long-term business relationships with clients to become an effective and efficient business partner. Should an administrative charge or litigation develop, Meg vigorously defends employers. Specific areas of her employment law practice include the defense of discrimination, harassment and retaliation claims, and assistance with FLSA, FMLA, and USERRA issues.

Meg also devotes a large portion of her practice to traditional labor matters, in both the public and private sectors, including collective bargaining negotiations, grievance arbitrations, and unfair labor practice proceedings. Meg provides training, policy/employee handbook review, and employment practices audits, as well.

Honors & Recognitions

- Best Lawyers in America[®] (2011-2021)

Professional & Civic Associations

- Florida Bar, Labor & Employment Law Section
- Chester Bedell Inn of Court, Barrister Alumnus
- All Saints Episcopal Church of Jacksonville, Vestry Member (2017-2018)
- Alumni, Zeta Tau Alpha sorority
- Child Guidance Center, Personnel Committee Chair (2013-2016)
 - Board Member (2007-2016)

Client Presentations & Firm Publications

- Jacksonville Public Sector Breakfast Briefing - Off duty conduct and its workplace implications, 7.14.17
- Jacksonville Breakfast Briefing: Drug Testing for Public Employers, 4.27.16
- FLSA Intensive Series: A Multi-Session Jacksonville Breakfast Briefing, Summer 2015

Meg Zabijaka

- FMLA Intensive Series: A Multi-Session Jacksonville Breakfast Briefing, Spring 2015

Speaking Engagements & Industry Publications

- "Going for the Gold: Labor and Employment Law Best Practices," Jacksonville Annual Labor & Employment Law Workshop, September 2020
- "Juggling Leave and Accommodation Issues," co-presenter, Jacksonville Annual Labor & Employment Law Workshop, March 2019
- "Public Sector Ferris Wheel," Jacksonville Annual Labor & Employment Law Workshop, March 2019
- Jacksonville Best Places to Work - Jacksonville Business Journal, April 2007
- Jacksonville Chamber of Commerce Profile of the Week, 2006

Practices

Background Check & FCRA Litigation

Employment Litigation Prevention & Defense

Labor Relations

Trade Secrets & Unfair Competition

Transactional Solutions

Wage and Hour Compliance & Litigation

Whistleblower & Retaliation

Workers' Compensation Defense

Practice Emphasis

Collective Bargaining Negotiations and Labor Arbitrations

Employment Law Counseling

Policy Analysis and Revision and Employment Law Training

Non-compete, or Restrictive Covenant Litigation

Industries

Manufacturing

Public Sector

Sports & Entertainment

Meg Zabijaka

Education

University of Florida, College of Law

- J.D., with honors, 1997
- Order of the Coif
- Book Award Constitutional Law
- Chester Bedell Inn of Court
- Chester H. Ferguson Scholarship Recipient
- Phi Delta Phi
- Teaching Assistant; Legal Research & Writing and Appellate Advocacy

University of North Florida

- B.A., Political Science/Public Administration, *summa cum laude*, 1994
- Dean's List
- Florida Undergraduate Scholar
- Outstanding Graduate in Political Science
- Phi Kappa Phi Honor Society
- Political Science Society, Secretary
- Zeta Tau Alpha sorority, Vice President

Bar & Court Admissions

Florida, 1997

U.S. Court of Appeals for the Eleventh Circuit

U.S. District Court for the Middle District of Florida

U.S. District Court for the Northern District of Florida

U.S. District Court for the Southern District of Florida

Lori K. Mans

PARTNER

Jacksonville



Lori's primary focus of her law practice involves representing management in state and federal court employment litigation. Lori also represents employers in traditional labor law matters, including collective bargaining negotiations and grievance arbitrations.

Professional & Civic Associations

- American Bar Association
- Jacksonville Bar Association
- Jacksonville Women Lawyers Association
- Federal Bar Association, Jacksonville Chapter, Board Member

Client Presentations & Firm Publications

- Webinar: COVID-19 and Public Employers , 7.23.20
Webinar
- Jacksonville Public Sector Breakfast Briefing - Off duty conduct and its workplace implications, 7.14.17
- Jacksonville Breakfast Briefing: Drug Testing for Public Employers, 4.27.16
- FLSA Intensive Series: A Multi-Session Jacksonville Breakfast Briefing, Summer 2015
- FMLA Intensive Series: A Multi-Session Jacksonville Breakfast Briefing, Spring 2015
- Jacksonville Breakfast Briefing: Protecting Healthcare Employers' Confidential Information in a Portable World, 5.22.14
- Jacksonville - Coffee with Constangy: Employment Law Issues for Public Sector Employers, 5.14.14

Speaking Engagements & Industry Publications

- "Juggling Leave and Accommodation Issues," co-presenter, Jacksonville Annual Labor & Employment Law Workshop, March 2019

Lori K. Mans

- "Rules of the Road in Dealing with Third Parties," Jacksonville Annual Labor & Employment Law Workshop, March 2019
- "Medical Marijuana in the Workplace," Brown & Brown, February 2019
- "Women in the Workplace: A Generational Perspective," Jacksonville Women's Business Circle, February 2019
- "Eleventh Circuit Provides Guidance for Employers Conducting Sexual Harassment Investigations," Florida Bar, Labor & Employment Law Section, June 2007
- "Legal Exposure for Employee Web Access and Email Use," Florida Council of Independent Schools, November 2006
- [Jacksonville Best Places to Work](#) - *Jacksonville Business Journal*

Practices

Affirmative Action/OFCCP Compliance

Employment Litigation Prevention & Defense

Wage and Hour Compliance & Litigation

Practice Emphasis

Employment Litigation

Collective Bargaining Negotiations and Labor Arbitrations

Industries

Public Sector

Education

University of Florida College of Law

- J.D., *magna cum laude*, 2004
- Board Member, UF Journal of Law and Public Policy
- Barbara W. Makar Writing Award, UF Journal of Law and Public Policy
- Teaching Assistant, Research and Writing
- Teaching Assistant, Appellate Advocacy

University of North Florida

- B.A., Political Science, Baccalaureate Honors, *cum laude*, 2001
- B.A., International Studies, Baccalaureate Honors, *cum laude*, 2001
- UNF Presidential Envoy

Lori K. Mans

- University Scholars Honors Society
- Pilot Mentor - Nike Jaguars Community Scholars Foundation

Bar & Court Admissions

Florida, 2005

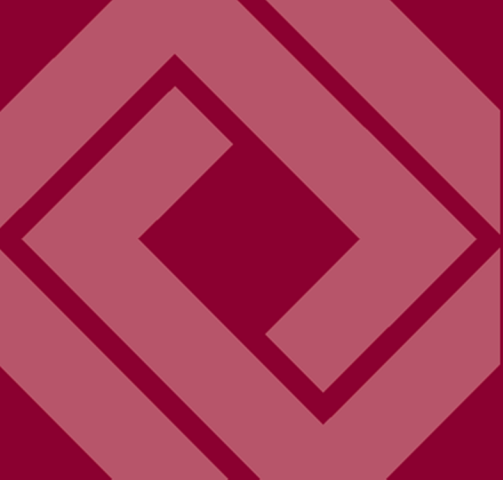
United States Court of Appeals for the 11th Circuit

United States District Court for the Middle District of Florida

United States District Court for the Northern District of Florida

United States District Court for the Southern District of Florida

Supreme Court of the United States



Accessibility & Responsiveness

When clients select Constangy, they choose us not only because our lawyers understand the unique legal and operational complexities they face, but also because we're relationship driven - we view ourselves as your partner in helping your organization operate successfully. With respect to the availability of John, Meg and Lori, they are highly accessible. They return calls promptly (usually within less than an hour and always the same business day) and will be highly accessible to attend scheduled or ad hoc meetings, either in person or by phone, upon request. Our accessibility to our clients is of paramount importance and, to that end, our attorneys make themselves available to our clients not only through our office phone, but also through cell phone (24 hours, 7 days a week), and email.

Accessibility is part of our broader commitment to excellent client service, guided by the following principles:

- We take a “real-world,” practical approach to clients’ legal problems.
- We maintain the highest legal and ethical standards in advising our clients.
- Our clients look at us as partners in their businesses. We listen to the clients, and provide legal advice consistent with their business goals.
- We believe that it is in companies’ best interests to treat their employees morally, ethically and with respect.
- We will look beyond the “symptom” to the “disease.” If a legal action appears to have more deep-rooted causes, we will help the client diagnose and cure them.
- We defend our clients vigorously and aggressively. If settlement or alternative dispute resolution appears to be in the client’s interests, we will say so. If the client prefers to settle – usually for economic reasons – we will assist our clients to achieve that aim.
- We believe it is in our clients’ best interests for us to have productive and cordial relationships with government agencies and, where possible and appropriate, with opposing counsel.
- We make it a point to learn about our clients’ businesses and operations in order to better understand and serve their interests.

- We are highly responsive to our clients in all service requests. We return calls and e-mails in a timely manner and try to be accessible under all circumstances. Unlike many firms, we have real, live people answering our telephones during normal business hours so that callers do not wind up in a loop.
- We prefer a long-term "marriage" with our clients. If the client wants us to handle a single, discrete matter, we are glad to assist. But we find that the most beneficial relationships are those based on a knowledgeable, longstanding and trusting relationship between attorney and client.

Proposal Tab C

Proposed Compensation





Proposed Compensation

General labor advice would be provided at the following hourly rates (a retainer is not required):

- Partner\$255
- Associate\$205
- Paralegal\$100

In addition to the foregoing hourly rates, we would be pleased to offer the City, free of charge, annual training to its employees and supervisors (in separate sessions) on an employment topic of the City's choice during each year of our engagement with the City.

*Significantly, Constangy does not bill for what we consider typical overhead costs, such as copying, long-distance telephone calls, or postage.

Cost Control Procedures

When it comes to billing, our mantra is "No Surprises!" To ensure that our clients are never surprised by the developments or costs in a matter, we endeavor to fully analyze your needs and set expectations at the outset. We also prepare detailed, early budgets to avoid any misunderstandings concerning the costs of a matter. Further, our policy of continuous communications during the handling of a matter keeps our clients fully apprised on cost and strategic implications even where cases take unexpected and unforeseeable turns.

Other ways we take care to make sure your costs are well-managed:

- We staff our cases in the most cost-efficient, but effective, manner for the client. We use associates and paralegals whenever they can handle the work competently. We use more experienced attorneys only where warranted by the complexity of the case or other considerations. We do not send multiple lawyers to do what a single lawyer can do. We do not bill the client for associates who are "observing."
- Our bills contain detailed descriptions of the work performed so that the client can make a meaningful assessment of our value.

Alternate Fee Structures

Candidly, we find that even with out-of-the-box solutions and fixed fee options at hand, most of our clients still prefer being billed hourly. For these clients, our firm bills in .10 increments. Unlike many other firms, we do not have a minimum time entry or charge.

However, alternative fee arrangements are becoming more and more common, and we have a great deal of flexibility to structure customized arrangements that are better suited to a client's matter type and volume of work than traditional hourly rates can be. We find that such arrangements work most efficiently when we have a deep understanding of our client's litigation needs – whether through an ongoing relationship with a long-term client, or a thorough analysis of past and forecasted legal needs when we are beginning work for a new client.

Some of the more common types of alternative fee arrangements we have proposed include:

- **Blended Hourly Rates.** Fixed hourly rates for partners, associates and paralegals help provide cost certainty for clients, and often represents a significant discount for clients. These rates can be national in scope, or offered in location-based “tiers,” as market-competitive rates can differ wildly across the country.
- **Flat/Fixed Fee Litigation and Counseling.** We can usually offer our clients a fixed fee rate for matters such as single-plaintiff litigation, arbitrations and EEOC charges. As an option, litigation fees can be fixed for the entirety of the matter, or for key phases of the litigation process.
- **Volume Discounts.** When we anticipate a significant and steady volume of work from a client, we often offer a deeply discounted rate for work beyond an agreed-upon volume threshold.
- **Retainer Rates.** For some clients, we will also offer a flat monthly retainer rate that includes general legal advice and/or representation in certain types of litigation and arbitration matters.

We work carefully with our clients to set clearly-defined parameters for such agreements (maximum hours and defining the type of work provided) based on their unique needs

Proposal Tab D

Certificates of Insurance



ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J Smith Lanier & Co Columbus 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: PHONE (A/C, No, Ext): 706-324-6671		FAX (A/C, No): 706-576-5607
	E-MAIL ADDRESS:		
INSURED Constangy, Brooks, Smith & Prophete LLP 230 Peachtree Street, NW, Suite 2400 Atlanta, GA 30303	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Columbia Casualty Company		31127
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liability			596857420	12/31/2019	12/31/2020	\$10,000,000 Per Claim \$20,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage Atlanta, GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>PETER J. KRAUSE</i>

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER J Smith Lanier & Co Columbus 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: PHONE (A/C, No, Ext): 706-324-6671		FAX (A/C, No): 706-576-5607
	E-MAIL ADDRESS:		
INSURED Constangy, Brooks, Smith & Prophete LLP 230 Peachtree Street, NW, Suite 2400 Atlanta, GA 30303	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Beazley Insurance Company		37540
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Network Security/ Cyber Liability			V25F6B190101	01/31/2020	01/31/2021	\$2,000,000 Breach Response Limit \$2,000,000 Policy Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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	AUTHORIZED REPRESENTATIVE <i>PETER J. KRAUSE</i>

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PRODUCER J Smith Lanier & Co Columbus 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: PHONE (A/C, No, Ext): 706-324-6671 FAX (A/C, No): 706-576-5607 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="816 426 1433 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1442 426 1572 447">NAIC #</th> </tr> <tr> <td data-bbox="816 457 1433 478">INSURER A : Great Northern Insurance</td> <td data-bbox="1442 457 1572 478">20303</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Insurance	20303						
INSURER(S) AFFORDING COVERAGE	NAIC #										
INSURER A : Great Northern Insurance	20303										
INSURED Constangy, Brooks, Smith & Prophete LLP 230 Peachtree Street, NW, Suite 2400 Atlanta, GA 30303	<table border="1"> <tr><td data-bbox="816 489 1433 510">INSURER B :</td><td data-bbox="1442 489 1572 510"></td></tr> <tr><td data-bbox="816 520 1433 541">INSURER C :</td><td data-bbox="1442 520 1572 541"></td></tr> <tr><td data-bbox="816 552 1433 573">INSURER D :</td><td data-bbox="1442 552 1572 573"></td></tr> <tr><td data-bbox="816 583 1433 604">INSURER E :</td><td data-bbox="1442 583 1572 604"></td></tr> <tr><td data-bbox="816 615 1433 634">INSURER F :</td><td data-bbox="1442 615 1572 634"></td></tr> </table>	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :											
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			35958774	01/31/2020	01/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

Proposal Tab E

Additional Exhibits



EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for **Labor Attorney Services**.
2. This sworn statement is submitted by **Constangy Brooks, Smith & Prophete, LLP**, whose business address is **200 West Forsyth Street, Suite 1700, Jacksonville FL 32202** and (if applicable) Federal Employer Identification Number (FEIN) is **58-0616335**.
3. My name is **John F. Dickinson** and my relationship to the entity named above is **Senior Partner**.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, will be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months will be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted ATTORNEY/FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted ATTORNEY/FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted ATTORNEY/FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

[Signature]
Signature

November 9, 2020
Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9th day of November 2020 and is personally known to me, or has provided X as identification.

Notary Public: Sherry L. Tompkins

My Commission expires:

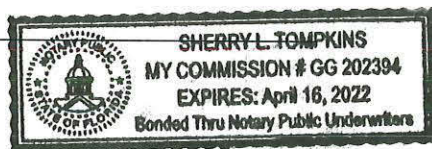


EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed ATTORNEY/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

Company: Constangy, Brooks, Smith & Prophete, LLP

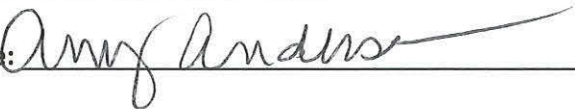
City: Jacksonville

State: Florida

Zip Code: 32202

Telephone Number(s): 904.356.8900

Signature:



Name (Typed or Printed): Amy Anderson

Title: Chief Human Resources Officer

EXHIBIT "D"



CITY OF FERNANDINA BEACH

E-VERIFY STATEMENT

Bid/Proposal Number: 21-01

Project Description: Labor Attorney Services

ATTORNEY/FIRM acknowledges and agrees to the following:

ATTORNEY/FIRM will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the ATTORNEY/FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the ATTORNEY/FIRM to perform work pursuant to the contract with the Department.

Company/Firm: Constangy, Brooks, Smith & Prophete, LLP

Authorized Signature: Amy Anderson

Name: Amy Anderson

Title: Chief Human Resources Officer

Date: November 10, 2020

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

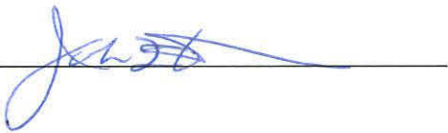
The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: FIRM INFORMATION Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED LABOR ATTORNEY TEAM Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: ACCESSIBILITY AND RESPONSIVENESS Understands and agrees to all terms.
7. PROPOSER'S RESPONSE: PROPOSED COMPENSATION Understands and agrees to all terms.

Name: John F. Dickinson

Title: Senior Partner

Signature: _____



Date: November 10, 2020

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for **Labor Attorney Services (21-01)**

This sworn statement is submitted by (entity) **Constangy, Brooks, Smith & Prophete, LLP**, whose business address is **200 West Forsyth Street, Suite 1700, Jacksonville, FL 32202** and (if applicable) Federal Employer Identification Number (FEIN) is **58-0616335** (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is **John F Dickinson** and my relationship to the entity named above is **Senior Partner**.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

(cont. next page)

State of FLORIDA

COUNTY OF DUVAL

Signature: 

Print Name: John F. Dickinson, Senior Partner

Date: November 9, 2020

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9th day of November, 2020, and is personally known to me, or has provided X as identification.


Notary Signature

My Commission expires: _____



EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for **Labor Attorney Services (21-01)**

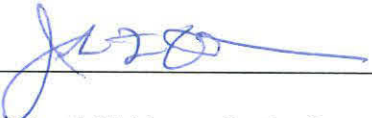
This sworn statement is submitted by (entity) **Constangy, Brooks, Smith & Prophete, LLP**, whose business address is **200 West Forsyth Street, Suite 1700, Jacksonville, FL 32202** and (if applicable) Federal Employer Identification Number (FEIN) is **58-0616335** (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number:_____.)

My name is **John F Dickinson** and my relationship to the entity named above is **Senior Partner**.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

State of FLORIDA

COUNTY OF **DUVAL**

Signature: 

Print Name: John F. Dickinson, Senior Partner

Date: November 9, 2020

(cont. on next page)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9th day of November, 2020, and is personally known to me, or has provided K as identification.

Sherry L. Tompkins
Notary Signature

My Commission expires:

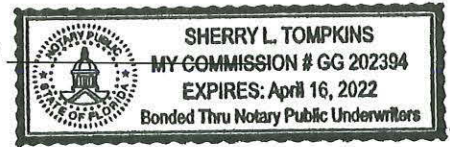


EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five years?

YES _____ NO **X**

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five years?

YES _____ NO **X**

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five years that is related to the services your firm provides in the regular course of business?

YES _____ NO **X**

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts will be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Constangy, Brooks, Smith & Prophete, LLP
Firm

November 10, 2020
Date


Authorized Signature

John F. Dickinson, Senior Partner
Printed or Typed Name and Title

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 21-01 LABOR ATTORNEY SERVICES**

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **RFP 21-01**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the proposal. Failure to do so may disqualify the proposal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: John Dickinson, Esquire **TITLE:** Partner

ADDRESS: 200 W. Forsyth Street, Suite 1700

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 11-12-2020

GRAYROBINSON

ATTORNEYS | LOBBYISTS | CONSULTANTS



City of Fernandina Beach RFP 21-01 Labor Attorney Services November 17, 2020

PRESENTED BY:

Sacha Dyson

401 East Jackson Street, Suite 2700
Tampa, Florida 33602
813-273-5088
sacha.dyson@gray-robinson.com

Stephanie Marchman

720 S.W. 2nd Avenue, Suite 106
Gainesville, Florida 32601
352-283-1522
stephanie.marchman@gray-robinson.com

www.gray-robinson.com

Boca Raton | Fort Lauderdale | Fort Myers | Gainesville | Jacksonville | Key West | Lakeland
Melbourne | Miami | Naples | Orlando | Tallahassee | Tampa | Washington, DC | West Palm Beach

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COVER LETTER AND CONTACT SHEET

Cover Letter

City of Fernandina Beach
Wanda Weaks, Purchasing Agent
204 Ash Street
Fernandina Beach, FL 32034

November 17, 2020

Dear Ms. Weaks,

On behalf of GrayRobinson, P.A. (the "Firm"), we are pleased to submit this response to the City of Fernandina Beach (the "City") Request for Proposal for Labor Attorney Services. Enclosed, you will find the experience and qualifications that make GrayRobinson exceptionally prepared and able to provide all of your legal needs, as well as the required forms completed and signed. GrayRobinson is well-qualified to provide, has a full understanding of, and commits to comply with the requirements set forth in this RFP and the City Charter, the City Code of Ordinances, and all other pertinent statutes and regulations.

GrayRobinson is a full-service law firm with attorneys and government affairs professionals throughout 15 offices, including nearby Jacksonville, spanning the State of Florida and Washington, DC. Our attorneys, consultants, and regulatory professionals provide legal and government affairs services to local and state governments, businesses, nonprofits, and individuals throughout Florida, our nation's capital, across the country, and all over the world. We offer not only an extensive range of services but also depth and proficiency in each one. We have the breadth and depth of experience to respond to the City's legal needs swiftly, carefully, and appropriately, all while remaining sensitive to the public environment in which the City operates.

GrayRobinson's long-time representation of governmental clients has served as the bedrock of the firm's mission. This team possesses extensive experience in representing local governments in labor and employment matters, from negotiating collective bargaining agreements to representing management before the legislative body in impasse resolution proceedings, from conducting workplace investigations to defending public clients in federal litigation.

In labor and employment law legal matters such as is contemplated by this RFP, GrayRobinson implements a team approach to maximize communication and responsiveness without over-staffing. Sacha Dyson and Stephanie Marchman will serve as co-leads and ensure the City is satisfied with the quality and timeliness of GrayRobinson's labor and employment legal work. We believe this team approach will allow us to provide top-quality labor and employment legal services and respond swiftly and thoroughly to all of the City's legal needs.

GrayRobinson is ready, willing, and able to perform all of the work outlined in the City's RFP. We hope you will recognize the exclusive assets of GrayRobinson's professionals and the team proposed within and favorably consider this proposal. We look forward to hearing from you.

Regards,



Sacha Dyson, Shareholder
Board Certified in Labor & Employment Law
GrayRobinson, P.A.



Stephanie Marchman, Shareholder
GrayRobinson, P.A.

Exhibit A: Contact Sheet

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "A"

CONTACT SHEET

Name: GrayRobinson, P.A.

Federal Taxpayer ID: 59-1300132

Mailing Address: 401 East Jackson Street, Suite 2700

City, State, & Zip Code: Tampa, FL 33602

Telephone: 813-273-5000 Fax: 813-273-5145

Email: sacha.dyson@gray-robinson.com

Submitted By: Sacha Dyson

Title: Shareholder

ATTORNEY/FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: Ivy Rhinehart Title: Chief Financial Officer

Email Address: ivy.rhinehart@gray-robinson.com Phone: 407-843-8880

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

SD

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

TAB A: ATTORNEY/FIRM INFORMATION

Provide a narrative description of the attorney/firm.

CITY OF FERNANDINA BEACH TEAM



Sacha Dyson – Co-Lead Attorney: a shareholder in the firm's Tampa office, Sacha is board certified in Labor and Employment Law by The Florida Bar. She represents businesses, governmental entities, and education institutions in labor, employment, education, housing and other civil rights disputes. She is the legal education chair of the Executive Council of the Labor and Employment Section of The Florida Bar as well as a member of the Labor and Employment Law Certification Committee and Clients' Security Fund Committee of The Florida Bar. Sacha is an experienced litigator who has represented clients in jury trials, labor arbitrations, and administrative hearings as well as served as the chief negotiator for management in collective bargaining negotiations with unions.



Stephanie Marchman – Co-Lead Attorney: is a shareholder in GrayRobinson's Gainesville and Tampa offices representing public and private sector employers in the areas of labor and employment law, civil litigation, and government law. After earning her undergraduate and law degrees with honors from the University of Florida, Stephanie served as law clerk to the Honorable William Terrell Hodges in the United States District Court for the Middle District of Florida. Following her federal clerkship, she practiced with a boutique labor and employment law firm in Tampa (Thompson, Sizemore, Gonzalez & Hearing, who coincidentally joined GrayRobinson in 2019) and then served as an Assistant City Attorney for the City of Gainesville for over a decade. While in-house with the City of Gainesville, Stephanie was a counselor, litigator, and transactional lawyer in the areas of labor and employment law,

employee benefits, constitutional law, Sunshine Law, and public records law. At GrayRobinson, Stephanie continues to serve as lawyer for numerous public and quasi-public clients. For example, Stephanie recently served as Interim City Attorney for the City of Vero Beach. Stephanie presently serves as general counsel to CareerSource Pinellas, a local workforce development board, and WellFlorida Council, a local health planning council. Stephanie has also recently provided labor and employment legal services to Alachua County, Alachua County Tax Collector, City of Gainesville, City of Macclenny, City of Miami, Florida Association of Healthy Start Coalitions, Hillsborough County Aviation Authority, School Board of Marion County, University of Florida Board of Trustees, and Volusia County School Board.



William "Bill" Andrews- Team Member: Bill has limited his practice to representing employers in labor and employment law matters throughout his career. This representation includes representing private and public sector employers in all areas of labor and employment law, including responding to EEOC and related employment claims, conducting wage and hour audits, defending collective actions filed under the Fair Labor Standards Act, defending union-organizing drives, preparing personnel policies and employee handbooks, and advising clients in compliance with Title III (public accommodation) of the Americans with Disabilities Act. Bill is a frequent speaker on labor and employment law topics at public and private sector seminars and trade association meetings throughout the United States.



Matthew Bowles – Team Member: Matthew is an associate attorney in the Firm's Tampa office. He focuses his practice on labor and employment law, representing clients in both the private and public sector.



Craig Novick – Team Member: Craig is a shareholder based in the firm's Orlando office, where he is a member of the labor and employment law practice group. He represents employers in all areas of employment law, including, but not limited to: discrimination; retaliation (including workers' compensation retaliation); the Fair Labor Standards Act; the Family and Medical Leave Act; and the Americans With Disabilities Act. Craig's practice also includes drafting, negotiating and litigating employment-related agreements (including restrictive covenants, such as non-compete agreements), as well as preparing and reviewing employment policies, procedures, and handbooks. Craig is also a member of the firm's higher education practice group, and has experience in providing advice and counseling with regards to Title IX compliance and investigations.



Susan Spradley – Team Member: Susan is a shareholder and serves as chair of the firm's labor and employment law practice group. She focuses her practice in all aspects of management employment law, including litigation, general advice, and training. Susan's practice encompasses representing employers in federal and state courts as well as hearings before state and local agencies. Susan represents private and public sector employers in employment law matters regarding discrimination (gender, race, national origin, religion and age), all forms of retaliation, the Fair Labor Standard Act, unemployment compensation, the Americans with Disabilities Act, the Family and Medical Leave Act, the National Labor Relations Act and other employment related laws, including wage garnishments.



Kevin M. Sullivan – Team Member: Kevin is an associate in GrayRobinson's Tampa office. He focuses his practice on labor and employment law along with premises liability, products liability, and commercial litigation matters, representing public entities and private professional and retail concerns.

FIRM OVERVIEW

GrayRobinson is a full-service law and lobbying firm with attorneys and government relations professionals throughout 15 offices spanning the State of Florida and Washington, DC. Our attorneys, consultants, and regulatory professionals provide legal and government affairs services to our clients throughout Florida, our nation's capital, across the country, and all over the world. We offer not only an extensive range of services but also depth and proficiency in each one.

We are at the forefront of emerging legal and legislative issues, work expeditiously on behalf of our clients, and respond quickly to their needs. We help our clients accomplish their objectives and conduct post-matter reviews to determine if those objectives were met. We maintain constant awareness of changes within and affecting our clients' industries and issue timely electronic updates (E-lets) advising of changing regulations and policy, including how changes might affect our clients' companies, industries, or municipalities. We have created a firm that serves our clients and our communities while counting creativity as a hallmark characteristic and insisting on ingenuity and innovation.

GrayRobinson's mission is to apply our legal, lobbying, and regulatory backgrounds and skills in ways that enable our clients to define and achieve their goals while supporting our communities as a matter of mission as well as passion. We do this while honoring and continuing an established tradition of serving our clients and communities through the cultivation of relationships based upon respect, loyalty, and integrity.

PRACTICE & INDUSTRY GROUPS

GrayRobinson provides legal and lobbying services to Fortune 500 companies, emerging businesses, lending institutions, local and state governments, developers, entrepreneurs, individuals, hospitals and other health care organizations, regulated products clients, resorts, and hotels.

- | | | |
|-------------------------------------|--------------------------------------|--|
| ▪ Administrative & Regulatory | ▪ Data Privacy & Security | ▪ Higher Education |
| ▪ Admiralty & Maritime Law | ▪ Education | ▪ Hospitality |
| ▪ Affordable Care Act | ▪ Elder Law | ▪ Immigration |
| ▪ Alcohol Beverage | ▪ Election Law | ▪ Insurance Defense |
| ▪ Alternative Dispute Resolution | ▪ Eminent Domain & Condemnation | ▪ Insurance Transactional & Regulatory |
| ▪ Antitrust & Trade Regulation | ▪ Employment & Labor | ▪ Intellectual Property & Technology |
| ▪ Appellate | ▪ Entertainment & Sports | ▪ International |
| ▪ Attorney General Defense | ▪ Environmental & Sustainability Law | ▪ Land Use Law |
| ▪ Aviation and Drone Law | ▪ ERISA & Employee Benefits | ▪ Latin America Capital Flight |
| ▪ Banking & Finance | ▪ ESOPs | ▪ Litigation |
| ▪ Bankruptcy & Creditors' Rights | ▪ Estate Planning | ▪ Managed Care |
| ▪ Business Contingency Litigation | ▪ Exempt Organizations | ▪ Media & First Amendment Law |
| ▪ Cannabis Industry | ▪ Family Law | ▪ Medicaid Planning |
| ▪ Class Action Defense | ▪ Food Law | ▪ Medical Malpractice Defense |
| ▪ Communications, Broadband & | ▪ Franchising & Licensing | ▪ Mergers & Acquisitions |
| ▪ New Media Law | ▪ Government | ▪ OSHA |
| ▪ Construction | ▪ Government Affairs & Lobbying | ▪ Patent |
| ▪ Corporate | ▪ Guardianship | ▪ Personal Injury |
| ▪ Criminal & White Collar Defense | ▪ Health Care | ▪ Petroleum |
| ▪ Customs & International Trade Law | ▪ Health Information Technology | |

- Probate
- Product Liability & Toxic Tort
- Professional Liability Defense
- Public Finance
- Real Estate
- Religious Organizations
- Residential, Resort & Club
- Restaurant
- Securities
- Securities Litigation, Arbitration & Regulatory Practice
- Senior Housing
- Special Needs Law and Advocacy
- Subrogation
- Taxation
- Technology Transactions
- Tobacco
- Trade Secret, Noncompete and Unfair Competition
- Trademark
- Transportation
- Trusts
- Utilities
- Venture Capital
- Wealth Transfer

LOCATIONS

GrayRobinson services clients throughout the State of Florida, our nation's capital, across the country, and all over the world from our offices in Boca Raton, Fort Lauderdale, Fort Myers, Gainesville, Jacksonville, Key West, Lakeland, Melbourne, Miami, Naples, Orlando, Tallahassee, Tampa, Washington, DC, and West Palm Beach.

LOCATIONS

Boca Raton
Mizner Park Office Tower
225 N.E. Mizner Blvd.
Suite 500
Boca Raton, FL 33432
Phone: 561-368-3808

Fort Lauderdale
401 E. Las Olas Blvd.
Suite 1000
Fort Lauderdale, FL 33301
Phone: 954-761-8111

Fort Myers
1404 Dean St.
Suite 300
Fort Myers, FL 33901
Phone: 239-340-7979

Gainesville
720 SW 2nd Ave.
Suite 106
Gainesville, FL 32601
Phone: 352-376-6400

Jacksonville
50 N. Laura St.
Suite 1100
Jacksonville, FL 32202
Phone: 904-598-9929

Key West
221 Simonton St.
Key West, FL 33040
Phone: 305-294-0252

Lakeland
One Lake Morton Drive
Lakeland, FL 33801
Phone: 863-284-2200

Melbourne
1795 W. NASA Blvd.
Melbourne, FL 32901
Phone: 321-727-8100

Miami
333 S.E. 2nd Ave.
Suite 3200
Miami, FL 33131
Phone: 305-416-6880

Naples
3838 Tamiami Trail N.
Suite 410
Naples, FL 34103
Phone: 239-598-3601

Orlando
301 E. Pine St.
Suite 1400
Orlando, FL 32801
Phone: 407-843-8880

Tallahassee
301 South Bronough St.
Suite 600
Tallahassee, FL 32301
Phone: 850-577-9090

Tampa
401 E. Jackson St.
Suite 2700
Tampa, FL 33602
Phone: 813-273-5000

Washington, DC
99 M St. SE
Suite 725
Washington, DC 20003
Phone: 202-546-1761

West Palm Beach
515 N. Flagler Dr.
Suite 1425
West Palm Beach, FL 33401
Phone: 561-268-5727

A map of Florida and Washington, DC, with red location pins indicating office locations. The word 'FLORIDA' is written in blue across the state, and 'WASHINGTON, DC' is written in blue above the map. The pins are located in Boca Raton, Fort Lauderdale, Fort Myers, Gainesville, Jacksonville, Key West, Lakeland, Melbourne, Miami, Naples, Orlando, Tallahassee, Tampa, Washington, DC, and West Palm Beach.

FIRM HISTORY

We have forged our own path, and remain committed to keeping small-firm qualities while providing our clients with the extensive resources found at larger firms. GrayRobinson's strength is built upon the collective histories of our offices across the State of Florida and Washington, DC, and our roots run deep in each community we serve.

August 1970

Charles Gray, Richard Adams, Gordon Harris, and Richard Robinson join their practices to become Gray, Adams, Harris & Robinson P.A.

January 1990

The Firm expands its presence on Florida's Space Coast by merging with Kirschenbaum and Peeples, an established Brevard County firm.

January 1996

GrayRobinson merges with the Melbourne firm of Nohrr & Nohrr. A few months later, the Firm moves its Brevard County headquarters to Melbourne.

February 1996

The Firm continues its statewide expansion, establishing an office in Tallahassee to create a permanent presence in Florida's capital and further expand the Firm's state governmental practice.

September 2000

The Firm expands into the Tampa market, merging with Shackleford, Farrior, Stallings & Evans, a firm with nearly a century of history in Tampa. The merger solidifies GrayRobinson's presence along the "Interstate 4 Corridor" - a magnet for a number of new companies and industries.

January 2001

GrayRobinson merges with Lane, Trohn, Bertrand & Vreeland. Formed in 1926, it is one of the largest firms in Lakeland.

December 2003

GrayRobinson establishes its Key West office to serve our neighbors in the southernmost point in the continental United States.

August 2004

GrayRobinson opens its office in Naples to service a growing economy in Southwest Florida, providing services to existing and new clients in the practice areas of health care, land use, and state and local government law.

November 2004

GrayRobinson opens its third new office in 12 months in the Bank of America Tower in downtown Jacksonville. To meet the growing demands of the Jacksonville market, the office originally serviced clients in the areas of commercial and civil litigation, employment law, bankruptcy, and financial restructuring.

June 2005

The Firm opens its 10th office to serve the dynamic marketplace of Fort Lauderdale, planting GrayRobinson in the heart of South Florida's growth.

We have forged our own path,
creating a firm that best serves
our clients and our
communities.



June 2005

The Firm adds a national alcohol beverage and food law practice led by Richard Blau. This addition expands GrayRobinson's capabilities, providing the guidance and resources needed to navigate all tiers and levels of the alcohol beverage and food law industry nationally and internationally.

October 2007

As a clear next step to grow the firm, GrayRobinson continues its strategic expansion across Florida with the opening of its Miami office. The Miami market expansion allows the Firm to respond to clients' needs as well as market trends throughout the state and internationally.

January 2013

GrayRobinson opens its Gainesville office in newly renovated space in the Ayers Technology Plaza in UF's Innovation Square. The move strengthens the Firm's Central Florida presence and intellectual property services provided to tech companies.

April 2013

The Firm strengthens its position in South Florida by officially opening the doors to a new GrayRobinson office in Boca Raton.

September 2015

The Firm expands across South Florida with the opening of its Fort Myers office to better serve a growing number of clients in one of Florida's fastest-growing and innovative cities.

May 2016

Dean Cannon's lobbying firm Capitol Insight joins GrayRobinson's Tallahassee office, creating an unmatched network of professional relationships, lobbying proficiency, and legal background in Florida's capital.

January 2018

GrayRobinson opens its West Palm Beach office as a direct result of clients' increasing legal needs in the South Florida market, with three prominent litigators from Richman Greer. The new GrayRobinson shareholders include a former Florida Bar president, a recent past president of the Florida Association for Women Lawyers, and a member of The Florida Bar Board of Governors.

February 2019

Washington, DC based lobbying firm, Eris Group, LLC joins GrayRobinson. The combination benefits both firms and their clients; integrating strong federal lobbying experience and helping clients succeed at the intersection of law and politics. Opening the Washington, DC office extends GrayRobinson's capabilities beyond Florida, and expands its capacity to serve clients with federal lobbying needs.

April 2019

GrayRobinson and Thompson, Sizemore, Gonzalez & Hearing (TSG&H) announce a strategic alliance to augment GrayRobinson's employment and labor practice and provide TSG&H with additional resources and administrative support for continued growth. TSG&H brings nine attorneys with a statewide reputation for labor and employment representation in the public and private sectors, to GrayRobinson's Tampa office.



Describe the general legal and labor experience of the attorney/firm.

LABOR LAW

GrayRobinson employment lawyers include nationally known traditional labor lawyers who have considerable experience in litigating complex labor laws, including the Florida Public Employees Relations Act, the National Labor Relations Act, and the Railway Labor Act. The firm has represented Florida public sector employers at the city, county, constitutional officers, school district, community colleges, state universities, authority and special district levels. The labor practice includes:

- Advising employers in union avoidance in order to maintain a union-free workforce
- Union elections conducted by the government
- Collective bargaining and impasse resolution
- Arbitration
- Unfair labor practice litigation

EMPLOYMENT LAW

Our employment lawyers have extensive employment law and litigation experience, and advise clients in all areas of state and federal law, including:

- Age Discrimination in Employment Act
- Americans with Disabilities Act
- Constitutional rights, including First Amendment and Due Process claims by public employees
- Fair Credit Reporting Act
- Fair Labor Standards Act (wage and hour matters)
- Family and Medical Leave Act
- Immigration and I-9 Compliance
- Public sector whistleblower litigation
- Title VII and Florida Civil Rights Act (discrimination and retaliation)
- Tort Claims
- Uniformed Services Employment and Reemployment Rights Act

Additionally, our employment attorneys offer a variety of representation and services related to employment related laws and regulations. GrayRobinson:

- Represents employers in reemployment assistance benefits (unemployment) claims and the appeal process before the agency and in state courts.
- Has considerable experience in both drafting and counseling clients about policies, handbooks, and employment contracts.
- Conducts HR audits and training for its clients.
- Advises on and conducts investigations of employee complaints.

Describe the proposed lead Labor Attorney's board certification in labor and employment law and minimum of five years' experience in the field of municipal labor law with particular experience in labor negotiations, employment litigation, union grievances, PERC proceedings and pension law.

Co-Lead attorney Sacha Dyson is board certified by The Florida Bar in labor and employment law. She has 19 years of experience in the field of municipal labor law with particular experience in labor negotiations, employment litigation, union grievances and labor arbitration, PERC proceedings, and pension law.

Co-Lead attorney Stephanie Marchman has 14 years of experience in the field of municipal labor law with particular experience in labor negotiations (including impasse resolution proceedings), employment litigation, union grievances and labor arbitration, PERC proceedings, and pension law.

Provide experience working specifically with cities, city councils/commissions and labor issues that affect Florida cities. Please identify current municipal clients.

Throughout its history, GrayRobinson's consistent and exceptional representation of public sector clients has served as the bedrock of its business model. The firm developed this model when our founder, Charlie Gray, served as the Orange County Attorney during the 70s and 80s. Since that time, GrayRobinson attorneys have represented governments, businesses, and individuals in thousands of federal, state, and local matters. The list below outlines a sample of public entity clients that are currently or recently represented by GrayRobinson attorneys and/or consultants.

- | | | |
|---|--|---|
| ▪ Alachua County | ▪ Brevard County Clerk's Office | ▪ Citrus County School Board |
| ▪ American College of Physician Executives | ▪ Broward County School Board | ▪ Citrus County Schools |
| ▪ Baker County Property Appraiser | ▪ Broward County Sheriff's Office | ▪ City of Alachua |
| ▪ Barefoot Bay Recreation District | ▪ Canaveral Port Authority | ▪ City of Apopka |
| ▪ Bay County | ▪ Central Florida Regional Transportation Authority (LYNX) | ▪ City of Arcadia |
| ▪ Bay County School Board | ▪ Charlotte County | ▪ City of Avon Park |
| ▪ Bay County Tax Collector | ▪ Charlotte County Property Appraiser | ▪ City of Belleair Beach |
| ▪ Bay Medical Center | ▪ Charlotte County School Board | ▪ City of Belleair Bluffs |
| ▪ Board of Trustees of Plant City | ▪ Charlotte County Tax Collector | ▪ City of Boynton Beach |
| ▪ Board of Trustees of the City of St. Pete Beach | ▪ Citrus County | ▪ City of Bradenton |
| ▪ Bradford County District School Board | ▪ Citrus County Property Appraiser | ▪ City of Bradenton Police Officers Retirement Plan |
| ▪ Bradford County Tax Collector | | ▪ City of Brooksville |
| ▪ Brevard County Contractor Licensing Board | | ▪ City of Bunnell |
| | | ▪ City of Cape Coral |
| | | ▪ City of Clearwater |
| | | ▪ City of Clermont |
| | | ▪ City of Coconut Creek |
| | | ▪ City of Coral Gables |

- City of Dade City
- City of Davenport
- City of Deerfield Beach
- City of Deland
- City of Doral
- City of Dunedin
- City of Eustis
- City of Everglades City
- City of Ft Meade
- City of Ft Myers
- City of Gainesville
- City of Groveland
- City of Gulfport
- City of Hialeah
- City of Hollywood
- City of Holly Hill
- City of Holmes Beach
- City of Indian Rocks Beach
- City of Key West
- City of Kissimmee
- City of Labelle
- City of Lake Wales
- City of Lake Worth
- City of Lakeland
- City of Lakeland Pension Board
- City of Largo
- City of Largo Police Department
- City of Longwood
- City of Macclenny
- City of Madeira Beach
- City of Melbourne
- City of Miami
- City of Milton
- City of Minneola
- City of Miramar
- City of Naples
- City of Neptune Beach
- City of New Port Richey
- City of North Miami
- City of North Miami Beach
- City of North Port
- City of North Port Police Officers' Pension - Local Option Trust Fund
- City of Ocoee
- City of Oldsmar
- City of Orlando
- City of Oviedo
- City of Oviedo Police Officers Pension Board
- City of Palm Bay
- City of Panama City
- City of Pembroke Pines
- City of Pinellas Park
- City of Plant City
- City of Pompano Beach
- City of Port Richey
- City of Port St. Lucie
- City of Safety Harbor
- City of Sarasota
- City of Seminole
- City of South Pasadena
- City of St. Cloud
- City of St. Pete Beach
- City of St. Petersburg
- City of Tampa
- City of Tarpon Springs
- City of Temple Terrace
- City of Treasure Island
- City of Valparaiso
- City of Wauchula
- City of West Palm Beach
- City of Winter Garden
- City of Winter Haven
- City of Winter Park
- City of Zephyrhills
- Clearwater Cay Community Development District
- Clerk of Circuit Court, Hillsborough Collier County
- Collier County School Board
- Desoto County School Board
- Desoto County Sheriff's Office
- East Lake Tarpon Fire Control
- Eastern Florida State College
- Emerald Coast Utilities Authority
- Escambia County School Board
- Escambia County Tax Collector
- First Florida Governmental Financing Commission
- Flagler College
- Flagler County
- Flagler County Property Appraiser
- Florida Agricultural and Mechanical University (FAMU)
- Florida College
- Florida College System Risk Management
- Florida Department of Corrections

- Florida Department of Financial Services, Division of Risk Management
- Florida Department of State
- Florida Gulf Coast University
- Florida Hospital College of Health Science
- Florida House of Representatives
- Florida Insurance Guaranty Association
- Florida Keys Aqueduct Authority
- Florida Keys Mosquito Control District
- Florida League of Cities
- Florida Lottery
- Florida Prepaid College Foundation, Inc.
- Florida Rural Legal
- Florida Southwestern State College
- Florida State College at Jacksonville
- Florida State Fair Authority
- Florida State University
- Florida State University Research Foundation, Inc.
- Gainesville Housing Authority
- Gilchrist County School Board
- Glades County School District
- Gulf County
- Hallandale Beach Community Redevelopment Agency
- Hardee County School District
- Hendry County
- Hendry County School District
- Hernando County
- Hernando County School Board
- Hernando County Clerk of Court
- Hideaway Beach District
- Highlands County Board of County Commissioners
- Highlands County School Board
- Highlands County Tax Collector
- Hillsborough Area Regional Transit (HART)
- Hillsborough Community College
- Hillsborough County
- Hillsborough County Attorney's Office
- Hillsborough County Aviation Authority
- Hillsborough County Property Appraiser
- Hillsborough County Public Defender's Office
- Hillsborough County School Board
- Hillsborough County Sheriff's Office
- Indian River County School Board
- Indian River State College
- Islamorada Village of Islands
- Jackson County Property Appraiser
- Jacksonville Legal Aid
- Jefferson County Clerk of Court
- Key West Housing Authority
- Lafayette County School Board
- Lake County
- Lakeland Downtown Development Authority
- Lee County
- Lee County Board of County Commissioners
- Lee County Port Authority
- Lee County School Board
- Leon County
- Leon County Board of County Commissioners
- Levy County School Board
- Madison County Property Appraiser
- Manatee Community College
- Manatee County
- Manatee County Property Appraiser
- Manatee County School Board
- Manatee County School District
- Marion County
- Marion County School Board
- Martin County School Board

- Melbourne Airport Authority
- Miami Community Redevelopment Agency
- Miami-Dade County Public Schools
- Monroe County
- Monroe County Clerk of Court
- Monroe County Property Appraiser
- Monroe County Tax Collector
- Munroe Regional Health System
- Naranja Lakes Cmty. Redevelopment Agency
- North Brevard County Hospital District d/b/a Parrish Medical Center
- North Broward Hospital District d/b/a Broward Health
- North Miami Beach Community Redevelopment Agency
- North Miami Community Redevelopment Agency
- North Naples Fire Control District
- Okeechobee County Clerk's Office
- Orange County
- Orange County Clerk of Courts
- Orange County Library District
- Orange County Property Appraiser
- Orange County Public Schools
- Orange County Sheriff
- Osceola County School Board
- Osceola County Tax Collector
- Palm Bay Utilities
- Palm Beach County School District
- Palm Beach State College
- Palm Harbor Fire Control
- Pasco County
- Pasco County Medical Center
- Pasco County Property Appraiser
- Pasco County School Board
- Pinellas Classroom Teachers Association
- Pinellas County Housing Authority
- Pinellas County School Board
- Pinellas County Sheriff's Office
- Pinellas County Teachers Credit Union
- Pinellas Suncoast Transit Authority (PSTA)
- Polk County
- Polk County School Board
- Polk County Tax Collector
- Port Tampa Bay
- Putnam County Property Appraiser
- Ringling College of Art and Design
- Sarasota Manatee Airport Authority
- Sarasota Memorial Hospital
- Sebastian Inlet District
- Secretary of State for Foreign & Commonwealth Affairs
- Seminole County Property Appraiser
- Seminole County Public Schools
- Seminole State College of Florida
- South Bay Community Development District
- South Broward Hospital District d/b/a Memorial Health System
- Southwest Florida Water Management District
- St. Johns County Property Appraiser
- St. Lucie County
- St. Lucie County Clerk of Court
- St. Lucie County Property Appraiser
- St. Lucie County Tax Collector
- St. Petersburg College
- St. Petersburg Municipal Employees Credit Union
- State of Florida
- Sumter County School Board
- Tampa Bay Water
- Tampa Sports Authority
- Taylor County Property Appraiser

- Taylor County Supervisor of Elections
- Taylor County Tax Collector
- The Villages
- Tohopekaliga Water Authority
- Town of Atlantis
- Town of Belleair
- Town of Howey-in-the-Hills
- Town of Indian Shores
- Town of Kenneth City
- Town of Lady Lake
- Town of Lantana
- Town of Longboat Key
- Town of Manalapan
- Town of Medley
- Town of Melbourne Beach
- Town of Montverde
- Town of Palm Beach
- Town of Redington Beach
- Town of Redington Shores
- Town of South Palm Beach
- Town of Surfside
- Town of Windermere
- United States Probation Office
- University of Central Florida
- University of Florida
- University of Florida Board of Trustees
- University of North Florida
- University of South Florida
- University of South Florida Research Foundation
- University of Tampa
- Valencia College
- Village of Palm Springs
- Volusia County School District
- Volusia Growth Management Commission (VGMC)
- Walton County
- Walton County Clerk of Court
- West Manatee Fire

The firm should have adequate office space, staff, equipment, and resource materials that are readily available.

GrayRobinson has 14 fully equipped office spaces across the state of Florida, including an office nearby in Jacksonville, and one in Washington, DC, with over 600 employees and 250 attorneys and consultants. The City will have access to all of GrayRobinson's staff, equipment, and resource materials.

The attorney/firm will carry and provide evidence of a professional liability insurance policy of not less than \$500,000 per occurrence and \$1,000,000 per aggregate coverage. The firm must also carry and provide evidence of a general liability policy of not less than \$1,000,000. If allowed by the insurer, the firm will name the City as an additional insured under the general liability insurance policy.

GrayRobinson carries and provides evidence of a professional liability insurance policy of not less than \$500,000 per occurrence and \$1,000,000 per aggregate coverage. GrayRobinson also carries and provides evidence of a general liability policy of not less than \$1,000,000. If allowed by the insurer, GrayRobinson also agrees to name the City as an additional insured under the general liability insurance policy.

References

Provide three municipal references for the Lead Attorney.

Sacha Dyson **Co-Lead Attorney**

LEE COUNTY

Richard Wesch, Esq., County Attorney

rwesch@leegov.com

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LEE COUNTY PORT AUTHORITY

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(239) 590-4701

TOWN OF INDIAN SHORES

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Indian Shores FL 33785

(727) 595-4020 ext 202

Richard H. Swan, Police Chief

rswann@myindianshores.com

727-595-5414

Stephanie Marchman **Co-Lead Attorney**

ALACHUA COUNTY

Michele Lieberman, County Manager

mlieberman@alachuacounty.us

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Gainesville, FL 32601

352-374-5204

CITY OF GAINESVILLE

Nicole Shalley, City Attorney

shalleynm@cityofgainesville.org

Office of the City Attorney

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Gainesville, FL 32627-0490

352-334-5011

CITY OF MACCLENNY

Phil Rhoden, City Manager

citymanager@cityofmacclenny.com

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(904) 259-626

TAB B: PROPOSED ATTORNEY/FIRM

Resumes

Sacha Dyson

Shareholder
sacha.dyson@gray-robinson.com

401 East Jackson Street
Suite 2700
Tampa, Florida 33602
Phone: 813-273-5000
Fax: 813-273-5145
Direct: 813-273-5088



Experience

Sacha, a shareholder in the firm's Tampa office, is board certified in Labor and Employment Law by The Florida Bar. She represents businesses, governmental entities, and education institutions in labor, employment, education, housing and other civil rights disputes. She is the legal education chair of the Executive Council of the Labor and Employment Section of The Florida Bar as well as a member of the Labor and Employment Law Certification Committee and Clients' Security Fund Committee of The Florida Bar. Sacha is an experienced litigator who has represented clients in jury trials, labor arbitrations, and administrative hearings as well as served as the chief negotiator for management in collective bargaining negotiations with unions.

Prior to joining GrayRobinson, Sacha served as a law clerk to United States Magistrate Judge Howard T. Snyder for two years as well as a law clerk for two years to then United States Magistrate Judge Marcia Morales Howard. After Judge Howard was confirmed as a United States District Judge in 2007, Sacha returned to serve as her law clerk for eighteen months. Additionally, Sacha also practiced for 12 years at the top labor and employment boutique in Tampa, Florida.

Areas of Practice

- Labor & Employment
- Education
- Litigation
- Media & First Amendment Law
- Religious Organizations
- Trade Secret, Noncompete and Unfair Competition
- COVID-19 Task Force
- Higher Education

Education

- **Rochester Institute of Technology, B.A. (*with honors*, 1998)**
 - Alpha Sigma Lambda Honorary Fraternity
- **Stetson University College of Law, J.D. (*cum laude*, 2001)**
 - Graduated in the top ten percent of the class
 - *Stetson Law Review*
 - Executive Editor, 2000-2001
 - Writing Award, Best *Law Review* Competition Paper
 - Outstanding Editor Award
 - Teaching Fellow, Legal Writing Clinic
 - Intern to the Honorable Elizabeth A. Kovachevich, United States District Judge
 - Award, Best Written Criticism of a Decision of the United States Supreme Court
 - Highest Grade Awards: Federal Courts & Section 1983 Litigation; Wills, Trusts & Estates; Federal Income Tax I; and Real Property I
 - Chesterfield Smith Endowed Scholarship

Admissions

- Florida
- U.S. District Court, Northern District of Florida
- U.S. District Court, Middle District of Florida
- U.S. District Court, Southern District of Florida
- U.S. Court of Appeals, Eleventh Circuit

Professional Associations & Memberships

- The Florida Bar
 - Board Certified in Labor and Employment Law, 2015-present
 - Executive Council, Labor & Employment Section
 - Secretary/Treasurer, 2020-2021
 - Legal Education Director, 2019-2020
 - Member
 - Co-Chair, Voluntary/Local Bar Liaison Committee, 2014-2016
 - Co-Chair, Membership Outreach Committee, 2016-2019
 - Certification Committee for Labor and Employment Law
 - Member
 - Clients' Security Fund Committee
 - Member
 - Constitutional Judiciary Committee
 - Member, 2012-2018

- Vice-Chair, 2015-2018
- o City, County, and Local Government Law Section
 - Member
- The Federalist Society, Tampa Chapter
- Hillsborough County Bar Association
 - o Law Week Committee
 - Member, 2005-present
 - Chair of Law Week Mock Trials, 2013-present
 - o Community Services Committee
 - Co-Chair, 2015-2017
- Federal Bar Association
 - o Member, Tampa Chapter, 2009-present
 - o Member, Civics Subcommittee, Community Service and Outreach Committee, 2017-present
 - o Member, Newsletter Awards Committee, 2017-present
- Tampa Bay Inn of Court
 - o Member, 2011-2018
- Propeller Club
 - o Member, 2012-present

Awards & Recognitions

- *Best Lawyers in America*, Labor Law - Management, 2021
- *Florida Trend*, Legal Elite, 2019-2020
 - o Up and Comer, 2014
- Florida's *Super Lawyers*, 2011-2020
 - o Rising Stars, Labor and Employment Law, 2011-2012
 - o Labor and Employment Law, 2013-2018
- Tampa Bay Inn of Court
 - o Best Pupilage Presentation, 2013-2014

Civic

- St. John's Episcopal Parish Day School
 - o Board of Trustees, Vice-Chair
- Pro Se Assistance Subcommittee of the Bench and Bar Fund, United States District Court, Middle District of Florida
- Lecturer, Osher Lifelong Learning Institute, University of South Florida
 - o Benchmarks: Raising the Bar for Civics Education
- Volunteer Judge, National Pre-trial Practice Competition, Stetson University College of Law
- Alpha House of Tampa

- Special Events Committee, 2013-2015
- Tampa Connection, 2012

Articles & Publications

- “*Just Say No: Eleventh Circuit Holds Substitute Teachers Can Be Subject to Suspicionless Drug Testing,*” *The Checkoff*, The Florida Bar Labor & Employment Section, April 2019
- Co-Author, “*For Whom the Clock Tolls: The Supreme Court Holds Supplemental Jurisdiction Suspends State Statute of Limitations,*” *The Checkoff*, The Florida Bar Labor & Employment Section, June 2018
- Co-Author, “*The Seventh Circuit Holds that the ADA Is Not a Medical-Leave Entitlement Statute,*” *The Checkoff*, The Florida Bar Labor & Employment Section, March 2018
- Co-author, “*Middle District of Florida Overhauls Pro Se Resources and Increases Access to the Courts,*” 11th Circuit Historical News, Summer 2015
- “*Practicing to Deceive: Using the Doctrine of Judicial Estoppel to Untangle the Web in Employment Cases, Part II,*” *The Florida Bar Journal*, July/August 2015
- “*Practicing to Deceive: Using the Doctrine of Judicial Estoppel to Untangle the Web in Employment Cases, Part I,*” *The Florida Bar Journal*, June 2015
- “*Reading Between the Lines of Lane v. Franks: Is the Court Signaling a Willingness to Recede from Garcetti?*” *The Checkoff*, The Florida Bar Labor & Employment Section, September 2014
- “*Adventures in Babysitting: The Supreme Court Extends Sarbanes-Oxley Protection to Certain Household Employees and Employees of Contractors,*” *The Checkoff*, The Florida Bar Labor & Employment Section, May 2014
- Contributing Author, Chapter 5, *The Family and Medical Leave Act, 2016 Cumulative Supplement*, ABA Labor and Employment Law Section
- Contributing Author, ABA Midwinter Meeting Report for Subcommittee on the Fair Labor Standards Act
 - 2013, 2014, 2015, 2017
- Contributing Author, ABA Midwinter Meeting Report for Subcommittee on the Family and Medical Leave Act
 - 2013, 2014, 2015, 2016
- “*Case Notes, District Courts,*” *The Checkoff*, The Florida Bar Labor & Employment Section, December 2013
- Co-author, “*My Sandbox or Yours? Enforcement of Forum-Selection Clauses in Employment Agreements,*” *The Federal Lawyer*, November/December 2011
- “*Eleventh Circuit Updates,*” The Federal Bar Association, Labor and Employment Law Section, April & June 2011

Presentations & Seminars

- “*Equal Employment Opportunity Commission/Florida Commission on Human Relations Update,*” 46th Annual Public Employment Labor Relations Forum, October 23, 2020
- “*Citizenship, Constitution & Courts: 2020 Constitution Day and Citizenship Day,*” Federalist Society and Bill of Rights Institute, September 17, 2020
- “*Has Man’s Best Friend Gone to Work? Addressing the Challenges of Service Animals in the Workplace,*” 2020 HR Florida Conference & Expo, September 2, 2020
- “*Best Practices in Dealing with the Florida Whistle-blower Act,*” Florida Public Human Resources Association, 1st Annual Education Series, August 19, 2020

- "Deeper Dive into FFCRA – New Laws – New Normal," Baldwin Krystyn Sherman Partners, April 3, 2020
- "Families First Coronavirus Act: What You Need to Know Now," Florida Public Employer Labor Relations Association Webinar, March 31, 2020
- "Is Florida's Workplace Still Drug-Free or Are Things Getting Hazy?" 46th Annual Florida Public Employer Labor Relations Association (FPELRA) Conference, February 12, 2020
- "Is Florida's Workplace Still Drug-Free? Discussion of the Impact of Medical Marijuana on Drug-Free Workplace Policies," 45th Annual Florida Public Employment Labor Relations Forum, The Florida Bar City, County, And Local Government Law and the Labor & Employment Law Sections, October 18, 2019
- "Top 10 Reasons Why Shelters Are Sued by Their Employees," Eight Annual Shelter Law Symposium, The American Bar Association Tort Trial and Insurance Practice Section, October 9, 2019
- Speaker, Service Animals in the Workplace, Public Risk Management Association, July 16, 2019
- Presenter, #MeToo and #TimesUp Movements, 83rd Annual Conference of the Florida Public Human Resources Association (FPHRA), July 2019
- Co-Presenter, "Service Animals in the Workplace," Advanced Labor Topics, The Florida Bar Labor and Employment Section, April 2019
- "Reefer Madness: Medical Marijuana and the Public Workplace," 45th Annual Training Conference, Florida Public Employer Labor Relations Association, February 2019
- Unreasonable Search or Sound Management Decision? Exploring the Limits of Privacy Rights in the Public Workplace," Human Capital Leadership Summit, American Association of School Personnel Administrators, December 2018
- "Alcohol and Drugs in the Workplace," 44th Annual Public Employment Labor Relations Forum, The Florida Bar Labor and Employment Section, October 2018
- "Employment Law Update: Harassment Claims," 2018 Annual FAPA Legal Update Seminar, Florida Association of Police Attorneys, October 2018
- "PTSD and First Responders," 82nd Annual Conference, Florida Public Human Resources Association, July 2018
- "Florida Whistle-blower a/k/a The Law of Unintended Consequences," 2018 Continuing Legal Education Program, Florida Association of County Attorneys, June 2018
- "Recent Developments in Restrictive Covenants & Trade Secrets," Advanced Labor Topics, The Florida Bar Labor and Employment Section, June 2018
- Table Facilitator, "Florida Roundtable," Eleventh Circuit Judicial Conference, May 2018
- "Service Animals – Dos and Don'ts Under the Americans with Disabilities Act," Webcast, The Florida Bar Labor and Employment Section, February 2018
- "Has Man's Best Friend Gone to Work? Addressing the Challenges of Service Animals in the Workplace," See Spot! See Spot Go! Navigating the Maze of Animal Law in Living, Learning, and Earning Environments, The Florida Bar Animal Law Section, February 2018
- "Update on Whistle-blower Statutes and Retaliation Claims," 18th Labor and Employment Law Annual Update and Certification Review, The Florida Bar Labor and Employment Section, January 2018
- "Harassment in the Workplace," Suncoast Chapter, Association of Legal Administrators, November 2017
- "Reefer Madness: Medical Marijuana and the Public Workplace," General Meeting, Florida Educational Negotiators, October 2017

- “Reefer Madness: Medical Marijuana and the Public Workplace,” 43rd Annual Public Employment Labor Relations Forum, The Florida Bar Labor and Employment Section, October 2017
- “Conquering the FMLA: Top 5 Secrets and Strategies for Handling FMLA Issues,” 2017 HR Florida Conference & Expo, August 2017
- Program Co-Chair, “Effectively Litigating Employment Law Cases from Inception to Trial,” The Florida Bar Labor and Employment Section, August 2017
- “Fitness for Duty and Mental Health,” 81st Annual Conference, Florida Public Human Resources Association, August 2017
- “Privacy Rights in the Public Workplace,” Pre-Conference, 81st Annual Conference, Florida Public Human Resources Association, July 2017
- “Constitutional Revision Commission,” Trinity Democratic Club, July 2017
- “How Much Privacy Do We Have Left? An Update on the Fourth Amendment in the Electronic Age,” 40th Annual Local Government in Florida, May 2017
- “Diversity and the Law: How Employers Can Lawfully Structure Employment Diversity Initiatives,” HR Committee, Florida Association of Zoos & Aquariums, April 2017
- “When Does Eccentric Become Dangerous? Using Fitness-for-Duty Exams to Address Mental Illness in the Workplace,” Greater Pensacola Society for Human Resource Management, April 2017
- Co-Presenter, “Judicial Estoppel: Its Development, Current Status, and How the Eleventh Circuit’s Forthcoming Opinion in *Slater* Might Portend the End of Its Rigidity,” Annual Symposium on Bankruptcy Law, *Emory Bankruptcy Developments Journal*, February 2017
- “Has Man’s Best Friend Gone to Work? Addressing the Challenges of Service Animals in the Workplace,” 2016 HR Florida Conference & Expo, August 2016
- “Crying Foul or Preemptive Strike? Managing Whistleblowers in the Public Sector,” 80th Annual Conference, Florida Public Human Resources Association, July 2016
- Co-Presenter, “Benchmarks and Constitutional Revision Commission,” Conference of County Court Judges of Florida, July 2016
- “When Does Eccentric Become Dangerous? Using Fitness-for-Duty Exams to Address Mental Illness in the Workplace,” Lake Sumter Society for Human Resources, April 2016
- “When Does Eccentric Become Dangerous? Using Fitness-for-Duty Exams to Address Mental Illness in the Workplace,” Ocala Human Resource Management Association, April 2016
- Unreasonable Search or Sound Management Decision? Exploring the Limits of Privacy Rights in the Public Workplace,” 41st Annual Public Employment Labor Relations Forum, The Florida Bar Labor and Employment Section, October 2015
- “When Does Eccentric Become Dangerous? Using Fitness-for-Duty Exams to Address Mental Illness in the Workplace,” 2015 HR Florida Conference & Expo, September 2015
- “Exploitation or Valuable Experiential Learning Opportunity? Creating Compliant Student Internships,” Audiosolutionz Webinar, September 2015
- “Accommodating Pregnant Employees after *Young v. UPS*: The Birth of a New Standard,” Pre-Conference, 79th Annual Conference, Florida Public Human Resources Association, August 2015

- Program Co-Chair, “Don’t Crash on the Information Highway: What Every Law Firm Needs to Know About the Impact of Technology on Employment Law Issues,” The Florida Bar Annual Convention, Presidential Showcase, June 2015
- “Internships After Black Swan: Creating Compliant Internship Programs,” Corporate Counsel Section, Hillsborough County Bar Association, October 2014
- “Internships After Black Swan: What HR Should Know to Support Program Compliance,” 2014 HR Florida Conference & Expo, October 2014
- Co-Presenter, “Workplace Safety in an Insecure World: Strategies for Dealing with Volatile Clients in the Workplace,” Pre-Conference, 2014 Special Needs Trusts, National Conference, October 2014
- “Fraud Fighter: Strategies for Defeating FMLA Abuse,” Florida Chapter of CUPA-HR, September 2014
- “See Spot Run. See Spot’s Owner Sue. What Property Managers Need to Know About the FHA,” Tampa Chapter of the National Association of Residential Property Managers, May 2014
- “Pitfalls in Corporate Representative Depositions,” Mastering the Deposition: A Critical Skills Program, Pincus Professional Education, November 2012
- “Removal and Remand: Busting the Myths, Misconceptions, and Mistakes,” The Florida Bar’s Litigating Employment Law Claims Seminar, October 2011



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Sacha Dyson

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 509191

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Email: sacha.dyson@gray-robinson.com ✉

Personal Bar URL: <https://www.floridabar.org/mybarprofile/509191>

vCard:

County: Hillsborough

Circuit: 13

Admitted: 09/24/2001

10-Year Discipline
History: None

Law School: Stetson University College of Law, 2001

Board Certifications:	Area	Year
	Labor and Employment Law	2015

Committees:	Committee	Office	Term
	Clients' Security Fund Committee		06/30/2022

Stephanie M. Marchman

Shareholder

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Experience

Stephanie is a shareholder in GrayRobinson's Gainesville and Tampa offices representing businesses, governmental entities and nonprofit organizations in the areas of labor, employment, civil rights, business disputes, Sunshine Law, board governance, and general counsel.

After earning her undergraduate and law degrees with honors from the University of Florida, Stephanie served as law clerk to the Honorable William Terrell Hodges in the United States District Court for the Middle District of Florida. Following her clerkship, she practiced with the Tampa-based labor and employment firm Thompson, Sizemore, Gonzalez & Hearing (TSG&H recently joined GrayRobinson) and then served as an Assistant City Attorney for the City of Gainesville for over a decade.

Stephanie is a member of The Florida Bar Board of Governors, the governing body for Florida's 100,000+ lawyers, Past President of the Eighth Judicial Circuit Bar Association and North Central Florida Chapter of the Federal Bar Association, and Past Chair of The Florida Bar's Federal Court Practice Committee and Eighth Judicial Circuit Grievance Committee.

Areas of Practice

- Labor & Employment
- Government
- Litigation
- Appellate
- Trade Secret, Noncompete and Unfair Competition
- Media & First Amendment Law

Background

Stephanie was born in Dunedin, Florida, grew up in the Tampa area, and moved to Gainesville to attend the University of Florida. She has lived in Gainesville for over 20 years and is married to Brian K. Marchman, Ph.D., Assistant Provost and Director of Distance and Continuing Education at the University of Florida. They are proud parents of two children, Marina and Landon.

Education

- **University of Florida, B.A.** political science (*with honors*, 1999)
- **University of Florida, B.S.** finance (*with honors*, 1999)
 - University of Florida Hall of Fame
 - University of Florida Outstanding Graduating Female Leader
- **University of Florida Levin College of Law, J.D.** (*magna cum laude*, 2004)
 - Center for Governmental Responsibility Public Service Fellow
 - Center on Children and Families Fellow
 - Family Law Certificate
 - Intern to The Honorable Barbara J. Pariente, Supreme Court of Florida
 - Journal of Law and Public Policy

Admissions

- Florida, 2004
- U.S. District Court, Middle District of Florida
- U.S. District Court, Northern District of Florida
- U.S. District Court, Southern District of Florida
- U.S. Court of Appeals, 11th Circuit
- U.S. Supreme Court

Professional Associations & Memberships

- The Florida Bar
 - Board of Governors, Eighth Judicial Circuit Representative, 2017 – present
 - Legislation Committee
 - Program Evaluation Committee
 - Review Committee on Professional Ethics
 - Board Liaison to City, County and Local Government Section Executive Council
 - Board Liaison to Federal Court Practice Committee
 - Overall JNC Screening Committee Chair
 - COVID-19 Pandemic Recovery Task Force
 - Review of Board of Governors Member Diversity Chair
 - Constitutional Judiciary Committee, Member, 2016 - 2017
 - Eighth Judicial Circuit Grievance Committee "A", Chair, 2016

- o Federal Court Practice Committee, Chair, 2015 – 2016
 - o Labor and Employment Law Section, Member, 2006 – present
 - o City, County and Local Government Law Section, Member, 2006 – present
- Bench and Bar Fund Advisory Committee, United States District Court, Northern District of Florida
 - o Member, 2020
- Eighth Judicial Circuit Bar Association
 - o President, 2016 – 2017
 - o Board Member, 2013 – 2018
 - o Leadership Roundtable – The Eighth Judicial Circuit's Annual Diversity Conference, Chair, 2014 – 2018
- North Central Florida Chapter of the Federal Bar Association, President, 2008 – 2009
- Gerald T. Bennett American Inn of Court, Board Member, 2014 – 2017
- James C. Adkins, Jr. American Inn of Court, Member, 2007 – 2009
- E-Discovery Working Group, Middle District of Florida, Member, 2009
- Society for Human Resource Management, Member, 2007 – present

Awards & Recognitions

- *Florida Trend*, Legal Elite
 - o Government / Non-Profit Attorney, 2016
 - o Labor & Employment, 2020
- Eighth Judicial Circuit Bar Association President's Award, 2016, 2018
- City Attorney's Office Employee of the Year, 2014
- North Central Florida Chapter of the Federal Bar Association
 - o Chapter Service Award, 2012
 - o Chapter Activity Presidential Citation for "A Toast to Judge Hodges", 2013
 - o Featured Contributor for the Federal Bar Association's First National Women in the Law Conference, 2014
- Boys & Girls Club of the Big Bend Exceptional Volunteer Service Award, 2001

Civic

- Gainesville Women's Forum, 2019 – present
- Guardian ad Litem Volunteer, 2000 – 2001, 2003 – 2006, 2018 – present
- Justice Teaching Volunteer, 2006 – present
- UF Innovate | The Hub Advisory Board, 2018 – present
- University of Florida Law Center Association Board of Trustees, 2018 – present

Presentations & Seminars

- "First Amendment and Public Employment in the Age of the Cancel Culture", 46th Annual Public Employment Labor Relations Forum, October 2020

- "Social Media and Public Employee Speech in the Era of Presidential Tweets", The American Association of School Personnel Administrators Virtual Conference, October 2020
- "Freedom to Protest: First Amendment Rights", University of Florida Law Student Bar Association, October 2020
- "Standards in Arbitration" and Arbitrator for Mock Arbitration, Florida Public Employer Labor Relations Association Public Sector Labor Relations Professional Certification Program, September 2020
- "CARES Act Guidance from Local Experts", Greater Gainesville Chamber Webinar, April 2020
- "PERC-Jurisdiction & Pre-hearing Process", The Florida Bar "Practicing Before State Labor and Employment Agencies" Seminar, March 2020
- "People, Purpose, & Passion: Examining Diversity & Inclusion Panel", University of Florida Inspiring Women Leaders Conference, March 2020
- "Is Arbitration Arbitrary? You Decide", GrayRobinson's Labor and Employment Seminar, November 2019
- "Social Media Policies for Public Employers", Florida Educational Negotiators Meeting, October 2019
- "Labor Impasse Hearings", Florida Municipal Attorneys Association 38th Annual Seminar, July 2019
- "Employee Speech in the Era of Presidential Tweets", Gainesville-Alachua County Employment Seminar, June 2019
- "Abuse Awareness and Prevention", Harden Seminar, May 2019
- "Best Practices in Conducting Police Misconduct Investigations", Government Operations and Liability Committee of the ABA Section of State and Local Government Law Hot Topics Presentation, March 2019
- "The #MeToo Movement and The Bar", Marion County Bar Association Luncheon, February 2019
- "Public Employees Relations Act", 19th Labor and Employment Law Annual Update and Certification Review, January 2019
- "Employment Matters for Startups", UF|Innovate - Sid Martin Incubator, January 2019
- "Affirmative Action Training", City of Gainesville, November 2018
- "What the Bar Should Know About #MeToo", Marion County Bar Association Luncheon, February 2019
- "Public Employee Relations Act", 19th Labor and Employment Law Annual Update and Certification Review, January 2019
- "What Public Employers Should Do in the Wake of #MeToo", The Florida Bar's 44th Annual Public Employment Labor Relations Forum, October 2018
- "What Employers Should Do in the Wake of #MeToo", #MeToo Sexual Harassment Avoidance Seminar, July 2018
- "Conducting Effective Sexual Harassment Investigations in the Wake of the #MeToo Movement", Gainesville-Alachua County Employment Seminar, June 2018
- Co-presenter, "Conducting Effective Internal Investigations", GrayRobinson 21st Annual Employment Law Seminar, Orlando, April 2018
- "Constitutional Revision Commission", Chiefland Rotary, Alachua League of Women Voters, Ocala Chamber of Commerce, Alachua County Citizens Academy, Spring 2018
- "Citizen Involvement in The Florida Bar", Gainesville Rotary, December 2017
- "Labor Arbitrations from the City's Perspective", Public Employment Labor Relations Forum, October 2017
- "Labor Arbitration Basics", Florida Municipal Attorneys Association Annual Conference, July 2017
- "Criminal Background Checks & Second Chances", Gainesville-Alachua County Employment Seminar, June 2017

- “Public Employment Law”, The Florida Bar’s Basic Employment Law Seminar, April 2017
- Panelist, “Careers and Internships in Public Service”, University of Florida, January 2017
- Panelist, “Women in the Legal Profession”, University of Florida Levin College of Law, October 2016
- Introduction and/or Moderator, Leadership Roundtable, Spring 2014 to 2019
- Panelist, Eighth Judicial Circuit Bar Association and Josiah T. Walls Bar Association Law & Justice Youth Conference, February 2016 and 2015
- “Law Practice in Context”, University of Florida Law School Orientation, August 2014, 2015 and 2016
- “How to Avoid Being Front and Center in a Public Records Lawsuit”, January 2015
- Introduction, Federal Judicial Roundtable at the Florida Bar Convention, June 2014
- Panelist, “Public Sectors Careers”, University of Florida Levin College of Law, January 2014
- Panelist, “Balancing Work and Life”, University of Florida Levin College of Law, October 2013
- “Hot Topics: Considerations When the City Faces Public Records Litigation”, Florida Municipal Attorneys Association Annual Conference, July 2013
- Internal Affairs Process Supervisory Training, Gainesville Police Department, October 2011
- “Firefighters’ & Police Officers’ Bill of Rights”, Florida Municipal Attorneys Association Conference, July 2011
- “Fair Labor Standards Act”, Gainesville-Alachua County Employment Seminar, October 2010
- Underage Drinking Ordinance Training, Gainesville Police Department, February 2009
- Public Records Training for City of Gainesville Employees, April 2009
- Panhandling Ordinance Training, Gainesville Police Department, June 2007



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Federal Government

Stephanie Marusak Marchman

Member in Good Standing

Eligible to Practice Law in Florida

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Personal Bar URL: <https://www.floridabar.org/mybarprofile/854301>

vCard:



County: Alachua

Circuit: 08

Admitted: 10/05/2004

10-Year Discipline
History: None

Law School: University of Florida, Fredric G. Levin College of Law, 2004

Committees:

Committee	Office	Term
Eighth Circuit UPL Committee	Designated Reviewer	06/30/2021
8th Judicial Circuit Grievance Comm "A"	Designated Reviewer	06/30/2021
Federal Court Practice Committee	Board Liaison	06/30/2021
Program Evaluation Committee		06/26/2021
Current Board Of Governors		06/26/2021
Legislation Committee		06/26/2021
COVID-19 Pandemic Recovery Task Force		06/26/2021



William H. Andrews

Of Counsel

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Experience

Bill grew up in Jacksonville, Florida, and is a third-generation Floridian. He received his undergraduate and law degrees from the University of Florida.

Throughout his legal career, he has limited his practice to representing employers in labor and employment law matters. This representation includes representing private and public sector employers in all areas of labor and employment law, including responding to EEOC and related employment claims, conducting wage and hour audits, defending collective actions filed under the Fair Labor Standards Act, defending union-organizing drives, preparing personnel policies and employee handbooks, and advising clients in compliance with Title III (public accommodation) of the Americans with Disabilities Act. Bill is a frequent speaker on labor and employment law topics at public and private sector seminars and trade association meetings throughout the United States.

Bill has received a certification from The Florida Bar as a Board Certified labor and employment lawyer. He has received an "AV" rating from *Martindale-Hubbell* and is also included in the editions of *Best Lawyers in America* from 1989 to the present, *Florida Trend* Legal Elite in the Labor and Employment Law category, *Chambers USA's Leading Business Lawyers*, *Florida Super Lawyers* in the Labor and Employment Law category, and also listed in *Super Lawyers Corporate Counsel Edition*. Additionally, Bill was chosen as one of the 100 leading lawyers in the state of Florida, regardless of classification, in the inaugural edition of *Florida Super Lawyers*, and in 2010, he was named the *Best Lawyers' Jacksonville Labor and Employment Lawyer of the Year*.

Areas of Practice

- Labor & Employment
- Administrative & Regulatory
- Government
- Higher Education

- Insurance Defense
- OSHA
- Restaurant
- Senior Housing
- Health Care
- Litigation
- Construction
- Trade Secret, Noncompete and Unfair Competition
- Cannabis Industry

Education

- **University of Florida, B.S.**
- **University of Florida, J.D**

Admissions

- Florida
- U.S. District Court, Middle District of Florida
- U.S. District Court, Northern District of Florida
- U.S. District Court, Southern District of Florida
- U.S. Courts of Appeal for the 4th, 5th, 8th, 10th, 11th and D.C. Circuits
- U.S. Supreme Court

Professional Associations & Memberships

- The Florida Bar
 - Board Certified in Labor and Employment Law
 - Labor and Employment Law Section, Member
 - Certification Committee, Member, 2011-2012
 - County and Local Government Section, Member
 - Wage and Hour Liaison Committee, past Chairman
 - Labor and Employment Law Certification Grade Review Committee, Panel Member
 - Labor and Employment Law Certification Examination Review Committee, Panel Member
- 4th Judicial Circuit Grievance Committee, past Chairman (twice)
- Academy of Florida Management Attorneys, Charter Member
- Florida School Board Attorneys Association, Associate Member

Awards & Recognitions

- AV Preeminent® rated by *Martindale-Hubbell*
- *Chambers USA*

- o Labor & Employment, 2009-2015
- *Best Lawyers in America*
 - o Labor and Employment Law, 1989-2021
 - o Lawyer of the Year, Labor and Employment, 2010
- Florida's *Super Lawyers*, Inaugural Edition
 - o Top 100 Lawyers in the State of Florida (regardless of specialty)
- Florida's *Super Lawyers*
 - o Labor and Employment Law category, 2006-2020
- *Florida Trend*, Legal Elite
 - o Labor and Employment Law, 2010-2015
- *Jacksonville Magazine*, "250 Best Lawyers of 2010"
- Florida Bar President's Pro Bono Service Award, Recipient
- The Florida Bar's 2018 Justice Harry Lee Anstead Award, Nominee
- *American Lawyer & Corporate Counsel*
 - o Top Rated Lawyer in Healthcare, 2013

Civic

- Jacksonville Regional Chamber of Commerce
 - o Board of Governors
 - o Past General Counsel
- Community Advisory Board, WJCT Public Television
- Rotary Club of West Jacksonville
 - o Past President
- Air Service Development Task Force and Business Recruitment Standing Committee of the Jacksonville Regional Chamber of Commerce
- Cummer Museum of Art and Gardens
 - o Ponce Society Member
- ARC of Jacksonville
 - o Former Board Member
- Jacksonville Civic Council
 - o Pension Sub-Committee Task Force, Member
 - o Pro-Bono Legal Team, Member

Articles & Publications

- "Recent Developments in Wage and Hour Law," *13th Annual Public Employment Relations Forum*
- Co-Author, "Many Florida Public Sector Employers Ignore FLSA Compliance," *The Florida Bar Journal*

Presentations & Seminars

- Panelist, "Reopening the Workplace: Are You and Your Employees Prepared?," COVID-19 Conversations Webinar Series, June 8, 2020
- "It's Time to Reopen – What do I Need to Know About Benefits Now?" Florida Restaurant and Lodging Association webinar, May 6, 2020
- The Florida Bar's 20th Labor and Employment Law Update and Certification Review, Orlando, Florida, February 6-7, 2020
- "Appropriate Workplace Behavior for Tax Collectors," Department of Revenue Continuing Education Workshop for Tax Collectors Seminar, Tampa, Florida, June 7, 2017
- "Ten Commandments to Avoiding a Wrongful Discharge Lawsuit," Department of Revenue Continuing Education Workshop for Property Appraisers, Tampa, Florida, May 24, 2017
- "Ten Commandments for Avoiding an Unlawful Discharge Lawsuit," St. Johns County Non-Profit Organization, April 19, 2017
- "Labor and Employment Update," Continuing Education Workshop for Tax Collectors, Jacksonville, Florida, May 2, 2016
- "ADA Updates and Labor Law Changes," Florida Restaurant & Lodging Association, First Coast Chapter Luncheon, Fernandina Beach, Florida, July 21, 2015
- Presenter, "National Labor Relations Board 'Quickie Election' Rules," Space Coast Business Dinner, Associated Builders and Contractors, Inc., Melbourne, Florida, June 16, 2015
- "National Labor Relations Board 'Quickie Election' Rules," Associated Builders and Contractors, Inc., Orlando, Florida, May 14, 2015
- "Drafting Must-Have Policies for Today's Handbooks," Labor and Employment CLE Seminar, National Business Institute, Jacksonville, Florida, May 11, 2015
- "Labor and Employment Law Update," Continuing Education Workshop for Property Appraisers, Department of Revenue, Daytona Beach, Florida, May 4-6, 2015
- "Executive & Agency Regulations that will Affect Your Business this Year," First Coast Manufacturers Association Workforce Workshop, Jacksonville, Florida, February 25, 2015
- "Recent Developments on Hiring Criteria and Work Rules," First Coast Manufacturers Association Workforce Workshop, Jacksonville, Florida, September 24, 2014
- "Are you covered," Affordable Care Act Workshop, Restaurant and Lodging Association, Jacksonville, Florida, June 12, 2014
- "A Primer on the Americans with Disabilities Act and Family and Medical Leave Act and How They Interplay," First Coast Manufacturers Association Workforce FMLA-ADA Workshop, March 27, 2013
- "Highlights of the Migrant and Seasonal Agricultural Worker Protection Act," The Florida Bar Agricultural Update Seminar, Gainesville, Florida
- "Liberty Interests and Freedom of Speech," Florida Association of Property Appraisers, Inc. Seminar, Key West, Florida
- "Sexual Harassment - The Rules Have Changed: Update on Requirements," Department of Revenue Continuing Education Workshop for Tax Collectors Seminar, Orlando, Florida
- "Making Unions Unnecessary," Florida Association of Property Appraisers, Destin, Florida

- "Wage and Hour Speech," Florida Association of Court Clerks, Amelia Island, Florida
- "Non-Compete Clauses and Wrongful Termination," Florida Association for Retarded Citizens, Orlando, Florida
- "Florida Compensation Law Compliance," Lorman Education Services, Jacksonville, Florida
- "Mediation of Special Masters B Alternative Resolutions to Public Employment Disputes," XXVI Annual Public Employment Labor Relations Forum, Tampa, Florida
- "Recent Developments in Employment and Public Sector Law: Things You Need to Know," Florida Department of Revenue Continuing Education Workshop for Property Appraisers, Orlando, Florida
- "New United States Supreme Court Decision Expanding Employee Rights in the Workplace and Compliance With Minimum Wage and Overtime Provisions of the Fair Labor Standards Act," Department of Revenue Continuing Education Workshop for Tax Collectors Seminar, Orlando, Florida
- "Hire Right . . . Recruiting & Screening Methods," NAG Seminar, San Antonio, Texas
- "Wage and Hour Issues Including Overtime, Hours Worked and Exempt Staff Issues" and "Ten Commandments of a Happy Office Including Interviewing and Hiring," Lorman Education Services, Jacksonville, Florida
- "Avoiding or Eliminating Employees' Due Process Claims, Monitoring All Usage of Office Computers and Effective Handling of Unemployment Compensation Claims," Department of Revenue Continuing Education Workshop for Property Appraisers, Orlando, Florida
- "Property and Liberty Interests: Avoiding or Eliminating Employees Due Process Claims, Monitoring All Usage of Office Computers and Effective Handling of Unemployment Compensation Claims," Department of Revenue Continuing Education Workshop for Tax Collectors Seminar, Orlando, Florida
- "Alternative Pay Plans to Comply with Fair Labor Standards Act," National Convenience Store Advisory Group Conference, Myrtle Beach, South Carolina
- "Employment Law Update: Strategies for Challenging Times," Florida Department of Revenue Continuing Education Workshop for Property Appraisers, Daytona Beach, Florida
- "Issues Unique to the Public Sector Under the Minimum Wage and Overtime Provisions of the Fair Labor Standards Act," Florida Personnel Associations Conference, Marco Island Marriott Beach Resort, July 2010

E-Lerts & Newsletters

- Labor & Employment E-lert: The DOL Proposes New Regulations On Independent Contractor Status (10/6/20)
- Labor & Employment E-lert -- EEOC Updates COVID-19 Technical Assistance Publication (9/10/20)
- Labor & Employment E-lert -- Many Employers Fail to Report COVID-19 Cases on Their OSHA 300 Logs of Work-Related Injuries and Illnesses (7/31/20)
- Labor & Employment E-lert -- NLRB Paves the Way for Employee Terminations Based on Profane Outbursts (7/23/20)
- Labor & Employment E-Lert -- EEOC Releases FY 2018 Workplace Discrimination Charges (4/16/19)
- Labor & Employment E-Lert -- Proposed Change to White-Collar Exemption Threshold (3/11/19)
- Labor & Employment E-Lert -- Florida's Minimum Wage Set to Increase January 2019 (10/19/18)
- Labor & Employment E-Lert -- DOJ Announces Sexual Harassment Workplace Initiative (3/13/18)
- Labor & Employment E-Lert -- Eleventh Circuit Denies Rehearing on Prior Ruling that Sexual Orientation Is Not A Protected Characteristic for Purposes of Title VII (7/10/17)

- Labor & Employment E-Lert -- Eleventh Circuit Rules that Sexual Orientation is Not a Protected Characteristic for Purposes of Title VII (3/16/17)
- Labor & Employment E-Lert -- Courts Trending Towards Considering "Sexual Orientation" as a Protected Characteristic (11/8/16)
- Labor & Employment E-Lert -- House Votes to Delay Implementation of DOL Salary Requirements (9/30/16)
- Labor & Employment E-Lert -- OSHA Finalizes Workplace Injury Reporting Rule (05/17/16)
- Labor & Employment E-Lert -- Court Says Human Resources Director Can Be Liable Under the Family and Medical Leave Act (3/22/16)
- Labor & Employment E-Lert -- EEOC Announces Proposal to Seek Equal Pay Information from Employers (2/2/16)
- Labor & Employment E-Lert -- U.S. Department of Labor Says Most Independent Contractors are Employees and Should be Covered by The Fair Labor Standards Act (7/15/15)
- Labor & Employment E-Lert -- OSHA Issues Restroom Guidelines For Transgender Employees (6/4/15)
- Labor & Employment E-Lert -- Employee Obtains Damages Against Hospital for Failure to Extend Leave After FMLA Entitlement Expired (2/24/15)
- Labor & Employment E-lert -- Breaking News: The NLRB is at it Again (12/12/14)
- Labor & Employment E-lert -- EEOC Sues Private Employers Claiming Bias Against Transgender Workers (9/29/14)
- Labor & Employment E-lert -- President Signs Executive Order Banning Sexual Orientation and Gender Identity Discrimination by Federal Contractors (7/22/14)



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Leadership Academy

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Contact The Florida Bar

William H Andrews

Member in Good Standing

Eligible to Practice Law in Florida

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Personal Bar URL: <https://www.floridabar.org/mybarprofile/145660>

vCard:

County: Duval

Circuit: 04

Admitted: 10/06/1972

10-Year Discipline History: None

Law School: University of Florida, Fredric G. Levin College of Law

Board Certifications:	Area	Year
	Labor and Employment Law	2002

Sections: City, County & Local Govt Law
Labor and Employment Law

Matthew A. Bowles

Associate

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Experience

Matthew is an associate attorney in the Firm's Tampa office. He focuses his practice on labor and employment law, representing clients in both the private and public sector.

Areas of Practice

- COVID-19 Task Force
- Labor & Employment
- Litigation
- Trade Secret, Noncompete and Unfair Competition

Background

Matthew attended the University of Louisville, earning his undergraduate degree in political science. He then went on to earn his law degree at Stetson University College of Law where he focused his studies on civil law, including the areas of employment law and labor law.

Education

- **University of Louisville, B.A.** (2011)
- **Stetson University College of Law, J.D.** (2016)
 - Phi Delta Phi International Legal Honors Society, Cordozo Inn Chapter
 - President

Admissions

- Florida
- U.S. District Court, Middle District of Florida

Professional Associations & Memberships

- The Florida Bar
- Hillsborough County Bar Association

Articles & Publications

- "Social Media and the Progressive Limitations on Public Sector Employees' First Amendment Right to Free Speech," *The Florida Bar Journal*, Volume 94, No. 6, November/December 2020
- "What Impact Does the New Executive Order Have on Local Mask Mandates?" AM Tampa Bay Radio, October 1, 2020
- "Taking a Knee to Free Speech: Understanding When Employers May Limit Employee Speech," Hillsborough County Bar Association, *Lawyer Magazine*, March-April 2019 issue

Presentations & Seminars

- Speaker, Webinar, "COVID-19: Returning to Work," LawPracticeCLE, August 26, 2020
- Speaker, Webinar, "COVID-19: Returning to Work," Baldwin Krystyn Sherman Partners, May 13, 2020
- Speaker, Webinar, "COVID-19: Returning to Work," Associated Builders and Contractors Florida Gulf Coast Chapter, May 6, 2020
- Speaker, Webinar, "Families First Coronavirus Response Act and the CARES Act – What You Need to Know Now," Episcopal Diocese of Southwest Florida, April 17, 2020



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Matthew Allen Bowles

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 123501

Mail Address: Gray Robinson, P.A.
PO Box 3324
Tampa, FL 33601-3324
Office: 813-273-5000
Fax: 813-273-5145



Email: matthew.bowles@gray-robinson.com

Personal Bar URL: <https://www.floridabar.org/mybarprofile/123501>

vCard:

County: Hillsborough

Circuit: 13

Admitted: 09/19/2016

10-Year Discipline
History: None

Law School: Stetson University College of Law, 2016

Sections: Labor and Employment Law
Young Lawyers

Practice Areas: Labor and Employment

Federal Courts: U.S. District Court, Middle District of Florida

State Courts: Florida

Craig F. Novick

Shareholder

craig.novick@gray-robinson.com

301 East Pine Street

Suite 1400

Orlando, Florida 32801

Phone: 407-843-8880

Fax: 407-244-5690

401 East Jackson Street

Suite 2700

Tampa, Florida 33602

Phone: 813-273-5000

Fax: 813-273-5145



Experience

Craig is a shareholder with the firm's Orlando office, where he is a member of the labor and employment law practice group. He represents employers in all areas of employment law, including, but not limited to: discrimination; retaliation (including workers' compensation retaliation); the Fair Labor Standards Act; the Family and Medical Leave Act; and the Americans With Disabilities Act. Craig's practice also includes drafting, negotiating and litigating employment-related agreements (including restrictive covenants, such as non-compete agreements), as well as preparing and reviewing employment policies, procedures, and handbooks. Craig is also a member of the firm's higher education practice group, and has experience in providing advice and counseling with regards to Title IX compliance and investigations.

Craig also has extensive litigation experience in a variety of other areas of law, including contract law, general liability, and insurance defense. He has litigated cases in both state and federal courts and is admitted to practice in all Florida courts as well as the U.S. District Court for the Middle District of Florida, U.S. District Court for the Northern District of Florida, U.S. District Court for the Southern District of Florida, and the U.S. Court of Appeals for the 11th Circuit. Craig began his legal career with the Office of the Public Defender for the 9th Judicial Circuit, representing clients charged with crimes ranging from misdemeanors to first-degree felonies, where he had the opportunity to gain significant trial experience.

Areas of Practice

- Labor & Employment
- Trade Secret, Noncompete and Unfair Competition
- Litigation
- Religious Organizations
- Insurance Defense
- Higher Education

Background

Craig was born in Boston, Massachusetts, where he was raised for the majority of his childhood. After attending Saint Andrews School in Boca Raton, Florida, Craig attended the University of New Hampshire, where he majored in political science and minored in business administration and justice studies. Craig then earned his law degree from Western New England College School of Law, where he graduated *cum laude*. While in law school, Craig served as a production editor for the *Western New England Law Review*.

Education

- **University of New Hampshire, B.A.** (2003)
 - Dean's List
- **Western New England College of Law, J.D.** (*cum laude*, 2006)
 - Class Rank: Top 10%
 - Law Review: *Western New England Law Review*, Production Editor
 - Highest Grade Awards: Civil Procedure, Criminal Procedure: Adjudication, Professional Responsibility, and Federal Courts and Jurisdiction
 - Dean's List

Admissions

- Florida
- U.S. District Court, Middle District of Florida
- U.S. District Court, Northern District of Florida
- U.S. District Court, Southern District of Florida
- U.S. Court of Appeal, 11th Circuit

Professional Associations & Memberships

- The Florida Bar
- Orange County Bar Association

Civic

- Leadership Seminole, Class 22

Awards & Recognitions

- AV Preeminent® rated by *Martindale-Hubbell*

Presentations & Seminars

- Co-presenter, "Update on DOL, EEOC, OSHA, NLRB and the Tax Implications of Settlements," GrayRobinson 21st Annual Employment Law Seminar, Orlando, April 5, 2018
- "Fair Credit Reporting Act Updates," GrayRobinson 20th Annual Employment Law Seminar, Orlando, April 6, 2017
- "NLRB Updates," GrayRobinson 20th Annual Employment Law Seminar, Orlando, April 6, 2017
- "LGBT Issue Updates," GrayRobinson 20th Annual Employment Law Seminar, Orlando, April 6, 2017

- "National Labor Relations Board," GrayRobinson 19th Annual Employment Law Seminar, Orlando, April 7, 2016
- "National Labor Relations Board," GrayRobinson 18th Annual Employment Law Orlando Seminar, March 12, 2015

Articles & Publications

- Co-Author, "NLRB Expands Test Used to Determine Joint Employer Status," *Florida MD*, September 2015



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Judicial Nominating
Commissions

State of Florida

Federal Government

Craig Frischer Novick

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 26656

Mail Address: GrayRobinson, P.A.
PO Box 3068
Orlando, FL 32802-3068
Office: 407-843-8880

Email: craig.novick@gray-robinson.com

Personal Bar URL: <https://www.floridabar.org/mybarprofile/26656>

vCard:

County: Orange

Circuit: 09

Admitted: 09/21/2006

10-Year Discipline
History: None

Law School: Western New England College School of Law

Sections: City, County & Local Govt Law
Labor and Employment Law

Federal Courts: U.S. District Court, Middle District of Florida

Firm: GrayRobinson, P.A.

Firm Size: >100

Firm Position: Associate

Susan T. Spradley

Shareholder
susan.spradley@gray-robinson.com

301 East Pine Street
Suite 1400
Orlando, Florida 32801
Phone: 407-843-8880
Fax: 407-244-5690

401 East Jackson Street
Suite 2700
Tampa, Florida 33602
Phone: 813-273-5000
Fax: 813-273-5145



Experience

Susan, a shareholder and chair of the firm's labor and employment practice group, focuses her practice in all aspects of management employment law, including litigation, general advice, and training. Susan's practice encompasses representing employers in federal and state courts as well as hearings before state and local agencies. Susan represents private and public sector employers in employment law matters regarding discrimination (gender, race, national origin, religion and age), all forms of retaliation, the Fair Labor Standard Act, unemployment compensation, the Americans with Disabilities Act, the Family and Medical Leave Act, the National Labor Relations Act and other employment related laws, including wage garnishments. Susan also has experience in defending housing discrimination claims at the federal and state levels. Susan's practice includes drafting, negotiating and litigating employment-related agreements, including restrictive covenants (noncompetition, nondisclosure and nonsolicitation), preparing policy manuals and handbooks, and conducting management training. Susan works extensively with clients to implement preventive measures to help avoid and defend employment related claims. Susan also advises clients on various day-to-day human resource matters.

Susan is the firm liaison for the Employment Law Alliance (ELA), a resource for the firm's clients facing national and international employment issues. ELA is a network of management labor and employment defense attorneys throughout the world.

Areas of Practice

- Labor & Employment
- Litigation
- Religious Organizations
- Technology Transactions
- Insurance Defense
- OSHA
- Residential, Resort & Club
- Higher Education

- Trade Secret, Noncompete and Unfair Competition
- COVID-19 Task Force
- Cannabis Industry

Background

Susan joined GrayRobinson upon graduation from the Florida State University College of Law in 1989.

Education

- **Shippensburg University**, business (1978)
- **James Madison University, B.S.**, political science (1981)
- **Florida State University College of Law, J.D.** (*with honors*, 1989)

Admissions

- Florida State Courts
- Florida Supreme Court
- U.S. Supreme Court
- U.S. District Court, Middle District of Florida
- U.S. District Court, Northern District of Florida

Professional Associations & Memberships

- The Florida Bar (Admission: 1989)
 - Labor and Employment Law Section
 - City, County and Local Government Law Section
- The Federal Bar Association
- Orange County Bar Association
 - Labor and Employment Law Committee, Member
 - Chair (2001-2002)
- American Bar Association
 - Labor and Employment Law Section
- Academy of Florida Management Attorneys, Member
- Society for Human Resource Management, Member
- Employment Law Alliance, Member

Awards & Recognitions

- AV Preeminent® rated by *Martindale-Hubbell*
- *Chambers USA*, Labor & Employment, 2017-2020
 - "Recognized Practitioner," 2016
- *Best Lawyers in America*, 2009-2021
 - Lawyer of the Year, Employment Law - Management, 2015

- *Who's Who Legal: Labour, Employment & Benefits*, 2016-2019
- *Orlando Magazine*, Best Lawyers, 2009-2019
 - "Top Lawyer" for Labor & Employment, 2015
- *Daily Business Review*, Top Rated Lawyer, Labor & Employment, 2013
- *American Lawyer & Corporate Counsel*, Top Rated Lawyer, Insurance, 2014

Civic

- Leadership Orlando, Class 33
- Give Kids the World, Volunteer

Presentations & Seminars

- Moderator, "The New North American Free Trade Agreement: Significant Changes for American & Canadian Companies Doing Business in Mexico," Employment Law Alliance webinar, September 9, 2020
- "Social Media in the Workplace," Associates for Accounting Administrators, August 26, 2011
- Agricultural Relations Forum, Provocateur, September 29, 2011
- "Social Media Issues on Employment, Including Under the NLRA," Orange County Bar Association, Labor & Employment Committee, October 26, 2011
- "Recent NLRA Activities Affecting Employers," GrayRobinson Orlando Seminar, December 8, 2011
- "Recent Developments – Social Media and Employment Law," GrayRobinson Lakeland Seminar, May 5, 2012
- Agricultural Relations Forum, Provocateur, September 13, 2012
- "Workplace Issues in Digital Age," GrayRobinson Orlando Seminar, December 5, 2012
- "Lessons from 2012, What to Expect in 2013," Florida Anesthesia Administrators Association, February 3, 2013
- Agricultural Relations Forum, Provocateur, September 19, 2013
- "A Year in Review: Key U.S. Labor and Employment Law Developments in 2013 and What to Expect in 2014," Employment Law Alliance Webinar, January 16, 2014
- Agricultural Relations Forum, Provocateur, September 11-12, 2014
- "Introductions and Opening Remarks," GrayRobinson 18th Annual Employment Law Seminar, Orlando, March 12, 2015
- Agricultural Relations Forum, Provocateur, September 10-11, 2015
- "Lessons Learned & Take-Aways," GrayRobinson 19th Annual Employment Law Seminar, Orlando, April 7, 2016
- Agricultural Relations Forum, Provocateur, September 15, 2016
- "Employment Provision: Americans with Disabilities Act," Business Executives Meeting, January 25, 2017
- "Key Updates and Forecasted Changes for 2017," GrayRobinson 20th Annual Employment Law Seminar, Orlando, April 6, 2017
- "Walking the HR Tightrope - Documentation," Central Florida Chapter Association of Legal Administrators, July 26, 2017
- Co-presenter, "Update on DOL, EEOC, OSHA, NLRB and the Tax Implications of Settlements," GrayRobinson 21st Annual Employment Law Seminar, Orlando, April 5, 2018
- GrayRobinson 22nd Annual Employment Law Seminar, Orlando, April 4, 2019

- "A Challenging (But Necessary) Row to Hoe: Addressing Wage and Hour Compliance for Agriculture Operations," Agricultural Labor Relations Forum, September 11-13, 2019

Articles & Publications

- Co-Author, "NLRB Expands Test Used to Determine Joint Employer Status," *Florida MD*, September 2015



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State of Florida

Federal Government

Susan Tassell Spradley

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 818712

Mail Address: GrayRobinson P A
PO Box 3068
Orlando, FL 32802-3068
Office: 407-843-8880
Cell: 407-843-8880
Fax: 407-244-5690

Email: susan.spradley@gray-robinson.com

Personal Bar URL: <https://www.floridabar.org/mybarprofile/818712>

vCard:

County: Orange

Circuit: 09

Admitted: 09/22/1989

10-Year Discipline
History: None

Law School: Florida State University College of Law

Sections: City, County & Local Govt Law
Labor and Employment Law

Kevin M. Sullivan

Associate

kevin.sullivan@gray-robinson.com

401 East Jackson Street

Suite 2700

Tampa, Florida 33602

Phone: 813-273-5000

Fax: 813-273-5145

Direct: 813-273-5040



Experience

Kevin is an associate in GrayRobinson's Tampa office. He focuses his practice on labor and employment law along with premises liability, products liability, and commercial litigation matters, representing public entities and private professional and retail concerns.

Prior to joining GrayRobinson, Kevin served as a law clerk to the Honorable Charles R. Wilson, United States Circuit Judge of the United States Court of Appeals for the Eleventh Circuit.

Areas of Practice

- Labor & Employment
- Trade Secret, Noncompete and Unfair Competition
- Litigation
- Product Liability & Toxic Tort

Background

Kevin was born and raised in Tampa, FL and is a 2007 Jesuit High School graduate. He earned his bachelor's degree at Vanderbilt University and continued on to earn his Juris Doctor from Florida State University College of Law. While in law school, he served as Article Editor for *Florida State University Law Review*. He graduated in the top 5 percent of his class and was a member of the Order of the Coif.

Education

- **Vanderbilt University, B.A.** (2011)
- **Florida State University College of Law, J.D.** (magna cum laude, 2017)
 - Order of the Coif
 - Florida State University Law Review, Article Editor
 - Moot Court Participant
 - Book Awards: Legal Writing and Research I; Legal Writing and Research II; Contracts; Constitutional Law I; Administrative Law; The Law, the Classics, and the Scriptures; The Law and the Chinese Classics

Admissions

- Florida
- U.S. Court of Appeals, 11th Circuit
- U.S. District Court, Northern, Middle and Southern Districts of Florida

Professional Associations & Memberships

- The Florida Bar
- Hillsborough County Bar Association



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Commissions

State of Florida

Federal Government

Kevin Matthew Sullivan

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 1003812

Mail Address: GrayRobinson
401 E Jackson St Ste 2700
Tampa, FL 33602-5841
Office: 813-273-5000

Email: kevin.sullivan@gray-robinson.com

Personal Bar URL: <https://www.floridabar.org/mybarprofile/1003812>

vCard:

County: Hillsborough

Circuit: 13

Admitted: 10/13/2017

10-Year Discipline
History: None

Sections: Labor and Employment Law
Trial Lawyers
Young Lawyers

Firm: GrayRobinson

Firm Website: <http://www.gray-robinson.com/>

Accessibility and Responsiveness

In representations such as those contemplated by this RFP, GrayRobinson implements a team approach designed to maximize communication and responsiveness without over-staffing. Sacha Dyson and Stephanie Marchman will serve as co-leads and ensure the City is satisfied with the quality and timeliness of GrayRobinson's labor and employment legal work. We believe this team approach will allow us to provide top-quality labor and employment legal services and respond swiftly and thoroughly to all of the City's legal needs. Sacha and Stephanie are both experienced labor and employment attorneys fully capable of addressing all issues that may arise. Along with Sacha and Stephanie, we have identified a team made up of shareholders, associates, and professional staff. We believe this team approach will allow us to provide high quality legal services, maintain the flexibility necessary to respond swiftly and thoroughly, and facilitate communication and accountability.

TAB C: PROPOSED COMPENSATION

Propose a compensation package inclusive of all service costs (include any travel reimbursement and expenses expected).

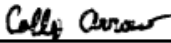
GrayRobinson proposes the following discounted, blended hourly rates:

Professional	Hourly Rate
Shareholder	\$300
Associate	\$200
Law Clerk/Paralegal	\$100

TAB D: CERTIFICATES OF INSURANCE

GrayRobinson maintains insurance coverage and limits as evidenced by current certificates of coverage found on the following pages. Upon award of work to GrayRobinson, custom certificate holder documents will be provided to the City of Fernandina Beach.

ACORD		GRAYROB-01	DSMITH2																																														
CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/27/2019																																															
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																																	
PRODUCER Hub International Florida 1560 Orange Avenue, Suite 750 Winter Park, FL 32789		CONTACT Dawn Knight NAME: PHONE (A/C, No, Ext): (407) 893-3875 FAX (A/C, No): E-MAIL: dawn.knight@hubinternational.com ADDRESS:																																															
INSURED GrayRobinson, P.A. 301 E Pine Street, #1400 Orlando, FL 32801		INSURER(S) AFFORDING COVERAGE																																															
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		INSURER B: Aspen American Insurance Company 43460																																															
		INSURER C:																																															
		INSURER D:																																															
		INSURER E:																																															
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDITIONAL INSURER</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td rowspan="4"></td> <td> COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER: </td> <td></td> <td></td> <td></td> <td></td> <td> EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$ </td> </tr> <tr> <td> AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY </td> <td></td> <td></td> <td></td> <td></td> <td> COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ </td> </tr> <tr> <td> ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ </td> <td></td> <td></td> <td></td> <td></td> <td> EACH OCCURRENCE \$ AGGREGATE \$ \$ </td> </tr> <tr> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below </td> <td></td> <td></td> <td></td> <td></td> <td> PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ </td> </tr> <tr> <td>A</td> <td>Professional Liab.</td> <td></td> <td>LPL10010845602</td> <td>12/21/2019</td> <td>12/21/2020</td> <td>Ret. \$750,000 10,000,000</td> </tr> <tr> <td>B</td> <td>Prof Liab 10x10</td> <td></td> <td>LX00EYG19</td> <td>12/21/2019</td> <td>12/21/2020</td> <td>Ret. 10,000,000 10,000,000</td> </tr> </tbody> </table> DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) SIR: \$750,000 Claim, \$1,500,000 Agg Retention -Endurance American Specialty Insurance, 12/21/19-20, NAICS #41718, Policy # LPL10010845602. // \$10M Limit xs \$10M: Aspen American Insurance, 12/21/19-20, NAICS #23647, Policy # LX00EYG19. // \$5M Limit xs \$20M: Landmark American Insurance, 12/21/19-20, NAICS #33138, Policy # LHZ779920. // \$5M Limit xs \$25M: Endurance American Specialty, 12/21/19-20, NAICS #41718, Policy # LPX10010846202. // \$10M Limit xs \$30M: QBE Insurance Company, 12/21/19-20, NAICS #39217, Policy # QPL0015445.				INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	A	Professional Liab.		LPL10010845602	12/21/2019	12/21/2020	Ret. \$750,000 10,000,000	B	Prof Liab 10x10		LX00EYG19	12/21/2019	12/21/2020	Ret. 10,000,000 10,000,000
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B	Prof Liab 10x10		LX00EYG19	12/21/2019	12/21/2020	Ret. 10,000,000 10,000,000																																											
CERTIFICATE HOLDER *For Information Only*		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 																																															

Client#: 1405411		131GRAYROB		DATE (MM/DD/YYYY) 8/07/2020																																									
ACORD™ CERTIFICATE OF LIABILITY INSURANCE																																													
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).																																													
PRODUCER McGriff Insurance Services PO Box 4927 Orlando, FL 32802-4927 407 691-9600			CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183 E-MAIL: ADDRESS:																																										
INSURED GrayRobinson PA P.O. Box 3068 Orlando, FL 32802			INSURER(S) AFFORDING COVERAGE		NAIC #																																								
			INSURER A : National Fire Insurance Co of Hartford		20478																																								
			INSURER B : Continental Insurance Company		35289																																								
			INSURER C : Travelers Indemnity Company		25658																																								
			INSURER D :																																										
			INSURER E :																																										
COVERAGES CERTIFICATE NUMBER: 20-21 MSTR BAIWS WC REVISION NUMBER:																																													
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDL INSR</th> <th>SUBR WVD</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td> ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER: </td> <td>X</td> <td>X</td> <td>6012395102</td> <td>04/15/2020</td> <td>04/15/2021</td> <td> EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ </td> </tr> <tr> <td>A</td> <td> AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY </td> <td>X</td> <td>X</td> <td>6012395133</td> <td>04/15/2020</td> <td>04/15/2021</td> <td> COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ </td> </tr> <tr> <td>B</td> <td> ☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTIONS \$10000 </td> <td></td> <td></td> <td>CUE6012395116</td> <td>04/15/2020</td> <td>04/15/2021</td> <td> EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$ </td> </tr> <tr> <td>C</td> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below </td> <td></td> <td>X</td> <td>UB1R630861</td> <td>08/09/2020</td> <td>08/09/2021</td> <td> ☒ PER STATUTE ☐ OTH-ER EL. EACH ACCIDENT \$1,000,000 EL. DISEASE - EA EMPLOYEE \$1,000,000 EL. DISEASE - POLICY LIMIT \$1,000,000 </td> </tr> </tbody> </table>	INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	X	X	6012395102	04/15/2020	04/15/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$	A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	6012395133	04/15/2020	04/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTIONS \$10000			CUE6012395116	04/15/2020	04/15/2021	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$	C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB1R630861	08/09/2020	08/09/2021	☒ PER STATUTE ☐ OTH-ER EL. EACH ACCIDENT \$1,000,000 EL. DISEASE - EA EMPLOYEE \$1,000,000 EL. DISEASE - POLICY LIMIT \$1,000,000	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Insured status is granted with respects to General Liability if required by written contract per form "Non-Contractor's Additional Insured Endorsement" form #CNA74857XX 01/15 and General Liability Extension Endorsement, form CNA74879XX(1-15). Waiver of Subrogation status is granted with respects to General Liability if required by written contract (See Attached Descriptions)				
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																						
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CERTIFICATE HOLDER Gray Robinson, PA P.O. Box 3068 Orlando, FL 32802-3068				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 																																									

TAB E: EXHIBITS B-H & ADDENDUM

Exhibit B - Public Entity Crimes Statement

CITY OF FERNANDINA BEACH, FL REQUEST FOR PROPOSAL 21-01 LABOR ATTORNEY SERVICES

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 21-01 Labor Attorney Services.
2. This sworn statement is submitted by (entity) GrayRobinson, P.A. whose business address is 401 East Jackson Street, Suite 2700, Tampa, FL 33602 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1300132 (If a Sole Proprietor and you have no FEIN, include the last four digits of your Social Security Number: _____.)
3. My name is Sacha Dyson and my relationship to the entity named above is Shareholder.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, will be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months will be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted ATTORNEY/FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted ATTORNEY/FIRM list. (Please attach a copy of the final order.)

☒ The person or affiliate has not been placed on the convicted ATTORNEY/FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Sachin Dyson
Signature

November 12, 2020
Date:

STATE OF FLORIDA
COUNTY OF Hillsborough

Sachin Dyson

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 12th day of November, 2020, and is personally known to me, or has provided _____ as identification.



DEBRA A GILLEY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG917819
Expires 9/30/2023

Debra A Gilley
Notary Public
My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Exhibit C - Drug Free Workplace Certification

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed ATTORNEY/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

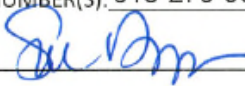
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: GrayRobinson, P.A.

CITY: Tampa STATE: FL ZIP CODE: 33602

TELEPHONE NUMBER(S): 813-273-5000

SIGNATURE: 

NAME (TYPED OR PRINTED): Sacha Dyson TITLE: Shareholder

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Exhibit D - E-Verify Statement

CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES

EXHIBIT "D"



CITY OF FERNANDINA BEACH

E-VERIFY STATEMENT

Bid/Proposal Number: 21-01

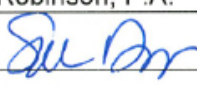
Project Description: Labor Attorney Services

ATTORNEY/FIRM acknowledges and agrees to the following:

ATTORNEY/FIRM will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the ATTORNEY/FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the ATTORNEY/FIRM to perform work pursuant to the contract with the Department.

Company/Firm: GrayRobinson, P.A.

Authorized Signature: 

Title: Shareholder

Date: November 12, 2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

Exhibit E - Proposer Acknowledgements and Agreements

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "E"

Proposer Acknowledgements and Agreements

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: FIRM INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED LABOR ATTORNEY TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: ACCESSIBILITY AND RESPONSIVENESS
Understands and agrees to all terms.
7. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Sacha Dyson Title: Shareholder

Signature:  Date: November 12, 2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

Exhibit F - Conflict of Interest

CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES

EXHIBIT "F"
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 21-01 Labor Attorney Services

This sworn statement is submitted by (entity) GrayRobinson, P.A. whose business address is 401 East Jackson Street, Suite 2700, Tampa, FL 33602 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1300132 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Sacha Dyson and my relationship to the entity named above is Shareholder.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Sacha Dyson November 12, 2020
Signature Date:

STATE OF FLORIDA
COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 12th day of November, 2020 and is personally known to me, or has provided _____ as identification.

Debra A Gilley
Notary Signature



My Commission expires: _____
DEBRA A GILLEY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG917819
Expires 9/30/2023

THIS FORM MUST BE INCLUDED WITH PROPOSAL

Exhibit G - Non-Collusion Affidavit

CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES

EXHIBIT "G"

Non-Collusion Affidavit

This sworn statement is submitted with Bid, Proposal or Contract for RFP 21-01 Labor Attorney Services

This sworn statement is submitted by (entity) GrayRobinson, P.A. whose business address is 401 East Jackson Street, Suite 2700, Tampa, FL 33602 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1300132 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Sacha Dyson and my relationship to the entity named above is Shareholder.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Sacha Dyson November 12, 2020
Signature Date:

STATE OF FLORIDA
COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 12th day of November, 2020, and is personally known to me, or has provided _____ as identification.

Debra A. Gilley
Notary Signature

My Commission expires: _____



DEBRA A. GILLEY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG917819
Expires 9/30/2023

THIS FORM MUST BE INCLUDED WITH PROPOSAL

Exhibit H - Disputes Disclosure

CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

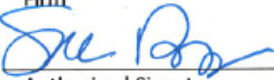
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts will be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

GrayRobinson, P.A.

Firm

November 12, 2020

Date


Authorized Signature

Sacha Dyson, Shareholder

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

Addendum No. 1

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 21-01 LABOR ATTORNEY SERVICES**

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **RFP 21-01**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the proposal. Failure to do so may disqualify the proposal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Sacha Dyson **TITLE:** Shareholder

ADDRESS: 401 East Jackson Street, Suite 2700

CITY: Tampa **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** November 2, 2020

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 21-01 LABOR ATTORNEY SERVICES**

1. The minimum qualifications listed on page 7 of the RFP states that the proposed lead labor attorney must be "board Certified by the Florida Bar in Labor and Employment". Would the City consider an exemption to this requirement? **Yes, the City will accept proposals even if there are no Board-Certified Attorneys in Labor and Employment Law**
2. The City anticipates a three-year initial service agreement. In order to submit a meaningful fee proposal, does the City anticipate the same level of support and services in year two and three of the agreement? **Yes, the City will need the same services every year for 3 years.**
3. Does the City have planned projects or changes that would affect the type and/or volume of labor and employment services going forward? **No changes expected or planned.**

RESPONSE TO RFP#: 21-01 FOR LABOR ATTORNEY SERVICES

City of Fernandina Beach

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Tab E:	Exhibits	11
Appendix A:	Attorney Biographies	
Appendix B:	Acknowledgement of Addendum No. 1	

EXHIBIT A: COVER LETTER AND CONTACT SHEET



Jackson Lewis P.C.
501 Riverside Avenue, Suite 902
Jacksonville FL 32202
(904) 638-2655 Main
(904) 638-2656 Fax
jacksonlewis.com

November 16, 2020

City of Fernandina Beach
City Clerk's Office
Labor Attorney Services - RFP 21-01
204 Ash Street
Fernandina Beach, FL 32034

Re: Jackson Lewis' Response to the City of Fernandina Beach's RFP # 21-01 for Labor Attorney Legal Services

Dear Sir or Madam:

We greatly appreciate the opportunity to provide the City of Fernandina Beach with a response to your request for proposal (RFP) # 21-01 for Labor Attorney Legal Services. Our response addresses the specific areas of inquiry in your RFP, as well as how we will build an ongoing relationship with the City to meet all of your labor and employment law needs.

The information contained in this proposal is true and accurate to the best of our knowledge. We understand that our proposal will be considered binding and in effect for a period of 90 calendar days following the proposal. I am authorized to negotiate and execute any contract on behalf of Jackson Lewis, P.C. (Tax I.D. # 46-3862389) and will be the contact for any clarification regarding this engagement by the firm.

Sincerely,

A handwritten signature in black ink, appearing to be "BH" or "B. Hayden", written over a horizontal line.

JACKSON LEWIS P.C.

Brian Hayden
Senior Associate

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "A"

CONTACT SHEET

Name: Brian L Hayden

Federal Taxpayer ID: 46-3862389

Mailing Address: Jackson Lewis P.C. 501 Riverside Avenue, Suite 902

City, State, & Zip Code: Jacksonville, FL 32202

Telephone: (904) 638-2655 **Fax:** (904) 638-2656

Email: Brian.Hayden@jacksonlewis.com

Submitted By: Brian L Hayden

Title: Associate

ATTORNEY/FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Brian L Hayden **Title:** Associate

Email Address: Brian.Hayden@jacksonlewis.com **Phone:** (904) 638-2655

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

TAB A: ATTORNEY / FIRM INFORMATION

- **Overview of Attorney / Firm**

For more than 60 years, Jackson Lewis has been at the forefront of defending employers in labor and employment law. Every Jackson Lewis decision is backed by 950 practitioners who live and breathe labor and employment law every day. Our depth and breadth span across state and local geographies, industries, and specific areas of legal practice. Moreover, the firm has attorneys who worked for the Department of Labor (DOL), Department of Justice (DOJ), Department of Homeland Security (DHS), National Labor Relations Board (NLRB) and numerous state and federal agencies, as well as others who have worked as in-house counsel, whose valuable experience provides critical insight from the “in-house” perspective.

The firm has significant experience in representing public sector clients in labor and employment law matters in Florida. Our firm’s public sector representations include large and small cities, counties, housing and port authorities, transit agencies, school districts, park and recreation districts and other special districts. We represent these agencies in a wide variety of labor and employment matters, including advice and counsel matters, labor relations (including labor negotiations, grievance processing and arbitrations), administrative proceedings (including complaints filed with the Public Employment Relations Board, investigations conducted by the DOL, and charges filed with federal and state anti-discrimination agencies), and litigation before both federal and state courts.

Jackson Lewis’ close proximity to the City ensures that any issues that arise will receive our close, personal attention, and the hand-off of data and documents, and interviews with key employees will occur efficiently and with minimal business disruption. The City will benefit from our:

- Valuable, historical perspective of labor and employment law relations for public employers in Florida and nationwide;
- Wealth of internal knowledge regarding relevant unions and their strategies;
- Strong working relationships with senior agency and union leadership, both in Florida and nationally; and
- Unique insights of more than 30 Jackson Lewis attorneys who formally served with the NLRB.

Based on our experience working with public sector clients and our current understanding of the City’s needs, we provide advice, counsel, and representation in the following areas:

- Laws against discrimination (federal and state);
- Methods to avoid civil litigation;
- Labor negotiations, arbitrations;
- Unfair labor practices;
- PERC proceedings;
- Advice and counseling;
- Employment litigation; and
- Personnel actions, policies, and procedures.

Daily Advice and Preventive Counsel

We provide expert advice and counsel on any subject related to workplace law. We offer a variety of preventive tools, knowledge, and resources that tailored to address each client's specific needs. For example, a General Employment Practices Audit may include comprehensively reviewing key phases of the employment relationship, from hiring, compensation, and pay practices to performance management and termination. Such employment practices have significant employee relations impacts and—not surprisingly—one or more of these subjects typically is at the core of every multi-party EEO and/or wage and hour complaint. We can use these resources as preventive medicine to avoid expensive litigation altogether, while simultaneously helping to build a better workforce.

General Employment Litigation

Jackson Lewis has one of the most active employment litigation practices in the world, with a current caseload of more than 6,000 litigations and approximately 800 class actions. Our national presence provides ready access to the latest resources and best practices, while our local offices provide insight into local legal landscapes and practices in courts throughout the country. At the outset of each new matter, we help clients understand the risks, likely costs of alternative approaches, and relative benefits of litigation versus settlement. We have substantial trial experience, and employers can rest assured that we will pull out all the stops to try cases when your matter and your definition of “win” deem that strategy necessary and appropriate.

Labor and Preventive Practices

Jackson Lewis has a long history of representing city, county, state, and federal government employers in a broad range of labor and employment related matters, including:

- Collective bargaining involving multiple bargaining units;
- Arbitrations, grievances and administrative proceedings;
- Labor relations and preventive issues;
- Handbook reviews and compliance matters;
- Discrimination and wrongful discharge complaints; and
- General advice and counsel on labor relations, among others.

The proposed team, led by Brian Hayden, with the support of seasoned labor attorney Bill Moseley, are proficient in representing public employers and other municipalities. Brian will also draw on the local and national experience of 150 labor attorneys in the firm's Labor and Preventive Practices Group.

We will bring to bear the following labor experience to the City's benefit:

- Representation during collective bargaining negotiations (depending upon the City's needs, we can serve as lead negotiator at the table or behind the scenes);
- Provide advice concerning existing contract provisions which may require modification based on changes in the law, bargaining trends, and economic changes.

- Meet with members of the management team to provide input concerning appropriate strategies to achieve collective bargaining goals;
- Provide advice regarding making and responding to requests for information;
- Provide advice regarding lawful communications with employees, the press, or other appropriate parties about negotiations;
- Advise and/or represent employers if and when federal, state, or city mediators become involved in the bargaining process;
- Work with union representatives to find common solutions to difficult problems which arise during the bargaining process;
- Develop strike contingency plans to minimize the impact of an actual or threatened work stoppage or interference with operations; and
- Provide advice and counsel in responding to unfair labor practice charges and work with union representatives to find common solutions to challenging issues.

Public Sector

The basics of labor and employment law are universal, but the public sector employer is governed by a set of laws, regulations, requirements, and practices that are unique. Our proposed team and other firm's public sector-focused attorneys are experienced in working with public employers, from large to small cities, towns, counties, public safety and public service authorities, governmental agencies, school districts, park and recreation districts, and related public employer management. We provide legal advice and counsel across a variety of labor and employment matters, including employee discipline; civil service matters; processing unit modification petitions; workforce reductions and reorganizations; and the entire range of pre- and post-hire employee relations issues. In addition to traditional public sector labor, our attorneys also represent public employers in employment litigation matters including:

- Defense of First and Fourteenth Amendment litigation alleging retaliatory or discriminatory conduct in violation of constitutional rights;
- Defense of litigation alleging breach of contract for failure to hire, wrongful termination, and failure to reinstate;
- Defense of Title VII, ADA, ADEA and other litigation alleging retaliation or discrimination;
- Compliance with FLSA and other wage/hour and related issues; and
- Disciplinary proceedings, disability-related hearings, and civil service matters.

Workplace Training

Workplace Training has long been a cornerstone of Jackson Lewis' preventive strategy. We offer various interactive training options, from live in-person trainings and simulations, to live webinars and e-training platforms. Our industry and practice specific attorneys training strategies who help employers collaborate with clients to develop the best approach for their workplace and how to anticipate the workplace law of tomorrow. We tailor each training program to suit our clients' objectives and regularly conduct training on a variety of topics.

- **Experience**

We have a wealth of national and Florida-specific experience in workplace law and successes in local and national representation of public sector entities, including cities counties, municipalities, public benefit corporations, villages, towns, community colleges, school districts, and related entities in all areas of labor and employment relations. We have represented cities and counties in such matters as employment litigation, traditional labor law, contract negotiations, mediations, disciplinary proceedings, FLSA, FMLA, Americans with Disabilities Act (ADA), and HIPAA, pension and benefit issues, and discrimination claims. Jackson Lewis is known in Florida and nationwide for training programs that provide preventive solutions for our public sector clients.

Along these lines, we have extensive experience defending individual lawsuits and class actions alleging discrimination and related tort claims. We have represented public employers in Florida in employment matters, including City of Jacksonville, City of Lynn Haven, among others. We also represent Florida Agricultural and Mining University, the Jacksonville Transportation Authority, the City of Jacksonville, the JEA, the Duval County School District, Palm Tran, and the South Florida Regional Transportation Authority. In addition to defending lawsuits, handling traditional labor matters, and providing advice to our public clients on general employment and labor laws, these lawyers have vast experience litigating and providing advice on constitutional law and Florida statutory issues and relevant labor laws unique to public entities. These include, for example, employee First Amendment and due process rights and claims filed under 42 U.S.C. § 1983. With respect to Florida law, our Florida lawyers routinely deal with issues arising under the Florida's Public Sector Whistleblower Act. Finally, our Florida attorneys have conducted dozens of internal investigations for private and public employers concerning allegations of harassment, discrimination, or workplace disruption.

In addition, the proposed team and our Florida attorneys have achieved a tremendous amount of success in litigating against Florida firms, including obtaining numerous orders on summary judgment, dismissals, and favorable settlements at mediation. Indeed, the effectiveness of our Jacksonville and firm attorneys in litigating against these firms has required those firms to alter the way in which they litigate and mediate. We have been able to leverage their expertise and experience in litigating against these firms to the benefit of our clients.

Team Experience

We propose that **Brian Hayden**, a Senior Associate in our Jacksonville office, serve as the Relationship Manager for all City matters. Brian has over 10 years of experience providing advice and counsel to cities throughout North and Central Florida on a broad range of labor and employment law matters. Brian is a trusted advisor who provides practical legal advice to clients on a wide range of complex and evolving employment law issues. He routinely conducts investigations on behalf of companies and public entities related to allegations of harassment, discrimination, retaliation, wage-hour violations, and other confidential personnel matters. Brian frequently lectures and provides management and employee training on various employment-related topics, including sexual harassment prevention, leave policies, and employment law compliance. He also reviews and drafts employment-related policies and agreements. In addition, Brian has past experience representing the City of Perry, Haines City, and the City of Fernandina Beach, among

William Moseley, Principal in our Jacksonville office, is a veteran attorney with over 20 years of experience in providing counsel to public entities, including cities, counties, and state agencies and authorities. He serves as General Counsel and/or Labor and Employment Counsel to seventeen transit authorities across the United States. Prior to joining Jackson Lewis, he worked as the Chief of Staff and the Director of Legal Services for the Jacksonville Transportation Authority (JTA), which included oversight of all JTA legal affairs; providing legal support to the Board of Directors, CEO and VP's and their departments; and serving as a Member of the Executive Leadership Team.

The *Jacksonville Business Chronicle* named JTA the turnaround company of the year in 2014 and the American Public Transportation Authority honored JTA with the Outstanding Public Transportation Achievement Award for 2016 for the successful completion of these (and other) initiatives. Bill was Chairman of the Board of Directors of MARTA (2000-2002) and served on the Board from 1997- 2002. During his three-year service as Chairman at MARTA, he presided over the opening of two new MARTA rail stations (North Springs and Sandy Springs) costing over \$500 million; led the Board in the hiring of a new CEO; and initiated construction of the \$380 million Armour Yard Rail Facility.

In addition, he helped secure approval of an historic agreement with the Georgia Regional Transportation Authority to operate a passenger bus service for Clayton County, Georgia; led the Board in the conversion of Laredo Diesel Fuel facility to a Compressed Natural Gas Facility; led the Board in the adoption of the development program for the largest transit oriented development project (at that time) in the U.S. with a budget of \$401 million; helped implement the first transportation partnership between a national airport (Hartsfield-Jackson) and an international airline (Delta) which resulted in a 4.3% ridership increase to the MARTA Airport station; and, led the Board as it adopted an historic strategy for future rail expansion in three directions within the MARTA service area.

- **References**

Provide three municipal references for the lead Attorney (inclusion of the reference in your proposal is also agreement that the City may contact the named reference).

City of Jacksonville

Sean Granat
Deputy General Council
(904) 255-5061
sgranat@coj.net

Jacksonville Transportation Authority

Cleveland Ferguson
Senior Vice President/CAO
(904) 632-5245
cferguson@jtafla.com

Metropolitan Atlanta Rapid Transit Authority

Elizabeth O'Neill
Associate Vice President and Chief Counsel
404-848-5184
emoneill@itsmarta.com

TAB B: PROPOSED ATTORNEY / FIRM

As the primary contact and lead attorney for the City, **Brian Hayden** will ensure

- All attorneys working on City matters understand you, your culture and your goals;
- There is a coordinated and consistent approach to our representation;
- We assign attorneys with appropriate skills sets and experience;
- The City's outside counsel guidelines are adhered to strictly;
- Attorneys and staff are always available to ensure maximum responsiveness to your needs; and
- The team is informed of all City developments and initiatives.

In addition, **Bill Moseley** will be a key member of the team. See our response above under "Experience" for further details on Brian and Bill's experience. Attorney biographies are also included in the Appendix.

- **Certifications**

Per the City's response from Wanda Weaks, Purchasing Agent, on November 12, 2020 to our clarification question, the City will accept proposals even if there are no Board-Certified Attorneys in Labor and Employment Law.

- **Accessibility and Responsiveness**

It is a Jackson Lewis goal to truly "partner" with our clients and – in a sense – become extensions of them. Jackson Lewis places great emphasis on being accessible and responsive to our clients on a 24/7/365 basis. You will have unlimited access to the City/Jackson Lewis team to discuss any issues that may arise related to our work.

TAB C: PROPOSED COMPENSATION

Proposed Compensation

Propose a compensation package inclusive of all service costs (include any travel reimbursement and expenses expected). The City of Fernandina Beach will select a finalist by considering the proposed compensation package as a *best and final offer*; although, it reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the City, including cost.

The City anticipates a three-year initial service agreement. Continuation of the service contract will require City Commission approval. Submitting firms are expected to submit a proposed service agreement for services with their proposal. The proposed service agreement shall include proposals for compensation (hourly rates for all staff, etc., and travel rates, if any). The City reserves the right to revise the stated contract terms and conditions prior to the Labor Attorney and City executing the agreement. The Labor Attorney shall serve at the pleasure of the City and be subject to removal, with or without cause, at any time during the term of the service agreement, by the City Commission.

Jackson Lewis is pleased to offer the City the following hourly rates.

Attorney Name	Title	Location	Hourly Rate	City Discounted Rate
Brian Hayden	Associate	Jacksonville	\$325	\$260
William Moseley	Principal	Jacksonville	\$450	\$260

Alternative Fee Arrangements

Through open and honest communication, we create highly tailored, value-based fee arrangements that are in alignment with our clients' goals, including arrangements such as:

- *Annual fee arrangements* that provide a predictable cost stream throughout the year with increased budget certainty.
- *Flat-fee and portfolio pricing* are implemented by providing a set price for the scope of work entailed.
- *Capped fees where* the firm bills hourly rates for our services up to a maximum dollar amount.
- *Phased fees* for stages of litigation matters, from filing through summary judgment.
- Individually tailored combinations of the above.

Other Fees and Costs

Third party vendors, charges should be paid directly by the client. Litigation support charges vary per task and specific matter. We would not charge for travel to cities, such as Jacksonville, in which we have offices.

**TAB D: CERTIFICATES OF INSURANCE: PROFESSIONAL LIABILITY, GENERAL
LIABILITY AND WORKERS COMP**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crystal IBC LLC 32 Old Slip New York NY 10005	CONTACT NAME: James Biernat PHONE (A/C, No, Ext): 415-946-7500 E-MAIL ADDRESS: james.biernat@alliant.com FAX (A/C, No):
INSURED Jackson Lewis P.C. 1133 Westchester Avenue, Suite S125 West Harrison NY 10604	INSURER(S) AFFORDING COVERAGE INSURER A: Great Northern Insurance Compa INSURER B: Federal Insurance Company INSURER C: Pacific Indemnity Company INSURER D: INSURER E: INSURER F:

License#: 0C36861

JACKLE2

COVERAGES**CERTIFICATE NUMBER:** 2024701697**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☒ OTHER: \$20,000,000 max	Y	Y	35899827	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	73557142	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☐ RETENTION \$ 10,000	Y	Y	79874639	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71738355	5/1/2020	5/1/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COVERAGE APPLIES AS REQUIRED BY WRITTEN CONTRACT

The City of Fernandina Beach is included as additional insured on a primary and non-contributory basis as respects general liability, automobile, and umbrella coverage as required by written contract. A waiver of subrogation applies as required by written contract. A thirty (30) day notice of cancellation will be provided in accordance with policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

The City of Fernandina Beach
Attn: Barbara French
204 Ash Street
Fernandina Beach FL 32034

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Endorsement

<i>Policy Period</i>	MAY 1, 2020 TO MAY 1, 2021
<i>Effective Date</i>	MAY 1, 2020
<i>Policy Number</i>	3589-98-27 DTO
<i>Insured</i>	JACKSON LEWIS P.C.
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	MAY 15, 2020

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



TAB E: EXHIBITS

Exhibit A Contact Sheet
Exhibit B Public Entity Crimes Statement
Exhibit C Drug Free Workplace Certification
Exhibit D E-Verify Statement
Exhibit E Proposer Acknowledgements and Agreements
Exhibit F Conflict of Interest
Exhibit G Non-Collusion Affidavit
Exhibit H Disputes Disclosure

CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP #21-01.
2. This sworn statement is submitted by (entity) Jackson Lewis P.C. whose business address is 501 Riverside Avenue, Suite 902, Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 46-3862389 (If a Sole Proprietor and you have no FEIN, include the last four digits of your Social Security Number: _____.)
3. My name is Brian Hayden and my relationship to the entity named above is Associate.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, will be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months will be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted ATTORNEY/FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted ATTORNEY/FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted ATTORNEY/FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

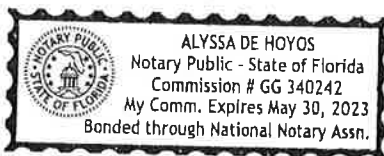
Date:

STATE OF FLORIDA

COUNTY OF St. Johns

Brigit L. Hayden

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Brigit L. Hayden who, after first being sworn by me, affixed his/her signature at the space provided above on this 16 day of November, 2020, and is personally known to me, or has provided Driver License as identification.



Notary Public

My Commission expires: May 30, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed ATTORNEY/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

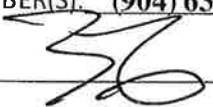
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: **Jackson Lewis P.C**

CITY: **Jacksonville** STATE: **FL** ZIP CODE: **32202**

TELEPHONE NUMBER(S): **(904) 638-2655**

SIGNATURE: 

NAME (TYPED OR PRINTED): **Brian L Hayden** TITLE: **Associate**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "D"



CITY OF FERNANDINA BEACH

E-VERIFY STATEMENT

Bid/Proposal Number: RFP #21-01

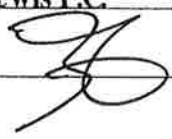
Project Description: Labor and Employment Legal Services

ATTORNEY/FIRM acknowledges and agrees to the following:

ATTORNEY/FIRM will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the ATTORNEY/FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the ATTORNEY/FIRM to perform work pursuant to the contract with the Department.

Company/Firm: Jackson Lewis P.C.

Authorized Signature: 

Title: Associate

Date: 11/16/20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "E"

Proposer Acknowledgements and Agreements

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: FIRM INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED LABOR ATTORNEY TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: ACCESSIBILITY AND RESPONSIVENESS
Understands and agrees to all terms.
7. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Brian L. Hayden Title: Associate

Signature:  Date: 11/16/20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

**EXHIBIT "F"
CONFLICT OF INTEREST STATEMENT**

This sworn statement is submitted with Bid, Proposal or Contract for RFP #21-01.

This sworn statement is submitted by (entity) Jackson Lewis P.C. whose business address is 11 Riverside Avenue, Suite 902 Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 46-3862389 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Brian Hayden and my relationship to the entity named above is Associate.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature

Date:

11/16/20

STATE OF FLORIDA
COUNTY OF St. Johns

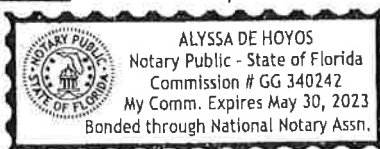
Brian L Hayden

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 16th day of November, 2020, and is personally known to me, or has provided Driver License as identification.

Notary Signature

My Commission expires:

May 30, 2023



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "G"

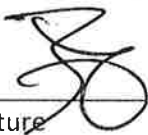
Non-Collusion Affidavit

This sworn statement is submitted with Bid, Proposal or Contract for RFP #21-01.

This sworn statement is submitted by (entity) Jackson Lewis P.C. whose business address is 11 Riverside Avenue, Suite 902 Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 46-3862389 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Brian Hayden and my relationship to the entity named above is Associate.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature  Date: 11/16/20

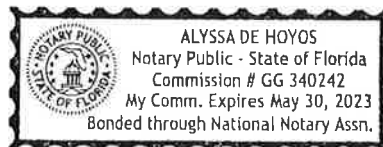
STATE OF FLORIDA
COUNTY OF St. Johns

Brian L.
Hayden

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 16th day of November, 2020, and is personally known to me, or has provided Driver License as identification. SD


Notary Signature

My Commission expires: May 30, 2023



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts will be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Jackson Lewis P.C.

Firm

11/16/20
Date


Authorized Signature

Brian L. Hayden

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

APPENDIX A: ATTORNEY BIOGRAPHIES



Brian L. Hayden

Senior Associate
Jacksonville

P 904-638-2655

F 904-638-2656

Brian.Hayden@jacksonlewis.com

Practices

- General Employment Litigation
- Workplace Training

Education

- University of Florida Levin College of Law, J.D., 2008
- Yale University, B.A., 1998

Admitted to Practice

- 11th Circuit Court of Appeals, 2012
- Florida - M.D. Fla., 2010
- Florida - N.D. Fla., 2010
- Florida - S.D. Fla., 2009
- Florida, 2008

Brian L. Hayden has over 10 years of experience providing advice and counsel to cities throughout North and Central Florida on a broad range of topics, including a focus on labor and employment law issues. In this regard, Brian is a trusted advisor who provides practical legal advice to on a wide range of complex and evolving employment law issues. He routinely conducts investigations on behalf of companies and public entities related to allegations of harassment, discrimination, retaliation, wage-hour violations, and other confidential personnel matters. Brian frequently lectures and provides management and employee training on various employment-related topics, including sexual harassment prevention, leave policies, and employment law compliance. He also reviews and drafts employment-related policies and agreements. In addition, Brian regularly updates employers on the latest developments in employment law, including drug testing, the impact of recreational marijuana laws, arbitration, pay equity/salary ban legislation, and sick pay.

Brian also has an active litigation practice. Since 2010, he has successfully defended employers in state and federal court and administrative actions, including race, gender, religious, national origin, age, and disability discrimination; sexual harassment; retaliation; wage and hour; breach of contract; and claims involving restrictive covenants and trade secrets. Brian works diligently to resolve matters early in litigation when possible, but has also tried jury and bench trials before federal and state courts and arbitration panels. He has also handled appellate matters in Florida's district courts of appeal and the United States Eleventh Circuit Court of Appeals.

Prior to attending law school at the University of Florida, Brian worked as a Series 7 and 63 licensed securities trader in New York City. He also worked as a volunteer in Poland for the United States

Peace Corps immediately following his graduation from Yale University, where he obtained a bachelor's degree in Philosophy.

Honors and Recognitions



Professional Associations and Activities

- Chester Bedell American Inn of Court
- National Asian Pacific American Bar Association (NAPABA)
- Jacksonville Asian American Bar Association (JAABA)
- Jacksonville Bar Association

Pro Bono and Community Involvement

- Yale Alumni Schools Committee



William R. Moseley

Principal
Jacksonville*

*Admitted only in GA

P 904-638-2653

F 904-638-2656

William.Moseley@jacksonlewis.com

Practices

- Labor and Preventive Practices

Education

- Emory University
School of Law, J.D., 1983
- St. Andrews Presbyterian College, B.A.,
1980, *cum laude*

Admitted to Practice

- Georgia - M.D. Ga., 1985
- Georgia - N.D. Ga., 1984
- Georgia - S.D. Ga., 2016
- Georgia, 1983

William R. Moseley focuses on representing employers in workplace law matters, including preventive advice and counsel, collective bargaining and corporate governance.

William has a particular interest in the public sector with an emphasis on public transportation. He currently serves as general counsel, counsel, and/or labor and employment counsel to numerous public transportation authorities across the United States.

William has extensive experience in negotiating labor contracts. His practice includes representing management in labor arbitrations and other grievance resolution proceedings, in National Labor Relations Board and state board charges (both as charging party and respondent) and identifying and resolving union-management conflicts before they escalate.

Prior to joining Jackson Lewis, William worked as the Chief of Staff and the Director of Legal Services for the Jacksonville Transportation Authority (JTA) where he had oversight of all legal affairs of the Authority. During his time at the JTA, the *Jacksonville Business Chronicle* named JTA the turnaround company of the year and the American Public Transportation Authority honored JTA with the Outstanding Public Transportation Achievement Award.

In addition, William was previously the chairman of the Board of Directors of the Metropolitan Atlanta Rapid Transit Authority (MARTA). During his tenure as chairman at MARTA, he presided over the opening of two new rail stations, led the Board in the hiring of a new CEO and led the Board in the adoption of the development program for Lindbergh Center, largest transit oriented development project (at that time) in the U.S. with a budget of \$401 million.

Honors and Recognitions

- North Georgia Civitans, Founders Award
- Civitan Foundation, Awarded Life Membership

Professional Associations and Activities

- State Bar of Georgia

Pro Bono and Community Involvement

- American Public Transportation Association, Board of Directors
- American Public Transportation Association, Legal Affairs Committee - Vice Chairman
- American Public Transportation Association, Nominating Committee
- American Public Transportation Association, Emerging Leaders Program Committee
- American Public Transportation Foundation, Board of Directors
- Atlanta Regional Commission's Transportation and Air Quality Committee
- Atlanta Urban Design Commission
- Central Atlanta Progress, Board Member
- Emory University, Board of Visitors
- Grady Health System, Board of Visitors
- MARTA, Former Chairman of the Board of Directors
- Presbyterian Church, Elder
- Regional Leadership Institute
- Rotary Club of Jacksonville
- St. Andrews Presbyterian College, Board Member

Published Works

- "Developing a Pandemic Virus Service Restoration Checklist" - *APTA Standards Development Program White Paper* (2020) [Co-author]

Speeches and Presentations

- "Legal Issues of Our Transit Systems During and After Recovery from the Pandemic," Transportation Research Board 59th Law Workshop (Virtual Meeting, September 2020)

- “Collective Bargaining and the FLSA – Properly Paying Overtime,” American Public Transportation Association Legal Affairs Seminar (San Diego, CA, February 2020) (presenter)
- “Transit Board of Directors – Responsibilities & Duties,” APTA Transit Board Members and Administrators Seminar (Jacksonville, FL, July 2019) (presenter)
- “Use of Business Intelligence to Achieve Financial Incentives in Collective Bargaining Agreements – One Authority’s Experience,” American Public Transportation Association Legal Affairs Seminar (Palm Springs, CA, February 2018) (presenter)
- “Big Brother in the Sunshine: How to Balance the Demands of Transparency, Privacy, and Public Records Law in the Age of Drones, Videos, and Body Cams – Labor and Employment Issues,” Transportation Research Board Annual Meeting (Washington, D.C., January 2017) (presenter)
- “Labor Law Update,” Florida Public Transportation Association Annual Meeting (Jacksonville, FL, December 2016) (presenter)
- “The Federal Rail Safety Act – Recent Developments,” Industrial Sector Organizations Conference (Las Vegas, NV, July 2015) (presenter)

APPENDIX B: ACKNOWLEDGEMENT OF ADDENDUM NO. 1

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 21-01 LABOR ATTORNEY SERVICES

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

ADDENDUM No. 1

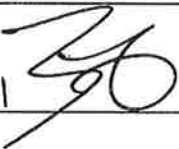
The following changes are applicable to the original documents and specifications of **RFP 21-01**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the proposal. Failure to do so may disqualify the proposal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Brian Hayden **TITLE:** Associate

ADDRESS: 501 Riverside Avenue

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 11/16/20

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

JACKSON LEWIS P.C.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1133 WESTCHESTER AVE, SUITE S125

6 City, state, and ZIP code

WEST HARRISON, NY 10604

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 6 - 3 8 6 2 3 8 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

[Signature]

Date ►

1/6/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.



Request for Proposal 20-01
Labor Attorney Services
City of Fernandina Beach, FL

November 17, 2020

Brett Schneider, Partner
bschneider@wsh-law.com
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432

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Proposal Tab B – Proposed Attorney/Firm	11
Proposal Tab C – Proposed Compensation.....	18
Proposal Tab D – Certificates of Insurance.....	19
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**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

ce

EXHIBIT "A"

CONTACT SHEET

Name: Brett J. Schneider, Esq.

Federal Taxpayer ID: 20-8112403

Mailing Address: 1200 N Federal Hwy, Suite 312

City, State, & Zip Code: Boca Raton, Florida 33432

Telephone: 561-835-2111 **Fax:** 954-764-7770

Email: bschneider@wsh-law.com

Submitted By: Brett J. Schneider , Esq.

Title: Partner, Chair of Labor & Employment Division, Palm Beach Office Managing Director

ATTORNEY/FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: June Ubersox **Title:** Director of Billing

Email Address: jubersox@wsh-law.com **Phone:** 305-854-0800

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



BRETT SCHNEIDER, PARTNER
bschneider@wsh-law.com

November 17, 2020

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034

RE: RFP 21-01 Labor Attorney Services

To Whom It May Concern:

The law firm of Weiss Serota Helfman Cole + Bierman, P.L. (the "Firm") is pleased to submit its proposal to provide Labor Attorney services to the City of Fernandina Beach (the "City"). We are ready to commit an experienced, hands-on team to provide strategic advice, around-the-clock responsiveness and cost-effective execution in all labor assignments listed under the Scope of Services.

We are ideally positioned to represent the City because of our:

Extensive municipal labor & employment experience. We are one of the most trusted and experienced law firms in Florida focused upon the representation of municipalities as outside labor counsel. We counsel employers and municipalities at all stages of the employer-employee relationship, from compensation, benefits, hiring, employee disciplinary actions, to termination with the goal of providing practical advice that takes into account your objectives and of minimizing the City's liability. Our attorneys constantly monitor the ever-changing legal landscape of employment law at both the federal and state level and ready to handle your issues efficiently and without hesitation.

The Firm has extensive experience litigating and arbitrating cases on behalf of local government entities and in handling collective bargaining negotiations on behalf of municipalities. We represent public sector entities throughout the State of Florida, including, but not limited to, the City of Dunedin, Safety Harbor, the City of Marco Island and North Collier Fire District, just to name a few. Our philosophy is to vigorously pursue the course of action directed by the City while carefully reviewing each claim and analyzing the risk/liability exposure and make careful recommendations in order to avoid litigation. Should litigation arise, our team also has significant experience defending public employers in discrimination, retaliation and harassment claims brought under Title VII of the Civil Rights Act of 1964 and the Florida Civil Rights Act as well as claims for unpaid wages under the Fair Labor Standards Act, workers' compensation claims and unemployment claims.

Dynamic and talented team. We believe in efficient staffing, with each lawyer given principal responsibility for specific areas maximizing the use of their individual expertise and thus ensuring cost effectiveness. The team will be led by Brett Schneider, the Firm's Chair of the Labor & Employment Division and is uniquely qualified to advise on all employment matters for the City. He

has more than 20 years of experience with an emphasis in representing governmental employers. Brett is a member in good standing of the Florida Bar and is Board Certified in Labor and Employment Law. Brett also has earned the Senior Professional in Human Resources designation from the Human Resources Certification Institute and the SHRM-Senior Professional designation from the Society for Human Resources Management. Brett will be supported by Milton Collins and Brooke Ehrlich who are well-versed in labor and employment matters and represent various municipalities as outside counsel throughout the State. Milton brings more than 16 years of experience and Brooke more than 12 years. Our team members are in good standing with the Florida Bar and are eligible to practice law in the State of Florida. Additional information about the proposed team can be found in Proposal Tab A.

We appreciate the City's interest in considering our Firm and we look forward to a favorable review of this submittal and remain available to answer any questions you may have.

Very truly yours,



Brett J. Schneider

Proposal Tab A – Attorney/Firm Information

Firm Overview

Our firm is the product of innovative thinking. In 1991, our founders saw a need in the South Florida legal market for a high-end, boutique firm dedicated to a small number of integrated practice areas focusing on the government sector. We continue to outpace sophisticated market players with focused practice groups, teamwork and a zealous commitment to our clients. Our primary practice divisions are Business Transactions, Government, Labor and Employment, Litigation, and Property. Detailed practice descriptions that satisfy the Scope of Services can be found in this Tab.

We have grown to over 70 lawyers who maintain an ethical and people-focused business model that puts our clients' needs at the heart of our practice. We are committed to creative problem solving for our clients while maintaining respect for the finest principles of traditional legal practice. Although in early all of our attorney are now working remotely as a result of COVID, Our Firm has four offices located in Miami, Ft. Lauderdale, Boca Raton and Tampa, FL.

Our lawyers have excelled at top-ranked law schools, trained at large international firms, and cultivated years of integral relationships with State and local government officials and decision-makers. As leaders in their areas of law, they are frequent speakers, writers, and board members of bar and civic organizations.

We are AV rated by Martindale-Hubbell and, for years, have been ranked as a Tier-1 law firm by U.S. News Media Group and Best Lawyers® in our core practice areas. Select lawyers are also recognized by Chambers USA as "Leaders in their Field" in various practice areas.

Proposal Tab A – Attorney/Firm Information

Government Practice Experience

There are few firms in Florida that can match our experience counseling governments and representing private entities and individuals who do business with governmental entities at all levels of state and local government. We regularly advise local governments, elected officials, law enforcement personnel, and individual departments of local governments. The firm's "in the trenches" experience representing dozens of public sector clients, whether administratively or in litigation, along with our personal relationships with key decision-makers, gives us a unique insight that we can leverage to benefit all of our clients. We are ready to assist you in any conceivable governmental situation.

Labor & Employment Practice Experience

The Firm's labor and employment lawyers are available to provide the full suite of services needed by a public employer in Florida. We have a great deal of experience handling a wide array of employment law issues under Federal and Florida law and regularly address issues for our clients concerning compensation and benefits, hiring and firing and employee medical leave and related issues. We have a great deal of experience representing governmental clients before various state and local agencies, including the US Equal Employment Opportunity Commission, The Florida Commission on Human Relations and the Public Employees Relations Commission. Our team has extensive experience handling various labor and employment matters to over 30 governmental entities throughout the State, including over municipalities.

Our services and experience includes:

- Accessibility and Accommodations
- Agreements and Handbooks
- Counseling and Risk Management Services
- Employee Training
- Litigation Restrictive Covenants
- Pension Law
- Unemployment Claims
- Wage and Hour Claims and Audits
- Workplace Investigation
- Administrative Claims and Hearings
- Collective Bargaining
- Drug Testing
- Labor Negotiations, Arbitrations and Related Administrative Hearings
- Occupational Safety and Health
- PERC Proceedings
- Union Laws, Grievances, and Negotiations
- Workers Compensation

Proposal Tab A – Attorney/Firm Information

Our Governmental Clients and Experience

Our Firm has been engaged and an active participant in the growth and development of the following governmental entities or agencies.

- Broward County Housing Authority
- Broward Metropolitan Planning Organization
- City of Aventura
- City of Boca Raton
- City of Clermont
- City of Clewiston
- City of Deerfield CRA
- City of Delray Beach
- City of Doral
- City of Florida City
- City of Groveland
- City of Haines City
- City of Hallandale Beach
- City of Homestead
- City of Homestead
- City of Lake Worth Beach
- City of Lakeland
- City of Lauderdale Lakes
- City of Lighthouse Point
- City of Margate
- City of Miami
- City of Miami Gardens
- City of Miramar
- City of North Miami
- City of Oldsmar
- City of Opa Locka
- City of Parkland
- City of Riviera Beach
- City of Sebastian
- City of South Miami
- City of South Pasadena
- City of Sunrise
- City of Tamarac
- City of Temple Terrace
- Dania Beach Community Redevelopment Agency
- Florida League of Cities
- Glades Panel
- Hillsboro Inlet District
- Hillsborough County
- Homestead Affordable Housing, Inc.
- Broward County Planning Council
- City of Apopka
- City of Bradenton
- City of Dania Beach
- City of Deerfield Beach
- City of Dunedin
- City of Florida City
- City of Fort Lauderdale
- City of Fort Pierce
- City of Hollywood
- City of Lauderhill
- City of Marco Island
- City of Miami Beach
- City of Miramar
- City of Naples
- City of North Miami Beach
- City of North Port
- City of Parkland
- City of Plant City
- City of Pompano Beach
- City of Port Richey
- City of Port St. Lucie
- City of Sarasota
- City of South Pasadena
- City of St. Petersburg
- City of Sunny Isles
- City of Sweetwater
- City of West Palm Beach
- City of West Park
- City of Weston
- Civilian Investigative Panel
- Cooper City
- County of Osceola
- Delray Beach Housing Authority
- Delray Beach Housing Group
- Green Cove Springs
- Lauderhill Housing Authority
- Lee County School Board
- Manatee County
- Margate CRA

-
- Homestead Housing Authority
 - Lake Worth Beach CRA
 - Miami Shores Village
 - Miami-Dade County School Board
 - Miami-Dade Expressway Authority
 - Palm Beach Transportation Planning Agency
 - Plantation Acres Improvement District
 - Pompano Beach CRA
 - Port Tampa Bay
 - Sarasota County
 - Sarasota County School Board
 - Space Coast Transportation Planning Organization
 - Town of Cutler Bay
 - Town of Davie
 - Town of Davie CRA
 - Town of Kenneth City
 - Town of Malabar
 - Town of Manalapan
 - Village of Bal Harbour
 - Village of Indian Creek
 - Village of Miami Shores
 - Village of North Palm Beach
 - Martin County
 - Miami Dade College
 - North Collier Fire Control and Rescue District
 - Pembroke Pines
 - Sarasota/Manatee Metropolitan Planning Organization
 - School Board of Broward County
 - St. Lucie County
 - Town of Bay Harbor Islands
 - Town of Golden Beach
 - Town of Indialantic
 - Town of Lantana
 - Town of Lauderdale-By-The-Sea
 - Town of Medley
 - Town of Miami Lakes
 - Town of Palm Beach
 - Town of Surfside
 - Village of Islands Islamorada
 - Village of Key Biscayne
 - Village of Palmetto Bay
 - Village of Pinecrest
 - Village of Royal Palm Beach
 - Village of Virginia Gardens

Proposal Tab A – Attorney/Firm Information

References

The Firm provides the following references, which are current clients that the Firm has provided same or similar services.

1. **Theresa Smalling**
Director of Human Resources & Risk Management
City of Dunedin
P.O. Box 1348
550 Laura Lane
Dunedin, FL 34698
Phone: (727) 298-3040
Email: TSmalling@DunedinFL.Net

2. **Kimberly Nicholls**
Human Resources Director
City of Safety Harbor
750 Main Street
Safety Harbor, FL 34695
Phone: 727-724-1555, ext. 1407
Email: knicholls@cityofsafetyharbor.com

3. **Danielle Olson**
Director of Human Resources
Town of Palm Beach
360 South County Road
P.O. Box 2029
Palm Beach, FL 33480
Phone: 561-838-5450
Email: DOlson@TownofPalmBeach.com

Proposal Tab B – Proposed Attorney/Firm



Brett J. Schneider

Brett Schneider is the Managing Director of the Palm Beach office and chair of the firm's Labor and Employment Division. As a Florida Bar Board Certified attorney in Labor and Employment Law, Brett helps public and private sector employers resolve issues in a prompt and efficient manner.

Partner

Chair of Labor & Employment Group,
Managing Director of Palm Beach
Office

E: bschneider@wsh-law.com

P: (561) 835-2111

1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432

Brett represents public sector employers in negotiating collective bargaining agreements, labor impasse proceedings, unfair labor practice proceedings and labor arbitrations. As workplace issues continue to evolve, he advises clients on employee drug testing (particularly with the legalization of medical marijuana in Florida), sexual harassment and employee medical issues. Brett provides pragmatic advice in line with his clients' business objectives.

Practice Areas

- Labor and Employment
- Accessibility and Accommodations
- Administrative Claims and Hearings
- Agreements and Handbooks
- Collective Bargaining
- Counseling and Risk Management Services
- Drug Testing
- Employee Training
- Labor Arbitrations and Related Administrative Hearings
- Litigation
- Occupational Safety and Health
- Restrictive Covenants
- Unemployment Claims
- Wage and Hour Claims and Audits
- Workers Compensation
- Workplace Investigation
- Labor and Employment Litigation

Brett handles employment litigation for public and private employers in matters arising under federal, state and local employment laws such as Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA) and the Florida Civil Rights Act (FCRA). Brett defends employers in wage and hour suits brought under the Fair Labor Standards Act (FLSA) and has successfully guided clients through Department of Labor Wage & Hour Audits. He also represents employers before federal, state and local administrative agencies such as the U.S. Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB) and the Florida Public Employees Relations Commission (PERC).

Certified by the HR Certification Institute and by the Society for Human Resource Management, Brett advises employers on human resources issues including personnel policies and procedures, discipline and discharge matters, drug and alcohol testing, employee privacy rights and educational and training programs for managers and supervisors. He works

Bar Admissions

- Florida, 2005
- New York, 1999
- District of Columbia, 2000
- U.S. District Court for the Southern District of Florida, 2005
- U.S. District Court for the Middle District of Florida, 2006
- U.S. District Court for the Southern District of New York, 2001
- U.S. District Court for the Eastern District of New York, 2002
- U.S. District Court for the Western District of New York, 2003
- U.S. Court of Appeals for the 11th Circuit, 2005

Education

- George Washington University Law School, J.D., *cum laude*, 1999
- Journal of International Law & Economics
- University of Maryland, B.A., Government and Politics, *with honors*, 1996
- Honors: Golden Key National Honor Society

closely with employers to ensure that their practices comply with federal, state and local laws.

Brett is a frequent speaker on labor and employment law and human resources matters, including the impact of the legalization of medical marijuana on Florida employers, the #metoo movement, and workplace violence.

Brett previously practiced labor and employment law at large national law firms in Washington D.C. and New York.

Professional & Community Involvement

- Human Resource Association of Broward County, 2008-present; Past-President, 2015; President, 2014; President-Elect, 2013; Legislative Affairs Director, 2011-2012
- The Cooperative Feeding Program, Board Member, 2010-2014
- Jewish Federation of South Palm Beach County, Young Adult Division, Board member, 2012-2014
- University of Maryland South Florida Alumni Association, 2010-Present
- Anti-Defamation League, Glass Leadership Institute, 2008
- Leadership Broward Foundation, Class XXIV, 2005-2006
- South Florida Touchdown Club Foundation, Board Secretary, 2005-2006

Awards & Recognition

- South Florida Legal Guide Top Lawyer, 2020
- Palm Beach Illustrated Top Lawyer- Labor & Employment 2019, 2020
- Florida Super Lawyers, 2018-present
- Florida Trend's Legal Elite, 2018-2019
- AV Preeminent Rating, Martindale-Hubbell, 2017-present
- South Florida Business Journal, Power Leaders in Law & Accounting, 2017
- Super Lawyers, Florida Rising Star, 2011-2014
- South Florida Legal Guide, Top Up and Comer, 2009

**Partner**

E: behrlich@wsh-law.com

P: (954) 763-4242

200 E. Broward Blvd., Suite 1900
Fort Lauderdale, FL 33301

Practice Areas

- Labor and Employment
- Accessibility and Accommodations
- Administrative Claims and Hearings
- Agreements and Handbooks
- Collective Bargaining
- Counseling and Risk Management Services
- Drug Testing
- Employee Training
- Labor Arbitrations and Related Administrative Hearings
- Litigation
- Occupational Safety and Health
- Restrictive Covenants
- Unemployment Claims
- Wage and Hour Claims and Audits
- Workers Compensation
- Workplace Investigation
- Administrative Proceedings
- Civil Rights and Torts
- Labor and Employment Litigation

Bar Admissions

- Florida, 2008
- U.S. District Court for the Southern District of Florida, 2009
- U.S. District Court for the Middle District of Florida

Brooke Ehrlich

Brooke Ehrlich handles labor and employment litigation, commercial litigation, and appellate matters. In the labor and employment field, Brooke represents public and private entities in discrimination charges pursuant to state and federal anti-discrimination and wage and hour laws, including Title VII, the FLSA, the ADEA, the Florida Civil Rights Act, and the Florida Whistle-blower's Act. She also advises local governments and corporate clients on employee discipline, retention and termination, employment manuals and policies, and contract interpretation.

Brooke is a frequent author and presenter on current topics in human resources, including employee use of social media, gender discrimination, and sexual harassment complaints in light of the #MeToo movement.

Prior to joining the firm, Brooke practiced for seven years as a civil litigator focusing on employment law, products liability, casualty, and commercial law. She graduated cum laude from Nova Southeastern University Law School, where she served as Articles Editor of the Journal of International and Comparative Law. She was also a research assistant and won the Book Award for Legal Research and Writing.

Professional & Community Involvement

- Broward County Bar Association
- The Florida Bar, Labor and Employment Law Section
- Human Resource Association of Broward County

Awards & Recognition

- Super Lawyers, Rising Star, 2012-2014, 2018

Publications

- [*Holiday Work Horror Stories From Parties Past*](#), Daily Business Review, December 19, 2018
- [*Ill-fated Handmaid's Tale costume a cautionary tale for employers*](#), My Palm Beach Post, September 26, 2018

- U.S. Circuit Court of Appeals for the Eleventh Circuit, 2011

Education

- Nova Southeastern University, J.D., *cum laude*, 2008
- Rollins College, B.A., *magna cum laude*, 2003

- [*Holiday Party Gone Wild? Avoiding Employment Liability*](#), Daily Business Review, December 14, 2016

Reported Cases

- *Moreira v. Sears, Roebuck and Co.*, 141 F. Supp. 3d 1335 (S.D. Fla. 2015), *aff'd* 652 Fed.Appx. 799 (11th Cir. 2016).
- *Llana-Aday v. District Bd. of Trustees of Miami-Dade College*, 2012 WL 5833612 (S.D. Fla. 2012).
- *Garcia v. Schindler Elevator Corp.*, 459 Fed. Appx. 865 (11th Cir. Fla. 2012).
- *Garcia v. Schindler Elevator Corp.*, 2011 WL 4591923 (S.D. Fla. 2011).
- *Miami-Dade County v. Schindler Elevator Corp.*, 2011 WL 765961 (S.D. Fla. 2011).

**Partner**

E: mcollins@wsh-law.com

P: (561) 835-2111

1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432

Practice Areas

- Municipal Counsel
- Labor and Employment
- Administrative Claims and Hearings
- Agreements and Handbooks
- Collective Bargaining
- Counseling and Risk Management Services
- Drug Testing
- Employee Training
- Labor Arbitrations and Related Administrative Hearings
- Litigation
- Occupational Safety and Health
- Restrictive Covenants
- Unemployment Claims
- Wage and Hour Claims and Audits
- Workplace Investigation

Bar Admissions

- Florida, 2004
- U.S. District Court for the Southern District of Florida, 2006

Education

- Washington & Lee University School of Law, J.D., 2004
- University of Buffalo, B.A., High Distinction, 1998

Milton R. Collins

Milton Collins practices in the areas of labor and employment, employee benefits, and local government law. In the labor and employment field, Milton guides clients in making employment decisions that can withstand judicial scrutiny. He handles grievance-arbitration matters involving contract interpretation and employee discipline. He has served as the chief negotiator in the collective bargaining process, resulting in the successful negotiation of several union contracts. Milton also handles discrimination charges and lawsuits filed pursuant to Title VII, the Florida Civil Rights Act, the Public Employees Relations Act, the ADEA, and the ADA. He provides labor and employee benefits advice and drafts policies on the FMLA, FLSA, PERA, HIPAA, state and federal discrimination laws, EEOC regulations.

Milton also provides counsel in the areas of Florida's public records act, local government Home Rule powers, and state pension laws.

Proposal Tab B – Proposed Attorney/Firm

Certifications

Lead attorney, Brett Schneider is Florida Bar Board Certified in Labor and Employment law and has more than 20 years of experience in representing public sector employers in a wide array of labor and employment law matters. Brett graduated from George Washington University Law School in 1999 and was admitted to the Florida Bar in 2005 after practicing in Washington, DC and New York, NY for the first six years of his career.

Both Milton Collins and Brooke Ehrlich focus their practice on labor and employment and regular advise local governments with respect to employment matters as outside counsel. Milton a graduate of Washington & Lee University School of Law and admitted to the Florida Bar. Brooke is a graduate of Nova Southeastern University Law School and admitted to the Florida Bar.

Other Confirmations

The Firm confirms to meet all insurance requirements listed in the RFP, including, Workers Compensation, Professional Liability, and General Liability. Certificates can be found in Proposal Tab D on page 19.

Proposal Tab B – Proposed Attorney/Firm

Accessibility and Responsiveness

Our team is available to commence representing the City immediately. Through both in-person and technological communication methods, we maximize open and direct access, ensuring direct communication, continued attention to matters in process, and responsiveness to urgent and emergent circumstances. The City will have constant direct and open access all members of the team. We pride ourselves on excellent internal communication within our firm, which allows for a degree of coordination that is simply not possible with a variety of outside counsel.

Our team will be fully and personally engaged on the City's matters from start to finish and will not be overstaff with multiple layers for the sake of assigning work. The primary and back-up attorneys will serve as primary contacts, but will receive assistance from other team members as needed.

With the selection of our Firm, the City is receiving value-added services with Brett Schneider as lead attorney and will be supported by Milton Collins and Brooke Ehrlich. Depending on the City's needs, we will staff the most experienced and best appropriate attorney for special matters.

The team is also able to attend any meetings as well as any judicial or administrative hearings on behalf of the City.

Proposal Tab C – Proposed Compensation

We are very enthusiastic about the opportunity of working with the City of Fernandina Beach and are prepared to be flexible as to our fees.

Our proposal is as follows:

We propose an **hourly blended rate of \$275** for all legal services to the City for all members of the proposed team.

The hourly fee includes all telephone calls, emails, research, teleconferences, and video conferences with individual City Attorney, City Manager, City Commission and administrative staff and attendance at all meetings, appearances for representation of the City, consultation with other attorneys representing the City in litigation, and all services listed in the Scope of Services.

We do not charge for support personnel, such as paralegals and/or legal assistants.

Proposal Tab D – Certificates of Insurance

**PREMIER LAWYERS PROFESSIONAL LIABILITY INSURANCE
POLICY DECLARATIONS**

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY

NOTICE: PLEASE READ CAREFULLY. This is a claims-made and reported Policy. Except as otherwise provided herein, this Policy covers only **Claims** first made against the **Insured** during the **Policy Period**. Please read the Policy carefully.

The Limits of Liability available to pay insured **Damages** shall be reduced by amounts incurred for **Claim Expenses**, unless the Policy is otherwise endorsed. Amounts incurred for **Claims Expenses** and **Damages** shall also be applied against the self-insured retention, unless the Policy is otherwise endorsed.

POLICY NUMBER: LPL10003941607

PRIOR POLICY NUMBER: LPL10003941606

Item 1. **Producer:** Gemini Risk Partners, LLC
Address: 39572 Woodward Avenue
Bloomfield Hills, MI 48304

Item 2. **Named Insured:** Weiss Serota Helfman Cole & Bierman, P.L.
Address: 2525 Ponce de Leon Blvd., Ste. 700
Coral Gables, FL 33134

Predecessor Firm(s) Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
Weiss, Serota & Helfman, P.A.
Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.
Weiss Serota Helfman Pastoriza Guedes Cole & Boniske, P.A.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.

Item 3. **Policy Period:** From: June 24, 2020 To: June 24, 2021
(12:01 AM Standard Time on both dates at the address of the **Named Insured**.)

- Item 4. Limits of Liability: (Including **Claims Expenses**)
- (A) Each **Claim**: \$3,000,000
- (B) Maximum Total **Policy Period** Aggregate: \$3,000,000
- Item 5. Self-Insured Retention: \$100,000 Each **Claim**
- Item 6. Premium: \$158,000
- Minimum Earned Premium \$39,500
- Item 7. Prior & Pending Litigation Date: 4/24/2013
- Item 8. **Retroactive Date**: Full Prior Acts
- Item 9. Forms and Endorsements Applicable to Coverage at Inception of Policy:
See attached Forms and Endorsements Schedule, Form Number: IL 0101
- Item 10. Address Notice of Claims or Potential Claims To:
- | <u>E-Mail</u> | <u>Mail</u> |
|--------------------------------|---|
| Insuranceclaims@sompo-intl.com | Sompo Pro
Attn: Claims Department
1221 Avenue of The Americas
New York, NY 10020 |

Submission of Notice of Claims by email is preferred.

- Item 11. **Disciplinary Proceeding** Coverage:
- (A) Each **Disciplinary Proceeding**: \$25,000
- (B) **Policy Period** Aggregate: \$50,000
- Item 12. Choice of Law and Jurisdiction: This insurance shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., and each party agrees to submit to the exclusive jurisdiction of any competent court within the United States of America.

These Declarations, the completed and signed **Application**, and this Policy with Endorsements shall constitute the contract between the **Insured** and the **Insurer**

The **Insurer** hereby causes this Policy to be signed on the Declarations page by a duly authorized representative of the **Insurer**.

NOTE: SEE ENCLOSED NOTICE FOR SURPLUS LINES NOTIFICATION

Daniel Wodley

Authorized Representative

June 24, 2020

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RISK STRATEGIES COMPANY/PHS 21228943 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:																					
INSURED WEISS, SEROTA, HELFMAN, PASTORIZA, COLE & BONISKE, PL 200 E BROWARD BLVD STE 1900 FORT LAUDERDALE FL 33301-1949	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Hartford Accident and Indemnity Company</td><td>22357</td></tr> <tr> <td>INSURER B :</td><td></td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A :	Hartford Accident and Indemnity Company	22357	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐	N/A		21 WEC AJ4308	11/19/2019	11/19/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

PROOF OF INSURANCE ONLY
PROOF OF INSURANCE ONLY
Ft Lauderdale FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 3350 S Dixie Hwy Miami FL 33133	CONTACT NAME: PHONE (A/C, No, Ext): (305)446-2271 FAX (A/C, No): (305)448-3127 E-MAIL ADDRESS: MIA-Certificates@risk-strategies.com														
INSURED Weiss, Serota, Helfman, Cole & Bierman PL 200 E Broward Blvd Ste 1900 Fort Lauderdale FL 33301	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Sentinel Ins. Co.</td><td>11000</td></tr><tr><td>INSURER B: Hartford Accident & Indemnity</td><td>22357</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Ins. Co.	11000	INSURER B: Hartford Accident & Indemnity	22357	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: CL19111338747****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			21SBABV7690	11/19/2019	11/19/2020	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
EACH OCCURRENCE	\$	1,000,000																										
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000																										
MED EXP (Any one person)	\$	10,000																										
PERSONAL & ADV INJURY	\$	1,000,000																										
GENERAL AGGREGATE	\$	2,000,000																										
PRODUCTS - COMP/OP AGG	\$	2,000,000																										
	\$																											
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			21SBABV7690	11/19/2019	11/19/2020	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000																										
BODILY INJURY (Per person)	\$																											
BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
	\$																											
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			21SBABV7690	11/19/2019	11/19/2020	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>5,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	5,000,000	AGGREGATE	\$	5,000,000		\$													
EACH OCCURRENCE	\$	5,000,000																										
AGGREGATE	\$	5,000,000																										
	\$																											
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			21WECAJ4308	11/19/2019	11/19/2020	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
☒ PER STATUTE ☐ OTH-ER																												
E.L. EACH ACCIDENT	\$	1,000,000																										
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Christian/MARPER

M B Christian

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Proposal Tab E – Exhibits B - H

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

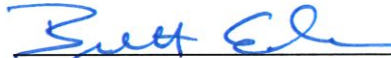
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 21-01 Labor Attorney Services.
2. This sworn statement is submitted by (entity) Weiss Serota Helfman Cole & Bierman whose business address is 1200 N Federal Hwy, Suite 312, Boca Raton, FL 33432 and (if applicable) Federal Employer Identification Number (FEIN) is 20-8112403 (If a Sole Proprietor and you have no FEIN, include the last four digits of your Social Security Number: _____.)
3. My name is Brett Schneider and my relationship to the entity named above is Partner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, will be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months will be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☒ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☒ The person or affiliate was placed on the convicted ATTORNEY/FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted ATTORNEY/FIRM list. (Please attach a copy of the final order.)
- ☒ The person or affiliate has not been placed on the convicted ATTORNEY/FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)



Signature

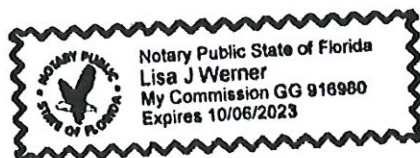
11-20-2020

Date:

STATE OF FLORIDA

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 10 day of November, 2020, and is personally known to me, or has provided _____ as identification.




Notary Public

My Commission expires: 10/06/2023

Lisa J. Werner

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed ATTORNEY/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Weiss Serota Helfman Cole & Bierman, P.L.

CITY: Boca Raton STATE: FL ZIP CODE: 33432

TELEPHONE NUMBER(S): 561-835-2111

SIGNATURE: 

NAME (TYPED OR PRINTED): Brett Schneider, Esq. TITLE: Partner

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "D"



CITY OF FERNANDINA BEACH

E-VERIFY STATEMENT

Bid/Proposal Number: Request for Proposal 21-01

Project Description: Labor Attorney Services

ATTORNEY/FIRM acknowledges and agrees to the following:

ATTORNEY/FIRM will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the ATTORNEY/FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the ATTORNEY/FIRM to perform work pursuant to the contract with the Department.

Company/Firm: Weiss Serota Helfman Cole & Bierman, P.L.

Authorized Signature: 

Title: Partner

Date: 11-9-2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "E"

Proposer Acknowledgements and Agreements

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: FIRM INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED LABOR ATTORNEY TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: ACCESSIBILITY AND RESPONSIVENESS
Understands and agrees to all terms.
7. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Brett J. Schneider, Esq. Title: Partner

Signature:  Date: 11-9-2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 21-01 Labor Attorney Services
Weiss Serota Helfman

This sworn statement is submitted by (entity) Cole & Bierman P.L. whose business address is
1200 N Federal Hwy, Suite 312, Boca Raton, FL 33432 and (if applicable) Federal Employer Identification Number (FEIN)
is 20-8112403 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your
Social Security Number: _____.)

My name is Brett J. Schneider and my relationship to the entity named above is Partner.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Brett J. Schneider 11-10-2020
Signature Date:

STATE OF FLORIDA
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 10 day of November, 2020 and is personally known to me, or has provided _____ as identification.

Lisa J. Werner
Notary Signature
Lisa J. Werner

My Commission expires: 10/06/2023



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "G"
Non-Collusion Affidavit

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 21-01 Labor Attorney Services
Weiss Serota

This sworn statement is submitted by (entity) Helfman Cole & Bierman, P.L. whose business address is
1200 N Federal Hwy, Suite 312, Boca Raton, FL 33432 and (if applicable) Federal Employer Identification Number (FEIN)
is 20-8112403 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your
Social Security Number: _____.)

My name is Brett J. Schneider and my relationship to the entity named above is Partner.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Brett J. Schneider

Signature

11-10-2020

Date:

STATE OF FLORIDA

COUNTY OF Broward

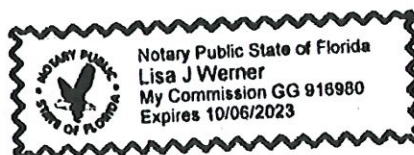
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 10 day of November, 2020, and is personally known to me, or has provided _____ as identification.

Lisa J. Werner

Notary Signature

My Commission expires: 10/06/2023

Lisa J. Werner



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FL
REQUEST FOR PROPOSAL 21-01
LABOR ATTORNEY SERVICES**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five years?

YES___ NO_✓_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five years?

YES_____NO_✓_

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five years that is related to the services your firm provides in the regular course of business?

YES_✓_ NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. See attached response.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts will be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Weiss Serota Helfman Cole & Bierman, P.L.

11-10-20

Firm

Date



Brett J. Schneider, Partner

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL



BRETT SCHNEIDER, PARTNER
bschneider@wsh-law.com

November 17, 2020

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034

RE: RFP 21-01 Labor Attorney Services - Exhibit H

To Whom It May Concern:

In connection with our Firm's affirmative response to the third question on Exhibit "H," summarized below is the relevant information concerning the claims and litigation filed against the Firm in the last five years.

1. George Pierson, William Mantesta vs. Weiss Serota Helfman Cole & Bierman, P.L. Broward County, Florida Case No. 16-011927 – The Firm represented the City of Miramar and three of its police officers in a case related to an arrest and conviction of a mentally challenged teenager in 1983. The Firm prevailed on behalf of the City and one of the officers, but a judgment was entered against the two other officers. Although it is common for lawyers to represent a municipality and its officers, the two officers brought a claim for malpractice alleging such joint representation was a conflict of interest (even though it was disclosed and consented to by all parties). The case was settled by the Firm's insurance company for an amount that was less than the anticipated cost of defense after the counsel for the two officers conceded that "the case moving forward was, most likely, not viable" and that "based on discovery to date, there does not appear to be any evidence that [the Firm's] representation constituted a conflict of interest, or that its representation of [the two officers] fell below the applicable standard of case."
2. Dr. James Eric McDonough A/K/A Doc Justice, individually and in his capacity as an investigative journalist for photographyisnotacrime.com vs. Eric Stettin, Samuel Zeskind, Matthew Mandel, Edward Guedes, Richard Weiss, Joseph Serota, Michael Kantor, Matthew Pearl, Weiss Serota Helfman Cole & Bierman, Alexander Rolle, George Grestas, Elizabeth Sewell and Clerk of Homestead. Dade Circuit Case No. 17-17515 CA13. In this case, plaintiff asserted that the City of Homestead's specific responses to nine of his over one hundred public records requests purportedly violated Chapter 119, the Public Records Law and that various City employees (including City Manager Grestas, Police Chief Rolle and City Clerk Sewell) and our Firm violated the Miami-Dade County Chapter by allegedly making misrepresentations. On May 21, 2018, the Complaint against the Firm and its attorneys was dismissed with prejudice in its entirety.
3. Raul Pedraza vs. Alan Keith Fertel and Weiss Serota Helfman Cole & Bierman, P. L. Dade Circuit Case No. 2020-005478 CA01. This case is unrelated to our municipal practice. It

was originally brought in California and dismissed. It was refiled in Florida. We believe the claim is meritless and the Firm's insurance is handling. The case is pending.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Brett Schneider", with a long, sweeping horizontal line extending to the right.

Brett J. Schneider

CITY OF FERNANDINA BEACH RFP OPENING TALLY

RFP 21-01 November 17, 2020

RFP Name: Labor Attorney Services

Attended by: Tammi Bach and Wanda Weeks

DATE/TIME REC'D	COMPANY NAME/LOCATION	EXHIBITS A-H	ADDENDUM No. 1	PARTNER	ASSOCIATE	PARALEGAL
11/12/2020 9:11AM	Constangy Brooks, Smith Prophete, LLP - Jacksonville, FL	√	√	\$255.00 ph	\$205.00 ph	\$100.00 ph
11/17/2020 12:00PM	Weiss Serota Helfman Cole & Bierman - Boca Raton, FL	√	√	\$275.00 ph for all legal services	\$0.00	\$0.00
11/17/2020 9:10AM	Jackson Lewis P.C. - Jacksonville, FL	√	√	\$260.00 ph	\$260.00 ph	\$0.00
11/17/2020 10:50AM	Gray Robinson - Tampa, FL - Gainesville, FL	√	√	\$300.00 ph	\$200.00 ph	\$100.00
11/13/2020 11:14PM	Allen Norton & Blue - Winter Park, FL	√	√	\$275.00 ph for all legal services	\$200.00 ph	\$100.00 ph

This is a preliminary summary of the submittals as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final/review/recommendation for award

CITY OF FERNANDINA BEACH
RFP 21-01 LABOR ATTORNEY SERVICES
EVALUATION COMMITTEE MEETING
December 18, 2020 – 10:00AM

Committee members present: City Manager, Dale Martin; Human Resources Direct, Denise Matson;

Committee member not present: Airport Manager, Nathan Coyle

Staff members present: Purchasing Agent, Wanda Weak; City Attorney, Tammi Bach

The meeting was called to order at 10:00am.

City Attorney Bach thanked the members of the committee for participating.

City Manager Martin suggested looking at the three highest scored submittals for discussion. The other committee members agreed. The experience, location and pricing were discussed. HR director Matson discussed her previous experience with labor attorney services. City Attorney Bach discussed the City's previous experience with labor attorney services. The decision was made based on pricing and training at no charge.

City Manager Martin made a motion to recommend Constangy Brooks, et al.

This was seconded by HR Director Matson. The motion was carried.

City Attorney Bach will get this on the agenda for the soonest commission meeting.

The meeting was adjourned at 10:30am.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2021-10
Commission Rules of Procedure

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2021-10.

SYNOPSIS: The City Commission discussed several changes to its Rules of Procedure as a discussion item on January 5, 2021. Per the direction of the City Commission, the proposed changes are reflected in the attached Resolution for consideration and a vote.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): No recommendation.

Tammi E. Bach, City Attorney 1/8/2021
Dale L. Martin, City Manager 1/11/2021
Tammi E. Bach, City Attorney 1/12/2021

Date: January 06, 2021

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2021-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR THE CITY COMMISSION BY ADDING PROVISIONS FOR PUBLIC HEALTH AND SAFETY, CHANGING PROVISIONS FOR ORDER OF BUSINESS, CLARIFYING SECTIONS ON VOTING, ATTENDANCE, AND MOBILE DEVICES, CHANGING PROVISIONS RELATING TO AGENDA SUBMISSION AND INFORMATION PROVIDED BY COMMISSIONERS, AND MODIFYING PROVISIONS RELATED TO RULES OF PROCEDURE AND INCORPORATION OF ROBERTS RULES OF ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 1, 2012, the City Commission adopted Resolution 2012-70 establishing Rules of Procedure for the City Commission; and

WHEREAS, the City Commission previously amended its Rules of Procedure via Resolutions 2015-118, 2018-15, 2018-112, and 2018-112; and

WHEREAS, the City Commission wishes to amend the Rules of Procedure to allow public comment at workshops, add provisions for public health and safety, change provisions for order of business, clarify sections on voting, attendance, and mobile devices, change provisions relating to agenda submission and information provided by Commissioners, and modify provisions related to rules of procedure and incorporation of Roberts Rules of Order.

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

SECTION 1. It is hereby proposed that the City Commission Rules of Procedure, Section 2.8 be amended to read as follows:

2.8. Workshop or Work Session Meetings. During workshop or work session meetings, ~~City Commission members shall refrain from calling on members of the public to speak unless a majority of the City Commission decides by consensus to allow members of the public to speak at a particular workshop or work session~~ public comment will be allowed using the same rules as City Commission meetings.

SECTION 2. It is hereby proposed that the City Commission Rules of Procedure, Section 3.1 be amended to read as follows:

3.1. City Commission Members.

(a) During City Commission meetings, City Commission members ~~shall~~ must assist in preserving order and decorum and ~~shall~~ can neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the orders of the Mayor (or other presiding officer) or the rules of the City Commission.

(b) A City Commission member desiring to speak ~~shall~~ must address the Mayor and, upon recognition by the Mayor, ~~shall~~ must confine discussion to the question under debate, avoid discussion of personalities and indecorous language, and refrain from personal attacks and verbal abuse.

(c) A City Commission member desiring to question the administrative staff shall address questions to the City Manager who ~~shall~~ must be entitled either to answer the inquiries or to designate some member of city staff for that purpose. City Commission members ~~shall~~ must not berate nor admonish staff members.

(d) A City Commission member, once recognized, ~~shall~~ must not be interrupted while speaking unless called to order by the Mayor, unless a point of order is raised by another member, or unless the speaker chooses to yield to questions from another member. If a city Commission member is called to order while speaking, that member ~~shall~~ must cease speaking immediately until the question of order is determined. If ruled to be in order, the member ~~shall~~ must be permitted to proceed. If ruled to be not in order, the member ~~shall~~ must remain silent or make additional remarks so as to comply with rules of the City Commission.

(e) City Commission members ~~shall~~ must confine their questions to the particular matters before the Commission and in debate ~~shall~~ must confine their remarks to the issues before the City Commission.

~~(f) When there is more than one speaker on the same subject, City Commission members will delay their comments until after all speakers on the subject have been heard.~~

SECTION 3. It is hereby proposed that the City Commission Rules of Procedure, Section 3.3 be amended to read as follows:

3.3. Citizens and Other Visitors.

(a) Citizens and other visitors are welcome to attend all public meetings of the City Commission and will be admitted to the City Commission chamber or other room in which the City Commission is meeting up to the fire safety and public health capacity of the room

(b) Everyone attending the meeting will refrain from private conversations while the City Commission is in session.~~an~~

(c) Citizens and other visitors attending City Commission meetings ~~shall~~ must observe the same rules of propriety, decorum and good conduct applicable to members of the City Commission.

(d) Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the City Commission or while attending the City Commission meeting ~~shall~~ will be removed from the room if the Chief of Police or his/her designee is so directed by the Mayor, and the person ~~shall~~ will be barred from further audience before the City Commission during that session of the City Commission. If the presiding officer fails to act, any member of the City Commission may move to require enforcement of the rules, and the affirmative vote of a majority of the City Commission ~~shall~~ requires the Mayor to act.

(e) Unauthorized remarks from the audience, stamping of feet, whistles, yells, clapping and similar demonstrations ~~shall~~ must not be permitted by the Mayor, who may direct the Chief of Police or his/her designee to remove offenders from the room. In case the Mayor ~~shall~~ fails to act, any member of the City Commission may move to require enforcement of the rules, and the affirmative vote of the majority of the City Commission ~~shall~~ requires the Mayor to act.

(f) No placards, banners, or signs will be permitted in the City Commission chamber or in any other room in which the City Commission is meeting. Exhibits, displays, and visual aids used in connection with presentations to the City Commission, however, are permitted. **Video presentations requested by citizens as visual aids will not be broadcasted over cable television. *[Clarify meaning of the previous sentence]***

(g) Citizens or other visitors attending City Commission meetings ~~shall~~ must not bring food or drink into the City Commission chamber or into any other room in which the City Commission is meeting.

SECTION 4. It is hereby proposed that the City Commission Rules of Procedure, Section 4.5 be amended to read as follows:

4.5. Voting.

(a) Every Commission member present when a question is called ~~shall~~ must vote either "Yes" or "No" except on matters involving a conflict of interests.

(b) After the result of a vote is announced, a Commission member may not change a vote. ~~unless, before the adjournment of that meeting, that member or a City Commission member on the prevailing side of the vote makes a motion to reconsider the action.~~

SECTION 5. It is hereby proposed that the City Commission Rules of Procedure, Section 4.6 be amended to read as follows:

4.6. Excusal from Attendance. City Commission members are expected to attend meetings and stay in attendance during each meeting. ~~No member shall be excused from attendance at a City Commission meeting except for good and valid reasons.~~

SECTION 6. It is hereby proposed that the City Commission Rules of Procedure, Section 4.8 be amended to read as follows:

4.8 No Cell Phones or Mobile Devices During Meetings. ~~Commissioners shall not have cell phones or other mobile devices on the dais during workshops or meetings of the Commission, and all such devices must be silenced. There shall must be no text messaging or emailing cell phone use during Commission meetings by City Commissioners. The dais is equipped with computers and/or tablets that provide internet access for research during meetings.~~

City staff and the public are specifically exempted from this rule. However, City staff, contractors and consultants ~~shall~~ must be mindful of the distracting nature of using mobile devices during Commission meetings and take care to silence all mobile devices.

SECTION 7. It is hereby proposed that the City Commission Rules of Procedure, Section 6.2 be amended to read as follows:

6.2 Order of Business; Public Speaking and Motions. For voting items on an agenda, the order of business ~~is shall be~~:

- 1) The City Manager or Attorney will introduce the item
- 2) Staff presentation if appropriate
- 3) ~~1)~~ public input for speakers who registered to speak on that agenda item;
- 4) ~~2)~~ discussion by the City Commission;
- 5) ~~3)~~ motion made by Commission member and seconded by another Commission member
- 6) ~~4)~~ any further discussion or motion amendments;
- 7) 5) motion or amended motion restated by Mayor; and
- 8) 6) Mayor asks the City Clerk to conduct the roll call vote.

SECTION 8. It is hereby proposed that the City Commission Rules of Procedure, Section 6.3 be amended to read as follows:

6.3 Agenda. All discussion items (not resolutions or ordinances) and presentations ~~shall will~~ be added to Commission agendas through the City Manager's Office in accordance with deadlines for submission approved by the City Manager. Only discussion items related to health, safety and welfare may be added to a Commission agenda with short without proper notice. Presentations ~~shall be~~ are limited to ten (10) minutes unless the City Manager or a majority of the City Commission waives or alters the time limit.

SECTION 9. It is hereby proposed that the City Commission Rules of Procedure, Section 6.4 be amended to read as follows:

6.4 Information Provided by Commissioners. Any and all documents, information, memoranda, research materials and agenda item backup materials must be submitted to the City Manager and/or City Clerk in accordance with deadlines for submission approved by the City Manager for Commission meetings.

PowerPoint or other projectable presentation formats may be prepared and submitted to the City Clerk for public display in the Commission Chambers on the projection screen as late as 24 hours prior to the public meeting as long as everything in the projectable presentation was previously submitted as backup material in accordance with agenda submission deadlines.

If a Commissioner receives the meeting agenda and backup materials for a meeting and wishes to provide supplemental or rebuttal information, documents, research materials in response to information on a published agenda but too late to meet the City Manager's agenda deadlines, the Commissioner should still submit the information to the City Manager with the understanding that the applicable agenda item may be moved to the next available Commission meeting date by majority vote of the City Commission, subject to the Florida Sunshine Law.

SECTION 10. It is hereby proposed that the City Commission Rules of Procedure, Section 7.1 be amended to read as follows:

7.1. ~~Printed Form.~~ All ordinances and resolutions ~~shall must~~ be presented to the City Commission ~~only~~ in printed and electronic form.

SECTION 11. It is hereby proposed that the City Commission Rules of Procedure, Section 7.2 be amended to read as follows:

7.2. Rules of Order. These Rules of ~~Order-Procedure~~ shall govern the proceedings of the City Commission of the City of Fernandina Beach. If there is a motion or action that is not covered by these Fernandina Beach City Commission Rules of ~~Order-Procedure~~, then state law, City Charter, City ordinances, City resolutions and ~~then~~ the most recent edition of Roberts Rules of Order Revised for Small Boards shall govern the proceedings of the City Commission, in that order.

Additionally:

- Members may remain seated while making motions or speaking.
- There is no limit to the number of times a member may speak to a debatable question.
- Motions to close or limit debate are not be permitted.
- Informal discussion of a subject is permitted while no motion is pending.
- The chair need not rise while putting questions to a vote.
- The chair must relinquish the chair to make a motion or amend a motion
- The chair may, without leaving the chair, speak in informal discussions, participate in debate of a motion, second a motion or an amendment to a motion and must vote on all questions.

SECTION 12. It is hereby proposed that the City Commission Rules of Procedure, Section 7.5 be repealed as follows:

~~7.5. The Previous Question (Calling the Question). When the previous question is moved and seconded, it shall be put as follows: "Shall the main question be considered now?" There shall be no further amendment or debate, but pending amendments shall be put in their order before the main question. If the motion for the previous question is lost, the main question remains before the City Commission. An affirmative vote of two-thirds of the City Commission members present shall be required to approve the previous question. (To demand the previous question is equivalent in effect to moving "that debate now cease, and the City Commission immediately proceed to vote on the pending motion." In practice, this is done with the phrase "Call for the Question," or by simply saying "Question.") Reserved.~~

SECTION 13. It is hereby proposed that the City Commission Rules of Procedure, Section 7.7 be amended as follows:

7.7. Amendments to Motions. ~~No proposal of a subject different from that under consideration shall be admitted as a motion or amendment to a motion. A main motion may be amended by the mover stating the main motion with the amended language and having a seconder to the amended motion. If a majority of the City Commission concede, an amended motion may be amended several times and until the Mayor restates the amended the motion and asks for a vote. by any member by moving to amend the motion by either:~~

- 1) inserting or adding words;
- 2) striking (deleting) consecutive words; or
- 3) striking and inserting new language.

In making the motion to amend the member specifies the location for the deletions and/or insertions.

The amendment must relate to the subject of the motion it is amending. A motion to amend may be amended. Any member may move to amend a primary amendment with a secondary amendment. Primary and secondary amendments require a second and a majority vote to pass.

SECTION 14. This Resolution is effective immediately upon passage.

ADOPTED this 19th day of January, 2021.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2021-02
Prohibition of E-bikes

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2021-02 at First Reading.

SYNOPSIS: The Florida Legislature passed an updated bill in its 2020 session related to electric bicycle use. The City is authorized to regulate electric bicycles within its boundaries. Because of the environmentally sensitive nature of Egans Creek Greenway and City beaches, this Ordinance prohibits operation of electric bicycles in these areas. Other changes include edits for grammar, consistency, and use of plain language but do not change the meaning of the sections.

FISCAL IMPACT: No fiscal impact.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2021-02 at First Reading.

Tammi E. Bach, City Attorney	12/22/2020
Dale L. Martin, City Manager	12/31/2020
Pauline Testagrose, Comptroller	1/8/2021
Tammi E. Bach, City Attorney	1/8/2021

Date: November 23, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2021-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FERNANDINA BEACH, FLORIDA BY AMENDING CHAPTER 78, TRAFFIC AND VEHICLES, ARTICLE I, IN GENERAL, BY AMENDING SECTION 1, DEFINITIONS TO INCLUDE ELECTRIC BICYCLES; BY AMENDING ARTICLE II, OPERATION OF VEHICLES, BY AMENDING SECTION 41 TO INCLUDE A SPEED LIMIT ON SIDEWALKS; AND BY AMENDING SECTION 43 TO PROHIBIT ELECTRIC BICYCLES ON EGANS CREEK GREENWAY AND CITY BEACHES; AND AMENDING SECTIONS 1, 3, 4, 5, 6, 7, 8, 41, 42, 43, 44, AND 45 TO EDIT FOR CLARITY WITHOUT CHANGING THEIR MEANING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the interest of the health, safety, and welfare of citizens in City rights-of-way, the City Commission of the City of Fernandina Beach, Florida, regulates traffic and vehicles; and

WHEREAS, the Florida Legislature passed updated legislation related to electric bicycles during its 2020 session; and

WHEREAS, in order to preserve environmentally sensitive areas, the City Commission desires to restrict operations of electric bicycles on Egans Creek Greenway and on the City's beaches; and

WHEREAS, the City has been making an effort to ensure that the Code of Ordinances is written in plain language and is consistent throughout the document.

NOW, THEREFORE, THE CITY OF FERNANDINA BEACH, FLORIDA, HEREBY ENACTS:

SECTION 1. It is hereby proposed that Chapter 78, Section 1 of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 78-1. – Definitions.

The following words, terms and phrases, when used in this chapter, ~~shall~~ have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized emergency vehicles means vehicles of the fire department (fire patrol), police vehicles, and those ambulances and emergency vehicles of any other City departments, public service corporations operated by private corporations, and the state department of transportation, as are designated or authorized by the department or by the chief of police of this City.

Bicycle means every vehicle propelled solely by human power, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. ~~The term does not include a scooter or similar device, or any moped propelled by a pedal-activated helper motor with a manufacturer's certified maximum rating of 1½ brake horsepower, upon which any person may ride, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include such a vehicle with a seat height of~~

no more than 25 inches from the ground when the seat is adjusted to its highest position, or a scooter or similar device.

Bicycle path means any road, path or way that is open to bicycle travel, which road, path or way is physically separated from motorized vehicular traffic by an open space or by a barrier and is located either within the highway right-of-way or within an independent right-of-way.

Bus means any motor vehicle designed for carrying more than ten passengers and used for the transportation of persons, and any motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation.

Business district means the territory contiguous to, and including, a highway when 50 percent or more of the frontage thereon, for a distance of 300 feet or more, is occupied by buildings in use for business.

Commercial motor vehicle means any self-propelled or towed vehicle used on the public highways in commerce to transport passengers or cargo, if such vehicle has a gross vehicle weight rating of 10,000 pounds or more, is designed to transport more than ten passengers, including the driver, or is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.).

Crosswalk means that part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway; or any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

Driver means any person who drives or is in actual physical control of a vehicle on a highway or who is exercising control of a vehicle or steering a vehicle being towed by a motor vehicle.

Electric bicycle means a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts which meets the requirements of one of the following three classifications:

(a) "Class 1 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

(b) "Class 2 electric bicycle" means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

(c) "Class 3 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.

Unless otherwise noted within this Chapter, the term *bicycle* will include *electric bicycles*.

House trailer means:

- (1) A trailer or semitrailer which is designed, constructed and equipped as a dwelling place, living abode or sleeping place (either permanently or temporarily) and is equipped for use as a conveyance on streets and highways; or
- (2) A trailer or a semitrailer, the chassis and exterior shell of which is designed and constructed for use as a house trailer, as defined in subsection (1), above, but which is used instead, permanently or temporarily, for the advertising, sales, display, or promotion of merchandise or services or for

any other commercial purpose except the transportation of property for hire or the transportation of property for distribution by a private carrier.

Intersection means:

- (1) The area embraced within the prolongation or connection of the lateral curblines; or, if none, then the lateral boundary lines of the roadways of two highways which join one another at, or approximately at, right angles; or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.
- (2) Where a highway includes two roadways 30 feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway ~~shall be~~ is regarded as a separate intersection. If such intersecting highway also includes two roadways 30 feet or more apart, then every crossing of two roadways of such highways ~~shall be~~ is regarded as a separate intersection.

Laned highway means a highway, the roadway of which is divided into two or more clearly marked lanes for vehicular traffic.

Limited access facility means a street or highway especially designed for through traffic and over, from, or to which owners or occupants of abutting land or other persons have no right or easement, or only a limited right or easement, of access, light, air, or view by reason of the fact that their property abuts upon such limited access facility or for any other reason. Such highways or streets may be parkways from which trucks, buses and other commercial vehicles are excluded; or they may be freeways open to use by all customary forms of street and highway traffic.

Motor vehicle means and includes any vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails, but not including any bicycle or moped as defined under the definition of "bicycle."

Motor-driven cycles means any motorcycle, including any motor scooter, having a motor with 150 cubic centimeters displacement or less, and any bicycle or moped with a motor having a displacement of more than 50 cubic centimeters or which is capable of propelling the vehicle at a speed in excess of 30 miles per hour on level ground.

Motorcycle means any motor vehicle powered by a motor with a displacement of more than 50 cubic centimeters, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding a tractor.

Official traffic control devices means and includes all signs, signals, markings, and devices not inconsistent with this chapter, placed or erected by authority of the City for the purpose of regulation, warning or guiding traffic.

Official traffic control signal means any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed.

Operator means any person who is in actual physical control of a motor vehicle upon the highway, or who is exercising control over or steering a vehicle being towed by a motor vehicle.

Owner means a person who holds the legal title of a vehicle, or, if a vehicle is the subject of an agreement for the conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or lessee, or if a mortgagor of a vehicle is entitled to possession, then such conditional vendee, or lessee, or mortgagor ~~shall be~~ is deemed the owner, for the purposes of this chapter.

Park or parking means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers as may be permitted by law under this chapter.

Pedestrian means any person afoot.

Pole trailer means any vehicle without motive power designed to be drawn by another vehicle and attached to the towing vehicle by means of a reach or pole, or by being boomed or otherwise secured to the towing vehicle, and ordinarily used for transporting long or irregularly shaped loads such as poles, pipes or structural members capable, generally, of sustaining themselves as beams between the supporting connections.

Police officer means any municipal police officer authorized to direct or regulate traffic or make arrests for violations of traffic regulations.

Private road or driveway means any privately-owned way or place used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

Railroad means a carrier of persons or property upon cars operated upon stationary rails.

Railroad sign or signal means any sign, signal or device erected by authority of the City or the state, or by a railroad, and intended to give notice of the presence of railroad tracks or the approach of a railroad train.

Railroad train means a steam engine, or electric or other motor, with or without cars coupled thereto, operated upon rails, except a streetcar.

Residence district means the territory contiguous to, and including, a highway, not comprising a business district, when the property on such highway, for a distance of 300 feet or more, is, in the main, improved with residences or residences and buildings in use for business.

Right-of-way means the right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

Road tractor means any motor vehicle designed and used for drawing other vehicles and not so constructed as to carry any load thereon, either independently or as any part of the weight of a vehicle or load so drawn.

Roadway means that portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder. If a highway includes two or more separate roadways, the term "roadway" ~~shall~~ refers to any such roadway separately, but not to all such roadways collectively.

Safety zone means the area or space officially set apart within a roadway for the exclusive use of pedestrians and protected or so marked by adequate signs or authorized pavement markings as to be plainly visible at all times while set apart as a safety zone.

School bus means any motor vehicle that complies with the color and identification requirements of F.S. ch. 234 and is used to transport children to or from school or in connection with school activities, but not including buses operated by common carriers in urban transportation of school children.

Semitrailer means any vehicle, with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon, or is carried by, another vehicle.

Sidewalk means that portion of a street between the curblineline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

Stand or *standing* means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of, and while actually engaged in, receiving or discharging passengers, as may be permitted by law under this chapter.

State road means any highway designated as a state-maintained road by the state department of transportation.

Stop means:

- (1) When required, complete cessation from movement.
- (2) When prohibited, any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or to comply with the directions of a law enforcement officer or traffic control sign or signal.

Straight truck means any truck on which the cargo unit and the motive power unit are located on the same frame so as to form a single, rigid unit.

Street or *highway* means the entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic, or any area, such as a runway, taxiway, ramp, clear zone, or parking lot, within the boundary of any airport owned by the City, which area is used for vehicular traffic but which is not open for vehicular operation by the general public.

Tandem trailer truck means any combination of a truck tractor, semitrailer, and trailer coupled together so as to operate as a complete unit.

Through highway means any highway or portion thereof on which vehicular traffic is given the right-of-way and at the entrances to which vehicular traffic from intersecting highways is required to yield the right-of-way to vehicles on such through highway in obedience to either a stop sign or yield sign, or otherwise in obedience to law.

Traffic means pedestrians, ridden or herded animals, and vehicles, streetcars and other conveyances, either singly or together, while using any street or highway for purposes of travel.

Trailer means any vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle.

Truck means any motor vehicle designed, used or maintained primarily for the transportation of property.

Truck trailer means any motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

Vehicle means any device in, upon or by which any person or property is or may be transported or drawn upon a highway, except devices used exclusively upon stationary rails or tracks.

SECTION 2. It is proposed that Chapter 78, Section 3 of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 78-3. – Pushcarts, bicycles or animal drawn vehicles to obey traffic regulations.

Every person propelling any pushcart or riding a bicycle or an animal upon a roadway, and every person driving any animal-drawn vehicle, ~~shall be~~ is subject to the provisions of this chapter applicable to the driver of any vehicle, except those provisions of this chapter which by their very nature can have no application.

SECTION 3. It is proposed that Chapter 78, Section 4 of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 78-4. – Authority to regulate and enforce traffic rules and regulations.

The authority to make and enforce all rules and regulations governing traffic and the use of the streets of the City by vehicles and pedestrians is vested in the office of the City Manager, and the person holding that office is given full power to designate directions of traffic, time limits and location for parking, reservation of parking places, maximum and minimum speeds, insofar as such designations ~~shall~~ do not conflict with the laws of the state, to establish through streets and stop crossings, and to install those street signs, indicators and markings as ~~shall be~~ are necessary or advisable for the operation and enforcement of this chapter.

SECTION 4. It is proposed that Chapter 78, Section 5 of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 78-5. – Power and duty of police department.

The police department, under the direction of the City Manager, ~~shall have~~ has full power and ~~be~~ is charged with all duties in relation to the management of vehicular traffic.

SECTION 5. It is proposed that Chapter 78, Section 6 of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 78-6. – Compliance with directions of police.

No person ~~shall~~ may willfully fail or refuse to comply with any lawful order or direction of a police officer.

SECTION 6. It is proposed that Chapter 78, Section 7 of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 78-7. – Penalty for violation of chapter.

Whoever violates any provision of this chapter for which another penalty is not already otherwise provided ~~shall be~~ are subject to the penalty provisions set forth in F.S. § 316.655 and ch. 318.

SECTION 7. It is proposed that Chapter 78, Section 8 of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 78-8. – Funeral processions.

- (a) No funeral, procession, or parade containing 200 or more persons or 50 or more vehicles, excepting the forces of the United States Army, Navy or Air Force, the military forces of this state, and the forces of the police and fire departments, ~~shall~~ may occupy, march, or proceed along any street except in accordance with a permit issued by the City Manager and any other regulations as are set forth in this chapter which may apply.
- (b) A funeral composed of a procession of vehicles ~~shall~~ must be identified as such by lighted headlights or by the display upon the outside of each vehicle of a pennant of a type designated by the police department.

- (c) Each driver in a funeral or other procession ~~shall~~ must drive as near to the righthand edge of the roadway as practical and follow the vehicle ahead as close as is practical and safe.

SECTION 8. It is proposed that Chapter 78, Section 41 of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 78-41. – Speed restrictions.

- (a) No person ~~shall~~ may drive a vehicle on a street at a speed greater than is reasonable and prudent under the conditions then existing.
- (b) Where no special hazard exists, the following speeds ~~shall be~~ are lawful, when not otherwise posted, but any speed in excess of those limits ~~shall will~~ be prima facie evidence that the speed is not reasonable or prudent and is unlawful:
- (1) Twenty miles per hour in any business district.
 - (2) Twenty-five miles per hour in any residence district.
 - (3) Fifteen miles per hour in a school zone.
 - (4) On the Atlantic Ocean beach as provided in section 90-48.
 - (5) Electric bicycles operating on sidewalks at a maximum of 15 miles per hour.

The City Manager ~~shall be~~ is empowered to designate speed restrictions in any area as long as the speeds conform with state speed laws.

- (c) The fact that the speed of a vehicle is lower than the limits set out in this section ~~shall~~ does not relieve the driver from the duty to decrease speed when approaching and crossing an intersection, when approaching and going around a curve, when approaching a hillcrest, when traveling upon any narrow or winding roadway, or when special hazard exists with respect to pedestrians or other traffic, or by reason of weather or highway conditions; and speed ~~shall~~ must be decreased as may be necessary to avoid colliding with any person, vehicle or other conveyance on or entering the street, in compliance with legal requirements and the duty of all persons to use due care.
- (d) In every charge of violation of this section, the complaint; and ~~also the~~ summons or notice to appear; ~~shall will~~ specify the speed at which the defendant is alleged to have driven, and the prima facie speed applicable within the district or at the location.
- (e) The provisions of this section ~~shall will~~ not be construed to relieve the plaintiff in any civil action from the burden of proving negligence upon the part of the defendant as the proximate cause of an accident.

SECTION 9. It is proposed that Chapter 78, Section 42 of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 78-42. – Boarding or alighting from vehicle.

No person ~~shall~~ may board or alight from any vehicle while that vehicle is in motion.

SECTION 10. It is proposed that Chapter 78, Section 43 of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 78-43. – Skateboards, coasters, roller-skates, and the like electric bicycles.

- (a) The use of skateboards, coasters, roller-skates, in-line skates or other similar devices is specifically prohibited in the following areas, ~~which shall be~~ as designated by appropriate signs:
 - (1) Centre Street from Eighth Street to the Amelia River.
 - (2) North 18th Street from Broome to Highland Drive.
 - (3) North Wolfe Street from Atlantic Avenue to Highland Street.
 - (4) Citrona Avenue from Atlantic Avenue to Florida Avenue.
 - (5) Jasmine Street from Fletcher Avenue westward 400 feet.
- (b) All operators of skateboards, coasters, roller-skates, in-line skates or other similar devices under the age of 16 ~~shall be~~ are required to wear appropriate helmets for safety.
- (c) The riding of bicycles ~~shall be~~ is prohibited on sidewalks on Centre Street from 8th Street to the Amelia River and including 8th Street through 2nd Street from Alachua Street to Ash Street. However, the City Manager is authorized to issue special permits to those persons who are disabled or handicapped, as defined under the Americans with Disabilities Act, exempting such persons from this provision.
- (d) The use of skateboards, coasters, roller-skates, in-line skates or other similar devices is specifically prohibited at any public facility, including but not limited to City Hall and the parking lot, unless such facility has been designated for the use of said equipment.
- (e) The operator of a skateboard, roller-skates, coaster, in-line skates and other similar devices on streets, sidewalks and bike paths ~~shall~~ must yield the right-of-way to vehicular traffic and to pedestrian traffic upon the streets, sidewalks and bike paths within the City.
- (f) No more than one person ~~shall~~ may operate or ride on a skateboard at any one time.
- (g) No skateboard rider or operator ~~shall~~ may attach the skateboard or himself to any moving vehicle upon any roadway.
- (h) Electric bicycles are not permitted on the beaches nor in Egans Creek Greenway due to the environmentally-sensitive nature of these areas.
- ~~(h)~~ (i) Penalty. Any person willfully violating the provisions of this section may be counseled, given an oral or written warning, or be subject to confiscation of his or her skateboard, coaster, roller-skates, in-line skates or similar device for each and every violation. Citations of \$25.00 may also be issued for violations of this section.

SECTION 11. It is proposed that Chapter 78, Section 44 of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 78-44. – Vehicular traffic on City streets.

- (a) Based upon objective criteria to be uniformly administered, the City Manager is authorized to evaluate and designate certain streets of the City to be traversed only by automobiles, vans and light trucks and categories of miscellaneous lighter vehicles such as motorcycles and the like. Some of the objective criteria to be considered by the City Manager in reaching a determination ~~shall~~ may include, but not be limited to, such factors as street curvature, vegetative canopy, radius, structural road stability, traffic levels, adjoining land usages, etc. This section ~~shall~~ does not apply to City vehicles and designated

emergency vehicles, and other vehicles which the City Manager may permit for a necessary and justifiable purpose on a non-recurring basis.

- (b) The City streets to which the provisions of this section are applicable are those which have been so designated by the City Manager and which are also posted with signage complying with department of transportation standards for such signs stating as follows: "Cars, vans and light trucks only. Violators will be subject to fines not to exceed \$500.00."
- (c) In the event an affected party disagrees with the designation of streets pursuant to this section, the affected party may pursue and appeal of such designation to the City Commission.
- (d) The penalty for violation of this section ~~shall~~will not exceed \$500.00 and ~~shall be~~ is administered pursuant to section 1-12(b).

SECTION 12. It is proposed that Chapter 78, Section 45 of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 78-45. – Unauthorized temporary use of a motor vehicle.

- (a) *Definition.* For the purpose of this section, "motor vehicle" is defined as provided in F.S. § 316.003(21).
- (b) Unlawful temporary use of motor vehicle.
 - (1) It is unlawful for a person to temporarily use a motor vehicle without the authority of the owner or the owner's duly appointed representative, or to knowingly assist in or be a party to such unauthorized use.
 - (2) It ~~shall be~~ is considered prima facie evidence of intent to use a motor vehicle in violation of this section when any person:
 - a. Willingly and without authority is in possession of and/or drives a motor vehicle belonging to another.
 - b. Willfully and without authority assists in or is a party to taking possession of or driving a motor vehicle belonging to another.
- (c) *Penalty.* It is unlawful for any person to violate this section. A violation of this section ~~shall~~ subjects the violator to a penalty, upon conviction, of a fine up to 500.00 and/or ten days in the Nassau County Detention Facility.

SECTION 13. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof is held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application must not be affected thereby.

SECTION 14. The provisions of this Ordinance will take effect immediately upon its passage and enactment.

ENACTED this ____ day of _____, 2021.

CITY OF FERNANDINA BEACH

Ordinance 2021-02

Page 9 of 10

MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2021-03
Land Development Code Amendment - Aggrieved or adversely affected party and HDC appeals

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2021-03 at First Reading.

SYNOPSIS: Land Development Code (LDC) amendments are prepared at the direction of the City Commission to address specific changes for aggrieved or adversely affected party and appeals of Historic District Council (HDC) decisions.

Staff has issued a recommendation of approval for the change to the LDC definition contained in Section 1.07.00 for aggrieved or adversely affected party, but recommends denial of the change to HDC appeals with concerns cited in the staff report provided herein.

The Planning Advisory Board (PAB) issued recommendation of approval for the definitional change and denial of the change for HDC appeals (meeting minutes provided). The PAB considered the changes at its March 11, 2020 and August 12, 2020 Regular Meetings.

FISCAL IMPACT: n/a

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve the change to Land Development Code Section 1.07.00 adding a definition of aggrieved or adversely affected party/person and deny the Land Development Code change to Section 8.03.09 Historic District Council Appeals as proposed in Ordinance 2021-03 at First Reading.

Kelly N. Gibson, AICP, Planning Director	12/31/2020
Monica Benischeck, Administrative Services Manager	12/31/2020
Dale L. Martin, City Manager	1/11/2021
Pauline Testagrose, Comptroller	1/11/2021
Tammi E. Bach, City Attorney	1/12/2021

A handwritten signature in dark ink that reads "Kelly N. Gibson".

Date: December 31, 2020

Submitted By: Kelly N. Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2021-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) TO ADD DEFINITION OF AGGRIEVED OR ADVERSELY AFFECTED PARTY/PERSON IN SECTION 1.00.07 AND AMENDING SECTION 8.03.09 APPEALS OF HISTORIC DISTRICT COUNCIL (HDC) DECISIONS PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for an LDC text amendment to modify Section 1.07.00 adding definition for aggrieved or adversely affected party/person and modifying Section 8.03.09 appeals of Historic District Council Decisions, 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 Meeting on Wednesday, March 11, 2020 and on Wednesday, August 12, 2020, and issued a recommendation of approval to Section 1.00.07 and denial to modification of Section 8.03.09; 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 22, 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 LDC Section 1.07.00 Definitions and LDC Section 8.03.09 Historic District Council Appeals.

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 shall in no way affect the validity of the remaining portions of this Ordinance.

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

ENACTED this 16th day of February, 2021.

CITY OF FERNANDINA BEACH

MIKE LEDNOVICH
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2021-__
EXHIBIT “A”

LDC Section 1.07.00

Aggrieved or adversely affected party/person means any person or local government that will suffer an adverse effect to an interest protected or furthered by the City’s Comprehensive Plan and Land Development Code, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, and environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large but must exceed in degree the general interest in community good shared by all persons. The term includes the owner, developer, or applicant for a development order.

LDC Section AMENDMENT TO SECTION 8.03.09 APPEALS

Appeals

A. ~~An applicant~~ **A person** aggrieved by any decision of the HDC may appeal to the City Commission, with the exception of variances, which may only be appealed to a court of record as outlined in Section 10.02.04(D).

B. The petition shall be presented to the City Commission within thirty (30) days after the decision of the HDC; otherwise the decision of the HDC will be final.

C. The request for an appeal shall be submitted in writing to the City Clerk, and the request shall state the basis for the appeal in clear and precise terms. The record on appeal shall consist of the record of the proceedings below (which shall be the minutes of the meeting, unless the person requesting the appeal provides a verbatim transcript at their cost) including the staff report and all other evidence presented by the City and the applicant. If either the City or the applicant desires to present new evidence, the matter may be referred back to the HDC for their review. When the record is complete, the City Clerk shall send a copy of the record and a notice of the hearing date to both parties. The parties shall receive a minimum of ten (10) days’ notice of hearing.

D. An applicant may appeal a decision of the City Manager to the HDC. The applicant shall submit the appeal in writing and shall state the reasons for the appeal.

APPLICATION FOR LAND DEVELOPMENT CODE TEXT AMENDMENTS

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	City of Fernandina Beach
AGENT:	Self
REQUESTED ACTION:	Land Development Code Text Amendments: • 1.07.00 Definitions • 8.03.09 Historic District Appeals
STAFF RECOMMENDATION:	This Commission directed amendment seeks to modify who can appeal a decision of the Historic District Council. Approval of this change will impact historic preservation of properties in several ways. Applicants will have a 30-day wait period imposed for staff issued COAs and board approved COAs before work can begin. This would severely hinder property owners working to complete routine maintenance. As drafted, anyone can make an appeal for effectively any reason at all. This places preservation of historic structures within the City at greater risk for completion of work without first obtaining a COA. Staff recommends denial of the requested amendment to Section 8.03.09 and approval of the definition change to Section 1.07.00.

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Community Development Department Office. ***

SUMMARY OF REQUEST:

LDC Section 1.07.00

Aggrieved or adversely affected party/person means any person or local government that will suffer an adverse effect to an interest protected or furthered by the City's Comprehensive Plan and Land Development Code, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, and environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large but must exceed in degree the general interest in community good shared by all persons. The term includes the owner, developer, or applicant for a development order.

LDC Section AMENDMENT TO SECTION 8.03.09 APPEALS

Appeals

A. **An applicant A person** aggrieved by any decision of the HDC may appeal to the City Commission, with the exception of variances, which may **only** be appealed to a court of record as outlined in Section 10.02.04(D).

B. The petition shall be presented to the City Commission within thirty (30) days after the decision of the HDC; otherwise the decision of the HDC will be final.

C. The request for an appeal shall be submitted in writing to the City Clerk, and the request shall state the basis for the appeal in clear and precise terms. The record on appeal shall consist of the record of the proceedings below (which shall be the minutes of the meeting, unless the person requesting the appeal provides a verbatim transcript at their cost) including the staff report and all other evidence presented by the City and the applicant. If either the

City or the applicant desires to present new evidence, the matter may be referred back to the HDC for their review. When the record is complete, the City Clerk shall send a copy of the record and a notice of the hearing date to both parties. The parties shall receive a minimum of ten (10) days' notice of hearing.

D. An applicant may appeal a decision of the City Manager to the HDC. The applicant shall submit the appeal in writing and shall state the reasons for the appeal.

Rationale: This is a reactionary request based on recent board actions without regard to the performance of existing HDC policies which have proven successful since 2006 in avoiding undue burden to property owners while balancing the City's interest to obtain compliance with established historic preservation standards. This rule change, if adopted, is likely to result in increased neighbor disputes waged in a public setting.



APPROVED

**MINUTES
AMENDED
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 11, 2020**

1. CALL TO ORDER – 5:01PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett
Richard Clark (Chair)
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:46PM)
Genece Minshew (Vice-Chair)*

MEMBERS ABSENT: None

OTHERS PRESENT

*Kelly Gibson, Planning Director
Salvatore Cumella, Historic Preservation Planner*

2. APPROVAL OF MEETING MINUTES

2.1 February 12, 2020 Regular Meeting

ACTION TAKEN: A motion was made by voice vote, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. PLEDGE OF ALLEGIANCE

4. OLD BUSINESS

4.1 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2019-07)

CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS, AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND AMENDING LDC SECTION 10.02.01(D) VARIANCES.

ACTION TAKEN: A motion was made by member Bennet to approve PAB case 2019-07 as amended at meeting, seconded by member Stevenson.

Approved unanimously by voice vote.

APPROVED



5. NEW BUSINESS

5.1 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2020-03)

CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY SECTION 9.02.02 MEMBERSHIP AND TERMS OF OFFICE FOR THE PLANNING ADVISORY BOARD.

ACTION TAKEN: A motion was made by member Minshew, seconded by Member Stevenson to approve PAB case 2020-03, that would modify Membership and Terms of Office for the Planning Advisory Board, that all seven (7) regular members be seated at large with 3 year terms, that membership be staggered, with no more than 3 terms, that all members be at large and confirmed by City Commission, with no more then 3 terms expiring simultaneously, that upon approval of the ordinance the two (2) current alternate members be seated as the two (2) additional board members.

Approved unanimously by voice vote

5.2 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2020-04)

CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO CREATE SECTION 8.01.01.01(F) TO ADD A REQUIREMENT FOR ROOFTOP MECHANICAL SCREENING IN THE DOWNTOWN HISTORIC DISTRICT, CRA, AND OLD TOWN TO DELETE SECTION 8.01.01.02(H) RELATING TO TOWERS IN OLD TOWN, TO MODIFY SECTION 8.01.01.02(J) TO ALLOW KITCHENETTES IN ACCESSORY DWELLING UNITS WITHIN OLD TOWN, TO DELETE SECTION 8.01.02(E)10, AS IT RELATES TO THE DENSITY BONUS INCENTIVE, WHICH WAS ELIMINATED IN 2018, TO DELETE SECTION 8.01.03(E), AS IT RELATES TO THE NOW SUNSETTED "SIDE STREET BUSINESS SIGNAGE" PROGRAM, TO CREATE A NEW SECTION 8.01.03(E) RESERVED FOR "DOWNTOWN WAYFINDING SIGNAGE," TO MODIFY SECTION 8.03.03(C) TO SET AFTER THE FACT FEES BASED ON THE ANNUALLY ADOPTED MASTER FEE SCHEDULE, TO CREATE SECTION 8.03.03.01(F) TO CREATE A DEMOLITION DELAY PERIOD, TO MODIFY SECTION 8.03.04(B) TO CLARIFY EMERGENCY DEMOLITION PROCEDURES, TO MODIFY SECTION 8.03.03(A)(1) TO ESTABLISH AN OFFICIAL INVENTORY OF RESOURCES LIST THAT DESIGNATES CONTRIBUTING STRUCTURE STATUS, AND TO MODIFY SECTION 5.01.10 TO ADD STANDARDS FOR FENCING DESIGN/INSTALLATION.

ACTION TAKEN: A motion was made by member Minshew to approve PAB case 2020-04 as presented with modifications, seconded by member Stevenson.

Approved by unanimous voice vote.

5.3 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2020-02)

CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY SECTION 8.03.09 APPEALS IN HISTORIC DISTRICT.

ACTION TAKEN: A motion was made by member Bennet to postpone until April 2020 Meeting, seconded by member Roland.

Approved by unanimous voice vote

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1. The first part of the report deals with the general situation of the country. It is a very interesting and comprehensive survey of the country's resources, its population, and its economic conditions. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the knowledge of the country.

2. The second part of the report deals with the specific details of the country's resources. It is a very detailed and accurate survey of the country's resources, its population, and its economic conditions. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the knowledge of the country.

3. The third part of the report deals with the specific details of the country's resources. It is a very detailed and accurate survey of the country's resources, its population, and its economic conditions. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the knowledge of the country.

4. The fourth part of the report deals with the specific details of the country's resources. It is a very detailed and accurate survey of the country's resources, its population, and its economic conditions. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the knowledge of the country.

7.1 **UPDATES:** Provide Planning and Conservation Department Goals Exhibit, Action Plan, and Boards/Development Tracker (updates provided by email on March 6, 2020 for discussion at meeting.)

8. **PUBLIC COMMENT – NONE**

9. **ADJOURNMENT – 7:31PM**


Recording Secretary


Richard Clark, Chair
Genevieve Mushu, Chair



**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
Tammi Bach, City Attorney
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. 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, third line, Mr. Coyle explained it was a typo; one on page 21, Item 5, T-Hanger, which Mr. Coyle explained; and on 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, and asked about the barbed wire fencing and whether it would be pointing inside or outside of the security perimeter. 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 modifications to 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.

Vote upon passage of the motion was taken and approved unanimously by voice vote. Motion carried.

- 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 Guidebook. Member Stevenson asked about page 34, Section G(B) regarding topography of adjacent property. Mr. Desilet noted that they is information gathering.

Member Robas asked why Section 3.05.03(B) was stricken out. Mr. Desilet mentioned that nothing was ever done, been relevant, or anticipated to be done within that section so they proposed to remove it.

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

Vote upon passage of the motion was taken and approved unanimously by voice vote. Motion carried.

- 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 his disagreement with adding a prohibited use phrase. Member Robas commented adding this section could avoid additional time and energy spent by parties that might 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 exceptions could be made for Special Events. Chair Minshew had concerns about activities already taking place at the airport and being affected by this decision. Member Bennett added that the language “driving event” could be taken into consideration with the revision of this amendment. Members suggested that this revision not include events that are already in place as regular activities at the airport.

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.

Vote upon passage of the motion was taken and approved unanimously by voice vote. Motion carried.

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 stems from concerns from residents 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 item is presented at the request of the Commission. He voiced concerns about the proposal which he thinks could slow down the process 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 approve 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. Bach 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 devices in residentially zoned properties being visible from rights-of-way. Chair Spino explained the distinction and suggested to remove TV, satellite dishes, and antennas.

Chair Minshew asked if this would be retroactive for 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, renovations, and commercial applications.

Chair Minshew then addressed the trash collection facilities. Ms. Gibson explained this discussion could be expanded to include items regarding dumpsters and screening or enclosures.

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

Vote upon passage of the motion was taken and approved unanimously by voice vote. Motion carried.

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 pertaining to driveways or access points from a public street along with 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 and also inquired about concrete PSI.

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

Vote upon passage of the motion was taken and approved unanimously by voice vote. Motion carried.

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.

DRAFT

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.

Vote upon passage of the motion was taken and approved unanimously by voice vote. Motion carried.

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

Sylvie McCann, Recording Secretary

Genece Minshew, Chair

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-21
Proposed Charter Amendments

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-21 at Second Reading.

SYNOPSIS: The Charter Review Committee was commissioned in 2019 to review the City's current Charter and recommend any revisions. The committee met over the past year and submitted proposed changes to Section 10A to prohibit sale of City-owned conservation lands and restrictions on sale of recreation lands which is on the November 3, 2020 City general election ballot. The Charter Review Committee also proposed several other changes throughout the City Charter such as:

- Direct election of the mayor and vice mayor replacing straw ballot;
- Require Charter Review every 8 years
- Change the term "groups" to "seats" for Commissioners to create more clarity
- Progressive discipline and hearing for Commissioner violation of ethics, 3 absences, felony conviction or multiple violations of administrative interference rules (Sec. 10);
- Require minimum qualifications for City Manager, City Attorney and City Clerk and City Manager required to be a resident 90 days after appointment;
- Require Commission to complete annual performance evaluations for all Charter Officers;
- Provide that Commissioners, Charter Officers and advisory board members can initiate investigation of City department or employee;
- Correct the description of how Fernandina Beach was created;
- Provide that Commissioners can attend meetings virtually in case of serious medical condition; and
- Clean up legalese in favor of "plain language" with gender neutral terms
- Create new Charter section 141 providing for citizen initiatives to propose ordinances for referendum approval
- Revise oath of office for Commissioners, board members and employees to include ethics

These proposed amendments are recommended for placement on a City-only mail ballot in 2021.

FISCAL IMPACT: Ballot costs will be determined by the Nassau County Supervisor of Elections Office.

CITY ATTORNEY COMMENTS: This Ordinance changed significantly between First and Second Readings and so will have a Third Reading if approved.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-21 at Second Reading.

Tammi E. Bach, City Attorney	12/22/2020
Monica Benischeck, Administrative Services Manager	12/28/2020
Dale L. Martin, City Manager	12/31/2020
Pauline Testagrose, Comptroller	1/8/2021

Date: December 16, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2020-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER; AMENDING SECTION 1 TO REFLECT ACCURATE HISTORY OF THE CREATION OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 9 TO CHANGE "GROUP" TO "SEAT" FOR CITY COMMISSIONERS; AMENDING SECTION 10 TO REQUIRE CITY COMMISSIONERS TO COMPLETE ANNUAL PERFORMANCE EVALUATIONS FOR CHARTER OFFICERS AND TO INCLUDE PENALTIES FOR COMMISSIONERS INTERFERING WITH ADMINISTRATIVE SERVICE; AMENDING SECTION 11 BY ADDRESSING COMMISSIONER ABSENCES AND VACANCIES, INCORPORATING STATE CODE OF ETHICS FOR COMMISSIONERS AND PROVIDING DUE PROCESS PRIOR TO FORFEITURE OF COMMISSION SEAT FOR VIOLATIONS OF RULES; AMENDING SECTION 16 BY CHANGING STRAW BALLOT VOTE FOR MAYOR TO BINDING VOTE OF THE PEOPLE FOR MAYOR, REQUIRING THAT MAYORAL CANDIDATE WITH SECOND HIGHEST VOTES BE ELECTED AS VICE MAYOR; AMENDING SECTION 17 BY MAKING MAYOR RESPONSIBLE FOR COMMISSIONERS' COMPLETION OF CHARTER OFFICER EVALUATIONS; AMENDING SECTION 21 BY INCLUDING A PROVISION TO ALLOW COMMISSIONERS TO ATTEND MEETINGS USING COMMUNICATION TECHNOLOGY DUE TO A SERIOUS MEDICAL CONDITION IN COMPLIANCE WITH STATE LAW; AMENDING SECTION 25 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY MANAGER, INCREASING THE TIME FOR NEW CITY MANAGER TO BECOME CITY RESIDENT FROM THIRTY TO NINETY DAYS AND REQUIRING DESIGNATION OF CITY MANAGER PRO TEM; AMENDING SECTION 31 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY ATTORNEY AND REQUIRING THAT THE CITY ATTORNEY PROVIDE A LIST OF QUALIFIED ATTORNEYS FOR CONSIDERATION BY THE CITY COMMISSION FOR CITY ATTORNEY PRO TEM; AMENDING SECTION 41 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE POLICE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 44 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE FIRE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 47 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY CLERK AND REQUIRING DESIGNATION OF CITY CLERK PRO TEM; AMENDING SECTIONS 58 AND 60 BY PROVIDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR COMPTROLLER AND REQUIRING COMPTROLLER TO PROPOSE SOUND, WRITTEN INVESTMENT POLICIES FOR APPROVAL BY COMMISSION; AMENDING SECTION 64 BY REQUIRING COMPTROLLER TO SCHEDULED ANNUAL FINANCIAL AUDIT BY INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT; AMENDING SECTIONS 74 AND 75 BY PROHIBITING TRANSFER OF FUNDS OUT OF CONSERVATION TRUST FUND TO BE USED FOR ANY OTHER PURPOSE BESIDES CONSERVATION; REPEALING SECTION 107A TO REMOVE RESTRICTIONS ON COMMUNITY REDEVELOPMENT AREAS

(CRA’S); AMENDING SECTION 121 BY PROVIDING AN OATH OF OFFICE IN COMPLIANCE WITH STATE LAW INCLUDING FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES; AMENDING SECTION 136 PROVIDING THAT BY MAJORITY VOTE, CITY COMMISSIONERS, CHARTER OFFICERS AND MEMBERS OF APPOINTED CITY BOARDS MAY REQUEST THAT THE CITY COMMISSION INVESTIGATE A DEPARTMENT, OFFICER OR EMPLOYEE; CREATING SECTION 141 PROVIDING FOR CITIZEN INITIATIVES TO PROPOSE OR AMEND CITY ORDINANCES AND PROVIDING FOR AN INITIATIVE PROCESS; AMENDING RESERVED SECTION 142 TO REQUIRE THE CHARTER TO BE REVIEWED EVERY EIGHT YEARS BY A CHARTER REVIEW COMMITTEE MADE UP OF CITY RESIDENTS; AMENDING SECTIONS 6-8, 12-13, 22, 29-30, 59, 62, 71, 79, 137, 143, AND 144 TO CLARIFY CERTAIN PROVISIONS WITHOUT CHANGING THEIR MEANING; REPEALING SECTIONS 10B, 14-15, 20, 32-33, 45, 61, 69, 72, 78, 120, 122 AND 125 TO BE CONSISTENT WITH STATE LAW AND/OR INCORPORATING SECTIONS INTO OTHER EXISTING SECTIONS; SCHEDULING A REFERENDUM MAIL BALLOT ELECTION ON OR BEFORE JUNE 15, 2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, THE CITY OF FERNANDINA BEACH HEREBY ENACTS:

SECTION 1. It is hereby proposed that the amendments to the charter of the City of Fernandina Beach be adopted.

SECTION 2. It is proposed that Section 1 of the City of Fernandina Beach’s Charter be hereby amended to read as follows:

Section 1. Creation

~~The City of Fernandina and the City of Fernandina Beach were combined into one municipality called the City of Fernandina in 1921 pursuant to the Laws of Florida, Chapter 8949 (1921). The name of the municipality was changed to the City of Fernandina Beach (1951) and has operated as a municipal corporation pursuant to Charter since that time.~~

The City of Fernandina was first established in 1825, then later abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after referendum approval by voters.

SECTION 3. It is proposed that Section 6 of the City of Fernandina Beach’s Charter be hereby amended to read as follows:

Section 6. Boundaries.

That the following ~~shall be~~ is the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality ~~shall exercise~~ exercises its jurisdiction and powers in accordance with state law and City ordinances, to wit:

- (a) ***Original boundaries of the City.*** Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek; thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the

Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west (S1°37'W), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east (N1°54'E), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east (S3°18'E), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east (N85°53'E) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town Improvement

Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60'R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek; thence easterly, along the southerly boundary of Egan's Creek to the point of beginning.

- (b) Additions to City Boundaries. Pursuant to Florida law, the City is permitted to annex additional properties in accordance with procedures established by state and local laws. The current boundary records are kept in the City Clerk's Office and are available for view upon request.

SECTION 4. It is proposed that Section 7 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 7. Powers of City Generally

- (a) The City of Fernandina Beach ~~shall have~~ has full power and authority to:
- (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of said the municipality, by acquisition, condemnation or otherwise;
 - (2) Issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) Adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) Do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants; and
 - (5) Own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare.
 - (6) Exercise all other powers of local self-government; and
- (b) ~~The enumeration of particular powers by this Charter are not shall not be held or deemed to exclusive, but, in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the city shall have, and may exercise, all other powers which, under the constitution and laws of Florida, it would be competent for this section specifically to enumerate.~~ are some of the municipal home rule powers provided for by the Florida State Constitution and Laws of Florida, and there are other governmental, corporate and proprietary powers not enumerated in this Charter which may be exercised by the City to conduct municipal government, perform municipal functions and render municipal services. (as set forth in Section 166.021, Fla. Stats.)

SECTION 5. It is proposed that Section 8 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 8. Commissioner manager plan (form) of government.

The form of government of the City of Fernandina Beach provided for under this Act ~~shall be that~~ is known as the "Commission-Manager Plan," and the Commission ~~shall consists~~ of five (5) citizens, who ~~shall be~~ are elected at large in the manner hereinafter provided in this Charter. The Commission ~~shall constitutes~~ the governing body with powers ~~as hereinafter provided~~ to pass ordinances, adopt regulations-resolutions and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers ~~hereinafter~~ provided in this Charter and under Florida law.

SECTION 6. It is proposed that Section 9 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 9. Created; election by ~~groups~~ seats, number; term.

The City Commission shall prescribe the conduct, method, dates and manner of holding elections by ordinance in substantial compliance with the principles adopted for state elections. In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections shall be are non-partisan.

(a) ~~If an affirmative majority of the present City Commission so desires, the city shall by ordinance, motion or otherwise, elect five (5) members for said commission in the following manner:~~

~~One (1) member shall run as a candidate from and be elected by the qualified electors of group one (1), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group one (1) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group two (2), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group two (2) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group three (3), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group three (3) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group four (4), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group four (4) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group five (5), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group five (5) of said city.~~

(a) There is hereby created a City Commission to consist of five (5) electors seats of the City of Fernandina Beach, and elected at large by the qualified voters of the City of Fernandina Beach. The designation of seats is not used or construed to divide the City into Commission districts for purposes of qualification, election, or representation.

(b) ~~Members shall serve for a term of four (4) years or until their successors have been elected and take office. Elections for the groups referred to in paragraph (a) shall be held as follows: Seats 1, 2, and 3 were elected in 2020. Seats 4 and 5 were elected in 2018.~~

~~Group 1 shall be elected in 2016.~~

~~Groups 2 and 3 shall be elected in 2017 and 2020.~~

~~Groups 4 and 5 shall be elected in 2015 and 2018.~~

Thereafter, all groups seats shall be are elected every four (4) years for a term of four (4) years.

(c) If there are several candidates in each seeking the same seat group, then the candidate receiving a majority vote shall be held is elected for that seat, group. provided, however, that in the event ~~the no~~ candidate ~~shall not~~ receives a majority vote, then and in that event the two (2) candidates receiving the largest or highest number of votes shall must have their names placed on an election ballot (unless one (1) of the two (2) candidates to be elected ~~shall withdraws~~ from the race, then and in that event no run off

or second election shall will be called, and the remaining candidate ~~shall be declared~~ is elected) in a run off or second election, and In said a runoff or second election, the candidate receiving the largest or highest number of votes shall be held is elected for that seat group; provided always, however, that this shall not apply to any candidate or candidates that receive a majority vote in the first or general election. Provided, however, that No group or groups of candidates shall can qualify in for more than one (1) group seat in any general election or run off or second election in any one election year. ~~If there are no more than two (2) qualified candidates seeking the same seat, then the election for that seat will be held at the general election in conjunction with county, state, and federal elections. If there are more than two (2) qualified candidates seeking the same seat, then an initial election for that seat will be held at the primary election in conjunction with county, state and federal elections (the "Initial Election"). The two (2) candidates at the Initial Election who receive the highest number of votes for a seat will advance with the election for that seat to be held at the general election in conjunction with county, state, and federal elections. For each seat, the candidate receiving the majority vote in the general election is elected for that seat. No candidates can qualify for more than one (1) seat in any initial election or general election in any election year.~~

- (d) City elections ~~shall be~~ are nonpartisan and shall be held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission shall have has the authority to call for special elections at any time ~~not on the same dates~~ other than as the City general elections. ~~for special elections, ballot questions and referenda.~~

SECTION 7. It is proposed that Section 10 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 10. Powers generally; dealing with administrative service through Charter Officers required; penalties for violations deemed misdemeanor, penalty

(a) The Mayor and Commissioners ~~shall~~ must not, in any manner, dictate the appointment or removal of any city officers or employees whom the Charter Officer or any of ~~his/her~~ said Officer's subordinates are empowered to appoint, evaluate and supervise. City Commissioners must each complete an annual performance evaluation for each Charter Officer.

~~(b) All powers of the City, except as otherwise provided by this Charter or by the constitution of this state, are hereby vested in the City Commission. Except as otherwise provided by this Charter or by the constitution of this state, the City Commission may by ordinance or resolution prescribe the manner in which any power of the city shall be exercised.~~

~~(e)-(b)~~ The Mayor and Commissioners ~~shall~~ deal with administrative service through the respective Charter Officer. The Mayor and Commissioners ~~shall~~ must not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.

~~(d)-(c)~~ Any violation of the provisions of this section by any member of the City Commission ~~shall~~ is, upon first offense, be grounds for sanction recognition and discussion by the Commission of the violation, any second ~~or subsequent offense or violation~~ within a Commissioner's term is grounds for sanction by the City Commission, and a third offense within the same Commissioner's term is grounds for forfeiture of Commission seat by the offending Commissioner. Prior to forfeiture of a Commission seat, any Commissioner accused of violating this Section is entitled to a public hearing conducted in accordance with the City's rules of procedure for quasi-judicial hearings as adopted by ordinance. shall ~~constitutes a misdemeanor and, upon conviction thereof before any court of competent jurisdiction, the violator shall be fined in an amount not exceeding two hundred dollars (\$200.00), or be imprisoned for a period not exceeding six (6) months, or both, at the discretion of the court, and shall be subject to removal from office.~~

(e)-(d) Investigations or inquiries shall be are conducted pursuant to Section 136 of this Charter.

SECTION 5. It is proposed that Section 10A of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 10A – Referendum required for sale of city-owned recreational facilities and no sale of conservation land.

(a) — A referendum election is required prior to the sale or lease for a period of more than 40 years of “recreational facilities” such as golf courses, swimming pools, and parks.

(b) — For a referendum election under this Section 10A, the City Commission must first adopt an ordinance by unanimous vote of the Commission to put a sale or lease of recreational facilities on a ballot for the voters, and the referendum must then pass by 70% of the voters in that referendum election.

(c) — “Conservation lands”, including City-owned lands protected by conservation easements, must not be leased or sold by the City and are held by the City for the benefit of the public in perpetuity.

(d) — “Recreational facilities” and “conservation lands” are each defined in the City’s Comprehensive Plan and generally mean lands or places with a Recreation or Conservation designation, respectively, on the City’s Future Land Use Map of the City’s Comprehensive Plan. Conservation lands may also include lands owned or leased by the City and protected by conservation easements.

(1) A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City-owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have has the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(2) — “Recreational facilities” as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves; botanic, zoological or marine conservatories; sporting events, pleasure boating, swimming, fishing or any other recreational activity. Such recreational facilities shall be designated by a resolution of the City Commission and which resolution shall be is updated from time to time.

(3) A referendum election is required prior to leasing for a period of more than 40 years or sale, or other transfer of City-owned conservation land which includes land burdened by a conservation easement and/or land that is in a conservation zoning district or has a future land use map designation of conservation. The City Commission must pass an ordinance by super-majority vote to place the matter on the ballot for voters to decide. The decision of the voters is binding on the City Commission. If approved by the voters, the City Commission has the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(4) “Conservation Lands” as used in this section is hereby defined as areas owned by the City of Fernandina Beach and designated Conservation in the City’s Future Land Use Map series.

SECTION 8. It is proposed that Section 11 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 11. Qualifications of members; holding of more than one office not permitted; interest in profits of City contracts, etc., prohibited; filling vacancies.

(a) The Commission is the judge of the election and qualification of its own members, subject to review by the courts. Members of the City Commission shall must be residents of the City and have the qualifications of electors. therein. Officers and employees of the City may not hold more than one office in the City government of the City of Fernandina Beach, and shall must not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested shall must be declared void by the City Commission. City Commissioners are “public officers” under Ch. 112, Florida Statutes (Code of Ethics for Public Officers and Employees) and must abide by all of the ethical standards set forth in these statutes.

(b) Any member of the City Commission ceasing to possess the foregoing qualifications, including violations of Ch. 112, Florida Statutes (state Code of Ethics), or who has been convicted of a felony is automatically suspended from office until the City Commission conducts a public hearing and issues a ruling regarding forfeiture of the Commissioner’s seat. The public hearing must be conducted within ten (10) calendar days of a verified, written complaint or request for hearing submitted to the City Attorney. In addition, any member of the City Commission who misses three (3) regular meetings in a calendar year is automatically suspended from office until the City Commission conducts a hearing as set forth herein and issues a ruling regarding forfeiture of the Commissioner’s seat. A hearing conducted pursuant to this Section must be conducted in accordance with the City’s rules of procedure for quasi-judicial hearings, as adopted by resolution or ordinance.

(c) Any vacancy in the City Commission must be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it has occurred, appointment to fill the existing vacancy will be made by the Governor. Vacancies resulting from a recall election will be filled as required by state law.

SECTION 9. It is proposed that Section 12 of the City of Fernandina Beach’s Charter be hereby amended to read as follows:

Section 12. Salary of members.

The Mayor and City Commissioners shall receive a salary in the amount as established by appropriate City ordinance.

SECTION 10. It is proposed that Section 13 of the City of Fernandina Beach’s Charter be hereby amended to read as follows:

Section 13. Limitation on successive terms in office.

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

SECTION 11. It is proposed that Section 14 of the City of Fernandina Beach’s Charter be hereby repealed as follows:

~~Sec. 14. – Judge of election and qualifications of members. Reserved.~~

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

SECTION 12. It is proposed that Section 15 of the City of Fernandina Beach's Charter be hereby repealed as follows:

~~Sec. 15. – Vacancies, how filled. Reserved.~~

~~Any vacancy in the City Commission shall be filled until the next regular municipal election by vote of the remaining members of the Commission; provided, that if such vacancy is not filled within thirty (30) days after it shall have occurred, appointment to fill the existing vacancy shall be made by the Governor. Vacancies resulting from a recall election shall be filled as required by state law~~

SECTION 13. It is proposed that Section 16 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 16. – Mayor and Vice Mayor—When selected; procedure; term

~~(a) In case the members of the Commission are unable to agree on the selection of Mayor, at the time fixed in the Code of Ordinances for the Commission's annual organization meeting, then the Mayor shall be chosen by lot, conducted by the City attorney, who shall certify the result of such lot upon the journal of the Commission.~~

(a) The Mayor of the City will be elected by the voters by placement on the ballot as authorized in subsection (b) below and by receiving the highest number of votes for Mayor with such election to be held in conjunction with the regular general election held for the purpose of electing City Commissioners.

(b) Candidates for the mayoral election must consist of incumbent Commissioners who are not subject to reelection to the City Commission at that same election. Any eligible candidate wishing to be considered for the position of Mayor must request in writing, no later than the City Commission's deadline for qualifying for running for City Commission in the City general election, to be placed on the ballot.

(c) The mayoral candidate on the ballot with the second highest number of votes in the mayoral election must be appointed to the Vice-Mayor position.

(d) On the occasion that only one incumbent City Commissioner should choose to be on the mayoral ballot, there is no need for the mayoral election, and the one mayoral candidate must be appointed to the position of Mayor at the City Commission's annual organizational meeting. The City Commission may choose any City Commissioner not appointed as the Mayor to be the Vice-Mayor, including newly-elected Commissioners. If no incumbent City Commissioner chooses to be on the mayoral ballot, the City Commission must vote to appoint one of the Commissioners to serve as Mayor and one Commissioner to serve as Vice-Mayor, and newly-elected Commissioners may be considered.

~~(b) (e) The Mayor and Vice Mayor shall each serve a term of two (2) years to coincide with the municipal general election, beginning in 2018, unless sooner removed from office by the City Commission as provided below in subsection (e).~~

~~(e) The City Commission may, by majority vote and for any reason including but not limited to Florida Sunshine Law violations, remove the Mayor from office and appoint another incumbent Commissioner to serve as Mayor for the remainder of the two (2) year term. The person removed from the office of Mayor shall continue to serve as Commissioner until the end of their current term as Commissioner unless otherwise prohibited from serving as Commissioner by state law.~~

~~(f) On the occasion that all eligible candidates but one should withdraw from the straw ballot, election, there shall be no straw ballot election and the one remaining candidate shall be considered the primary candidate for the position of Mayor at the organizational meeting.~~

~~(g) (f) The appointee shall serve as existing Mayor and Vice Mayor will serve until the organizational meeting following the next regular general election held by the City.~~

SECTION 14. It is proposed that Section 17 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 17. - ~~Same~~—Functions and powers of the Mayor.

The powers and duties of the Mayor ~~shall be as are~~ set forth in this Charter. ~~and below: and such other duties as may be conferred upon the Mayor by official action of the City Commission.~~

- (a) The Mayor ~~shall have~~ has a voice and a vote in the proceedings of the Commission but no veto power;
- (b) The Mayor ~~shall~~ does not exercise any administrative power, unless specifically set forth in this Charter;
- (c) The Mayor ~~shall~~ presides at all meetings of the Commission and performs such other duties consistent with the office, including but not limited to ensuring that every Commissioner completes an annual performance evaluation for each Charter Officer ~~and The Mayor may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state; and~~
- (d) The Mayor ~~shall be recognized as is~~ the official head of the City ~~by the courts~~ for the purpose of serving civil processes and for all ceremonial purposes.

SECTION 15. It is proposed that Section 20 of the City of Fernandina Beach's Charter be hereby repealed as follows:

~~Sec. 20. - Same—Vacating seat of member for unexcused absence of specified duration. Reserved.~~

~~Absence from four consecutive regular meetings of the Commission, shall operate to vacate the seat of a member unless such absence is excused by the commission by resolution setting forth the fact of such excuse duly entered upon the journal.~~

SECTION 16. It is proposed that Section 21 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 21. Adoption and enactment of municipal ordinances and resolutions; quorum for City Commission.

- ~~(1)~~-(a) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.
- ~~(2)~~-(b) A majority of the members of the City Commission ~~shall~~ constitutes a quorum. Except as otherwise required by this Charter, an affirmative vote of at least three City Commissioners shall be is necessary to enact any ordinance or resolution. except that two-thirds A supermajority of the City Commission is required to enact an emergency ordinance. An affirmative vote of a majority of a quorum present is necessary to adopt any resolution. In case of a serious medical condition, as provided by Florida law, a Commissioner may be permitted to vote in real time by communication media technology instead of being physically present. On final passage, the vote of each member of the City Commission voting ~~shall~~ must be entered on the official record of the meeting. All ordinances or resolutions passed by the City Commission ~~shall~~ become effective ten (10) days after passage or as otherwise provided therein.
- ~~(3)~~-(c) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and ~~shall must~~ be signed by the presiding officer and the City Clerk. ~~of the city commission~~

SECTION 17. It is proposed that Section 25 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 25. – City Manager appointment; tenure of office; qualifications; ~~manager pro tem.~~

The City Commission ~~shall~~ must appoint a City Manager who ~~shall be~~ is the administrative head of the municipal government under the direction and supervision of the City Commission and ~~shall hold~~ holds office at the pleasure of the City Commission. The City Manager ~~shall~~ must be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the City or state at the time of appointment; however, not later than ~~30~~ 90 days after executing the Oath of Office, the City Manager ~~shall~~ must become a resident of the City. The City Manager must have prior management experience, managing at least one government organization with at least 250 employees and several departments, be a member in good standing of a professional organization such as the International City/County Management Association, and the Commission must consider more than one (1) qualified candidate for City Manager. The City Manager must be a member in good standing of a professional organization such as the International City/County Management Association prior to appointment or within six (6) months after appointment. The City Commission ~~may~~ will establish an appropriate contract for the City Manager, which ~~shall~~ contains the employment conditions, compensation, benefits and such other terms as may be appropriate. The City Manager may also be deemed to be a regular employee of the City, and the employment conditions, compensation, benefits and other terms may be set by the City Commission through ordinance, resolution or policy. ~~During the absence or disability of the City Manager, the City Commission shall designate some properly qualified person to temporarily execute the function of the City Manager.~~

SECTION 18. It is proposed that Section 29 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 29. Powers and duties enumerated.

The City Manager ~~shall be~~ is responsible to the City Commission for the proper administration of all affairs of the City, and to that end ~~his~~ has the following powers and duties ~~are and they shall be:~~

- (a) To see that the laws and ordinances are enforced;
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the City; all appointments to be made upon merit and fitness alone;
- (c) To exercise control and direct supervision over ~~all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the City Commission, including setting the compensation for officers and employees; including public utilities owned by said city.~~
- (d) To see that all terms and conditions imposed in favor of the City or its inhabitants in any ~~public utility franchise contract~~ are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the City Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;
- (e) To attend all meetings of the City Commission, and of its committees, with right to take part in the discussions, but without having a vote;
- (f) To recommend to the Commission for adoption such measures as ~~he may~~ be deemed necessary or expedient in the interests of the City;
- (g) To keep the City Commission fully advised as to the financial condition and needs of the City and to submit for its consideration an annual budget and five-year capital improvement plan;
- (h) ~~To perform such other duties as may be prescribed under this Charter or as may be required of him by ordinance or resolution of the City Commission.~~
- (i) ~~(h) He shall be purchasing agent for the City, by whom all purchases of supplies shall be made and he shall approve all vouchers for the payment of same. In the capacity of purchasing agent he shall also the conduct all~~

~~sales of personal property which the Commission may authorize to be sold as having become unnecessary or unfit for the City's use. All purchases and sales shall must conform to such regulations as the City Commission may from time to time prescribe. To be responsible for the procurement, sale of surplus, management, payment, and contract compliance for all supplies, services, and construction contracts, including any Federal, State, or other grant funded activity, at the direction of the City Commission and in accordance with all applicable City, State, or Federal laws and regulations ; and~~

~~(j) (i) To designate a City Manager pro tem to be approved by the City Commission to serve in case of absence or disability of the City Manager.~~

SECTION 19. It is proposed that the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended by creating a section formerly reserved as Section 30, which section reads as follows:

Section 30. Reserved. Salaries and compensation.

The City Manager fixes the number and compensation of all other officers and employees. The salaries or compensation must be uniform for like services in each grade of the City service, as the same will be graded or classified by the City Manager, and approved by the City Commission. All salaries and rates of pay, with dates of employment and discharge, must be immediately reported to the City Clerk. All fees and money received or collected by officers and employees must be immediately paid over to the City Comptroller on the date of their receipt.

SECTION 20. It is proposed that Section 31 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 31. City Attorney appointment and qualifications; tenure of office; powers and duties enumerated; attorney pro tem

~~a) Appointment; tenure of office; qualifications; and attorney pro tem.~~ The City Commission ~~shall~~ must appoint a City Attorney, who ~~shall~~ acts as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney ~~shall~~ serves under the direction and supervision of the City Commission and ~~shall~~ holds office at the pleasure of the City Commission. The City Attorney ~~shall~~ must be chosen on the basis of legal and administrative qualifications. The City Attorney must be a lawyer admitted to and having authority to practice in all courts of the state, including circuit and district appellate courts of Florida. The City Attorney must also be admitted to practice in the federal Middle District of Florida court and the 11th Circuit Appeals court or be admitted within six months of taking the Oath of Office. It is preferred that the City Attorney be board certified in City, County and Local Government Law by the Florida Bar Association.

(b) The City Commission ~~shall~~ must establish an appropriate contract for the City Attorney, which ~~shall~~ contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission ~~shall~~ must designate a properly qualified person to temporarily execute the functions of the office.

~~b) (c) Powers and duties enumerated.~~ The City Attorney ~~shall be~~ is responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers ~~shall be~~ are the following:

1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and ~~shall~~ endorses on each the City Attorney's approval;

2) ~~The City Attorney shall be is authorized To Take~~ such action required to avoid default judgment against the City in any litigation and ~~shall~~ must obtain authorization by resolution to prosecute and defend all causes of

action, lawsuits and claims in which the City is a party. The City Attorney ~~shall~~ must review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;

3) ~~The City Attorney shall~~ Provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney ~~shall~~ report to the City Attorney. The City Attorney ~~shall have~~ has the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein; and

4) For the purpose of serving during the absence or disability of the City Attorney, the City Attorney must propose a list of qualified attorneys for approval by the City Commission from which the City Commission may choose a City Attorney pro tem.

SECTION 21. It is proposed that Section 32 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 32. ~~Additional Duties.~~ Reserved.

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

SECTION 22. It is proposed that Section 32 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 33. ~~Qualifications.~~ Reserved.

~~The City Attorney shall be a lawyer admitted to and having authority to practice in all courts of the state.~~

SECTION 23. It is proposed that Section 41 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 41. ~~Police force~~ department—composition; authority of chief.

~~The police force department of the City of Fernandina [Beach] shall consists of a chief of police and as many subordinate officers, policemen/policewomen and employees as the City Commission shall by resolution determines by ordinance. The chief of police shall have has exclusive control of the stationing and transfer of all patrolmen and other officers and employees constituting the police force department, subject to the approval of the City Manager and under such rules and regulations as the City Commission may prescribe or as may be prescribed by the ordinances of the City. In case of riot, conflagration or like emergency, the City Manager may appoint additional police personnel for temporary service. A referendum election is required prior to the City dissolving the police department of the City or contracting out law enforcement services to another agency.~~

SECTION 24. It is proposed that Section 44 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 44. ~~Fire force~~ department; composition; authority of chief.

~~The fire force department of the City shall consists of a chief, who shall be fire warden, and as many subordinate officers, firefighter/rescue personnel and employees as the City Commission, shall, by ordinance, determines. The fire chief shall have has exclusive control of the stationing and transfer of all firefighter/rescue personnel and other officers and employees of the fire force department subject to such rules and regulations as may be prescribed by the City Manager or by ordinance of the City; he shall have the fire chief has exclusive management and control of such officers and employees as may be employed in the administration of the affairs~~

of his the force. In case of riot, conflagration or like emergency, the City Manager may appoint additional firefighter/rescue personnel for temporary service. A referendum election is required prior to the City dissolving the fire department of the City or contracting out fire/rescue services to another agency.

SECTION 25. It is proposed that Section 45 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 45. Public utilities. Reserved.

~~The City of Fernandina Beach shall have the power to own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare. The City shall have the power to do all things necessary for the operation of the utilities, and the protection of the public health and safety and welfare.~~

SECTION 26. It is proposed that Section 46 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 46. Appointment; tenure of office; qualifications; and clerk pro tem. Reserved.

~~The City Commission shall appoint a City Clerk, who shall serve under the direction and supervision of the City Commission and shall hold office at the pleasure of the City Commission. The City Clerk shall be chosen on the basis of administrative qualifications. The City Commission shall establish an appropriate contract for the City Clerk, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Clerk, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.~~

SECTION 27. It is proposed that Section 47 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 47. City Clerk appointment and qualifications; powers and duties enumerated; and City Clerk pro tem.

(a) The City Commission must appoint a City Clerk, who serves under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Clerk must be chosen on the basis of administrative qualifications. The City Clerk must be a member in good standing of a professional organization such as the Florida Association of City Clerks. The City Commission must establish an appropriate contract for the City Clerk, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate.

(b) The City Clerk shall be is responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers ~~shall be~~ are the following:

a) 1. Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal ~~shall~~ must be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal ~~shall~~ must be maintained of the proceedings of all boards and committees required by the City Commission;

b) ~~2. The City Clerk shall be~~ Is the custodian of the seal of the City;

~~e)~~ 3. Conduct municipal elections exercising authority not reserved to county constitutional officers; however, all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;

d) 4. Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;

e) 5. Serve as legal custodian of all City records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents. ~~and perform such other duties as may be required by ordinance or resolution of the City Commission, as well as such as may be required by City Clerks by the general law of the state, applicable to municipalities and not inconsistent with this charter or with any ordinance or resolution passed by the City Commission;~~

f) 6. Authenticate all ordinances, resolutions and transcripts of legislative functions;

g) 7. Publish all public notices required by the City Commission or by law;

h) 8. Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;

i) 9. Notify the City Commission of all vacancies on boards or committees established by the City Commission;

j) 10. File all liens, satisfactions and releases as authorized by the Mayor or City Manager;

k) 11. Serve as notary public on behalf of the City and attest all City documents as required;

l) 12. The direct employees of the City Clerk in the office of the City Clerk ~~shall~~ report to the City Clerk. The City Clerk ~~shall have~~ has the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein; ~~and~~

m) 13. ~~Any other duties as required by the City Commission.~~ Maintain City records of annexations and the official City boundaries, as they may be amended from time to time; and

~~(n)~~ 14. For the purpose of serving during the absence or disability of the City Clerk, a City Clerk pro tem must be proposed for approval by the City Commission.

SECTION 28. It is proposed that Section 58 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 58. Department of Finance established.

There ~~shall be~~ is established a department of Finance, which ~~shall be~~ is headed by a City Comptroller, ~~who shall be under the supervision of the City Manager.~~ The City Comptroller must be a Certified Public Accountant (CPA) or have the same training and qualifications as a CPA. The Comptroller must be a member in good standing of the Florida Government Finance Officers Association within six (6) months of starting employment with the City. The City Comptroller shall be is the custodian of all monies funds of the City and shall keeps, preserves, reconciles, records, invests and deposits all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

SECTION 29. It is proposed that Section 59 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 59. ~~Bond.~~ Liability insurance.

The City Comptroller ~~shall give a bond in the amount established by ordinance of the city commission from time to time~~ must have insurance for professional liability to protect the City.

SECTION 30. It is proposed that Section 60 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 60. Collection of interest on investments or deposits.

All moneys due as interest upon investments or deposits ~~shall be~~ is collected by the City Comptroller and placed to the credit of the City, and any and all bonds and securities taken for investments and deposits ~~shall be~~ are held by the City Comptroller for safe keeping for the benefit of the City. The Comptroller must propose sound, written investment policies which are approved by the City Commission.

SECTION 31. It is proposed that Section 61 of the City of Fernandina Beach's Charter be hereby repealed as follows:

~~Section 61. Collection of taxes, license fees and all moneys belonging to city.~~ Reserved.

~~The City Comptroller shall assure that all monies belonging to the City are properly recorded, reconciled and accounted for, including but not limited to taxes, licenses, revenue sharing, grants, special assessments, fines and income from all other sources in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the laws of the State of Florida.~~

SECTION 32. It is proposed that Section 62 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 62. Payment of moneys; procedure.

The City Comptroller ~~shall~~ issues checks to be paid from City funds only in accordance with established procedures, which procedures ~~shall~~ must be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City ~~shall~~ must be established by resolution.

SECTION 33. It is proposed that Section 64 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 64. Financial report; submission to Commission monthly.

At a regular City Commission meeting, the City Comptroller ~~shall~~ will submit monthly to the City Commission through the City Manager, a detailed report of the financial status of the City funds. The City Comptroller, or designee, ~~shall~~ will also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the Commission. In addition, the City Comptroller must schedule an annual financial audit of accounts and records by an independent certified public accountant in accordance with state law.

SECTION 34. It is proposed that Section 69 of the City of Fernandina Beach's Charter be hereby repealed as follows:

~~Section 69. How constituted.~~ Reserved.

~~The city commission may at any time appoint a fact-finding or advisory board or boards, composed of men and women who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the city commission or the city manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the city. The members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations, which shall become part of the records of the city.~~

SECTION 35. It is proposed that Section 71 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 71. Annual estimate of expenditures and revenues for forthcoming year; submission to City Commission by City Manager.

- (a) ~~In accordance with Section 29(g),~~ the City Manager ~~shall~~ sets forth an estimate of the expenditures and revenues of the City for the upcoming fiscal year. The estimate of expenditures and revenues must ~~shall~~ be submitted in compliance with the procedures set forth in the laws of Florida.
- (b) The estimates, ~~and budget and 5-year capital improvement plan so given and~~ constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year ~~shall~~ must be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the City government for the ensuing fiscal year.

SECTION 36. It is proposed that Section 72 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 72. ~~Annual budget and appropriation.~~ Reserved.

~~The city commission shall abide by the laws of the State of Florida in the preparation, submission and publication of its annual budget and appropriation by ordinance or resolution.~~

SECTION 37. It is proposed that Section 74 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 74. Transfer of funds.

Upon request of the City Manager, the City Commission may authorize a budget amendment or budget transfer by resolution. The City Manager ~~shall be~~ is authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance or resolution from time to time; provided, however, this authorization does not extend to any funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund.

SECTION 38. It is proposed that Section 75 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 75. Limitation on appropriations.

At the close of each fiscal year the unencumbered balance of each appropriation ~~shall revert~~ to the respective fund from which it was appropriated and ~~shall be~~ is subject to future appropriation. Any accruing revenue of the City; not appropriated ~~and hereinbefore provided,~~ and any balance at any time remaining after the purpose of the appropriation ~~shall have~~ has been satisfied or abandoned may from time to time be appropriated by the City Commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money ~~shall~~ may be drawn from the treasury of the City, nor ~~shall~~ any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the City Commission. No funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund may be appropriated for or applied to any expenditure for any purpose other than those set forth in the Fernandina Beach Land Conservation Program.

SECTION 39. It is proposed that Section 78 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 78. Ad valorem taxes. Reserved.

(1) ~~Pursuant to Article VII, Sec. 9 of the State Constitution and the laws of the State of Florida, this municipality is hereby authorized, to levy ad valorem taxes on real and tangible personal property within the municipality.~~

(2) ~~The assessment and collection of municipal ad valorem taxes shall be performed by appropriate officers and in such manner as is prescribed by general law.~~

(3) ~~Pursuant to and in compliance with the laws of the State of Florida, the municipality may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.~~

SECTION 40. It is proposed that Section 79 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 79. Regulatory Fees.

(a) Pursuant to the laws of the State of Florida, ~~this municipality~~ the City may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.

(b) Pursuant to and in compliance with the laws of the State of Florida, the City may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

SECTION 41. It is proposed that Section 81 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 81. Comptroller Certification of funds for contracts, obligations, etc.

~~No contract, agreement, or other obligation involving the expenditure of money shall may be entered into, nor shall any ordinance, resolution or order for the expenditure of money be passed by the City Commission or be authorized by any officer of the City, unless the Comptroller first certifies to the City Commission or to the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose. The sum so certified shall hereafter will be considered appropriated until the City is discharged from the contract, agreement or obligation.~~

The Comptroller must certify to the City and the City Commission that money to be expended for an obligation, such as a contract, is contained in the City account from which it is to be drawn and not appropriated for any other purpose prior to any action being taken by the City Commission or any City employee that commits the City to incur the obligation.

SECTION 42. It is proposed that Section 107A of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 107A. Community redevelopment areas. Reserved.

The City of Fernandina Beach is prohibited from creating any more than two non-contiguous, community redevelopment areas (CRA), pursuant to F.S. ch. 163, part III. The City of Fernandina Beach is prohibited from creating any such CRA wherein the assessed value for ad valorem tax purposes of the real property contained within such CRA would exceed two percent (2%) of the total assessed value of all real property in the city at the time of creation of such CRA.

SECTION 43. It is proposed that Section 120 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 120. Salaries and compensation. Reserved.

The city commission shall fix, by ordinance, the salary or compensation of the city attorney, the department heads, the city manager, and the city commission. The city manager shall fix the number and compensation of all other officers and employees. The salaries or compensation so fixed shall be uniform for like services in each grade of the city service, as the same shall be graded or classified by the city manager, and approved by the city commission. All such salaries and rates of pay, with dates of employment and discharge, shall be immediately reported to the city clerk. All fees and moneys received or collected by officers and employees shall be immediately paid over to the city comptroller on the date of their receipt.

SECTION 44. It is proposed that Section 121 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 121. Oath of office.

Every officer and employee of the City shall must, before entering upon the duties of his office- employment or office, take and subscribe to an oath or affirmation to be filed and kept in the office of the City Clerk, which oath must be in compliance with state law and at a minimum be in the following form:

"I, , a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Fernandina Beach and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitutions of the United States and of the State of Florida, and I will in all respects observe and implement the laws of the State of Florida and the laws and policies of the City of Fernandina Beach, including without limitation, the City's Comprehensive Plan and the standards of conduct prescribed by the Florida Code of Ethics for Public Officers and Employees. I further promise to fairly and honestly use my position to support the best interests of the citizens of Fernandina Beach."

SECTION 45. It is proposed that Section 122 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 122. Official bonds Reserved.

The city commission or city manager, in fixing the salary of any officer, clerk or employee shall determine whether or not such officer, clerk or employee shall give bond, and the amount thereof, which bond shall be procured from a regularly accredited surety company authorized to do business under the laws of Florida, the premiums on such bonds to be paid by the city. All such bonds shall be filed in the office of the city clerk.

SECTION 46. It is proposed that Section 125 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 125. Election arrangements; declaration of election results; appointment of inspectors. Reserved.

~~The city commission shall make all necessary arrangements for holding all municipal elections, and shall declare the result thereof. Inspectors, poll workers and clerks of election shall be appointed by the city commission except that if the commission shall fail to appoint them at least seven (7) days before the date of any election, the mayor may appoint them. In case of emergency, the mayor has the authority to appoint inspectors, poll workers and clerks of election.~~

SECTION 47. It is proposed that Section 136 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 136. Administrative investigations.

(a) The City Commission ~~shall~~ may by majority vote authorize investigations by resolution. The City Commission, ~~Charter Officers and members of City Commission appointed boards,~~ shall have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated, ~~and.~~ For such purpose each shall have has the power to compel the attendance of witnesses, and the production of books, papers, and other evidence; and for that purpose may issue subpoenas or attachments which shall must be signed by the Mayor or the City Manager and ~~shall must~~ shall must be served by any officer authorized by law to serve such process.

(b) The authority making such investigation ~~shall have~~ has the power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths; ~~and shall also have.~~ The authority has the power to punish as for contempt any person refusing to testify to any fact within ~~his~~ their knowledge, or produce any book or papers under ~~his~~ their control relating to the matter under investigation.

(c) Nothing in this section should be construed to limit the Charter Officers' ability to inquire into matters under their respective areas of responsibility.

SECTION 48. It is proposed that Section 141 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 141. General laws of state to apply. Initiatives.

~~All general laws of the state applicable to municipal corporations, now or which may hereafter be enacted, and which are not in conflict with the provisions of this Charter or with the ordinances and resolutions hereafter enacted by the city commission, shall be are applicable to this city; provided, however, that nothing contained in this Charter shall be is construed as limiting the power of the city commission to enact any ordinance or resolution not in conflict with the constitution of the state or with the express provisions of this Charter.~~

(a) Power to propose initiatives. The registered voters of the City have the power to propose ordinances (which can include amending existing ordinances) to the City Commission provided that such power does not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of City officers or employees. If the City Commission fails to adopt the proposed ordinance without any change in substance, the voters have the power to adopt or reject it at a City election.

(b) Commencement of proceedings. Any five (5) registered voters may commence an initiative proceeding by filing an affidavit with the City Clerk stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance to be voted upon. Promptly after the

affidavit of the petitioners' committee is filed, the City Clerk will, at the committee's request and expense, issue the appropriate petition blanks to the petitioners' committee.

(c) *Petitions.*

(1) *Number of signatures.* Initiative petitions must be signed by registered voters of the City equal in number to at least ten (10) percent of the total number of qualified voters registered to vote in the last regular City election.

(2) *Form and content.* All papers of a petition must be uniform in size and style and assembled as one instrument for filing. Each signature must be executed by hand in ink or indelible pencil and shall be followed by the address of the person signing. Petitions must contain or have attached thereto throughout their circulation; the full text of the ordinance being proposed.

(3) *Affidavit of circulator.* When filed, each paper of a petition must have attached to it an affidavit executed by its circulator stating that the circulator personally circulated the paper, giving the number of signatures thereon, and stating that all the signatures were affixed in the circulator's presence, that the circulator believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance being proposed.

(d) *Procedure after filing.*

(1) *Certificate of City Clerk; amendment.* Within twenty (20) days after the petition is filed, the City Clerk will complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and promptly send a copy of the certificate to the petitioners' committee by registered mail. The only grounds for insufficiency are failure to comply with subsection (c) of this section. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the City Clerk within two (2) days after receiving the copy of the City Clerk's certificate and files a supplementary petition with additional signatures within ten (10) days after receiving the copy of such certificate. The supplementary petition must comply with the requirements of paragraphs (2) and (3) of subsection (c) above and within five (5) days after it is filed, the City Clerk will complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request City Commission review under paragraph (2) below within the time required, the City Clerk will promptly present their certificate to the City Commission and the certificate will then be a final determination as to the sufficiency of the petition. The City Clerk will be paid by the petitioners' committee any amount charged by the Nassau County Supervisor of Elections for verification of the names on the petition.

(2) *Commission review.* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it, or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the City Commission. The City Commission will review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the City Commission's determination is then the final determination as to the sufficiency of the petition.

(3) Court review; new petition. A final determination as to the sufficiency of a petition will be subject to court review. A final determination of insufficiency, even if sustained upon court review, does not prejudice the filing of a new petition for the same purpose.

(e) Action on petitions.

(1) Action by Commission. When an initiative petition has been finally determined sufficient, the City Commission will promptly consider the proposed initiative ordinance. If the City Commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days after the date the petition was determined sufficient, the Commission will submit the proposed ordinance to the voters of the City.

(2) Submission to voters. The vote by the electorate of a proposed ordinance will be held at the next regular general City election, but not less than ninety (90) days from the date that the petition was determined sufficient. The City Commission in its discretion may provide for a special election at an earlier date than the next regular election provided that the date of the special election is at least ninety (90) days after the date that the petition was determined sufficient. Copies of the proposed ordinance will be made available at the polls.

(3) Withdrawal of petitions. An initiative petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the City by filing with the City Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request, the petition has no further force or effect and all proceedings thereon are terminated.

(f) Results of election. If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, the ordinance is considered adopted upon certification of the election results and will be treated in all respects in the same manner as ordinances of the same kind adopted by the City Commission; provided, however, that the same shall not be amended or repealed except by a vote of a supermajority of the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

SECTION 49. It is proposed that the City of Fernandina Beach Charter be amended by creating a section formerly reserved as Section 142 which section reads as follows:

Sec. 142. Reserved Charter amendment and review.

~~At least once every seven (7) years, the City Commission must appoint a Charter Review Committee, in an odd-numbered year, of not less than seven (7) members from the City electors to review the City Charter and propose any amendments or revisions, which may be advisable for placement on the election ballot.~~

- (a) This Charter may be amended by either (1) ordinance proposed and adopted by the City Commission or (2) petition proposed and signed by at least 10 percent of the total number of qualified voters registered to vote in the last regular City election; in each case, in accordance with Florida Statute 166.031.
- (b) Beginning in 2027, and at least once every eight (8) years thereafter, the City Commission must appoint a Charter Review Committee, of not less than seven (7) members from the City electors to review the City Charter and propose to the City Commission any amendments or revisions, which may be advisable for placement on the election ballot. The City Attorney is responsible for supporting such committee with staff and legal advice.

SECTION 50. It is proposed that Section 143 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 143. Savings clause.

If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same ~~shall not be held to~~ does not invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

SECTION 51. It is proposed that Section 144 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 144. When this Charter becomes effective.

The foregoing sections of this Charter shall take effect upon their ratification by a majority vote of the qualified electors of the said City of Fernandina Beach voting at a special or general election to be held in the City of Fernandina Beach.

SECTION 52. A referendum election is hereby called and will be held via mail ballot, for consideration by the voters of the City of Fernandina Beach of the proposed amendments to the City Charter. The questions to appear on the referendum mail ballot reflecting the proposed amendments to the City Charter at the mail ballot election to be scheduled on or before June 15, 2021 will be as follows:

Question No. 1

Should the Fernandina Beach City Charter be amended to change the word "groups" to "seats" to be more clear that City Commissioners do not serve districts but are elected at large for one seat? ~~and should the City eliminate runoff election in December and instead have an "initial" election, like a primary election, earlier than November when more than two candidates qualify for election to one "seat"?~~

Yes
No

Question No. 2

Should the Fernandina Beach City Charter be amended to provide that City Commissioners must complete annual performance evaluations for Charter Officers, and that City Commissioners who directly interfere in administrative duties of City employees may be subject to sanctions by the City Commission and forfeiture of their Commission seat after a public hearing?

Yes
No

Question No. 3

Should the Fernandina Beach City Charter be amended to provide that a City Commissioner convicted of a felony, is absent from 3 regular meetings in a year or violates the Florida Code of Ethics for Public Officers is suspended from office pending a hearing that can result with the accused Commissioner forfeiting their Commission seat, and that the City Commission fills vacancies on the Commission by appointment?

Yes
No

Question No. 4

Should the Fernandina Beach City Charter be amended to provide for a binding election by the voters for Mayor instead of the current non-binding straw ballot election of Mayor and appointment by City Commission?

Yes

No

Question No. 5

Should the Fernandina Beach City Charter be amended to provide that the Mayor is responsible for ensuring that City Commissioners complete annual performance evaluations for all Charter Officers (City Manager, City Attorney, City Clerk)?

Yes

No

Question No. 6

Should the Fernandina Beach City Charter be amended to allow a City Commissioner suffering from a serious medical condition to use media technology to attend and cast votes at City Commission meetings?

Yes

No

Question No. 7

Should the Fernandina Beach City Charter be amended to provide that the City Commission must consider more than one City Manager candidate for hire, that the City Manager must have prior management experience and be a member of a professional organization for city managers, and that the City Manager has 90 days to become a resident of the City after taking the oath of office?

Yes

No

Question No. 8

Should the Fernandina Beach City Charter be amended to require that the City Attorney be admitted to practice law in all courts of the state and in federal courts, and that it is preferred that the City Attorney be board certified in local government law by the Florida Bar Association?

Yes

No

Question No. 9

Should the Fernandina Beach City Charter be amended to require referendum approval by the voters in the City before the Police Department could be dissolved?

Yes
No

Question No. 10

Should the Fernandina Beach City Charter be amended to require referendum approval by the voters in the City before the Fire Department could be dissolved?

Yes
No

Question No. 11

Should the Fernandina Beach City Charter be amended to require that the City Clerk be a member of a professional clerk's association, that the City Commission have an employment contract with the City Clerk and that the City Clerk propose a City Clerk pro tem to serve in the absence of the City Clerk?

Yes
No

Question No. 12

Should the Fernandina Beach City Charter be amended to require that the Comptroller: a) have professional credentials such as Certified Public Accountant; b) be a member of the Florida Government Finance Officers Association; c) propose sound investment policies for the City; and d) schedule an annual financial audit of City accounts by an independent certified public accountant?

Yes
No

Question No. 13

Should the Fernandina Beach City Charter be amended to prohibit any transfers of money from the Land Conservation Trust Fund to any other City fund and that no funds in the Land Conservation Trust Fund can be appropriated for any purpose other than those set forth in the Fernandina Beach Land Conservation Program?

Yes
No

Question No. 14

Should the Fernandina Beach City Charter be amended to delete prohibitions on community redevelopment areas (CRA's) that limit the number to no more than 2 CRA's in the City and that no CRA can be created with properties valued collectively at more than 2% of the total assessed value of all property in the City?

Yes
No

Question No. 15

Should the Fernandina Beach City Charter be amended to provide for oath of office language for every City employee, board member and City Commissioner that includes requirements of state law and additional affirmations to abide by the City's Comprehensive Plan and Code of Ethics for Public Officers and Employees?

Yes

No

Question No. 16

Should the Fernandina Beach City Charter be amended to provide that Charter Officers and advisory board members as well as City Commissioners have the power to cause any City department or the conduct of any City officer or employee to be investigated in accordance with City procedures?

Yes

No

Question No. 17

Should the Fernandina Beach City Charter be amended to provide for a citizen initiative process to introduce new ordinances to the City Commission for approval, and if rejected by the City Commission, the ordinance initiative would go to voters of the City at a referendum election?

Yes

No

Question No. 18

Should the Fernandina Beach City Charter be amended to provide that the City Charter must be reviewed every 8 years and require the City Commission to appoint a Charter Review Committee made up of City electors to make recommendations for changes to the City Charter?

Yes

No

Question No. 19

Should the Fernandina Beach City Charter be amended to correct errors and describe the City as:

The City of Fernandina was first established in 1825, then abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after approval by voters?

Yes

No

Question No. 20

Should the City of Fernandina Beach Charter be amended to remove certain provisions that are already covered by state law, clarify certain provisions without changing the meaning by combining sections or moving sections, and revise certain provisions to be consistent with state law?

SECTION 53. The City Clerk is directed to notify the Nassau County Supervisor of Elections that the referendum items provided above will be considered by mail in ballot on (date to be determined) by the electors of the City of Fernandina Beach.

SECTION 54. This ordinance will be published in accordance with law.

SECTION 55. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof is held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application will not be affected thereby.

SECTION 56. The provisions of this ordinance will take effect immediately upon its passage and adoption. The amendments to the Charter will take effect only upon approval of a majority of the City electors voting at the referendum election on each issue and upon the filing of the amended Charter with all amendments approved by the City electors with the Secretary of State.

ENACTED this ____ day of _____, 2021.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Charter Review Committee 2020

Proposed Changes

Last updated September 21, 2020

Rationale for Some Language Changes

- **USE OF “SHALL”:** The Committee recommends removal of the word “shall” pursuant to current legal writing standards. As appropriate, it has been replaced with “will”, “must” or active language throughout the document.
- **HIS/HERS:** The Committee recommends removing all personal pronouns to be inclusive and conform to more modern style.

Section 1 – Creation

Current Language

The City of Fernandina and the City of Fernandina Beach were combined into one municipality called the City of Fernandina in 1921 pursuant to the Laws of Florida, Chapter 8949 (1921). The name of the municipality was changed to the City of Fernandina Beach (1951) and has operated as a municipal corporation pursuant to Charter since that time.

Proposed Language

~~The City of Fernandina and the City of Fernandina Beach were combined into one municipality called the City of Fernandina in 1921 pursuant to the Laws of Florida, Chapter 8949 (1921). The name of the municipality was changed to the City of Fernandina Beach (1951) and has operated as a municipal corporation pursuant to Charter since that time.~~

The City of Fernandina was first established in 1825, then later abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after referendum approval by voters.

Rationale

- The current description of the creation of the City of Fernandina Beach in the Charter is inaccurate. This new language corrects inaccuracies.

Sections 2, 3, 4, 5 - Reserved

Current Language

- Sec. 2. – Reserved.
- Sec. 3. – Reserved.
- Sec. 4. – Reserved.
- Sec. 5. – Reserved.

Proposed Language

- No changes

Section 6 – Boundaries (1 of 3)

Current Language

- That the following shall be the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality shall exercise its jurisdiction and powers in accordance with state law and City ordinances, to wit:

Proposed Language

- That the following ~~shall be~~ is the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality ~~shall~~ exercises its jurisdiction and powers in accordance with state law and City ordinances, to wit:

Section 6 – Boundaries (2 of 3)

Current Language

(a) *Original boundaries.* Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek; thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west (S1°37'W), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east (N1°54'E), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east (S3°18'E), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east (N85°53'E) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town Improvement Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60°R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek to the point of beginning.

Proposed Language

(a) *Original boundaries of the City.* Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek; thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west (S1°37'W), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east (N1°54'E), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east (S3°18'E), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east (N85°53'E) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town Improvement Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60°R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek; thence easterly, along the southerly boundary of Egan's Creek to the point of beginning.

Section 6 – Boundaries (3 of 3)

Current Language

(b) *Additions.*

(1)—Certain real property contiguous to the corporate limits of the City of Fernandina Beach, Florida, described as follows, is hereby annexed by the city and shall hereafter be a part of the corporate limits of the city:

That portion of Lots 12 and 13 lying westerly of the city limits of Fernandina Beach, Florida. Lot 14 and the easterly ½ of Lot 15, Block 2, Sadler Estates, as recorded in Plat Book 2, page 62, of the public records of Nassau County, Florida.

All of that property as described below which lies west of the westerly city limits of Fernandina Beach, Florida.

From a point of beginning: Begin at the southeast corner of Section 29, aforementioned; and run south 89°35'15" west along the southerly line of said section a distance of 213.69 feet to the center of a 25.0 feet, more or less, drainage canal; run thence north 5°02'36" east along said center of canal, a distance of 305.30 feet; run thence north 5°54'03" east continuing along said center of canal, a distance of 300.01 feet; run continuing along said center of canal a distance of 300.01 feet; run thence north 7°02'04" east continuing along said center of canal, a distance of 200.15 feet; run thence north 1°56'15" west continuing along said center of canal, a distance of 228.25 feet; run thence north 9°30'39" west continuing along said center of canal, a distance of 280.01 feet to where said center of canal intersects with the southerly boundary of Block 2, Sadler Estates, according to plat recorded in the public records of said county in Plat Book 2, page 68; run thence south 78°14' east along said southerly boundary a distance of 807.49 feet to the southeast corner of Lot 6, Block 2, aforesaid; run thence north 11°46' east along the easterly boundary of Lot 6, aforesaid, a distance of 10.0 feet to the southwest corner of Lot 5, Block 2, aforesaid; run thence south 78°14' east continuing along the southerly boundary of Block 2, aforesaid, and the easterly extension thereof, a distance of 421.69 feet to where said southerly boundary intersects with the westerly right-of-way of First Avenue extension (a 60.0 foot right-of-way); run thence south 11°07' west along said right-of-way a distance of 971.08 feet to the beginning of a curve concave to the easterly, having a radius of 1,636.86 feet; run thence in a southerly direction along the arc of said curve and right-of-way a chord distance of 203.92 feet to the point of reverse curve (the bearing of the aforesaid chord being south 7°53'15" west); run thence in a southerly direction along the arc of a curve concave to the westerly, having a radius of 1,576.86 feet and continuing along said right-of-way a chord distance of 193.96 feet to the point of tangency (the bearing of the aforesaid chord being south 7°53'15" west); run thence south 11°27' west, continue along said right-of-way a distance of 5.70 feet to where said right-of-way intersects with the southerly line of Section 20, aforementioned; run thence north 89°18" west along said southerly line, a distance of 893.67 feet to the point of beginning.

(2)—The following parcel of real property be annexed to the City of Fernandina Beach, pursuant to petition filed by the owner of said lands and approved by the City Commission of the City of Fernandina Beach, said real property and owner of same being as follows:

A portion of Section Eleven (11), Township Two (2) North, Range Twenty eight (28) East, Nassau County, Florida. Said portion being more particularly described as follows:

For a point of reference commence at the northeast corner of Section Eleven (11), aforementioned, and run south eighty five (85) degrees, fifty five (55) minutes, thirty (30) seconds west along the south right-of-way line of Bill Melton Road (a sixty (60.0) foot right-of-way) a distance of three hundred thirty-one and sixty-one hundredths (331.61) feet to the point of beginning.

From the point of beginning thus described, continue south eighty five (85) degrees, fifty five (55) minutes, thirty (30) seconds west along said right-of-way a distance of four hundred ninety-one and nineteen hundredths (491.19) feet to the beginning of a curve concave to the southeasterly, having a radius of thirty (30.0) feet; run thence in a southerly direction departing said right-of-way and along the arc of said curve, a chord distance of forty-four and thirty-eight hundredths (44.38) feet to the point of tangency (the bearing of the aforementioned chord being south thirty-eight (38) degrees, thirteen (13) minutes west); run thence south nine (09) degrees, twenty nine (29) minutes, thirty (30) seconds east a distance of one hundred thirty-five and fifty-two hundredths (135.52) feet to the beginning of a curve concave to the northwesterly, having a radius of one hundred five (105.0) feet; run thence in a southerly direction along the arc of said curve a chord distance of ninety-one and forty-seven hundredths (91.47) feet (the bearing of the aforementioned chord being south sixteen (16) degrees, nineteen (19) minutes, forty three (43) seconds west); run thence north eighty five (85) degrees, fifty five (55) minutes, thirty (30) seconds east a distance of five hundred ninety and twenty nine hundredths (590.29) feet; run thence north fifteen (15) degrees, fifteen (15) minutes, forty-one (41) seconds west a distance of two hundred fifty-eight and thirty-nine hundredths (258.39) feet to the point of beginning.

Said lands being owned by the Davis Phoenix Company, Inc., a Florida corporation, less and except the easterly sixty (60.0) feet thereof, which is owned by the City of Fernandina Beach.

Proposed Language

(b) Additions to City Boundaries.

Pursuant to Florida law, the City is permitted to annex additional properties in accordance with procedures established by state and local laws. The current boundary records are kept in the City Clerk’s Office and are available for view upon request.

Rationale – Section 6 changes

- Instead of continuously updating the Charter as the City's boundaries change, or having an outdated boundary listed, the Committee recommends having the current boundaries kept up to date in the Clerk's Office. This mirrors similar language from several peer cities.

Section 7 – Powers of City generally.

Current Language

- (a) The City of Fernandina Beach shall have full power and authority to:
- (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of said municipality, by acquisition, condemnation or otherwise;
 - (2) To issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) To adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) To do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants; and
 - (5) To exercise all other powers of local self-government.
- (b) The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but, in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the city shall have, and may exercise, all other powers which, under the constitution and laws of Florida, it would be competent for this section specifically to enumerate.

Proposed Language

- (a) The City of Fernandina Beach ~~shall have~~ has full power and authority to:
- (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of ~~said~~ the municipality, by acquisition, condemnation or otherwise;
 - (2) Issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) Adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) Do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants; ~~and~~
 - (5) Exercise all other powers of local self-government; and
- (6) Own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare.
- (b) ~~The enumeration of particular powers by this Charter are not shall not be held or deemed to be exclusive, but, in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the city shall have, and may exercise, all other powers which, under the constitution and laws of Florida, it would be competent for this section specifically to enumerate.~~ are some of the municipal home rule powers provided for by the Florida State Constitution and Laws of Florida, and there are other governmental, corporate and proprietary powers not enumerated in this Charter which may be exercised by the City to conduct municipal government, perform municipal functions and render municipal services. (as set forth in Section 166.021, Fla. Stats.)

Rationale – Section 7 Changes

- Clean up legalese; reference home rule.
- Incorporate Sec. 45 here due to relevance.
- Incorporate Sec. 141 due to relevance.

Section 8 – Commissioner-manager plan (form) of government.

Current Language

- The form of government of the City of Fernandina Beach provided for under this Act shall be that known as the "Commission-Manager Plan," and the commission shall consist of five (5) citizens, who shall be elected at large in the manner hereinafter provided. The commission shall constitute the governing body with powers as hereinafter provided to pass ordinances, adopt regulations and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers hereinafter provided.

Proposed Language

- The form of government of the City of Fernandina Beach provided for under this Act ~~shall be that~~ is known as the "Commission-Manager Plan," and the Commission ~~shall consist~~ consists of five (5) citizens, who ~~shall be~~ are elected at large in the manner ~~hereinafter~~ provided in this Charter. The Commission ~~shall constitute~~ constitutes the governing body with powers ~~as hereinafter provided~~ to pass ordinances, adopt regulations-resolutions and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers ~~hereinafter~~ provided in this Charter and under Florida law.

Rationale – Section 8 Changes

- Clean up legalese.

Section 9 - Created; election by ~~groups~~ seats, number; term. (1 of 2)

Current Language

- The City Commission shall prescribe the conduct, method, dates and manner of holding elections by ordinance, in substantial compliance with the principles adopted for state elections. In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections shall be non-partisan.

There is hereby created a City Commission to consist of five (5) electors of the City of Fernandina Beach and elected at large.

(a) If an affirmative majority of the present City Commission so desires, the city shall, by ordinance, motion or otherwise, elect five (5) members for said commission in the following manner:

One (1) member shall run as a candidate from and be elected by the qualified electors of group one (1), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group one (1) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group two (2), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group two (2) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group three (3), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group three (3) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group four (4), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group four (4) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group five (5), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group five (5) of said city.

Proposed Language

The City Commission shall prescribe the conduct, method, dates and manner of holding elections by ordinance. ~~in substantial compliance with the principles adopted for state elections.~~ In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections shall be ~~are~~ non-partisan.

(a) There is hereby created a City Commission to consist of five (5) ~~electors~~ seats of the City of Fernandina Beach, ~~and elected at large by the qualified voters of the City of Fernandina Beach.~~ The designation of seats is not used or construed to divide the City into Commission districts for purposes of qualification, election, or representation.

~~(a) If an affirmative majority of the present City Commission so desires, the city shall by ordinance, motion or otherwise, elect five (5) members for said commission in the following manner:~~

~~One (1) member shall run as a candidate from and be elected by the qualified electors of group one (1), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group one (1) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group two (2), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group two (2) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group three (3), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group three (3) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group four (4), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group four (4) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group five (5), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group five (5) of said city.~~

Section 9 - Created; election by ~~groups~~ seats; number; term. (2 of 2)

Current Language

- (b) Members shall serve for a term of four (4) years or until their successors have been elected and take office. Elections for the groups referred to in paragraph (a) shall be held as follows:

Group 1 shall be elected in 2016.

Groups 2 and 3 shall be elected in 2017 and 2020.

Groups 4 and 5 shall be elected in 2015 and 2018.

Thereafter, all groups shall be elected every four (4) years for a term of four (4) years.

- (c) If there are several candidates in each group, then the candidate receiving a majority vote shall be held elected for that group, provided, however, that in the event the candidate shall not receive a majority vote, then and in that event the two (2) candidates receiving the largest or highest votes shall have their names placed on an election ballot (unless one (1) of the two (2) candidates to be elected shall withdraw from the race, then and in that event no run off or second election shall be called and the remaining candidate shall be declared elected) in a run off or second election and in said run off or second election the candidate receiving the largest or highest votes shall be held elected for that group; provided always, however, that this shall not apply to any candidate or candidates that receive a majority vote in the first or general election. Provided, however, that no group or groups of candidates shall qualify in more than one (1) group in any general election or run off or second election in any one year.
- (d) City elections shall be nonpartisan and shall be held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission shall have the authority to call for special elections at any time not on the same dates as the City general elections for special elections, ballot questions and referenda.

Proposed Language

- (b) Members ~~shall serve for a term of four (4) years or until their successors have been elected and take office. Elections for the groups referred to in paragraph (a) shall be held as follows:~~ Seats 1, 2, and 3 were elected in 2020. Seats 4 and 5 were elected in 2018.

~~Group 1 shall be elected in 2016.~~

~~Groups 2 and 3 shall be elected in 2017 and 2020.~~

~~Groups 4 and 5 shall be elected in 2015 and 2018.~~

Thereafter, all groups seats shall be ~~are~~ elected every four (4) years for a term of four (4) years.

- (c) ~~— If there are several candidates in each seeking the same seat group, then the candidate receiving a majority vote shall be held is elected for that seat. group. provided, However, that in the event the no candidate shall not receives a majority vote, then and in that event the two (2) candidates receiving the largest or highest number of votes shall must have their names placed on an election ballot unless one (1) of the two (2) candidates to be elected shall withdraws from the race, then and in that event no run off or second election shall will be called, and the remaining candidate shall be declared is elected. in a run off or second election and In said a run off or second election, the candidate receiving the largest or highest number of votes shall be held is elected for that seat. group; provided always, however, that this shall not apply to any candidate or candidates that receive a majority vote in the first or general election. Provided, however, that No group or groups of candidates shall can qualify in for more than one (1) group seat in any general election or run off or second election in any one election year. If there are no more than two (2) qualified candidates seeking the same seat, then the election for that seat will be held at the general election in conjunction with county, state, and federal elections. If there are more than two (2) qualified candidates seeking the same seat, then an initial election for that seat will be held at the primary election in conjunction with county, state and federal elections (the "Initial Election"). The two (2) candidates at the Initial Election who receive the highest number of votes for a seat will advance with the election for that seat to be held at the general election in conjunction with county, state, and federal elections. For each seat, the candidate receiving the majority vote in the general election is elected for that seat. No candidates can qualify for more than one (1) seat in any initial election or general election in any election year.~~

- (d) City elections ~~shall be~~ are nonpartisan and shall be held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission ~~shall have~~ has the authority to call for special elections at any time ~~not on the same dates other than~~ as the City general elections. ~~for special elections, ballot questions and referenda.~~

Rationale – Section 9 Changes

- Clean up legalese; change “groups” to “seats” at large, remove redundant clauses.
- Creates an “initial election” to eliminate December runoff
- Committee recommends that Rank Choice Voting be investigated and considered by the City Commission when the state approves voting software that can accommodate Rank Choice Voting. The City of Sarasota approved Rank Choice Voting by referendum charter change in 2007 but cannot use this method since state has not approved and certified voting equipment to tally votes for this method.

Section 10 – Powers generally; dealing with administrative service through Charter Officers required; penalties for violations ~~deemed misdemeanor, penalty~~

Current Language

(a) The Mayor and Commissioners shall not, in any manner, dictate the appointment or removal of any city officers or employees whom the Charter Officer or any of his/her subordinates are empowered to appoint, evaluate and supervise.

(b) All powers of the City, except as otherwise provided by this Charter or by the constitution of this state, are hereby vested in the City Commission. Except as otherwise provided by this Charter or by the constitution of this state, the City Commission may by ordinance or resolution prescribe the manner in which any power of the city shall be exercised.

(c) The Mayor and Commissioners shall deal with administrative service through the respective Charter Officer. The Mayor and Commissioners shall not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.

(d) Any violation of the provisions of this section by any member of the City Commission shall, upon first offense be grounds for sanction by the Commission, and any second or subsequent offense or violation within a commissioner's term shall constitute a misdemeanor and, upon conviction thereof before any court of competent jurisdiction the violator shall be fined in an amount not exceeding two hundred dollars (\$200.00), or be imprisoned for a period not exceeding six (6) months, or both, at the discretion of the court, and shall be subject to removal from office.

(e) Investigations or inquiries shall be conducted pursuant to Section 136 of this charter.

Proposed Language

(a) The Mayor and Commissioners ~~shall~~ must not, in any manner, dictate the appointment or removal of any City officers or employees whom ~~the a~~ Charter Officer or any of ~~his/her~~ the Charter Officer's subordinates are empowered to appoint, evaluate and supervise. City Commissioners must each complete an annual performance evaluation for each Charter Officer.

~~(b) All powers of the City, except as otherwise provided by this Charter or by the constitution of this state, are hereby vested in the City Commission. Except as otherwise provided by this Charter or by the constitution of this state, the City Commission may by ordinance or resolution prescribe the manner in which any power of the city shall be exercised.~~

~~(c)~~(b) The Mayor and Commissioners ~~shall~~ deal with administrative service through the respective Charter Officer. The Mayor and Commissioners ~~shall~~ must not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.

~~(d)~~(c) Any violation of the provisions of this section by any member of the City Commission ~~shall is~~, upon first offense, be grounds for sanction recognition and discussion by the Commission of the violation, any second or subsequent offense or violation within a Commissioner's term is grounds for sanction by the City Commission, and a third offense within the same Commissioner's term is grounds for forfeiture of the Commission seat by the offending Commissioner. Prior to forfeiture of a Commission seat, any Commissioner accused of violating this Section is entitled to a public hearing conducted in accordance with the City's rules of procedure for quasi-judicial hearings as adopted by ordinance. shall constitutes a misdemeanor and, upon conviction thereof before any court of competent jurisdiction, the violator shall may be fined in an amount not exceeding two hundred dollars (\$200.00), or be imprisoned for a period not exceeding six (6) months, or both, at the discretion of the court, and shall be is subject to removal from office.

~~(e)~~(d) Investigations or inquiries ~~shall be~~ are conducted pursuant to Section 136 of this Charter.

Rationale – Section 10 Changes

- Clean up legalese.
- Changed penalty and process for interference.
- Added requirement of annual review for Charter Officers.

Section 10A - Referendum required for sale of City-owned recreational facilities and no sale of conservation land.

Current Language

(1) A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(2) "Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves; botanic, zoological or marine conservatories; sporting events, pleasure boating, swimming, fishing or any other recreational activity. Such recreational facilities shall be designated by a resolution of the City Commission and which resolution shall be updated from time to time.

Proposed Language

- (a) (1) A referendum election is required prior to the sale or lease for a period of more than 40 years of "recreational facilities" such as golf courses, swimming pools, and parks.
- (b) (2) For a referendum election under this Section 10A, the City Commission must first adopt an ordinance by unanimous vote of the Commission to put a sale or lease of recreational facilities on a ballot for the voters, and the referendum must then pass by 70% of the voters in that referendum election.
- (c) "Conservation lands", including City-owned lands protected by conservation easements, must not be leased or sold by the City and are held by the City for the benefit of the public in perpetuity.
- (d) "Recreational facilities" and "conservation lands" are each defined in the City's Comprehensive Plan and generally mean lands or places with a Recreation or Conservation designation, respectively, on the City's Future Land Use Map of the City's Comprehensive Plan. Conservation lands may also include lands owned or leased by the City and protected by conservation easements.

(1) A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(2) "Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves; botanic, zoological or marine conservatories; sporting events, pleasure boating, swimming, fishing or any other recreational activity. Such recreational facilities shall be designated by a resolution of the City Commission and which resolution shall be updated from time to time.

(3) A referendum election is required prior to leasing for a period of more than 40 years or sale, or other transfer of City owned conservation land which includes land burdened by a conservation easement and/or land that is in a conservation zoning district or has a future land use map designation of conservation. The City Commission must pass an ordinance by super majority vote to place the matter on the ballot for voters to decide. The decision of the voters is binding on the City Commission. If approved by the voters, the City Commission has the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(4) "Conservation Lands" as used in this section is hereby defined as areas owned by the City of Fernandina Beach and designated Conservation in the City's Future Land Use Map series.

Rationale – Section 10A Changes

- Clean up legalese.
- Add prohibition for sale or lease of conservation lands.
- Restrictive referendum requirement of sale or long term lease of recreational facilities.

Section 10B - ~~General power to borrow money and issue bonds.~~ Reserved.

Current Language

- The City of Fernandina Beach shall have the power to borrow money, contract loans, and issue bonds, notes and other obligations or evidences of indebtedness in accordance with Florida law.

Proposed Language

- ~~The City of Fernandina Beach shall have the power to borrow money, contract loans, and issue bonds, notes and other obligations or evidences of indebtedness in accordance with Florida law.~~
- Delete and reserve.

Rationale – Section 10B Changes

- Redundant and covered by state law.

Section 11 - Qualifications of members; holding of more than one office not permitted; interest in profits of City contracts, ~~etc., prohibited~~; filling vacancies.

Current Language

- Members of the commission shall be residents of the city and have the qualifications of electors therein. Officers and employees of the city may not hold more than one office in the city government of the City of Fernandina Beach, and shall not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested shall be declared void by the commission.

Proposed Language

- (a) The Commission is the judge of the election and qualification of its own members, subject to review by the courts. Members of the City Commission shall must be residents of the City and have the qualifications of electors. therein. Officers and employees of the City may not hold more than one office in the City government of the City of Fernandina Beach, and shall must not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested shall must be declared void by the City Commission. City Commissioners are "public officers" under Ch. 112, Florida Statutes (Code of Ethics for Public Officers and Employees) and must abide by all of the ethical standards set forth in these statutes.
- (b) Any member of the City Commission ceasing to possess the foregoing qualifications, including violations of Ch. 112, Florida Statutes (state Code of Ethics), or who has been convicted of a felony is automatically suspended from office until the City Commission conducts a public hearing and issues a ruling regarding forfeiture of the Commissioner's seat. The public hearing must be conducted within ten (10) calendar days of a verified, written complaint or request for hearing submitted to the City Attorney. In addition, any member of the City Commission who misses three (3) regular meetings in a calendar year is automatically suspended from office until the City Commission conducts a hearing as set forth herein and issues a ruling regarding forfeiture of the Commissioner's seat. A hearing conducted pursuant to this Section must be conducted in accordance with the City's rules of procedure for quasi-judicial hearings, as adopted by resolution or ordinance.
- (c) Any vacancy in the City Commission must be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it has occurred, appointment to fill the existing vacancy will be made by the Governor. Vacancies resulting from a recall election will be filled as required by state law.

Rationale – Section 11

- Clean up legalese
- Moves Section 14 to Section 11
- Moves Section 15 to Section 11
- Moves Section 20 to Section 11
- Makes absenteeism consistent with requirements for advisory boards
- Highlights public officials code of ethics
- Due process before forfeiture of Commission seat

Section 12 - Salary of members

Current Language

- The Mayor and City Commissioners shall receive a salary in the amount as established by appropriate city ordinance.

Proposed Language

- The Mayor and City Commissioners ~~shall~~ receive a salary ~~in the amount~~ as established by appropriate City ordinance.

Rationale – Section 12

- Clean up legalese

Section 13 - Limitation on successive terms in office.

Current Language

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

Proposed Language

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

Rationale – Section 13

- Clean up legalese

Section 14 - ~~Judge of election and qualifications of members.~~ Reserved.

Current Language

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

Proposed Language

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

Rationale – Section 14

- Moved to Section 11

Section 15 - ~~Vacancies, how filled.~~ Reserved.

Current Language

- Any vacancy in the city commission shall be filled until the next regular municipal election by vote of the remaining members of the commission; provided, that if such vacancy is not filled within thirty (30) days after it shall have occurred, appointment to fill the existing vacancy shall be made by the governor. Vacancies resulting from a recall election shall be filled as required by state law.

Proposed Language

- ~~Any vacancy in the City Commission shall be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it shall have has occurred, appointment to fill the existing vacancy shall be made by the Governor. Vacancies resulting from a recall election shall be filled as required by state law.~~
- Delete and reserve.

Rationale – Section 15

- Moved to Section 11

Section 16 - Mayor—When selected; procedure; term

Current Language

(a) In case the members of the Commission are unable to agree on the selection of Mayor, at the time fixed in the Code of Ordinances for the Commission's annual organization meeting, then the Mayor shall be chosen by lot, conducted by the city attorney, who shall certify the result of such lot upon the journal of the commission.

(b) The mayor shall serve a term of two (2) years to coincide with the municipal general election beginning in 2018, unless sooner removed from office by the City Commission as provided below in subsection (c).

(c) The City Commission may, by majority vote and for any reason, remove the Mayor from office and appoint another incumbent commissioner to serve as Mayor for the remainder of the two (2) year term. The person removed from the office of Mayor shall continue to serve as commissioner until the end of their current term as commissioner unless otherwise prohibited from serving as commissioner by state law.

Proposed Language

~~(a) In case the members of the Commission are unable to agree on the selection of Mayor, at the time fixed in the Code of Ordinances for the Commission's annual organization meeting, then the Mayor shall be chosen by lot, conducted by the City attorney, who shall certify the result of such lot upon the journal of the Commission.~~

(a) The Mayor of the City will be elected by the voters by placement on the ballot as authorized in subsection (b) below and by receiving the highest number of votes for Mayor with such election to be held in conjunction with the regular election held for the purpose of electing City Commissioners.

(b) Candidates for the mayoral election must consist of incumbent Commissioners who are not subject to reelection to the City Commission at that same election. Any eligible candidate wishing to be considered for the position of Mayor must request in writing, no later than the City Commission's deadline for qualifying for running for City Commission in the City general election, to be placed on the ballot.

(c) The mayoral candidate on the ballot with the second highest number of votes in the mayoral election must be appointed to the Vice-Mayor position.

(d) On the occasion that only one incumbent City Commissioner should choose to be on the mayoral ballot, there is no need for the mayoral election, and the one mayoral candidate must be appointed to the position of Mayor at the City Commission's annual organizational meeting. The City Commission may choose any City Commissioner not appointed as the Mayor to be the Vice-Mayor, including newly-elected Commissioners. If no incumbent City Commissioner chooses to be on the mayoral ballot, the City Commission must vote to appoint one of the Commissioners to serve as Mayor and one Commissioner to serve as Vice-Mayor, and newly-elected Commissioners may be considered.

~~(e) The Mayor and Vice Mayor shall each serve a term of two (2) years to coincide with the municipal general election, beginning in 2018, unless sooner removed from office by the City Commission as provided below in subsection (c).~~

~~(c) The City Commission may, by majority vote and for any reason including but not limited to Florida Sunshine Law violations, remove the Mayor from office and appoint another incumbent Commissioner to serve as Mayor for the remainder of the two (2) year term. The person removed from the office of Mayor shall continue to serve as Commissioner until the end of their current term as Commissioner unless otherwise prohibited from serving as Commissioner by state law.~~

~~(f) On the occasion that all eligible candidates but one should withdraw from the straw ballot, election, there shall be no straw ballot election and the one remaining candidate shall be considered the primary candidate for the position of Mayor at the organizational meeting.~~

~~(g) (f) The appointee shall serve as existing Mayor and Vice Mayor will serve until the organizational meeting following the next regular general election held by the City.~~

Rationale – Section 16

- Clean up legalese.
- Changes how mayor and vice mayor are selected from current straw ballot vote to direct election by voters.

Section 17 - ~~Same~~—Functions and powers of the Mayor.

Current Language

- The powers and duties of the Mayor shall be as set forth in this Charter and such other duties as may be conferred upon the Mayor by official action of the City Commission. The Mayor shall have a voice and a vote in the proceedings of the commission but no veto power. The Mayor shall not exercise any administrative power, unless specifically set forth in this Charter. The Mayor shall preside at all meetings of the commission and perform such other duties consistent with the office, and may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state. The Mayor shall be recognized as the official head of the city by the courts for the purpose of serving civil processes and for all ceremonial purposes.

Proposed Language

The powers and duties of the Mayor ~~shall be as are~~ set forth in this Charter. ~~and below: and such other duties as may be conferred upon the Mayor by official action of the City Commission.~~

(a) The Mayor ~~shall have~~ has a voice and a vote in the proceedings of the Commission but no veto power;

(b) The Mayor ~~shall~~ does not exercise any administrative power, unless specifically set forth in this Charter;

(c) The Mayor ~~shall~~ presides at all meetings of the Commission and performs such other duties consistent with the office, including but not limited to ensuring that every Commissioner completes an annual performance evaluation for each Charter Officer. ~~and The Mayor may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state; and~~

(d) The Mayor ~~shall be recognized as~~ is the official head of the City ~~by the courts~~ for the purpose of serving civil processes and for all ceremonial purposes.

Rationale – Section 17

- Clean up legalese
- Mayor responsible to ensure Charter officer evaluations are conducted

Sections 18, 19 – Reserved.

Current Language

- Sec. 18. – Reserved.
- Sec. 19. – Reserved.

Proposed Language

- No changes

Section 20 - ~~Same~~—~~Vacating seat of member for unexcused absence of specified duration.~~ Reserved.

Current Language

- Absence from four consecutive regular meetings of the commission shall operate to vacate the seat of a member, unless such absence is excused by the commission by resolution setting forth the fact of such excuse duly entered upon the journal.

Proposed Language

- ~~Absence from four consecutive regular meetings of the Commission₂ shall operate to vacate the seat of a member unless such absence is excused by the commission by resolution setting forth the fact of such excuse duly entered upon the journal.~~

Rationale – Section 20

- Moved to Section 11

Section 21 - Adoption and enactment of municipal ordinances and resolutions; quorum for City Commission.

Current Language

(1) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.

(2) A majority of the members of the city commission shall constitute a quorum. An affirmative vote of at least three city commissioners shall be necessary to enact any ordinance or resolution; except that two-thirds of the city commission is required to enact an emergency ordinance. An affirmative vote of a majority of a quorum present is necessary to adopt any resolution. On final passage, the vote of each member of the city commission voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the city commission shall become effective ten (10) days after passage or as otherwise provided therein.

(3) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the presiding officer and the clerk of the city commission.

Proposed Language

~~(1)~~-(a) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.

~~(2)~~-(b) A majority of the members of the City Commission shall constitute a quorum. An affirmative vote of at least three City Commissioners shall be necessary to enact any ordinance or resolution; except that two-thirds a supermajority of the City Commission is required to enact an emergency ordinance. ~~An affirmative vote of a majority of a quorum present is necessary to adopt any resolution.~~ In case of a serious medical condition, as provided by Florida law, a Commissioner may be permitted to vote in real time by communication media technology instead of being physically present. On final passage, the vote of each member of the City Commission voting shall must be entered on the official record of the meeting. All ordinances or resolutions passed by the City Commission shall become effective ten (10) days after passage or as otherwise provided therein.

~~(3)~~-(c) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and ~~shall must~~ be signed by the presiding officer and the City Clerk of the city commission.

Rationale – Section 21

- Clean up legalese
- Allow for virtual participation in medical necessity

Section 22 – ~~Reserved.~~ Boards.

Current Language

- Reserved.

Proposed Language

- The City Commission may at any time appoint a ~~fact-finding or an~~ advisory board or boards committee, on a standing or ad hoc basis, ~~composed of men and women who are~~ residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission or the City Manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the City. The members of any ~~such board or committee shall~~ serve without compensation for the time fixed in their appointment or at the pleasure of the Commission, and their duties ~~shall be~~ are to consult and advise with ~~such~~ municipal officers and make written recommendations, which ~~shall~~ then become part of the records of the City.

Rationale – Section 22

- Moved from Sec. 69 for relevance.

Section 23, 24 – Reserved.

Current Language

- Sec. 23. – Reserved.
- Sec. 24. – Reserved.

Proposed Language

- No changes

Section 25 – City Manager appointment; tenure of office; qualifications; ~~manager pro tem~~.

Current Language

- The city commission shall appoint a city manager who shall be the administrative head of the municipal government under the direction and supervision of the city commission, and shall hold office at the pleasure of the city commission. The city manager shall be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the city or state at the time of appointment; however, not later than 30 days after executing the Oath of Office, the city manager shall become a resident of the city. The city commission may establish an appropriate contract for the city manager, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. The city manager may also be deemed to be a regular employee of the city, and the employment conditions, compensation, benefits and other terms may be set by the city commission through ordinance, resolution or policy. During the absence or disability of the city manager, the city commission shall designate some properly qualified person to temporarily execute the function of the city manager.

Proposed Language

- The City Commission ~~shall~~ must appoint a City Manager who ~~shall be~~ is the administrative head of the municipal government under the direction and supervision of the City Commission and ~~shall~~ holds office at the pleasure of the City Commission. The City Manager ~~shall~~ must be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the City or state at the time of appointment; however, not later than ~~30~~ 90 days after executing the Oath of Office, the City Manager ~~shall~~ must become a resident of the City. The City Manager must have prior management experience managing at least one government organization with at least 250 employees and several departments, be a member in good standing of a professional organization such as the International City/County Management Association, and the Commission must consider more than one (1) qualified candidate for City Manager. The City Manager must be a member in good standing of a professional organization such as the International City/County Management Association prior to appointment or within six (6) months after appointment. The City Commission ~~may~~ will establish an appropriate contract for the City Manager, which ~~shall~~ contains the employment conditions, compensation, benefits and such other terms as may be appropriate. The City Manager may also be deemed to be a regular employee of the City, and the employment conditions, compensation, benefits and other terms may be set by the City Commission through ordinance, resolution or policy. ~~During the absence or disability of the City Manager, the City Commission shall designate some properly qualified person to temporarily execute the function of the City Manager.~~

Rationale – Section 25

- Clean up legalese
- Expand time for new City Manager to relocate
- Added minimum qualifications for City Manager

Section 26, 27, 28 – Reserved.

Current Language

- Sec. 26. – Reserved.
- Sec. 27. – Reserved.
- Sec. 28. – Reserved.

Proposed Language

- No changes

Section 29 - Powers and duties enumerated.

Current Language

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

- (a) To see that the laws and ordinances are enforced.
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the city; all appointments to be made upon merit and fitness alone.
- (c) To exercise control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the city commission, including public utilities owned by said city.
- (d) To see that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the city attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.
- (e) To attend all meetings of the city commission, and of its committees, with right to take part in the discussions, but without having a vote.
- (f) To recommend to the commission for adoption such measures as he may deem necessary or expedient in the interests of the city.
- (g) To keep the city commission fully advised as to the financial condition and needs of the city and to submit for its consideration an annual budget.
- (h) To perform such other duties as may be prescribed under this Charter or as may be required of him by ordinance or resolution of the city commission.
- (i) He shall be purchasing agent for the city, by whom all purchases of supplies shall be made and he shall approve all vouchers for the payment of same. In the capacity of purchasing agent he shall also conduct all sales of personal property which the commission may authorize to be sold as having become unnecessary or unfit for the city's use. All purchases and sales shall conform to such regulations as the city commission may from time to time prescribe.

Proposed Language

The City Manager ~~shall be~~ is responsible to the City Commission for the proper administration of all affairs of the City, and to that end ~~he has the following powers and duties are and they shall be:~~

- (a) To see that the laws and ordinances are enforced;
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the City; all appointments to be made upon merit and fitness alone;
- (c) To exercise control and direct supervision over ~~all~~ departments and divisions of the municipal government under this Charter, or which may hereafter be created by the City Commission, including setting the compensation for officers and employees; including public utilities owned by said city.
- (d) To see that all terms and conditions imposed in favor of the City or its inhabitants in any ~~public utility franchise contract~~ are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the City Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;
- (e) To attend all meetings of the City Commission, and of its committees, with right to take part in the discussions, but without having a vote;
- (f) To recommend to the Commission for adoption such measures as ~~he may deem~~ necessary or expedient in the interests of the City;
- (g) To keep the City Commission fully advised as to the financial condition and needs of the City and to submit for its consideration an annual budget and five-year capital improvement plan;
- (~~h~~) ~~To perform such other duties as may be prescribed under this Charter or as may be required of him by ordinance or resolution of the City Commission.~~
- (~~h~~) (h) He shall be purchasing agent for the City, by whom all purchases of supplies shall be made and he shall approve all vouchers for the payment of same. ~~In the capacity of purchasing agent he shall also conduct all sales of personal property which the Commission may authorize to be sold as having become unnecessary or unfit for the City's use. All purchases and sales shall must conform to such regulations as the City Commission may from time to time prescribe.~~ To be responsible for the procurement, sale of surplus, management, payment, and contract compliance for all supplies, services, and construction contracts, including any Federal, State, or other grant funded activity, at the direction of the City Commission and in accordance with all applicable City, State, or Federal laws and regulations ; and
- (~~h~~) (i) To designate a City Manager pro tem to be approved by the City Commission to serve in case of absence or disability of the City Manager.

Rationale – Section 29

- Clean up legalese
- Require City Manager to designate pro tem
- Require CM to prepare a capital improvement plan

Section 30 – ~~Reserved.~~ Salaries and compensation.

Current Language

- Sec. 30. – Reserved.

Proposed Language

- The City Manager shall fix the number and compensation of all other officers and employees. The salaries or compensation so fixed shall must be uniform for like services in each grade of the City service, as the same shall will be graded or classified by the City Manager, and approved by the City Commission. All such salaries and rates of pay, with dates of employment and discharge, shall must be immediately reported to the City Clerk. All fees and moneys received or collected by officers and employees shall must be immediately paid over to the City Comptroller on the date of their receipt.

Rationale – Section 30

- Moved from Sec. 120 for relevancy
- Clean up legalese

Section 31 - City Attorney appointment and qualifications; tenure of office; powers and duties enumerated; attorney pro tem

Current Language

a) *Appointment; tenure of office; qualifications; and attorney pro tem.* The City Commission shall appoint a city attorney, who shall act as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney shall serve under the direction and supervision of the City Commission and shall hold office at the pleasure of the City Commission. The City Attorney shall be chosen on the basis of legal and administrative qualifications. The City Commission shall establish an appropriate contract for the City Attorney, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.

b) *Powers and duties enumerated.* The City Attorney shall be responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers shall be the following:

- 1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and shall endorse on each the City Attorney's approval;
- 2) The City Attorney shall be authorized to take such action required to avoid default judgment against the City in any litigation and shall obtain authorization by resolution to prosecute and defend all causes of action, lawsuits and claims in which the City is a party. The City Attorney shall review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;
- 3) The City Attorney shall provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney shall report to the City Attorney. The City Attorney shall have the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein.

Proposed Language

a) ~~Appointment; tenure of office; qualifications; and attorney pro tem.~~ The City Commission ~~shall~~ must appoint a City Attorney, who ~~shall~~ must act as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney ~~shall~~ must serve under the direction and supervision of the City Commission and ~~shall~~ must hold office at the pleasure of the City Commission. The City Attorney ~~shall~~ must be chosen on the basis of legal and administrative qualifications. The City Attorney must be a lawyer admitted to and having authority to practice in all courts of the state, including circuit and district appellate courts of Florida. The City Attorney must also be admitted to practice in the federal Middle District of Florida court and the 11th Circuit Appeals court or be admitted within six months of taking the Oath of Office. It is preferred that the City Attorney be board certified in City, County and Local Government Law by the Florida Bar Association.

(b) The City Commission ~~shall~~ must establish an appropriate contract for the City Attorney, which ~~shall~~ must contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission ~~shall~~ must designate a properly qualified person to temporarily execute the functions of the office.

~~b) (c)~~ Powers and duties enumerated. The City Attorney ~~shall be~~ is responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers ~~shall be~~ are the following:

- 1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and ~~shall~~ must endorse on each the City Attorney's approval;
- 2) ~~The City Attorney shall be authorized to take~~ such action required to avoid default judgment against the City in any litigation and ~~shall~~ must obtain authorization by resolution to prosecute and defend all causes of action, lawsuits and claims in which the City is a party. The City Attorney ~~shall~~ must review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;
- 3) ~~The City Attorney shall~~ Provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney ~~shall~~ must report to the City Attorney. The City Attorney ~~shall have~~ has the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein; and
- 4) For the purpose of serving during the absence or disability of the City Attorney, the City Attorney must propose a list of qualified attorneys for approval by the City Commission from which the City Commission may choose a City Attorney pro tem.

Rationale – Section 31

- Clean up legalese
- Incorporate Sections 32 and 33

Section 32 - ~~Additional duties.~~ Reserved.

Current Language

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

Proposed Language

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

Rationale – Section 32

- Delete and move attorney pro tem language to Section 31
- Reserve

Section 33 – Qualifications. Reserved.

Current Language

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

Proposed Language

- ~~The City Attorney shall must be a lawyer admitted to and having authority to practice in all courts of the state, including circuit and district appellate courts of Florida. The City Attorney must also be admitted to practice in the federal Middle District of Florida court and the 11th Circuit Appeals court or be admitted within six months of taking the Oath of Office. It is preferred that the City Attorney be board certified in City, County and Local Government Law by the Florida Bar Association.~~
- Delete and reserve.

Rationale – Section 33

- Delete and move to Section 31
- Reserve

Section 34, 35, 36, 37, 38 – Reserved.

Current Language

- Sec. 34. – Reserved.
- Sec. 35. – Reserved.
- Sec. 36. – Reserved.
- Sec. 37. – Reserved.
- Sec. 38. – Reserved.

Proposed Language

- No changes

Section 39, 40 – Reserved.

Current Language

- Sec. 39. – Reserved.
- Sec. 40. – Reserved.

Proposed Language

- No changes

Section 41 - Police ~~force~~ department— Composition; authority of chief.

Current Language

- The police force of the City of Fernandina [Beach] shall consist of a chief of police and as many subordinate officers, policemen and employees as the city commission shall by resolution determine. The chief of police shall have exclusive control of the stationing and transfer of all patrolmen and other officers and employees constituting the police force, subject to the approval of the city manager and under such rules and regulations as the city commission may prescribe or as may be prescribed by the ordinances of the city

Proposed Language

- The police ~~force~~ department of the City of Fernandina [Beach] ~~shall consist of~~ a chief of police and as many subordinate officers, ~~policemen/policewomen~~ and employees as the City Commission ~~shall by resolution determine~~ by ordinance. The chief of police ~~shall have~~ has exclusive control of the stationing and transfer of all ~~patrolmen and other~~ officers and employees constituting the police ~~force~~ department, subject to the approval of the City Manager and under such rules and regulations as the City Commission may prescribe or as may be prescribed by the ordinances of the City. In case of riot, conflagration or like emergency, the City Manager may appoint additional police personnel for temporary service. A referendum election is required prior to the City dissolving the police department of the City or contracting out law enforcement services to another agency.

Rationale – Section 41

- Clean up legalese
- Prohibits dissolution of police department solely by Commission vote
- Allows for emergency temporary appointments for additional police officers (repeats language already given to fire department)

Section 42, 43 – Reserved.

Current Language

- Sec. 42. – Reserved.
- Sec. 43. – Reserved.

Proposed Language

- No changes

Section 44 - Fire ~~force~~ department; composition; authority of chief.

Current Language

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

Proposed Language

- The fire ~~force~~ department of the City ~~shall~~ consists of a chief, ~~who shall be fire warden,~~ and as many subordinate officers, firefighter/rescue personnel and employees as the City Commission, ~~shall,~~ by ordinance, determines. The fire chief ~~shall have~~ has exclusive control of the stationing and transfer of all firefighter/rescue personnel and other officers and employees of the fire ~~force~~ department subject to such rules and regulations as may be prescribed by the City Manager or by ordinance of the City; ~~he shall have~~ the fire chief has exclusive management and control of such officers and employees as may be employed in the administration of the affairs of ~~his~~ the force. In case of riot, conflagration or like emergency, the City Manager may appoint additional firefighter/rescue personnel for temporary service. A referendum election is required prior to the City dissolving the fire department of the City or contracting out fire/rescue services to another agency.

Rationale – Section 44

- Clean up legalese
- Prohibits dissolution of fire department solely by Commission vote

Section 45 - ~~Public utilities.~~ Reserved.

Current Language

- The City of Fernandina Beach shall have the power to own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare. The City shall have the power to do all things necessary for the operation of the utilities, and the protection of the public health and safety and welfare.

Proposed Language

- ~~The City of Fernandina Beach shall have has the power to own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare. The City shall have the power to do all things necessary for the operation of the utilities, and the protection of the public health and safety and welfare.~~
- Delete and reserve.

Rationale – Section 45

- Move to Sec. 7 because that is where municipal powers are stated.

Section 46 – City Clerk ~~appointment; tenure of office; qualifications; and clerk pro tem.~~ Reserved

Current Language

- The City Commission shall appoint a City Clerk, who shall serve under the direction and supervision of the City Commission and shall hold office at the pleasure of the City Commission. The City Clerk shall be chosen on the basis of administrative qualifications. The City Commission shall establish an appropriate contract for the City Clerk, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Clerk, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.

Proposed Language

- ~~The City Commission shall must appoint a City Clerk, who shall serves under the direction and supervision of the City Commission and shall holds office at the pleasure of the City Commission. The City Clerk shall must be chosen on the basis of administrative qualifications. The City Clerk must be a member in good standing of a professional organization such as the Florida Association of City Clerks. The City Commission shall must establish an appropriate contract for the City Clerk, which shall contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Clerk, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.~~

Rationale – Section 46

- Delete and move to Sec. 47
- Reserve

Section 47 – City Clerk appointment and qualifications; powers and duties enumerated; and City Clerk pro tem.

Current Language

The City Clerk shall be responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers shall be the following:

- a) Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal shall be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal shall be maintained of the proceedings of all boards and committees required by the City Commission;
- b) The City Clerk shall be the custodian of the seal of the City;
- c) Conduct municipal elections exercising authority not reserved to county constitutional officers; however all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;
- d) Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;
- e) Serve as legal custodian of all city records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents, and perform such other duties as may be required by ordinance or resolution of the City Commission, as well as such as may be required by City Clerks by the general law of the state, applicable to municipalities and not inconsistent with this charter or with any ordinance or resolution passed by the City Commission;
- f) Authenticate all ordinances, resolutions and transcripts of legislative functions;
- g) Publish all public notices required by the City Commission or by law;
- h) Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;
- i) Notify the City Commission of all vacancies on boards or committees established by the City Commission;
- j) File all liens, satisfactions and releases as authorized by the City Manager;
- k) Serve as notary public on behalf of the City and attest all City documents as required;
- l) The direct employees of the City Clerk in the office of the City Clerk shall report to the City Clerk. The City Clerk shall have the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein; and
- m) Any other duties as required by the City Commission.

Proposed Language

(a) The City Commission must appoint a City Clerk, who serves under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Clerk must be chosen on the basis of administrative qualifications. The City Clerk must be a member in good standing of a professional organization such as the Florida Association of City Clerks. The City Commission must establish an appropriate contract for the City Clerk, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate.

(b) The City Clerk shall be is responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers shall be are the following:

a) 1. Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal shall must be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal shall must be maintained of the proceedings of all boards and committees required by the City Commission;

b) 2. The City Clerk shall be is the custodian of the seal of the City;

c) 3. Conduct municipal elections exercising authority not reserved to county constitutional officers; however all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;

d) 4. Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;

e) 5. Serve as legal custodian of all City records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents. and perform such other duties as may be required by ordinance or resolution of the City Commission, as well as such as may be required by City Clerks by the general law of the state, applicable to municipalities and not inconsistent with this charter or with any ordinance or resolution passed by the City Commission;

f) 6. Authenticate all ordinances, resolutions and transcripts of legislative functions;

g) 7. Publish all public notices required by the City Commission or by law;

h) 8. Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;

i) 9. Notify the City Commission of all vacancies on boards or committees established by the City Commission;

j) 10. File all liens, satisfactions and releases as authorized by the Mayor or City Manager;

k) 11. Serve as notary public on behalf of the City and attest all City documents as required;

l) 12. The direct employees of the City Clerk in the office of the City Clerk shall report to the City Clerk. The City Clerk shall have has the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein; and

m) 13. Any other duties as required by the City Commission. Maintain City records of annexations and the official City boundaries, as they may be amended from time to time; and

(n) 14. For the purpose of serving during the absence or disability of the City Clerk, a City Clerk pro tem must be proposed for approval by the City Commission.

Rationale – Section 47

- Clean up legalese
- Require maintenance of city boundary map
- Add minimum qualifications for City Clerk

Section 48-57 – Reserved.

Current Language

- Sec. 48. – Reserved.
- Sec. 49. – Reserved.
- Sec. 50. – Reserved.
- Sec. 51. – Reserved.
- Sec. 52. – Reserved.
- Sec. 53. – Reserved.
- Sec. 54. – Reserved.
- Sec. 55. – Reserved.
- Sec. 56. – Reserved.
- Sec. 57. – Reserved.

Proposed Language

- No changes

Section 58 - Department of Finance established.

Current Language

- There shall be a department of Finance, which shall be headed by a City Comptroller, who shall be under the supervision of the City Manager. The City Comptroller shall be the custodian of all monies of the City and shall keep, preserve, invest and deposit all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

Proposed Language

- There ~~shall be~~ is established a department of Finance, which ~~shall be~~ is headed by a City Comptroller, ~~who shall be~~ under the supervision of the City Manager. The City Comptroller must be a Certified Public Accountant (CPA) or have the same training and qualifications as a CPA. The Comptroller must be a member in good standing of the Florida Government Finance Officers Association within six (6) months of starting employment with the City. The City Comptroller ~~shall be~~ is the custodian of all ~~monies~~ funds of the City and ~~shall~~ keeps, preserves, reconciles, records, invests and deposits all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

Rationale – Section 58

- Clean up legalese
- Adding minimum qualifications

Section 59 - ~~Bond~~. Liability Insurance.

Current Language.

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

Proposed Language

- The City Comptroller ~~shall give a bond in the amount established by ordinance of the city commission from time to time~~ must have insurance for professional liability to protect the City.

Rationale – Section 59

- Require liability insurance in accordance with current practice.

Section 60 - Collection of interest on investments or deposits.

Current Language

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

Proposed Language

- All moneys due as interest upon investments or deposits ~~shall be~~ is collected by the City Comptroller and placed to the credit of the City, and any and all bonds and securities taken for investments and deposits ~~shall be~~ are held by the City Comptroller for safe keeping for the benefit of the City. The Comptroller must propose sound, written investment policies which are approved by the City Commission.

Rationale – Section 60

- Clean up legalese
- Added duty to provide investment plan

Section 61 - ~~Collection of taxes, license fees and all moneys belonging to city.~~ Reserved.

Current Language

- The City Comptroller shall assure that all monies belonging to the City are properly recorded, reconciled and accounted for, including but not limited to taxes, licenses, revenue sharing, grants, special assessments, fines and income from all other sources in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the laws of the State of Florida.

Proposed Language

- ~~The City Comptroller shall assures that all monies belonging to the City are properly recorded, reconciled and accounted for, including but not limited to taxes, licenses, revenue sharing, grants, special assessments, fines and income from all other sources in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the laws of the State of Florida.~~
- Delete and reserve.

Rationale – Section 61

- Redundant, Section 58 covers the same

Section 62 - Payment of moneys; procedure.

Current Language

- The City Comptroller shall issue checks to be paid from city funds only in accordance with established procedures, which procedures shall be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City shall be established by resolution.

Proposed Language

- The City Comptroller ~~shall~~ issues checks to be paid from City funds only in accordance with established procedures, which procedures ~~shall~~ must be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City ~~shall~~ must be established by resolution.

Rationale – Section 62

- Clean up legalese

Section 63 - Reserved.

Current Language

- Sec. 63. - Reserved.

Proposed Language

- No changes

Section 64 - Financial report; submission to Commission monthly.

Current Language

- At a regular city commission meeting, the city comptroller shall submit to the city commission through the city manager, a detailed report of the financial status of the City funds. The city comptroller, or designee, shall also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the commission.

Proposed Language

- At a regular City Commission meeting, the City Comptroller ~~shall~~ will submit monthly to the City Commission through the City Manager, a detailed report of the financial status of the City funds. The City Comptroller, or designee, ~~shall~~ will also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the Commission. In addition, the City Comptroller must schedule an annual financial audit of accounts and records by an independent certified public accountant in accordance with state law.

Rationale – Section 64

- Clean up legalese
- Requiring report monthly, annual financial audit

Section 65, 66, 67, 68 – Reserved.

Current Language

- Sec. 65. – Reserved.
- Sec. 66. – Reserved.
- Sec. 67. – Reserved.
- Sec. 68. – Reserved.

Proposed Language

- No changes

Section 69 - ~~How constituted.~~ Reserved.

Current Language

- The city commission may at any time appoint a fact-finding or advisory board or boards, composed of men and women who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the city commission or the city manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the city. The members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations, which shall become part of the records of the city.

Proposed Language

- ~~The City Commission may at any time appoint a fact-finding or advisory board or boards, composed of men and women who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission or the City Manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the City. The members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the Commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations, which shall become part of the records of the City.~~
- Delete and reserve.

Rationale – Section 69

- Moved to Sec. 22

Section 70 - Reserved.

Current Language

- Sec. 70. - Reserved.

Proposed Language

- No changes

Section 71 - Annual estimate of expenditures and revenues for forthcoming year; submission to City Commission by City Manager.

Current Language

- The City Manager shall set forth an estimate of the expenditures and revenues of the city for the upcoming fiscal year. The estimate of expenditures and revenues shall be submitted in compliance with the procedures set forth in the laws of Florida. The estimates and budget so given and constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year shall be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the city government for the ensuing fiscal year.

Proposed Language

- (a) In accordance with Section 29(g), the City Manager ~~shall~~ sets forth an estimate of the expenditures and revenues of the City for the upcoming fiscal year. The estimate of expenditures and revenues must ~~shall~~ be submitted in compliance with the procedures set forth in the laws of Florida.
- (b) ~~The estimates, and budget and 5-year capital improvement plan so given and constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year shall~~ must be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the City government for the ensuing fiscal year.

Rationale – Section 71

- Clean up legalese
- Adds reference to Capital Improvement Plan

Section 72 - ~~Annual budget and appropriation.~~ Reserved.

Current Language

- The city commission shall abide by the laws of the State of Florida in the preparation, submission and publication of its annual budget and appropriation by ordinance or resolution.

Proposed Language

- ~~The City Commission shall abides by the laws of the State of Florida in the preparation, submission and publication of its annual budget and appropriation by ordinance or resolution.~~
- Delete and reserve.

Rationale – Section 72

- This is required under Florida Law and therefore redundant.

Section 73 - Reserved.

Current Language

- Sec. 73. - Reserved.

Proposed Language

- No changes

Section 74 - Transfer of funds.

Current Language

- Upon request of the city manager, the city commission may authorize a budget amendment or budget transfer by resolution. The city manager shall be authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance or resolution from time to time.

Proposed Language

- Upon request of the City Manager, the City Commission may authorize a budget amendment or budget transfer by resolution. The City Manager ~~shall be~~ is authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance or resolution from time to time; provided, however, this authorization does not extend to any funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund.

Rationale – Section 74

- Clean up legalese
- Prohibits conservation trust funds from being transferred.

Section 75 - Limitation on appropriations.

Current Language

- At the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation. Any accruing revenue of the city, not appropriated and hereinbefore provided, and any balance at any time remaining after the purpose of the appropriation shall have been satisfied or abandoned may from time to time be appropriated by the city commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money shall be drawn from the treasury of the city, nor shall any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the city commission.

Proposed Language

- At the close of each fiscal year the unencumbered balance of each appropriation ~~shall~~ reverts to the respective fund from which it was appropriated and ~~shall be~~ is subject to future appropriation. Any accruing revenue of the City, not appropriated and hereinbefore provided, and any balance at any time remaining after the purpose of the appropriation ~~shall have~~ has been satisfied or abandoned may from time to time be appropriated by the City Commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money ~~shall~~ may be drawn from the treasury of the City, nor ~~shall~~ any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the City Commission. No funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund may be appropriated for or applied to any expenditure for any purpose other than those set forth in the Fernandina Beach Land Conservation Program.

Rationale – Section 75

- Clean up legalese
- Restricts appropriations from conservation trust fund for conservation use only

Section 76, 77 - Reserved.

Current Language

- Sec. 76. - Reserved.
- Sec. 77. - Reserved.

Proposed Language

- No change

Section 78 - ~~Ad valorem taxes.~~ Reserved.

Current Language

- (1) Pursuant to Article VII, Sec. 9 of the State Constitution and the laws of the State of Florida, this municipality is hereby authorized, to levy ad valorem taxes on real and tangible personal property within the municipality.
- (2) The assessment and collection of municipal ad valorem taxes shall be performed by appropriate officers and in such manner as is prescribed by general law.
- (3) Pursuant to and in compliance with the laws of the State of Florida, the municipality may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

Proposed Language

- ~~(1) Pursuant to Article VII, Sec. 9 of the State Constitution and the laws of the State of Florida, this municipality is hereby authorized, to levy ad valorem taxes on real and tangible personal property within the municipality.~~
- ~~(2) The assessment and collection of municipal ad valorem taxes shall will be performed by appropriate officers and in such manner as is prescribed by general law.~~
- ~~(3) Pursuant to and in compliance with the laws of the State of Florida, the municipality may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.~~

Delete and reserve.

Rationale – Section 78

- (1) and (2) are authorized under Florida law and therefore redundant
- (3) is incorporated into Sec. 79

Section 79 - ~~Regulatory~~ Fees.

Current Language

- Pursuant to the laws of the State of Florida, this municipality may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.

Proposed Language

(a) Pursuant to the laws of the State of Florida, ~~this municipality~~ the City may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.

(b) Pursuant to and in compliance with the laws of the State of Florida, the City may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

Rationale – Section 79

- Incorporates former Section 78 (3) for relevancy.
- Clean up legalese.

Section 80 - Reserved.

Current Language

- Sec. 80. – Reserved.

Proposed Language

- No changes

Section 81 – Comptroller Certification of funds for contracts, obligations, etc.

Current Language

- No contract, agreement, or other obligation involving the expenditure of money shall be entered into, nor shall any ordinance, resolution or order for the expenditure of money be passed by the city commission or be authorized by any officer of the city, unless the comptroller first certifies to the city commission or to the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose. The sum so certified shall hereafter be considered appropriated until the city is discharged from the contract, agreement or obligation.

Proposed Language

- ~~No contract, agreement, or other obligation involving the expenditure of money shall may be entered into, nor shall any ordinance, resolution or order for the expenditure of money be passed by the City Commission or be authorized by any officer of the City, unless the Comptroller first certifies to the City Commission or to the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose. The sum so certified shall hereafter will be considered appropriated until the City is discharged from the contract, agreement or obligation.~~
- The Comptroller must certify to the City and the City Commission that money to be expended for an obligation, such as a contract, is contained in the City account from which it is to be drawn and not appropriated for any other purpose prior to any action being taken by the City Commission or any City employee that commits the City to incur the obligation.

Rationale – Section 81

- Clean up legalese

Section 82—107 - Reserved.

Current Language

- Secs. 82—107. - Reserved.

Proposed Language

- No changes

Section 107A. - ~~Community redevelopment areas.~~ Reserved.

Current Language

- The City of Fernandina Beach is prohibited from creating any more than two non-contiguous, community redevelopment areas (CRA), pursuant to F.S. ch. 163, part III. The City of Fernandina Beach is prohibited from creating any such CRA wherein the assessed value for ad valorem tax purposes of the real property contained within such CRA would exceed two percent (2%) of the total assessed value of all real property in the city at the time of creation of such CRA.

Proposed Language

- ~~The City of Fernandina Beach is prohibited from creating any more than two non-contiguous, community redevelopment areas (CRA), pursuant to F.S. ch. 163, part III. The City of Fernandina Beach is prohibited from creating any such CRA wherein the assessed value for ad valorem tax purposes of the real property contained within such CRA would exceed two percent (2%) of the total assessed value of all real property in the city at the time of creation of such CRA.~~
- Delete and reserve.

Rationale – Section 107A

- Remove restriction on potential funding mechanism for improvements

Sections 108—119 - Reserved.

Current Language

- Secs. 108—119. - Reserved.

Proposed Language

- No changes

Section 120 - ~~Salaries and compensation.~~

Reserved.

Current Language

- The city commission shall fix, by ordinance, the salary or compensation of the city attorney, the department heads, the city manager and the city commission. The city manager shall fix the number and compensation of all other officers and employees. The salaries or compensation so fixed shall be uniform for like services in each grade of the city service, as the same shall be graded or classified by the city manager, and approved by the city commission. All such salaries and rates of pay, with dates of employment and discharge, shall be immediately reported to the city clerk. All fees and moneys received or collected by officers and employees shall be immediately paid over to the city comptroller on the date of their receipt.

Proposed Language

- ~~The City Commission shall fix, by ordinance, the salary or compensation of the City Attorney, the department heads, the City Manager, City Clerk, and the city commission. The city manager shall fix the number and compensation of all other officers and employees. The salaries or compensation so fixed shall must be uniform for like services in each grade of the city service, as the same shall will be graded or classified by the City Manager, and approved by the City Commission. All such salaries and rates of pay, with dates of employment and discharge, shall must be immediately reported to the City Clerk. All fees and moneys received or collected by officers and employees shall must be immediately paid over to the city Comptroller on the date of their receipt.~~
- Delete and reserve.

Rationale – Section 120

- 1st sentence deleted for redundancy
- Moved to Sec. 30 for relevancy

Section 121 - Oath of office.

Current Language

- Every officer of the city shall, before entering upon the duties of his office, take and subscribe to an oath or affirmation to be filed and kept in the office of the city clerk, which oath shall be in the form prescribed for state officers by the Constitution of the State.

Proposed Language

- Every officer and employee of the City ~~shall~~ must, before entering upon the duties of ~~his office~~ employment or office, take and subscribe to an oath or affirmation to be filed and kept in the office of the City Clerk, which ~~oath~~ must be in compliance with state law and at a minimum be in the following form:

"I, , a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Fernandina Beach and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitutions of the United States and of the State of Florida, and I will in all respects observe and implement the laws of the State of Florida and the laws and policies of the City of Fernandina Beach, including without limitation, the City's Comprehensive Plan and the standards of conduct prescribed by the Florida Code of Ethics for Public Officers and Employees. I further promise to fairly and honestly use my position to support the best interests of the citizens of Fernandina Beach."

Rationale – Section 121

- Clean up legalese
- Includes revised oath of office to include state law requirements, ethics language, and City's Comprehensive Plan

Section 122 - ~~Official bonds.~~ Reserved.

Current Language

- The city commission or city manager, in fixing the salary of any officer, clerk or employee shall determine whether or not such officer, clerk or employee shall give bond, and the amount thereof, which bond shall be procured from a regularly accredited surety company authorized to do business under the laws of Florida, the premiums on such bonds to be paid by the city. All such bonds shall be filed in the office of the city clerk.

Proposed Language

- ~~The City Commission or City Manager, in fixing the salary of any officer, clerk or employee shall determines whether or not such officer, clerk or employee shall may give bond, and the amount thereof, which bond shall must be procured from a regularly accredited surety company authorized to do business under the laws of Florida, the premiums on such bonds to be paid by the city. All such bonds shall must be filed in the office of the City Clerk.~~
- Delete and ~~reserve.~~

Rationale – Section 122

- Redundant to Sec. 59

Sections 123, 123A, 124 – Reserved.

Current Language

- Sec. 123. – Reserved.
- Sec. 123A. – Reserved.
- Sec. 124. – Reserved.

Proposed Language

- No changes

Section 125 - ~~Election arrangements; declaration of election results; appointment of inspectors.~~ Reserved.

Current Language

- The city commission shall make all necessary arrangements for holding all municipal elections, and shall declare the result thereof. Inspectors, poll workers and clerks of election shall be appointed by the city commission except that if the commission shall fail to appoint them at least seven (7) days before the date of any election, the mayor may appoint them. In case of emergency, the mayor has the authority to appoint inspectors, poll workers and clerks of election.

Proposed Language

- ~~The City Commission shall makes all necessary arrangements for holding all municipal elections, and shall declares the result thereof. Inspectors, poll workers and clerks of election shall be are appointed by the city commission except that if the commission shall fails to appoint them at least seven (7) days before the date of any election, the mayor may appoint them. In case of emergency, the mayor has the authority to appoint inspectors, poll workers and clerks of election.~~
- Delete and reserve.

Rationale – Section 125

- This process is done through the Nassau County Supervisor of Elections in conjunction with the City Clerk's office as covered by Sec. 47(c).

Sections 125A. - 135 - Reserved.

Current Language

- Secs. 125A—135. - Reserved.

Proposed Language

- No changes

Section 136 - Administrative investigations.

Current Language

- The city commission shall authorize investigations by resolution. The city commission shall have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated; and for such purpose shall have power to compel the attendance of witnesses and the production of books, papers, and other evidence; and for that purpose may issue subpoenas or attachments which shall be signed by the mayor or the city manager and shall be served by any officer authorized by law to serve such process. The authority making such investigation shall have power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths; and shall also have power to punish as for contempt any person refusing to testify to any fact within his knowledge, or produce any book or papers under his control relating to the matter under investigation. Nothing in this section should be construed to limit the charter officers' ability to inquire into matters under their respective areas of responsibility.

Proposed Language

- (a) The City Commission ~~shall~~ may by majority vote authorize investigations by resolution. The City Commission, Charter Officers and members of City Commission appointed boards, shall have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated, ~~and~~. For such purpose each shall have ~~has the~~ power to compel the attendance of witnesses, and the production of books, papers, and other evidence; and ~~for that purpose~~ may issue subpoenas or attachments which ~~shall~~ must be signed by the Mayor or the City Manager and ~~shall~~ must be served by any officer authorized by law to serve such process.
- (b) The authority making such investigation ~~shall have~~ has the power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths; ~~and shall also have~~. The authority has the power to punish as for contempt any person refusing to testify to any fact within ~~his~~ their knowledge, or produce any book or papers under ~~his~~ their control relating to the matter under investigation.
- (c) Nothing in this section should be construed to limit the Charter Officers' ability to inquire into matters under their respective areas of responsibility.

Rationale – Section 136

- Clean up legalese
- Allowing Charter Officers and advisory boards administrative investigatory powers
- Clarifying that investigations require a majority vote by the Commission

Section 137 - Dedication of streets.

Current Language

- No street or alley hereinafter dedicated to public use by the owner of any land within the city shall be deemed a public street or alley, under the care or control of the city, unless the dedication be accepted and confirmed by ordinance passed for such purpose.

Proposed Language

- No street or alley hereinafter dedicated to public use by the owner of any land within the City ~~shall~~ will be deemed a public street or alley, under the care or control of the City, unless the dedication be accepted and confirmed by ordinance or resolution passed for such purpose.

Rationale – Section 137

- Clean up legalese

Sections 138-140- Reserved.

Current Language

- Secs. 138—140. - Reserved.

Proposed Language

- No changes

Section 141 - ~~General laws of state to apply.~~ Initiatives. (1 of 2)

Current Language

- All general laws of the state applicable to municipal corporations, now or which may hereafter be enacted, and which are not in conflict with the provisions of this Charter or with the ordinances and resolutions hereafter enacted by the city commission, shall be applicable to this city; provided, however, that nothing contained in this Charter shall be construed as limiting the power of the city commission to enact any ordinance or resolution not in conflict with the constitution of the state or with the express provisions of this Charter.

Proposed Language

- ~~All general laws of the state applicable to municipal corporations, now or which may hereafter be enacted, and which are not in conflict with the provisions of this Charter or with the ordinances and resolutions hereafter enacted by the city commission, shall be applicable to this city; provided, however, that nothing contained in this Charter shall be construed as limiting the power of the city commission to enact any ordinance or resolution not in conflict with the constitution of the state or with the express provisions of this Charter.~~
 - (a) Power to propose initiatives. The registered voters of the City have the power to propose ordinances (which can include amending existing ordinances) to the City Commission provided that such power does not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees. If the City Commission fails to adopt the proposed ordinance without any change in substance, the voters have the power to adopt or reject it at a City election.
 - (b) Commencement of proceedings. Any five (5) registered voters may commence an initiative proceeding by filing an affidavit with the City Clerk stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance to be voted upon. Promptly after the affidavit of the petitioners' committee is filed, the City Clerk will, at the committee's request and expense, issue the appropriate petition blanks to the petitioners' committee.
 - (c) Petitions.
 - (1) Number of signatures. Initiative petitions must be signed by registered voters of the City equal in number to at least ten (10) percent of the total number of qualified voters registered to vote in the last regular City election.
 - (2) Form and content. All papers of a petition must be uniform in size and style and assembled as one instrument for filing. Each signature must be executed by hand in ink or indelible pencil and shall be followed by the address of the person signing. Petitions must contain or have attached thereto throughout their circulation, the full text of the ordinance being proposed.
 - (3) Affidavit of circulator. When filed, each paper of a petition must have attached to it an affidavit executed by its circulator stating that the circulator personally circulated the paper, giving the number of signatures thereon, and stating that all the signatures were affixed in the circulator's presence, that the circulator believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance being proposed.

Section 141 - ~~General laws of state to apply.~~ Initiatives. (2 of 3)

Current Language.

Proposed Language.

(d) Procedure after filing.

(1) Certificate of City Clerk; amendment. Within twenty (20) days after the petition is filed, the City Clerk will complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and promptly send a copy of the certificate to the petitioners' committee by registered mail. The only grounds for insufficiency are failure to comply with subsection (c) of this section. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the City Clerk within two (2) days after receiving the copy of the City Clerk's certificate and files a supplementary petition with additional signatures within ten (10) days after receiving the copy of such certificate. The supplementary petition must comply with the requirements of paragraphs (2) and (3) of subsection (c) above and within five (5) days after it is filed, the City Clerk will complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request City Commission review under paragraph (2) below within the time required, the City Clerk will promptly present their certificate to the City Commission and the certificate will then be a final determination as to the sufficiency of the petition. The City Clerk will be paid by the petitioners' committee any amount charged by the Nassau County Supervisor of Elections for verification of the names on the petition.

(2) Commission review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it, or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the City Commission. The City Commission will review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the City Commission's determination is then the final determination as to the sufficiency of the petition.

(3) Court review; new petition. A final determination as to the sufficiency of a petition will be subject to court review. A final determination of insufficiency, even if sustained upon court review, does not prejudice the filing of a new petition for the same purpose.

Section 141 - ~~General laws of state to apply.~~ Initiatives. (3 of 3)

Current Language.

Proposed Language.

(e) Action on petitions.

- (1) Action by Commission. When an initiative petition has been finally determined sufficient, the City Commission will promptly consider the proposed initiative ordinance. If the City Commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days after the date the petition was determined sufficient, the Commission will submit the proposed ordinance to the voters of the City.
- (2) Submission to voters. The vote by the electorate of a proposed ordinance will be held at the next regular City election, but not less than ninety (90) days from the date that the petition was determined sufficient. The City Commission in its discretion may provide for a special election at an earlier date than the next regular election provided that the date of the special election is at least ninety (90) days after the date that the petition was determined sufficient. Copies of the proposed ordinance will be made available at the polls.
- (3) Withdrawal of petitions. An initiative petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the City by filing with the City Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request, the petition has no further force or effect and all proceedings thereon are terminated.

(f) Results of election. If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, the ordinance is considered adopted upon certification of the election results and will be treated in all respects in the same manner as ordinances of the same kind adopted by the City Commission; provided, however, that the same shall not be amended or repealed except by a vote of a supermajority of the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Rationale – Section 141

- Original language moved to Sec. 7b.
- Allows for citizens to petition for new ordinances (direct democracy provision)

Section 142 – ~~Reserved~~ Charter amendment and review.

Current Language

- Sec. 142. – Reserved.

Proposed Language.

- (a) This Charter may be amended by either (1) ordinance proposed and adopted by the City Commission or (2) petition proposed and signed by at least 10 percent of the total number of qualified voters registered to vote in the last regular City election; in each case, in accordance with Florida Statute 166.031
- (b) Beginning in 2027, and at least once every eight (8) years thereafter, the City Commission must appoint a Charter Review Committee, of not less than seven (7) members from the City electors to review the City Charter and propose to the City Commission any amendments or revisions, which may be advisable for placement on the election ballot. The City Attorney is responsible for supporting such committee with staff and legal advice.

Rationale – Section 142

- Clarifies for citizens how the Charter can be amended
- Requires regular review of Charter with the City Attorney responsible for overseeing the process

Section 143 - Savings clause.

Current Language

- If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

Proposed Language

- If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same ~~shall not be held to~~ does not invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

Rationale – Section 143

- Clean up legalese

Section 144 - When this Charter becomes effective.

Current Language

- The foregoing sections of this Charter shall take effect upon their ratification by a majority vote of the qualified electors of the said City of Fernandina Beach voting at a special election to be held in the City of Fernandina Beach

Proposed Language

- The foregoing sections of this Charter shall take effect upon their ratification by a majority vote of the qualified electors of the ~~said~~ City of Fernandina Beach voting at a special or general election to be held in the City of Fernandina Beach.

Rationale – Section 144

- Clean up legalese

Charter "Clean" Version

AS OF November 4, 2020

Section 1. Creation.

The City of Fernandina was first established in 1825, then later abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after referendum approval by voters.

Section 2. Reserved.

Section 3. Reserved.

Section 4. Reserved.

Section 5. Reserved.

Section 6. Boundaries.

That the following is the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality exercises its jurisdiction and powers in accordance with state law and City ordinances, to wit:

(a) *Original boundaries of the City.* Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek; thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to

a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east ($N1^{\circ}37'E$), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west ($S1^{\circ}37'W$), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east ($N1^{\circ}54'E$), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east ($N1^{\circ}37'E$), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east ($S3^{\circ}18'E$), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east ($N85^{\circ}53'E$) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town

Improvement Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60'R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek; thence easterly, along the southerly boundary of Egan's Creek to the point of beginning.

(b) *Additions to City Boundaries.* Pursuant to Florida law, the City is permitted to annex additional properties in accordance with procedures established by state and local laws. The current boundary records are kept in the City Clerk's Office and are available for view upon request.

Section 7. Powers of City generally.

- (a) The City of Fernandina Beach has full power and authority to:
 - (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of the municipality, by acquisition, condemnation or otherwise;
 - (2) Issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) Adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) Do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants;
 - (5) Exercise all other powers of local self-government; and
 - (6) Own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare.
- (b) The enumeration of particular powers by this Charter are not exclusive, but are some of the municipal home rule powers provided for by the Florida State Constitution and Laws of Florida, and there are other governmental, corporate and proprietary powers not enumerated in this Charter which may be exercised by the City to conduct municipal government, perform municipal functions and render municipal services (as set forth in Section 166.021, Fla. Stats.).

Section 8. Commission-manager plan (form) of government.

The form of government of the City of Fernandina Beach provided for under this Act is known as the "Commission-Manager Plan," and the Commission consists of five (5) citizens, who are elected at large in the manner provided in this Charter. The Commission constitutes the governing body with powers to pass ordinances, adopt resolutions and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers provided in this Charter and under Florida law.

Section 9. Created; election by seats, number; term.

The City Commission prescribes the conduct, method, dates and manner of holding elections by ordinance. In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections are non-partisan.

- (a) There is hereby created a City Commission of the City of Fernandina Beach to consist of five (5) seats, elected at large by the qualified voters of the City of Fernandina Beach. The designation of seats is not used or construed to divide the City into Commission districts for purposes of qualification, election, or representation.
- (b) Members serve for a term of four (4) years or until their successors have been elected and take office. Seats 1, 2, and 3 were elected in 2020. Seats 4 and 5 were elected in 2018. Thereafter, all seats are elected every four (4) years for a term of four (4) years.
- (c) If there are no more than two (2) qualified candidates seeking the same seat, then the election for that seat will be held at the general election in conjunction with county, state, and federal elections. If there are more than two (2) qualified candidates seeking the same seat, then an initial election for that seat will be held at the primary election in conjunction with county, state and federal elections (the "Initial Election"). The two (2) candidates at the Initial Election who receive the highest number of votes for a seat will advance with the election for that seat to be held at the general election in conjunction with county, state, and federal elections. For each seat, the candidate receiving the majority vote in the general election is elected for that seat. No candidates can qualify for more than one (1) seat in any initial election or general election in any election year.
- (d) City initial and general elections are held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission has the authority to call for special elections at any time on dates other than the City initial and general elections.

Section 10. Powers generally; dealing with administrative service through Charter Officers required; penalties for violations.

- (a) The Mayor and Commissioners must not, in any manner, dictate the appointment or removal of any City officers or employees whom a Charter Officer or any of the Charter Officer's subordinates are empowered to appoint, evaluate and supervise. City Commissioners must each complete an annual performance evaluation for each Charter Officer.
- (b) The Mayor and Commissioners deal with administrative service through the respective Charter Officer. The Mayor and Commissioners must not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.
- (c) Any violation of the provisions of this section by any member of the City Commission is, upon first offense, grounds for recognition and discussion by the Commission of the violation, any second offense within a Commissioner's term is grounds for sanction by the City Commission, and a third offense within the same Commissioner's term is grounds for forfeiture of the Commission seat by the offending Commissioner. Prior to forfeiture of a Commission seat, any Commissioner accused of violating this Section is entitled to a public hearing

conducted in accordance with the City's rules of procedure for quasi-judicial hearings as adopted by ordinance.

(d) Investigations or inquiries are conducted pursuant to Section 136 of this Charter.

Section 10A. Referendum required for sale of City-owned recreational facilities and no sale of conservation land.

- (a) A referendum election is required prior to the sale or lease for a period of more than 40 years of "recreational facilities" such as golf courses, swimming pools, and parks.
- (b) For a referendum election under this Section 10A, the City Commission must first adopt an ordinance by unanimous vote of the Commission to put a sale or lease of recreational facilities on a ballot for the voters, and the referendum must then pass by 70% of the voters in that referendum election.
- (c) "Conservation lands", including City-owned lands protected by conservation easements, must not be leased or sold by the City and are held by the City for the benefit of the public in perpetuity.
- (d) "Recreational facilities" and "conservation lands" are each defined in the City's Comprehensive Plan and generally mean lands or places with a Recreation or Conservation designation, respectively, on the City's Future Land Use Map of the City's Comprehensive Plan. Conservation lands may also include lands owned or leased by the City and protected by conservation easements.

Section 10B. Reserved.

Section 11. Qualifications of members; holding of more than one office not permitted; interest in profits of City contracts prohibited; filling vacancies.

- (a) The Commission is the judge of the election and qualification of its own members, subject to review by the courts. Members of the City Commission must be residents of the City and have the qualifications of electors. Officers and employees of the City may not hold more than one office in the City government of the City of Fernandina Beach, and must not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested must be declared void by the City Commission. City Commissioners are "public officers" under Ch. 112, Florida Statutes (Code of Ethics for Public Officers and Employees) and must abide by all of the ethical standards set forth in these statutes.
- (b) Any member of the City Commission ceasing to possess the foregoing qualifications, including violations of Ch. 112, Florida Statutes (state Code of Ethics), or who has been convicted of a felony is automatically suspended from office until the City Commission conducts a public hearing and issues a ruling regarding forfeiture of the Commissioner's seat. The public hearing must be conducted within ten (10) calendar days of a verified, written complaint or request for hearing submitted to the City Attorney. In addition, any member of the City Commission who misses three (3) regular meetings in a calendar year is automatically suspended from office until the City Commission conducts a hearing as set forth herein and issues a ruling regarding forfeiture of the Commissioner's seat. A hearing conducted pursuant to this Section must be conducted in accordance with the City's rules of procedure for quasi-judicial hearings, as adopted by resolution or ordinance.
- (c) Any vacancy in the City Commission must be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it has occurred, appointment to fill the existing vacancy will be made by the Governor. Vacancies resulting from a recall election shall be filled as required by state law.

Section 12. Salary of members.

The Mayor and City Commissioners receive a salary as established by appropriate City ordinance.

Section 13. Limitation on successive terms in office.

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

Section 14. Reserved.**Section 15. Reserved.****Section 16. Mayor – When elected; procedure; term.**

- (a) The Mayor of the City will be elected by the voters by placement on the ballot as authorized in subsection (b) below and by receiving the highest number of votes for Mayor with such election to be held in conjunction with the regular election held for the purpose of electing City Commissioners.
- (b) Candidates for the mayoral election must consist of incumbent Commissioners who are not subject to reelection to the City Commission at that same election. Any eligible candidate wishing to be considered for the position of Mayor must request in writing, no later than the City Commission's deadline for qualifying for running for City Commission in the City general election, to be placed on the ballot.
- (c) The mayoral candidate on the ballot with the second highest number of votes in the mayoral election must be appointed to the Vice-Mayor position.
- (d) On the occasion that only one incumbent City Commissioner should choose to be on the mayoral ballot, there is no need for the mayoral election, and the one mayoral candidate must be appointed to the position of Mayor at the City Commission's annual organizational meeting. The City Commission may choose any City Commissioner not appointed as the Mayor to be the Vice-Mayor, including newly-elected Commissioners. If no incumbent City Commissioner chooses to be on the mayoral ballot, the City Commission must vote to appoint one of the Commissioners to serve as Mayor and one Commissioner to serve as Vice-Mayor, and newly-elected Commissioners may be considered.
- (e) The Mayor and Vice-Mayor each serve a term of two (2) years to coincide with the municipal general election.
- (f) The existing Mayor and Vice-Mayor will serve until the organizational meeting following the next regular general election held by the City.

Section 17. Functions and powers of the Mayor.

The powers and duties of the Mayor are set forth in this Charter.

- (a) The Mayor has a voice and a vote in the proceedings of the Commission but no veto power;
- (b) The Mayor does not exercise any administrative power, unless specifically set forth in this Charter;
- (c) The Mayor presides at all meetings of the Commission and performs such other duties consistent with the office, including but not limited to ensuring that every Commissioner completes an annual performance evaluation for each Charter Officer. The Mayor may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state; and

- (d) The Mayor is the official head of the City for the purpose of serving civil processes and for all ceremonial purposes.

Section 18. Reserved.

Section 19. Reserved.

Section 20. Reserved.

Section 21. Adoption and enactment of municipal ordinances and resolutions; quorum for City Commission.

- (a) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.
- (b) A majority of the members of the City Commission constitutes a quorum. Except as otherwise required by this Charter, an affirmative vote of at least three City Commissioners is necessary to enact any ordinance or resolution. A supermajority of the City Commission is required to enact an emergency ordinance. In case of a serious medical condition, as provided by Florida law, a Commissioner may be permitted to vote in real time by communication media technology instead of being physically present. On final passage, the vote of each member of the City Commission voting must be entered on the official record of the meeting. All ordinances or resolutions passed by the City Commission become effective ten (10) days after passage or as otherwise provided therein.
- (c) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and must be signed by the presiding officer and the City Clerk.

Section 22. Boards

The City Commission may at any time appoint an advisory board or committee, on a standing or ad hoc basis, composed of residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission or the City Manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the City. The members of any such board or committee serve without compensation for the time fixed in their appointment or at the pleasure of the Commission, and their duties are to consult and advise with municipal officers and make written recommendations, which then become part of the records of the City.

Section 23. Reserved.

Section 24. Reserved.

Section 25. City Manager appointment; tenure; tenure of office; qualifications.

The City Commission must appoint a City Manager who is the administrative head of the municipal government under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Manager must be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the City or state at the time of appointment; however, not later than 90 days after executing the Oath of Office, the City Manager must become a resident of the City. The City Manager must have prior management experience, and the Commission must consider more than one (1) qualified candidate for City Manager. The City Manager must be a member in good standing of a professional organization such as the International City/County Management Association prior to appointment or within six (6) months after appointment. The City Commission will establish an appropriate contract for the City Manager, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate. The City Manager may also be deemed to be a regular employee of the City, and the

employment conditions, compensation, benefits and other terms may be set by the City Commission through ordinance, resolution or policy.

Section 26. Reserved.

Section 27. Reserved.

Section 28. Reserved.

Section 29. Powers and duties enumerated.

The City Manager is responsible to the City Commission for the proper administration of all affairs of the City, and to that end has the following powers and duties:

- (a) To see that the laws and ordinances are enforced;
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the City; all appointments to be made upon merit and fitness alone;
- (c) To exercise control and direct supervision over departments and divisions of the municipal government under this Charter, or which may hereafter be created by the City Commission, including setting the compensation for officers and employees;
- (d) To see that all terms and conditions imposed in favor of the City or its inhabitants in any contract are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the City Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;
- (e) To attend all meetings of the City Commission, and of its committees, with right to take part in the discussions, but without having a vote;
- (f) To recommend to the Commission for adoption such measures as deemed necessary or expedient in the interests of the City;
- (g) To keep the City Commission fully advised as to the financial condition and needs of the City and to submit for its consideration an annual budget and five-year capital improvement plan;
- (h) To be responsible for the procurement, sale of surplus, management, payment, and contract compliance for all supplies, services, and construction contracts, including any Federal, State, or other grant funded activity, at the direction of the City Commission and in accordance with all applicable City, State, or Federal laws and regulations; and
- (i) To designate a City Manager pro tem to be approved by the City Commission to serve in case of absence or disability of the City Manager.

Section 30. Salaries and compensation.

The City Manager fixes the number and compensation of all other officers and employees. The salaries or compensation must be uniform for like services in each grade of the City service, as the same will be graded or classified by the City Manager, and approved by the City Commission. All salaries and rates of pay, with dates of employment and discharge, must be immediately reported to the City Clerk. All fees and money received or collected by officers and employees must be immediately paid over to the City Comptroller on the date of their receipt.

Section 31. City Attorney tenure of office; qualifications; appointment and duties; attorney pro tem.

(a) The City Commission must appoint a City Attorney, who acts as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney serves under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Attorney must be chosen on the basis of legal and administrative qualifications. The City Commission must establish an appropriate contract for the City Attorney, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission must designate a properly qualified person to temporarily execute the functions of the office. The City

Attorney must be a lawyer admitted to and having authority to practice in all courts of the state, including circuit and district appellate courts of Florida. The City Attorney must also be admitted to practice in the federal Middle District of Florida court and the 11th Circuit Appeals court or be admitted within six months of taking the Oath of Office. It is preferred that the City Attorney be board certified in City, County and Local Government Law by the Florida Bar Association.

(b) The City Commission must establish an appropriate contract for the City Attorney, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission must designate a properly qualified person to temporarily execute the functions of the office.

(c) Powers and duties enumerated. The City Attorney is responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers are the following:

- 1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and endorses on each the City Attorney's approval;
- 2) Take such action required to avoid default judgment against the City in any litigation and must obtain authorization by resolution to prosecute and defend all causes of action, lawsuits and claims in which the City is a party. The City Attorney must review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;
- 3) Provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney report to the City Attorney. The City Attorney has the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein; and
- 4) For the purpose of serving during the absence or disability of the City Attorney, the City Attorney must propose a list of qualified attorneys for approval by the City Commission from which the City Commission may choose a City Attorney pro tem.

Section 32. Reserved.

Section 33. Reserved.

Section 34. Reserved.

Section 35. Reserved.

Section 36. Reserved.

Section 37. Reserved.

Section 38. Reserved.

Section 39. Reserved.

Section 40. Reserved.

Section 41. Police department – Composition; authority of chief.

The police department of the City of Fernandina Beach consists of a chief of police and as many subordinate officers, and employees as the City Commission determines by ordinance. The chief of police has exclusive control of the stationing and transfer of all officers and employees constituting the

police department, subject to the approval of the City Manager and under such rules and regulations as the City Commission may prescribe or as may be prescribed by the ordinances of the City. In case of riot, conflagration or like emergency, the City Manager may appoint additional police personnel for temporary service. A referendum election is required prior to the City dissolving the police department of the City or contracting out law enforcement services to another agency.

Section 42. Reserved.

Section 43. Reserved.

Section 44. Fire department; composition; authority of chief.

The fire department of the City consists of a chief and as many subordinate officers, firefighter/rescue personnel and employees as the City Commission, by ordinance, determines. The fire chief has exclusive control of the stationing and transfer of all firefighter/rescue personnel and other officers and employees of the fire department subject to such rules and regulations as may be prescribed by the City Manager or by ordinance of the City; the fire chief has exclusive management and control of such officers and employees as may be employed in the administration of the affairs of the force. In case of riot, conflagration or like emergency, the City Manager may appoint additional firefighter/rescue personnel for temporary service. A referendum election is required prior to the City dissolving the fire department of the City or contracting out fire/rescue services to another agency.

Section 45. Reserved.

Section 46. Reserved.

Section 47. City Clerk appointment and qualifications; powers and duties enumerated; and City Clerk pro tem.

(a) The City Commission must appoint a City Clerk, who serves under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Clerk must be chosen on the basis of administrative qualifications. The City Clerk must be a member in good standing of a professional organization such as the Florida Association of City Clerks. The City Commission must establish an appropriate contract for the City Clerk, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate.

(b) The City Clerk is responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers are the following:

- 1) Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal must be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal must be maintained of the proceedings of all boards and committees required by the City Commission;
- 2) Is the custodian of the seal of the City;
- 3) Conduct municipal elections exercising authority not reserved to county constitutional officers; however all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;
- 4) Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;
- 5) Serve as legal custodian of all City records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents;
- 6) Authenticate all ordinances, resolutions and transcripts of legislative functions;

- 7) Publish all public notices required by the City Commission or by law;
- 8) Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;
- 9) Notify the City Commission of all vacancies on boards or committees established by the City Commission;
- 10) File all liens, satisfactions and releases as authorized by the Mayor or City Manager;
- 11) Serve as notary public on behalf of the City and attest all City documents as required;
- 12) The direct employees of the City Clerk in the office of the City Clerk report to the City Clerk. The City Clerk has the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein;
- 13) Maintain City records of annexations and the official City boundaries, as they may be amended from time to time; and
- 14) For the purpose of serving during the absence or disability of the City Clerk, a City Clerk pro tem must be proposed for approval by the City Commission.

Section 48. Reserved.

Section 49. Reserved.

Section 50. Reserved.

Section 51. Reserved.

Section 52. Reserved.

Section 53. Reserved.

Section 54. Reserved.

Section 55. Reserved.

Section 56. Reserved.

Section 57. Reserved.

Section 58. Department of Finance established.

There is established a department of Finance, which is headed by a City Comptroller, under the supervision of the City Manager. The City Comptroller must be a Certified Public Accountant (CPA) or have the same training and qualifications as a CPA. The Comptroller must be a member in good standing of the Florida Government Finance Officers Association within six (6) months of starting employment with the City. The City Comptroller is the custodian of all funds of the City and keeps, preserves, reconciles, records, invests and deposits all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

Section 59. Liability Insurance.

The City Comptroller must have professional liability to protect the City.

Section 60. Collection of interest on investments or deposits.

All money due as interest upon investments or deposits is collected by the City Comptroller and placed to the credit of the City, and any and all bonds and securities taken for investments and deposits are held by the City Comptroller for safe keeping for the benefit of the City. The Comptroller must propose sound, written investment policies which are approved by the City Commission.

Section 61. Reserved.

Section 62. Payment of money; procedure.

The City Comptroller issues checks to be paid from City funds only in accordance with established procedures, which procedures must be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City must be established by resolution.

Section 63. Reserved.

Section 64. Financial Report; submission to Commission monthly.

At a regular City Commission meeting, the City Comptroller will submit monthly to the City Commission through the City Manager, a detailed report of the financial status of the City funds. The City Comptroller, or designee, will also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the Commission. In addition, the City Comptroller must schedule an annual financial audit of accounts and records by an independent certified public accountant in accordance with state law.

Section 65. Reserved.

Section 66. Reserved.

Section 67. Reserved.

Section 68. Reserved.

Section 69. Reserved.

Section 70. Reserved.

Section 71. Annual estimate of expenditures and revenues for forthcoming year; submission to City Commission by City Manager.

- a) In accordance with Section 29(g), the City Manager sets forth an estimate of the expenditures and revenues of the City for the upcoming fiscal year. The estimate of expenditures and revenues must be submitted in compliance with the procedures set forth in the laws of Florida.
- b) The estimates, budget and 5-year capital improvement plan constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year must be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the City government for the ensuing fiscal year.

Section 72. Reserved.

Section 73. Reserved.

Section 74. Transfer of funds.

Upon request of the City Manager, the City Commission may authorize a budget amendment or budget transfer by resolution. The City Manager is authorized to transfer funds within the same department or division in such maximum amounts as established by ordinance or resolution from time to time;

provided, however, this authorization does not extend to any funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund.

Section 75. Limitation on appropriations.

At the close of each fiscal year the unencumbered balance of each appropriation reverts to the respective fund from which it was appropriated and is subject to future appropriation. Any accruing revenue of the City not appropriated and any balance at any time remaining after the purpose of the appropriation has been satisfied or abandoned may from time to time be appropriated by the City Commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money may be drawn from the treasury of the City, nor any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the City Commission. No funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund may be appropriated for or applied to any expenditure for any purpose other than those set forth in the Fernandina Beach Land Conservation Program.

Section 76. Reserved.

Section 77. Reserved.

Section 78. Reserved.

Section 79. Fees.

- (a) Pursuant to the laws of the State of Florida, the City may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.
- (b) Pursuant to and in compliance with the laws of the State of Florida, the City may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

Section 80. Reserved.

Section 81. Comptroller Certification of funds for contracts, obligations, etc.

The Comptroller must certify to the City and the City Commission that money to be expended for an obligation, such as a contract, is contained in the City account from which it is to be drawn and not appropriated for any other purpose prior to any action being taken by the City Commission or any City employee that commits the City to incur the obligation.

Section 82-107. Reserved.

Section 107A. Reserved.

Section 108-119. Reserved.

Section 120. Reserved.

Section 121. Oath of office.

Every officer and employee of the City must, before entering upon the duties of employment or office, take and subscribe to an oath or affirmation to be filed and kept in the office of the City Clerk, which must be in compliance with state law and at a minimum be in the following form:

“I, _____, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Fernandina Beach and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitutions of the United States and of the State of Florida, and I will in all respects observe and implement the laws of the State of Florida and the laws, and policies of the City of Fernandina Beach, including without limitation, the City’s Comprehensive Plan and the standards of conduct prescribed by the Florida Code of Ethics for Public Officers and Employees. I further promise to fairly and honestly use my position to support the best interests of the citizens of Fernandina Beach.”

Section 122. Reserved.

Section 123. Reserved.

Section 123A. Reserved.

Section 124. Reserved.

Section 125. Reserved.

Section 125A-135. Reserved.

Section 136. Administrative investigations.

- (a) The City Commission may by majority vote authorize investigations by resolution. The City Commission, Charter Officers and members of City Commission appointed boards, have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated. For such purpose each has the power to compel the attendance of witnesses and the production of books, papers, and other evidence; and may issue subpoenas or attachments which must be signed by the Mayor or the City Manager and must be served by any officer authorized by law to serve such process.
- (b) The authority making such investigation has the power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths. The authority has the power to punish as for contempt any person refusing to testify to any fact within their knowledge, or produce any book or papers under their control relating to the matter under investigation.
- (c) Nothing in this section should be construed to limit the Charter Officers' ability to inquire into matters under their respective areas of responsibility.

Section 137. Dedication of streets.

No street or alley hereinafter dedicated to public use by the owner of any land within the City will be deemed a public street or alley, under the care or control of the City, unless the dedication be accepted and confirmed by ordinance or resolution passed for such purpose.

Section 138-140. Reserved.

Section 141. Initiatives.

- (a) *Power to propose initiatives.* The registered voters of the City have the power to propose ordinances (which can include amending existing ordinances) to the City Commission provided that such power

does not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees. If the City Commission fails to adopt the proposed ordinance without any change in substance, the voters have the power to adopt or reject it at a City election.

(b) *Commencement of proceedings.* Any five (5) registered voters may commence an initiative proceeding by filing an affidavit with the City Clerk stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance to be voted upon. Promptly after the affidavit of the petitioners' committee is filed, the City Clerk will, at the committee's request and expense, issue the appropriate petition blanks to the petitioners' committee.

(c) *Petitions.*

(1) *Number of signatures.* Initiative petitions must be signed by registered voters of the City equal in number to at least ten (10) percent of the total number of qualified voters registered to vote in the last regular City election.

(2) *Form and content.* All papers of a petition must be uniform in size and style and assembled as one instrument for filing. Each signature must be executed by hand in ink or indelible pencil and shall be followed by the address of the person signing. Petitions must contain or have attached thereto throughout their circulation the full text of the ordinance being proposed.

(3) *Affidavit of circulator.* When filed, each paper of a petition must have attached to it an affidavit executed by its circulator stating that the circulator personally circulated the paper, giving the number of signatures thereon, and stating that all the signatures were affixed in the circulator's presence, that the circulator believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance being proposed.

(d) *Procedure after filing.*

(1) *Certificate of City Clerk; amendment.* Within twenty (20) days after the petition is filed, the City Clerk will complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and promptly send a copy of the certificate to the petitioners' committee by registered mail. The only grounds for insufficiency are failure to comply with subsection (c) of this section. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the City Clerk within two (2) days after receiving the copy of the City Clerk's certificate and files a supplementary petition with additional signatures within ten (10) days after receiving the copy of such certificate. The supplementary petition must comply with the requirements of paragraphs (2) and (3) of subsection (c) above and within five (5) days after it is filed, the City Clerk will complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request City Commission review under paragraph (2) below within the time required, the City Clerk will promptly present their certificate to the City Commission and the certificate will then be a final determination as to the sufficiency of the petition. The City Clerk will be paid by the petitioners' committee any amount charged by the Nassau County Supervisor of Elections for verification of the names on the petition.

(2) *Commission review.* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it, or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be

reviewed by the City Commission. The City Commission will review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the City Commission's determination is then the final determination as to the sufficiency of the petition.

(3) *Court review; new petition.* A final determination as to the sufficiency of a petition will be subject to court review. A final determination of insufficiency, even if sustained upon court review, does not prejudice the filing of a new petition for the same purpose.

(e) *Action on petitions.*

1) *Action by Commission.* When an initiative petition has been finally determined sufficient, the City Commission will promptly consider the proposed initiative ordinance. If the City Commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days after the date the petition was determined sufficient, the Commission will submit the proposed ordinance to the voters of the City.

2) *Submission to voters.* The vote by the electorate of a proposed ordinance will be held at the next regular City election, but not less than ninety (90) days from the date that the petition was determined sufficient. The City Commission in its discretion may provide for a special election at an earlier date than the next regular election provided that the date of the special election is at least ninety (90) days after the date that the petition was determined sufficient. Copies of the proposed ordinance will be made available at the polls.

3) *Withdrawal of petitions.* An initiative petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the City by filing with the City Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request, the petition has no further force or effect and all proceedings thereon are terminated.

(f) *Results of election.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, the ordinance is considered adopted upon certification of the election results and will be treated in all respects in the same manner as ordinances of the same kind adopted by the City Commission; provided, however, that the same shall not be amended or repealed except by a vote of a supermajority of the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Section 142. Charter amendment and review.

- (a) This Charter may be amended by either (1) ordinance proposed and adopted by the City Commission or (2) petition proposed and signed by at least 10 percent of the total number of qualified voters registered to vote in the last regular City election; in each case, in accordance with Florida Statute 166.031
- (b) Beginning in 2027, and at least once every eight (8) years thereafter, the City Commission must appoint a Charter Review Committee, of not less than seven (7) members from the City electors to review the City Charter and propose to the City Commission any amendments or revisions, which may be advisable for placement on the election ballot. The City Attorney is responsible for supporting such committee with staff and legal advice.

Section 143. Savings clause.

If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same does not invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

Section 144. When this Charter becomes effective.

The foregoing sections of this Charter shall take effect upon their ratification by a majority vote of the qualified electors of the City of Fernandina Beach voting at a special or general election to be held in the City of Fernandina Beach.

NOTICE OF PUBLIC HEARING CITY COMMISSION CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for Tuesday, January 19, 2021, at 6:00 PM in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER; AMENDING SECTION 1 TO REFLECT ACCURATE HISTORY OF THE CREATION OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 9 TO CHANGE "GROUP" TO "SEAT" FOR CITY COMMISSIONERS; AMENDING SECTION 10 TO REQUIRE CITY COMMISSIONERS TO COMPLETE ANNUAL PERFORMANCE EVALUATIONS FOR CHARTER OFFICERS AND TO INCLUDE PENALTIES FOR COMMISSIONERS INTERFERING WITH ADMINISTRATIVE SERVICE; AMENDING SECTION 11 BY ADDRESSING COMMISSIONER ABSENCES AND VACANCIES, INCORPORATING STATE CODE OF ETHICS FOR COMMISSIONERS AND PROVIDING DUE PROCESS PRIOR TO FORFEITURE OF COMMISSION SEAT FOR VIOLATIONS OF RULES; AMENDING SECTION 16 BY CHANGING STRAW BALLOT VOTE FOR MAYOR TO BINDING VOTE OF THE PEOPLE FOR MAYOR, REQUIRING THAT MAYORAL CANDIDATE WITH SECOND HIGHEST VOTES BE ELECTED AS VICE MAYOR; AMENDING SECTION 17 BY MAKING MAYOR RESPONSIBLE FOR COMMISSIONERS' COMPLETION OF CHARTER OFFICER EVALUATIONS; AMENDING SECTION 21 BY INCLUDING A PROVISION TO ALLOW COMMISSIONERS TO ATTEND MEETINGS USING COMMUNICATION TECHNOLOGY DUE TO A SERIOUS MEDICAL CONDITION IN COMPLIANCE WITH STATE LAW; AMENDING SECTION 25 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY MANAGER, INCREASING THE TIME FOR NEW CITY MANAGER TO BECOME CITY RESIDENT FROM THIRTY TO NINETY DAYS AND REQUIRING DESIGNATION OF CITY MANAGER PRO TEM; AMENDING SECTION 31 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY ATTORNEY AND REQUIRING THAT THE CITY ATTORNEY PROVIDE A LIST OF QUALIFIED ATTORNEYS FOR CONSIDERATION BY THE CITY COMMISSION FOR CITY ATTORNEY PRO TEM; AMENDING SECTION 41 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE POLICE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 44 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE FIRE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 47 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY CLERK AND REQUIRING DESIGNATION OF CITY CLERK PRO TEM; AMENDING SECTIONS 58 AND 60 BY PROVIDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR COMPTROLLER AND REQUIRING COMPTROLLER TO PROPOSE SOUND, WRITTEN INVESTMENT POLICIES FOR APPROVAL BY COMMISSION; AMENDING SECTION 64 BY REQUIRING COMPTROLLER TO SCHEDULE ANNUAL FINANCIAL AUDIT BY INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT; AMENDING SECTIONS 74 AND 75 BY PROHIBITING TRANSFER OF FUNDS OUT OF CONSERVATION TRUST FUND TO BE USED FOR ANY OTHER PURPOSE BESIDES CONSERVATION; REPEALING SECTION 107A TO REMOVE RESTRICTIONS ON COMMUNITY REDEVELOPMENT AREAS (CRA's); AMENDING SECTION 121 BY PROVIDING AN OATH OF OFFICE IN COMPLIANCE WITH STATE LAW INCLUDING FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES; AMENDING SECTION 136 PROVIDING THAT BY MAJORITY VOTE, CITY COMMISSIONERS, CHARTER OFFICERS AND MEMBERS OF APPOINTED CITY BOARDS MAY REQUEST THAT THE CITY COMMISSION INVESTIGATE A DEPARTMENT, OFFICER OR EMPLOYEE; CREATING SECTION 141 PROVIDING FOR CITIZEN INITIATIVES TO PROPOSE OR AMEND CITY ORDINANCES AND PROVIDING FOR AN INITIATIVE PROCESS; AMENDING RESERVED SECTION 142 TO REQUIRE THE CHARTER TO BE REVIEWED EVERY EIGHT YEARS BY A CHARTER REVIEW COMMITTEE MADE UP OF CITY RESIDENTS; AMENDING SECTIONS 6-8, 12-13, 22, 29-30, 59, 62, 71, 79, 137, 143, AND 144 TO CLARIFY CERTAIN PROVISIONS WITHOUT CHANGING THEIR MEANING; REPEALING SECTIONS 10b, 14-15, 20, 32-33, 45, 61, 69, 72, 78, 120, 122 AND 125 TO BE CONSISTENT WITH STATE LAW AND/OR INCORPORATING SECTIONS INTO OTHER EXISTING SECTIONS; SCHEDULING A REFERENDUM MAIL BALLOT ELECTION ON OR BEFORE JUNE 15, 2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM - 5:00 PM, Monday through Friday, (904) 310-3115.

January 6, 2021 News Leader Edition

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Airport Advisory Commission

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve Appointment.

SYNOPSIS: In accordance with Resolution 2011-45, Section 1(c); each member of the Airport Advisory Commission shall serve at the pleasure of the City Commission and Section 1(a); the Airport Advisory Commission (AAC) shall consist of seven voting members and one non-voting member.

AAC voting member Mr. Dave Austin tendered his resignation effective September 14, 2020 creating a vacancy. Mr. Frank Mayer submitted an Advisory Board/Committee application which the AAC unanimously approved at its December 14, 2020 meeting. The AAC hereby submits Mr. Mayer's Advisory Board/Committee application for the Honorable City Commission's consideration. If appointed, Mr. Mayer will serve a three year term ending December 31, 2023.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. Frank Mayer to a three term ending December 31, 2023.

Dale L. Martin, City Manager 1/11/2021

Date: January 04, 2021

Submitted By: Monica Benischeck, Administrative Services Manager

COMMISSION ACTION: Approve

Kim Briley

From: Kim Briley
Sent: Monday, October 19, 2020 10:34 AM
To: fmayer71@gmail.com
Cc: Nathan Coyle; Caroline Best
Subject: FW: Online Form Submittal: Advisory Board/Committee Application

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr. Mayer,

Thank you for your interest in serving on the Airport Advisory Commission (AAC).

In accordance with [City Code of Ordinances Section 2-122\(a\)\(2\)](#) your application is being forwarded to Mr. Nathan Coyle (copied herein) who serves as the AAC staff liaison. Mr. Coyle will have your application placed on the next available AAC 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 us 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: Friday, October 16, 2020 4:37 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	Frank Mayer
Home Mailing Street Address	1006 Natures Walk Dr
City	Fernandina Beach
Zip Code	32034
Primary Phone	7039679161
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	fmayer71@gmail.com
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Employer	AirStat
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Position Title	Pilot - First Officer
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Business Address	2278 Wortham lane
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City	Grovetown
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Zip	30813
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Select the advisory board/committee you are applying for:	Airport Advisory Commission
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Additional board that you are applying for:	None
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Why are you interested in serving on this Board? Please explain.	As an active commercial pilot flying around the country, I understand the importance and impact of General Aviation to the cities and communities they serve.
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Eligibility

Are you a resident of the City?	Yes
Length of time:	2 months
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No
	<i>Field not completed.</i>
If yes, please provide details:	
Major Affiliations:	
List community, professional, or other applicable policy-making Boards on which you have served. Note the length of service and office held (if any):	Vice President Professional Development Project Management Institute. 2 years Commander VFW - 2 years
Qualifications:	
Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:	Commercial Pilot - Certified Flight Instructor

Organization or
Commissioner sponsoring
nomination (if applicable):

Field not completed.

Educational Background:
(Check all that apply)

BS/A

Other:

Field not completed.

Major areas of study:

Technology

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 (Form 1) 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

16 October 2020

Applicant's Signature

Frank A Mayer

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

Kim Briley

From: Nathan Coyle
Sent: Tuesday, December 15, 2020 9:22 AM
To: Kim Briley
Subject: Recommendation for Appointment to AAC - Frank Mayer
Attachments: FW: Online Form Submittal: Advisory Board/Committee Application

Hi Kim,

During the December 14, 2020 meeting, the AAC unanimously recommended that the City Commission appoint Mr. Frank Mayer to the Airport Advisory Commission. I have re-attached Mr. Mayer's online submission to this email.

This will leave one remaining vacancy on the AAC, which we have published on the City's website.

Have a great morning!

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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Airport Advisory Commission

Position	Term	Name & Address	Phone
1	09-01-2013	Charles Colcord 2139 Captain Kidd Drive, Fernandina Beach, FL 32034 Cecil155@comcast.net	(904) 415-6331
2	10-16-2018	Don Edlin 1548 Ruskin Lane, Fernandina Beach, FL 32034 dpedlin@comcast.net	(904) 261-4065
3	08-04-2020	Douglas Geib 612 Beech Street, Fernandina Beach, FL 32034 Douglas.geib@fnf.com	(904) 742-5318
4	04-16-2019	David Broughton 2513 Via Del Rey, Fernandina Beach, FL 32034 Davidbroughton@comcast.net	(904) 556-3032
5		Vacant	
6		Vacant	
7	06-19-2018	Thomas Piscitello Yulee, FL 32034 foxflyer@bellsouth.net	(904) 583-0698
8	06-19-2018	Prudence Hostetter 2749 Sea Grove Lane, Fernandina Beach, FL 32034 N54195@gmail.com	(561) 379-8447

Airport Advisory Commission

Term Length: 36 Months

Max Terms: No Limit

Number of Members: 8

Meeting Schedule: Second Thursday of each month

Meeting Time: 6:00 PM

Meeting Location: City Hall Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Council Liaison:

Len Kreger
(904) 432-8389
lkreger@fbfl.org

Staff Liaison:

Nathan Coyle
(904) 310-3436
ncoyle@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Charles Colcord	09/01/2013	2	12/31/2022
2	Don Edlin	10/16/2018	2	12/30/2021
3	Douglas Geib	08/04/2020	1	12/31/2022
4	David Broughton	04/16/2019	1	12/31/2021
7	Thomas Piscitello	06/19/2018	1	12/31/2021
8	Prudence Hostetter	06/19/2018	1	12/31/2021