



**AGENDA
PLANNING ADVISORY BOARD
REGULAR MEETING
OCTOBER 13, 2021
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER / ROLL CALL / DETERMINATION OF QUORUM**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MEETING MINUTES**
 - 3.1 Approval of Minutes for the Special Workshop of August 25, 2021.
 - 3.2 Approval of Minutes for the Regular Meeting of September 8, 2021.
 - 3.3 Approval of Minutes for the Special Workshop of September 22, 2021.
- 4. OLD BUSINESS**
- 5. NEW BUSINESS**
 - 5.1 **PAB 2021-0008 - FLORIDA PUBLIC UTILITIES COMPANY,**
Request for voluntary annexation, Future Land Use Map (FLUM) Amendment, and zoning map assignment for parcels: 00-00-31-1800-0186-0010; 00-00-31-1800-0308-0011, and 00-00-31-1800-0183-0000
- 6. BOARD BUSINESS**
 - 6.1 Vision 2045 Progress Update
 - 6.2 Discuss Land Development Code Text Amendments (continued from prior workshop)
- 7. STAFF REPORT**
- 8. PUBLIC COMMENT**
- 9. ADJOURNMENT**

NEXT PAB REGULAR MEETING IS SCHEDULED FOR NOVEMBER 10, 2021

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the

hearing or speech impaired). All interested parties may appear at said meeting and be heard as to the advisability of any action, which may be considered with respect to such matter. For information regarding this matter, please contact the Planning Department (904) 310-3135.

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach



SUBJECT:

ITEM TYPE: Future Land Use Map Amendment > 10 Acres

REQUESTED ACTION:

SYNOPSIS:

CITY ATTORNEY COMMENTS:

Kelly Gibson, Planning Director

Tammi E. Bach, City Attorney

Jacob Platt, Senior Planner

Date: October 01, 2021

Submitted By: Sylvie McCann, Administrative Coordinator



**MINUTES
PLANNING ADVISORY BOARD
WORKSHOP
AUGUST 25, 2021**

1. CALL TO ORDER 3:00

**2. ROLL CALL / DETERMINATION OF QUORUM
MEMBERS PRESENT**

Genece Minshew (Chair)
Victoria Robas
Barbara Gingher

Mark Bennett
Peter Stevenson
John Boylan

MEMBERS ABSENT:
None

OTHERS PRESENT:
Kelly Gibson, Planning & Conservation Director (Virtual)
Jacob Platt, Senior Planner
Katie Newton, Legal Assistant

3. PLEDGE OF ALLEGIANCE

Mr. Platt updated the Board on the resignation of Vice-Chair Schaffer.

4. BOARD BUSINESS

- 41 Vision 2045 Work In Progress Update: *WGI will present the initial findings of outreach conducted in June-July 2021 and request PAB and public feedback on the approach before moving forward with document preparation. Draft Vision 2045 Plan documents are anticipated for public commenting in September. This is a continuation of the workshop conducted on August 11, 2021.*

Chair Minshew introduced the item and turned the program over to Andrew Crozier of WGI.

Mr. Crozier began at Goal 3, Objective 3 & 4. He spoke of concerns for Accessibility which was addressed at previously held outreach events and also covered Parking.

Member Stevenson asked about payments for beach access fees related to the City's agreement with the Army Corps of Engineers and whether city residents could be exempt.

Member Gingher inquired about paid parking and city versus county resident exemptions downtown.

Mr. Crozier stated that county residents could be exempt for equitable reason.

Member Robas asked about a possible county beach parking program. Chair Minshew stated that there was an open house discussion regarding this topic last weekend. She also stated that the City needs to be more specific about parking strategies and that this objective needs more analysis.

Mr. Crozier explained the research and studies they looked at regarding parking.

Chair Minshew stated that with regards to the Americans with Disabilities Act (ADA), the historic nature of many businesses means that physical access is problematic and should be recognized in future strategies.

Member Stevenson inquired whether ADA requirements would override the historical nature of buildings. Mr. Platt stated that there are exemptions within the Florida Building Code and the City's Land Development Code.

Mr. Crozier stated that their primary focus is on public facilities and buildings under City control and management.

Mr. Crozier introduced GOAL 4: Environmental Resiliency

He indicated that this is a result of the City's geographic location and consideration of the elements of climate change. He pointed out that one report states that sea level rise could reach up to 6 feet and potentially cost the city \$1 trillion.

Chair Minshew inquired about the current planning process and whether the City conducts risk assessments. Mr. Platt stated that these assessments are done for general planning projects, but not more frequently than what is required by statute.

Member Bennett inquired about how funding for such projects would be acquired.

Mr. Crozier introduced GOAL 5: Economic resiliency

Chair Minshew asked if WGI is suggesting the City gets into the broadband internet business.

Mr. Crozier stated that one option for the City would be to work with Verizon or ATT in operating internet access to strengthen it.

Mr. Crozier introduced GOAL 6: Good Planning & Governance

Board members discussed affordable housing at length and contemplated potential strategies and whether it is possible to achieve within the City.

Members questioned the specificity of Pepper Tree Village's inclusion as a strategy. They expressed concern about waiving tax reassessments of homes for immediate family, this based on state and federal laws. They also suggested removing Pepper Tree Village, waiving reassessments, and becoming involved with estate planning and living will preparation for citizens.

Mr. Crozier indicated that public meetings should be open to the public, live streamed, and available for public comments.

All members felt that these objectives were already taking place and Chair Minshew reiterated that meetings are already public and noticed.

Members discussed keeping specific implementation dates out of the final Vision 2045 document.

5. PUBLIC COMMENT - This will be conducted as a virtual and in person meeting to allow for increased public participation in the workshop.

DRAFT

6. ADJOURNMENT 5:34

Katie Newton, Recording Secretary

Genece Minshew, Chair

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach



SUBJECT:

ITEM TYPE: Zoning Map Amendment >10 Acres

REQUESTED ACTION:

SYNOPSIS:

CITY ATTORNEY COMMENTS:

Kelly Gibson, Planning Director

Tammi E. Bach, City Attorney

Jacob Platt, Senior Planner

A handwritten signature in cursive script, reading "Sylvie McCann", is written over a horizontal line.

Date: October 01, 2021

Submitted By: Sylvie McCann, Administrative Coordinator



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
SEPTEMBER 8, 2021**

- 1. CALL TO ORDER 5:00**
- 2. ROLL CALL / DETERMINATION OF QUORUM**
MEMBERS PRESENT:

Genece Minshew (Chair)	Mark Bennett
Victoria Robas	Peter Stevenson
Barbara Gingher	John Boylan

MEMBERS ABSENT:

None

OTHERS PRESENT:

Kelly Gibson, Planning & Conservation Director
Jacob Platt, Senior Planner
Tammi Bach, City Attorney
Daphne Forehand, Planner
Taylor Hartmann, Recording Secretary
Sylvie McCann, Recording Secretary

- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF MEETING MINUTES**

- 4.1 Approval of Minutes for the August 11, 2021 Workshop.

Member Stevenson asked to add an annotation that an additional review will be held on August 25th, 2021.

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

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

- 4.2 Approval of Minutes for the August 11, 2021 Regular Meeting.

Member Stevenson noted that in item 4.4, 3 lines from the end of the section, Stevens should be Stevenson.

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

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

5. BOARD BUSINESS

5.1 Presentation of LDC Text Amendments for enhanced tree protection as recommended by the City Tree Committee

Daphne Forehand, Planner and Taylor Hartmann, Planning Technician, presented the LDC Text Amendments proposed by the City Tree Committee during the August 3rd, 2021 City Commission Regular Meeting.

Member Robas suggested increasing plantings on Atlantic Avenue. She also discussed the mortality rate. She noted that this was a well-rounded presentation.

Member Stevenson provided observation about planting trees under power lines. He also commented on a job well done.

Member Ginger asked about yearly tree health assessments.

Chair Minshew congratulated Staff for a great presentation.

Mr. Platt spoke about the Atlantic Avenue corridor. Member Robas brought up Sadler Road and the possibility of planting within the median.

Mr. Platt presented a PowerPoint slideshow outlining the proposed tree protection text amendments and provided the Board with a more detailed explanation of what each code entailed and its goal.

John Hillman, 1001 White Street, stated that he felt that an administrative process would provide greater flexibility for staff and opportunities to save trees.

Member Robas and Member Bennett expressed concerns over the administrative process creating change in the character of neighborhoods.

Members heard all 11 proposed tree protection text amendments and agreed that staff should move forward with developing analyses for each which would then be presented and discussed during PAB meetings through November of this year.

5.2 Discussion on upcoming LDC Text Amendments and next steps.

Mr. Platt provided the Board with 5 extensive proposed LDC text amendments including: Amending the Local Development Order process to be consistent with the 2019 Florida State Statute, establishing supplemental standards for auto sales of alternative vehicles in the 8th street mixed-use district, increase wetland buffer requirement from 25' to 50', create standards for food trucks, and revise the net density definition "Floodplain" to special flood hazard area (SFHA).

Members agreed to have staff move forward with developing a formal analysis of each proposed text amendment to be presented and discussed during PAB meetings through November of this year.

Mr. Platt provided the Board with 10 minor proposed LDC text amendments which include striking outdated language, clarifying definitions and methods of measuring fence height, as well as allowing cemeteries in recreational zoning districts.

Members agreed to have staff move forward with developing a formal analysis of each proposed text amendment to be presented and discussed during PAB meetings through November of this year.

DRAFT

6. STAFF REPORT

7. PUBLIC COMMENT

No parties wished to speak.

8. ADJOURNMENT 7:06

Taylor Hartmann, Recording Secretary

Genece Minshew, Chair

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach



SUBJECT:

ITEM TYPE: Zoning Map Amendment >10 Acres

REQUESTED ACTION:

SYNOPSIS:

CITY ATTORNEY COMMENTS:

Kelly Gibson, Planning Director

Tammi E. Bach, City Attorney

Jacob Platt, Senior Planner

A handwritten signature in cursive script that reads "Sylvie McCann".

Date: October 01, 2021

Submitted By: Sylvie McCann, Administrative Coordinator



**MINUTES
PLANNING ADVISORY BOARD
WORKSHOP
SEPTEMBER 22, 2021**

1. CALL TO ORDER 5:00

2. ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Genece Minshew (Chair)	Mark Bennett
Victoria Robas	Peter Stevenson
Barbara Gingham	Brandy Carvalho

MEMBERS ABSENT:

John Boylan

OTHERS PRESENT:

Kelly Gibson, Planning & Conservation Director
Jacob Platt, Senior Planner
Tammi Bach, City Attorney
Taylor Hartmann, Recording Secretary

3. PLEDGE OF ALLEGIANCE

Chair Minshew introduced and seated Brandy Carvalho as the newest member of the PAB.

4. BOARD BUSINESS

Chair Minshew indicated that Member Stevenson previously emailed members regarding concerns over a recent City Commission decision to approve an annexation but deny the requested FLUM assignment of Mixed-Use. She stated that she spoke with Vice-Mayor Kreger and Mayor Lednovich, and said that both of their positions are that they're sending a message to the developers of the property adjacent to Amelia Island Parkway and do not support any more residential development within the city.

Member Stevenson stated that he felt there was a fiduciary responsibility for City staff and the PAB to provide future applicants with a full understanding of what the City Commission's current position is regarding residential and mixed-used FLUM changes.

Members discussed what this message means moving forward and whether this shift should be incorporated into the Comprehensive Plan and Vision 2045.

Chair Minshew stated that she would draft a letter for Ms. Bach to send to all PAB members to edit as they see fit and send to the City Commission.

4.1 DISCUSSION ONLY: Upcoming Land Development Code text amendments

Mr. Platt presented a PowerPoint slideshow that identified 10 minor Land Development Code (LDC) text amendments to be discussed by the Board.

Minor amendment and recommendation: Clarify Fence Height Measurement (LDC Reference 5.01.10 fences should be measured from 2” above the natural topography to the top of the fence panel, picket, or wall with posts not to exceed 6” top of panel, picket, or wall).

Member Stevenson inquired how the recommendation would address citizens who want a straight-line fence versus one that follows the natural topography.

Members agreed to move forward with the recommended amendment.

Minor amendment and recommendation: Add Fencing Requirement for Dumpster Enclosures LDC Section 5.01.07 (Add vinyl as an allowable fence screening material).

Members agreed to move forward with the recommended amendment.

Minor amendment and recommendation: Allow Cemeteries in Recreational Zoning (Add “P” in Table 2.03.02).

Member Robas inquired about the potential for special events to take place in Bosque Bello should cemeteries be allowed in recreational zoning.

Mr. Platt confirmed that this amendment will not allow for special events or other recreational activities in Bosque Bello.

Members agreed to move forward with the recommended amendment.

Minor amendment and recommendation: Make Visibility Triangle calculation consistent with FDOT Standards (Still under review).

Mr. Platt will provide the Board with clear visual examples and bring this amendment back for discussion at a later date.

Minor amendment and recommendation: Establish Front Yard Setback for Accessory Structures (Add statement to require consistency with front yard setbacks).

Members agreed to move forward with the recommended amendment.

Minor amendment and recommendation: Modify Change of Use Process and Outcomes (Starting with internal policy and procedure changes with no LDC changes requested at this time).

Mr. Platt stated that this amendment is a work in progress and will potentially be brought back for discussion at a later date.

Minor amendment and recommendation: Strike outdated reference to parking in CRA (Section 8.01.02(D)(4) add reference back to 7.01.04 footnote 2 or replicate language for consistency AND Modify footnote to reference 8.01.02 (E) (9) for non-residential uses East of Front Street).

Staff provided further clarification that this amendment will create a loop to both references in order to ensure citizens are aware of both LDC sections.

Members agreed to move forward with the recommended amendment.

Minor amendment and recommendation: Implement 30ft Buffer for Port development consistent with Port Sub-element (Add reference in 4.05.12 for Buffer Requirements number as E and modify the following letters).

Member Robas pointed out that Table 4.05.12(B) should also be modified to provide buffer

requirement clarification.

Mr. Platt stated that because this is a highly specific situation, all requirements can be included in the new paragraph E.

Members agreed to move forward with the recommended amendment.

Minor amendment and recommendation: Remove Old Town side yard corridor conflicting language (HDC) (Information forthcoming pending HDC consideration. Staff will provide an update at the workshop).

Ms. Gibson stated that the Historic District Council is working to clarify current inconsistencies and more information will be provided to the Board at a future meeting.

Minor amendment and recommendation: Refine Chapter 1 definitions (as needed) (Revisions are dependent upon “Major LDC Revisions” as needed for clarification).

Members can provide feedback on definitions to staff, on a continual basis, until final consideration in December 2021.

Mr. Platt then presented 2 major LDC text amendments and Staff Recommendations for Board discussion.

Major Amendment 1: Establish Supplemental Standards for Auto Sales of Alternative Vehicles in 8th Street Mixed Use District.

Staff recommendation: Make Auto Sales (New and Used) Permissible (P) in Table 2.03.02 Table of Land Uses to follow C-2 zoning as intended prior to enactment of MU-8 zoning restrictions. This change serves to recognize the historic development pattern and auto oriented nature of this corridor as described in 8th Street Small Area Plan.

Mr. Platt provided the Board with a brief history of how 8th Street has always been autocentric.

Members agreed that the designation of “Automobiles and Other Motorized Vehicles” would be more appropriate and inclusive while still acknowledging the historical significance of automobiles.

Members agreed to move forward with the recommended amendment.

Major Amendment 2: Change Net Density Definition “Floodplain” to Special Flood Hazard Area (SFHA). * Comp Plan and LDC Amendment.

Staff recommendation: Strike “floodplain” and replace with Special Flood Hazard Area (SFHA) believed to be original intent, but consistent standard terminology.

Mr. Platt provided the Board with a brief review of the current definition of Net Density and indicated that the term “floodplain” is too broad to accurately calculate dwelling units per acre in an SFHA.

Members agreed to move forward with the recommended amendment.

5. PUBLIC COMMENT

No parties wished to speak.

6. ADJOURNMENT 6:38

Taylor Hartmann. Recording Secretary

Genece Minshew, Chair

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach



SUBJECT:

ITEM TYPE: Future Land Use Map Amendment > 10 Acres

REQUESTED ACTION:

SYNOPSIS:

CITY ATTORNEY COMMENTS:

Kelly Gibson, Planning Director

Tammi E. Bach, City Attorney

Jacob Platt, Senior Planner

Date: September 07, 2021

Submitted By: Taylor Hartmann, Planning Technician



**APPLICATION FOR VOLUNTARY ANNEXATION,
 SMALE-SCALE FUTURE LAND USE AND ZONING MAP ASSIGNMENT**

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Florida Public Utilities Company/City of Fernandina Beach				
AGENT:	COFB				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Public & Institutional, and Zoning Map assignment of PI-1				
LOCATION:	South of Lime Street				
CURRENT ZONING:	Industrial Warehouse & Commercial Intensive				
CURRENT LAND USE:	Industrial & High Density				
EXISTING USES ON SITE:	Laydown yard, Vacant, Utilities				
PROPERTY SIZE:	The Three Parcels Total Approximately: 2.85 Acres of Land				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	<u>North</u>				
	a. 602 Lime St. b. Clinch Drive c. 1200 10 th St.	a. Warehouse b. Vacant c. Substation	a. n/a b. n/a c. n/a	a. I-1 b. REC c. R-2	a. Industrial b. Recreation c. Medium Density Residential
	<u>South</u>				
	a. 602 Lime St. b. Clinch Drive c. 1200 S. 10 th St.	a. SFR b. SFR c. Mobile Home Park	a. 1940 & 1981 b. 1981 c. n/a	a. RS-2 b. RS-2 c. Commercial Intensive	a. High Density b. High Density c. High Density
	<u>East</u>				
	a. 602 Lime St. b. Clinch Drive c. 1200 S. 10 th St.	a. Vacant/ RR b. RR c. Apartments	a. n/a b. n/a c. 1980	a. Industrial WH b. Commercial Intensive c. R-2	a. Industrial b. Commercial c. Medium Density Residential
	<u>West</u>				
	a. 602 Lime St. b. Clinch Drive c. 1200 S. 10 th St.	a. SFR b. Laydown yard c. Businesses	a. 1950 b. n/a c. 1986 & 1977	a. RS-2 b. Industrial WH c. Commercial Intensive	a. High Density b. Industrial c. Commercial

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Planning and Conservation Department office. ***



SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

As outlined in Section 15 of Ordinance 2021-24, Florida Public Utilities executed a voluntary annexation petition for three parcels of land located South of Lime Street which are immediately contiguous to the city limits. Florida Public Utilities provides an essential public service and as such the Public and Institutional land use and zoning are the most appropriate assignment.

The western most parcel, 602 Limes Street, is laydown yard with one structure located in the northwest corn of the site. Just east of this parcel is a small vacant triangle shaped property that is immediately adjacent to the railroad tracks. The eastern most parcel is an electrical substation.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This voluntary annexation is compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an enclave, and represents a logical extension of the city boundary. The proposed intensities are consistent with the surrounding properties. The subject parcels can achieve full compliance with the City's Land Development Code and Comprehensive Plan. The City can serve this property and meet or exceed all levels of service as required by its Comprehensive Plan.

<i>Applicable Policy Reference</i>	<i>Applicable Policy Reference</i>
CP 1.02.02	✓
CP 1.02.04	✓
CP 1.02.07	✓
CP 1.02.10	✓
CP 1.0716	✓
CP 4.01.01	✓
CP 4.01.02	✓
LDC 11.01.07	✓

CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is sufficiently compliant with the City's Comprehensive Plan and Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the Public & Institutional Future Land Use Map (FLUM) category and Public and Institutional (PI-1) zoning map assignment. Following the recommendation of the Planning Advisory Board, the application will move forward to the City Commission in the form of three separate ordinances.

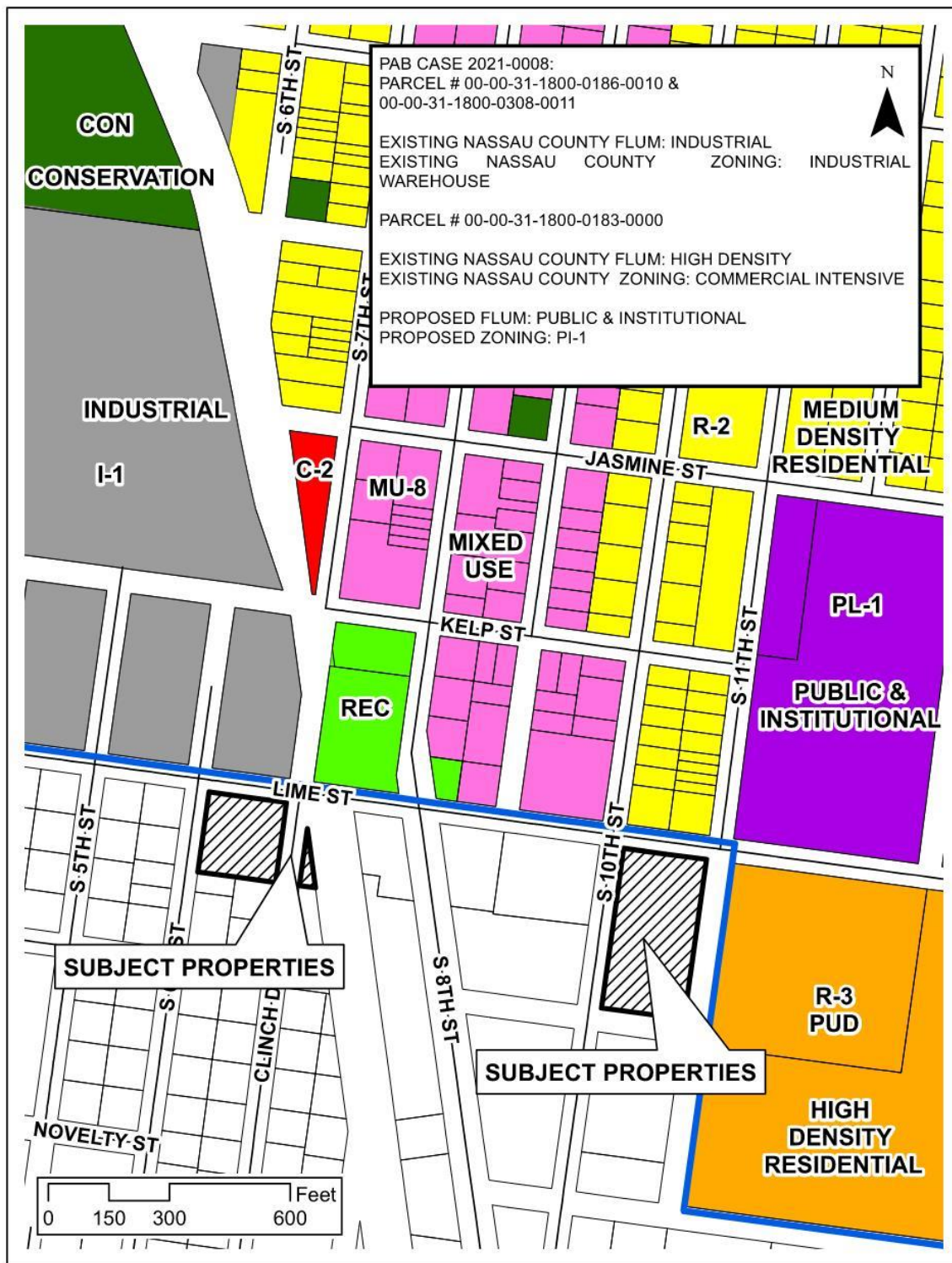
MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2021-0008 to the City Commission requesting that a voluntary annexation, assignment of the Public & Institutional (PI) Future Land Use Map category and Public & Institutional (PI-1) zoning map assignment as described be **(approved or denied)** and that PAB case 2021-0008, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statues to be approved at this time.



STAFF REPORT
PAB 2021-008 (AX, LU, CZ)
Planning Advisory Board Hearing
October 13, 2021

Jacob M. Platt
Senior Planner



CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 1st day of September, 2021 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Florida Public Utilities Company (hereinafter collectively referred to as the "Applicants").

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

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

PARCEL ID#: 00-00-31-1800-0186; 00-00-31-1800-0308-0011; 00-00-31-1800-0183-0000

GENERALLY DESCRIBED AS: _____

ADDRESSED AS: 602 Lime St; N/A; 1200 S 10TH Street

See Attached Exhibit "A"

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

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

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

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

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

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

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

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

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

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

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

CITY OF FERNANDINA BEACH

ATTEST:

DALE L. MARTIN
City Manager

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: [Signature]
Applicant

By: Cheryl Martin
Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization,

this 1st day of September, 2021,

by Michael Cassel.

[Signature]
Notary Public

Christine Minton
Printed Name
Expires

HH 160135
My Commission

Personally Known ✓ OR Produced Identification _____ ID Produced: _____



EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

A. Michael Hickox
Nassau County Property Appraiser



Results

00-00-31-1800-0183-0000

FLORIDA PUBLIC UTILITIES CO

401 S DIXIE HWY

WEST PALM BEACH, FL
334015807

1200 S 10TH ST
FERNANDINA BEACH
32034

1102 S 10TH ST (CHANGED PER
FB- DUPLICATE ADDRESS)

0.00

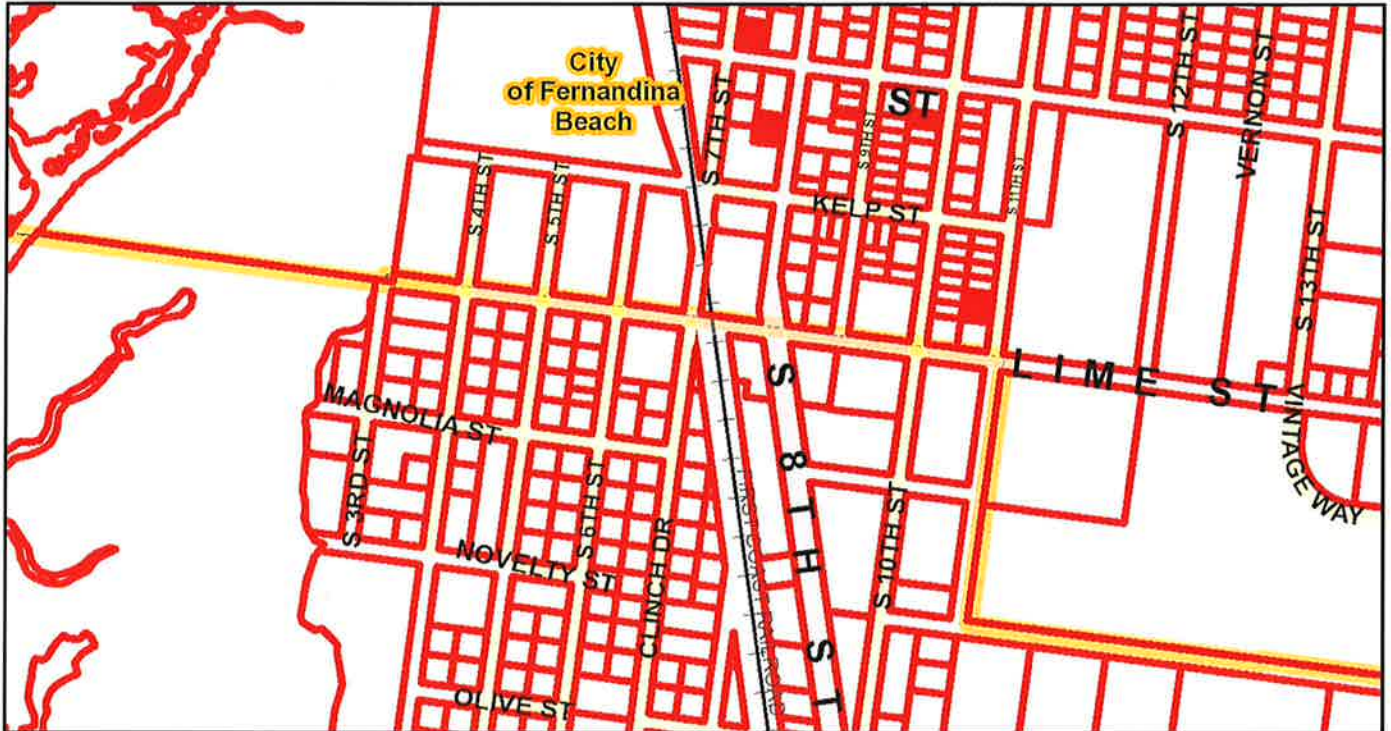
1.90

009100

Unincorporated Nassau County

4 - Island

A. Michael Hickox
Nassau County Property Appraiser



Results

00-00-31-1800-0308-0011

FLORIDA PUBLIC UTILITIES CO

401 S DIXIE HWY

WEST PALM BEACH, FL
334015807

Previous Site Address (If Changed by 911)

0.00

0.06

004000

Unincorporated Nassau County

4 - Island

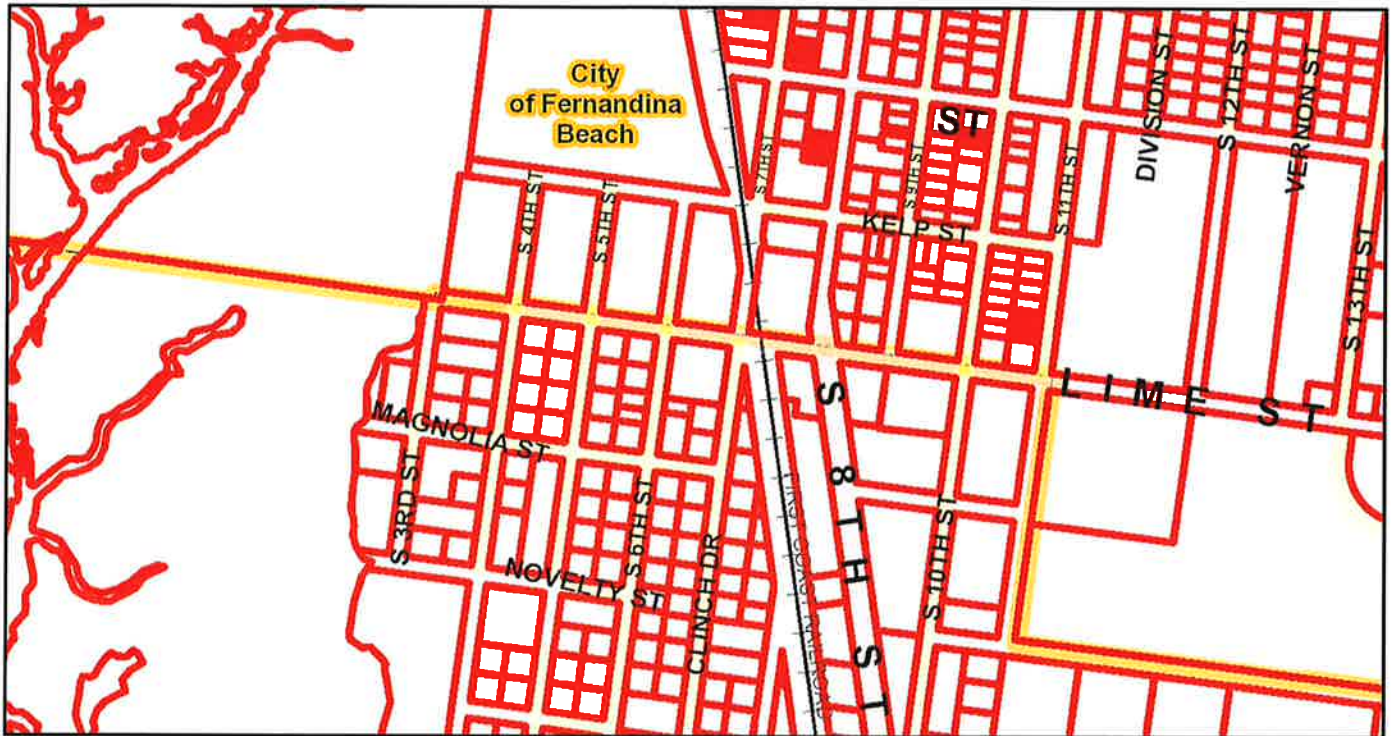
CITY OF FERNANDINA BEACH
S/D

904-491-7300



www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser



Parcel Report

Parcel ID

Owner Information

Results

00-00-31-1800-0186-0010

FLORIDA PUBLIC UTILITIES CO

401 S DIXIE HWY

Mailing Address

WEST PALM BEACH, FL
334015807

Site Address

602 LIME ST
FERNANDINA BEACH
32034

**Previous Site Address (If
Changed by 911)**

NEW SITE - LOT 186-1
(RELOCATED FROM ??)

Deed Acre

0.00

**Approximate Acres (GIS
Calculated)**

0.89

Property Use Code

009100

Municipality

Unincorporated Nassau County

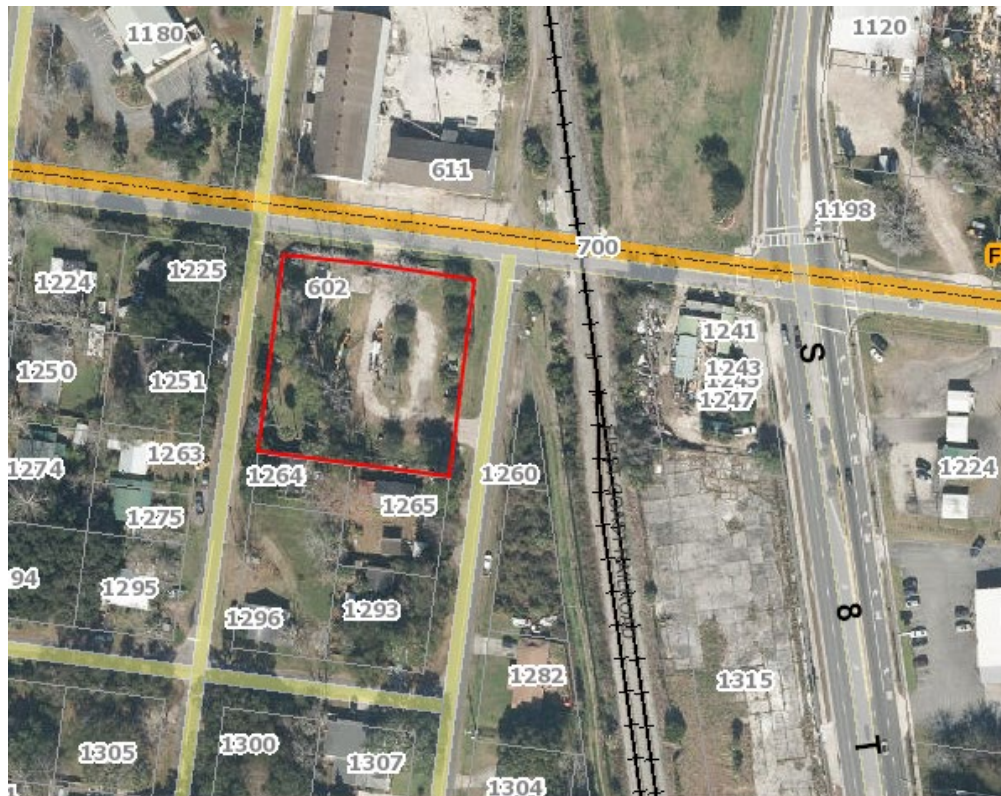
Census Tract

MLS Zone

4 - Island

From: [Jacob Platt](#)
To: [Sylvie McCann](#)
Subject: FPU Annexation
Date: Wednesday, September 1, 2021 3:03:04 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image550512.png](#)
[image342862.png](#)
[image497622.png](#)

PI-1 zoning – Public & Institutional FLUM



00-00-31-1800-0186-0010

0.89

0

UTILITIES

FLORIDA PUBLIC UTILITIES CO
401 S DIXIE HWY
WEST PALM BEACH, FL 334015807
602 LIME ST



00-00-31-1800-0308-0011

0.06

0

VACANT IND

FLORIDA PUBLIC UTILITIES CO
401 S DIXIE HWY
WEST PALM BEACH, FL 334015807
CLINCH DR



00-00-31-1800-0183-0000

1.9

0

UTILITIES

FLORIDA PUBLIC UTILITIES CO
401 S DIXIE HWY
WEST PALM BEACH, FL 334015807
1200 10TH ST

Jacob Platt
Senior Planner
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
Main: (904) 310-3480 | Direct: (904) 310-3482 | jplatt@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.

ORDINANCE 2021-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, GRANTING AND RESTATING A FRANCHISE TO THE FLORIDA PUBLIC UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS, IN AND FOR THE CITY OF FERNANDINA BEACH, FLORIDA, FOR THE OPERATION AND DISTRIBUTION AND/OR SALE OF ELECTRIC ENERGY AND FIXING THE TERM, CONDITIONS, AND LIMITATIONS RELATIVE TO THE OPERATION AND MAINTENANCE OF ELECTRIC UTILITIES; AND AMENDING ORDINANCE 96-4 AS AMENDED BY ORDINANCE 96-9 AS AMENDED BY ORDINANCE 2003-05 AND AS AMENDED BY ORDINANCE 2013-13; AMENDING SECTION 15 TO PROVIDE THAT GRANTEE (FPUC) WILL EXECUTE ANNEXATION PETITIONS FOR THREE PARCELS OF PROPERTY CONTIGUOUS TO CITY LIMITS; AMENDING SECTION 22 TO PROVIDE FOR AT LEAST ONE PHYSICAL LOCATION IN THE CITY WHERE CUSTOMERS CAN PAY ELECTRIC BILLS IN PERSON; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, THE CITY OF FERNANDINA BEACH HEREBY ORDAINS:

SECTION A. It is hereby proposed that this Franchise as created by Ordinance 96-4 and as amended by Ordinance 96-9, Ordinance 2003-05 and Ordinance 2013-13 be first restated in its entirety (Sections 1-22), then be amended as herein specifically provided and certain sections reserved and repealed as provided herein.

SECTION B. It is hereby proposed that Sections 1- 10 are hereby restated as follows:

SECTION 1. That the City of Fernandina Beach, Florida (herein called the "Grantor") hereby grants to Florida Public Utilities Company, a Florida Corporation (herein called "Grantee"), its successors and assigns for the term of thirty (30) years beginning from the effective date of final adoption of ~~this~~ Ordinance 2013-13 and terminating on midnight of the last day of the thirty (30) year term, the following franchise:

(a) The nonexclusive right, privilege and authority or franchise to construct or otherwise acquire and to own, maintain, equip and operate plants and works and all necessary or desirable appurtenances thereto according to the latest edition of the National Electric Safety Code as prescribed by the Bureau of Standards, for the manufacture, generation, purchase, transmission, distribution, supply and sale of electric energy and to use and occupy the present and future streets and other public places including avenues, roads, alleys, lanes, bridges, parks and ways within the present and any future constructing, installing, maintaining, renewing, replacing, repairing, owning and operating all necessary facilities including poles, pole lines, appendages thereto, used or useful for the purpose of transmitting electric energy and for distributing, supplying and selling electric energy to Grantor and its successors and to persons and corporations inhabitants thereof, as well as to persons and corporations beyond the present or future corporate limits of Grantor.

It is expressly understood and agreed that if any pole or poles erected by Grantee shall unreasonably interfere with the right of public or private abutting property owners, that upon due protest in writing by such owner, the Grantee shall relocate said pole or poles at some satisfactory point, at its own expense.

SECTION 2. At all times during the term of this franchise Grantee shall promptly and without discrimination furnish an adequate supply of electric energy at standard voltage within approved and reasonably acceptable limits to Grantor and its successors, and to persons and corporations inhabitants thereof who request the same and agree to abide by Grantee's reasonable rules and regulations. Grantee shall use due care to construct and maintain its facilities in a manner that will not unreasonably interfere with the proper use by the public of the streets and other public places of the Grantor and shall use care and caution in making any opening in any of the streets and other public places of Grantor for the purpose of erecting, repairing and/or maintaining its facilities to prevent injury to persons and property and Grantee shall, at its expense, replace and restore all streets and other public places so opened to their former condition as nearly as practicable and within a reasonable time. No first class streets or any other street that has been built or resurfaced in the last five years shall be opened for the purpose of installing underground service without written approval of the City Manager.

SECTION 3. At all times during the term of this franchise Grantee shall make promptly such extensions to existing facilities as may be required by one or more customers, or for the prospective customers, in accordance by with the requirements of the Florida Public Service Commission. Grantee shall not be liable for any interruption of service or failure of supply of electric energy due to accidents unconnected with negligence on the part of Grantee, its agents or assigns, or to causes beyond the reasonable control of Grantee and such interruptions shall not constitute a breach of this franchise, provided Grantee shall use diligence to restore service within a reasonable time.

SECTION 4. That all rates and rules and regulations established by Grantee from time to time shall at all times be reasonable and Grantee's rates for electricity shall at all times be subject to such regulation as may be provided by law.

SECTION 5. Without prejudice to any other rights of Grantee, any person who shall willfully and unlawfully remove or damage any of the property, equipment and/or appliances of Grantee, used or useful in rendering such public service, shall be fined in the sum of not more than five hundred dollars (\$500.00) for each such property, equipment and/or appliances or part thereof so removed or damaged.

SECTION 6. All rights herein granted and authorized shall be subject to and governed by this ordinance, the laws of the State of Florida and applicable regulations and rulings of the Florida Public Service Commission or its successors, provided that Grantor expressly reserves unto itself all of its police power to adopt general ordinances necessary to protect the safety and welfare of the general public in relation to the rights hereby granted not inconsistent with the provisions of this ordinance.

SECTION 7. Grantee shall save and keep Grantor harmless from any and all liability by reason of damage or injury to any person or property whatsoever on account of the negligence of Grantee in the installation, maintenance and operation of its facilities and equipment and the transmission of electrical power; provided Grantee shall have been notified by Grantor, in writing, of any claim against Grantor on account thereof, and shall have ample opportunity to defend same.

SECTION 8. Grantee shall install and maintain meters for measuring electric current and shall have the right of ingress and egress to the premises of each consumer, from time to time, for the purpose of reading, repairing, testing and maintaining Grantee's meters and appurtenances. Such meters and appurtenances shall at all times remain the property of Grantee and shall be removable at any time.

SECTION 9. Within thirty (30) days after the last day of each month after the approval of this grant during the term of this franchise, the Grantee, or its successors or assigns shall pay to the Grantor, or its successors, at Grantor's option, as part of the consideration for the granting of this franchise, a sum equal to an amount of up to six percent (6%) of the gross sales of electricity within the City of Fernandina Beach for the

preceding month, it being understood that the Grantor determines the percentage to be paid by the Grantee which percentage shall not exceed six percent (6%).

SECTION 10. Grantor hereby reserves the right at and after the expiration or termination of this grant to purchase the property of Grantee within Nassau County, and, as a condition precedent to the taking effect of this grant, Grantee shall give and grant to Grantor, and, by its acceptance hereof, Grantee shall conclusively be deemed to have given and granted to Grantor, the right to purchase so reserved. The purchase price of the property shall be determined by three (3) qualified appraisers; one appraiser being appointed by the Grantor, one appraiser appointed by Grantee, and the two thus appointed shall appoint a third appraiser. The final price to be paid for the system is to be the fair market value decided by the majority vote of the three appraisers. If the Grantee does not appoint an appraiser within sixty (60) days after being requested by the Grantor to do so, the appraisal shall be made by the appraisal firm appointed by the Grantor and their appraisal shall be the purchase price to be paid by the Grantor.

The Grantee shall be responsible for the cost incurred by its appraiser, the Grantor will be responsible for the cost incurred by its appraiser, and the Grantor and Grantee shall share equally in the costs of the third appraiser.

The Grantor will notify the Grantee, in writing, at least six (6) months prior to the expiration date of this franchise, or any extension thereof, of Grantor's intent to exercise the purchase option hereby reserved; Grantor shall thereafter close on such purchase within six (6) months after approval of financing of such purchase or shall be deemed to have waived its right to so purchase the system.

SECTION 11. Reserved and repealed via Ordinance 2013-13.

SECTION C. It is further proposed that Sections 12-14 are hereby restated as follows:

SECTION 12. Grantee by its acceptance hereof agrees to observe, perform, and keep all of the agreements, undertakings and conditions hereof to be observed, performed and kept by Grantee.

SECTION 13. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, Grantor agrees not to engage in the business of distribution and selling electric energy during the life of this franchise or any extension thereof in competition with Grantee, its successors and assigns.

SECTION 14. Grantee by the acceptance hereof further agrees to erect and maintain without cost, except for electric energy to be charged according to the published rates of Grantee, such street lights as the Grantor shall from time to time consider necessary and proper to meet the reasonable needs of the Grantor for lighting streets and other public ways. It being expressly understood, however, that in the event said Grantor shall request the erecting or placing of any particular light and shall subsequently request the discontinuance of said light prior to the expiration of this franchise, then the Grantor shall reimburse the Grantee for its expense in the erection and removing of such discontinued light. The intention being that the Grantee will make any just and reasonable extension of its electric light system which may be requested by the Grantor commensurate with a fair and compensatory return on the fair market value of the property used and useful in furnishing such extension.

SECTION D. It is further proposed that Section 15, repealed and reserved by Ordinance 2013-13 be added to read as follows:

SECTION 15. Grantee agrees to execute voluntary annexation petitions with the Grantor (City) within sixty (60) days of the effective date of this Ordinance for three (3) parcels of property located in unincorporated Nassau County on Amelia Island and described as: Parcel 1 - located at 602 Lime Street,

Parcel ID# 00-00-31-1800-0186-0010, Parcel 2 - located at 1200 10th Street South, Parcel ID# 00-00-31-1800-0183-0000 and Parcel 3 – located east of Clinch Drive, south of Lime Street adjacent to Parcel 2 described above and having Parcel ID# 00-00-31-1800-0308-0011.

SECTION E. It is further hereby proposed that Sections 16-17 are hereby restated as follows:

SECTION 16. Grantor shall have the power to employ an independent auditor to audit the records of the Grantee for any year of operation under this franchise that the Grantor so desires. Any auditor employed by the Grantor shall be a Certified Public Accountant, licensed in the state of Florida. The Grantee hereby agrees to cooperate in every way possible with an auditor employed by the Grantor for such purpose.

SECTION 17. All of the terms, provisions and conditions of this ordinance shall inure to and be binding upon the respective successors and assigns of Grantor and Grantee, and shall apply to the present and any future corporate limits of Grantor or its successors.

SECTION 18. Reserved and repealed via Ordinance 2013-13.

SECTION F. It is further proposed that Sections 19-20 are hereby restated as follows:

SECTION 19. This ordinance shall become effective upon its final passage and shall be in full force and effect from such time, Grantee's written acceptance of the franchise granted herein shall relate back to the effective date of this ordinance; such written acceptance from the Grantee shall be filed with Grantor's City Clerk and the filing of the acceptance shall be a condition to the grant of the franchise.

SECTION 20. Should any section or provisions of this ordinance or any portion hereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder as a whole or as to any part, or other than the part declared to be invalid.

SECTION 21. Reserved and repealed via Ordinance 2013-13.

SECTION G. It is further proposed that Section 22 is hereby amended as follows:

SECTION 22. ~~OFFICE AND MAINTENANCE FACILITIES LOCATION.~~ Grantee agrees that it ~~shall, will provide~~ during the term of this agreement at least one (1) physical location in the City limits where customers can pay their electric bills in person, and such location can be a separate business entity that has agreed with Grantee to be an authorized pay agent (i.e. Walmart). ~~maintain a local business office and maintenance facilities on Amelia Island. Such office and maintenance facilities' shall be located within the city limits of Grantor providing, however that Grantor shall not, through its statutory authority to enact ordinances and resolutions, pass, adopt, change or in any way effect rules, regulations, ordinances, taxes, land use plans or other requirements which result in abnormal or non-uniform economic costs being imposed on Grantee due to the presence and/or physical location of Grantee's office and maintenance facilities within Grantee's city limits. Grantee further agrees that all services and functions provided locally by Grantee on the effective date of this agreement shall be maintained during the term of this agreement, provided however, that Grantee shall have the right to adopt and adjust these services and functions to comply with governmentally imposed rules, regulations or orders and to take advantage of new technologies, systems and equipment, and to effect any changes which are uniform and Citywide in scope.~~

SECTION H. EFFECTIVE DATE. This Ordinance shall take effect immediately upon final passage and adoption.

ADOPTED this 3rd day of August, 2021.

CITY OF FERNANDINA BEACH



MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



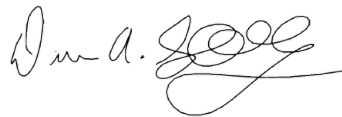
CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

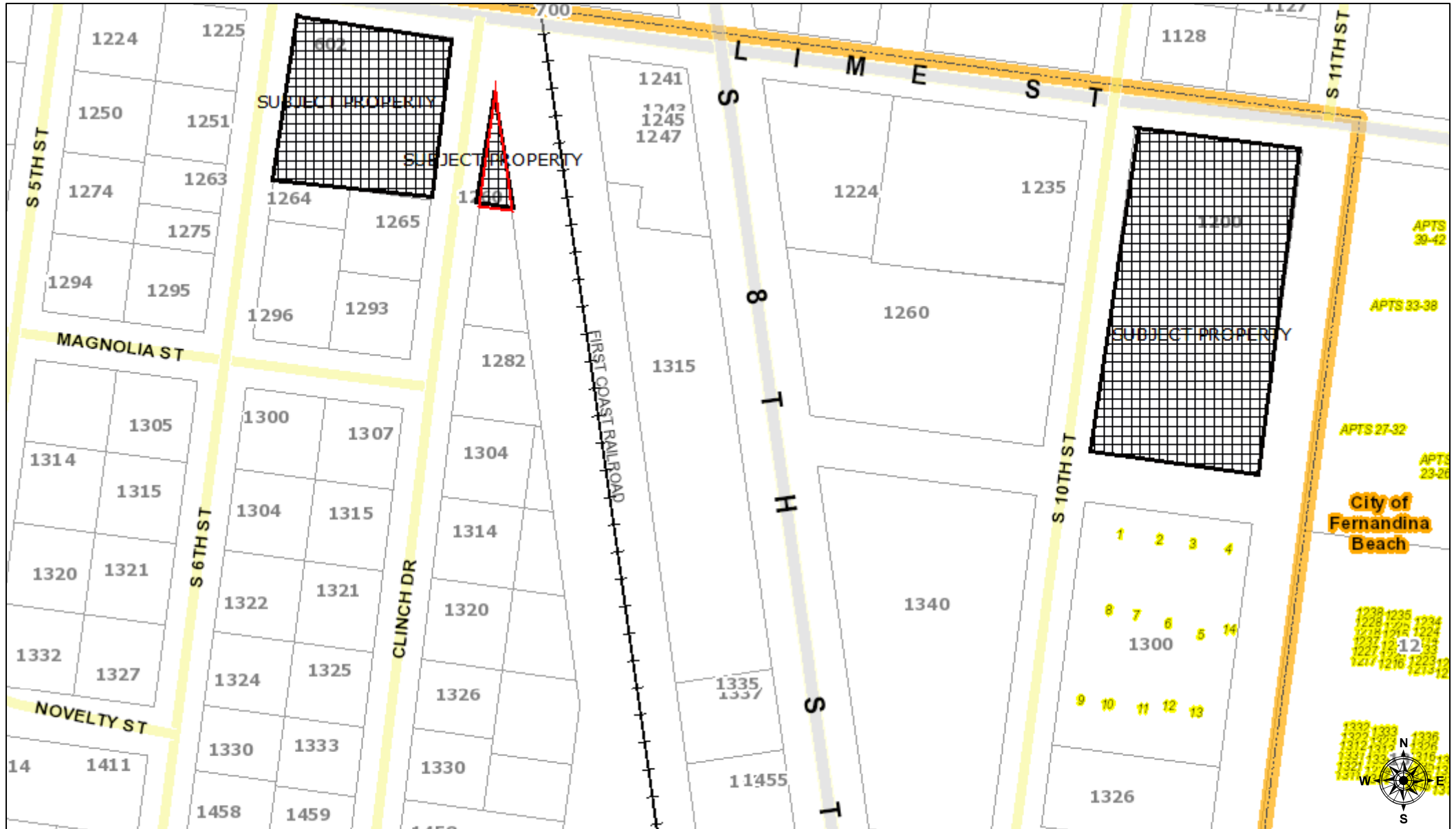
First Reading: July 6, 2021
Second Reading/Final Hearing: August 3, 2021

FLORIDA PUBLIC UTILITIES COMPANY

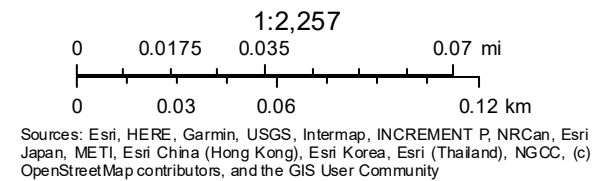


AVP, Electric Distribution

FPU PARCELS



June 29, 2021



July 21, 2021 News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, August 3, 2021, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2021-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, GRANTING AND RESTATING A FRANCHISE TO THE FLORIDA PUBLIC UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS, IN AND FOR THE CITY OF FERNANDINA BEACH, FLORIDA, FOR THE OPERATION AND DISTRIBUTION AND/OR SALE OF ELECTRIC ENERGY AND FIXING THE TERM, CONDITIONS, AND LIMITATIONS RELATIVE TO THE OPERATION AND MAINTENANCE OF ELECTRIC UTILITIES; AND AMENDING ORDINANCE 96-4 AS AMENDED BY ORDINANCE 96-9 AS AMENDED BY ORDINANCE 2003-05 AND AS AMENDED BY ORDINANCE 2013-13; AMENDING SECTION 15 TO PROVIDE THAT GRANTEE (FPUC) WILL EXECUTE ANNEXATION PETITIONS FOR THREE PARCELS OF PROPERTY CONTIGUOUS TO CITY LIMITS; AMENDING SECTION 22 TO PROVIDE FOR AT LEAST ONE PHYSICAL LOCATION IN THE CITY WHERE CUSTOMERS CAN PAY ELECTRIC BILLS IN PERSON; 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.

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach



SUBJECT:

ITEM TYPE: Comprehensive Plan Amendment

REQUESTED ACTION:

SYNOPSIS:

CITY ATTORNEY COMMENTS:

Kelly Gibson, Planning Director

Tammi E. Bach, City Attorney

Jacob Platt, Senior Planner

Kelly N. Gibson

Date: October 06, 2021

Submitted By: Kelly Gibson, Planning Director

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach



SUBJECT:

ITEM TYPE: LDC Text Amendment

REQUESTED ACTION:

SYNOPSIS:

CITY ATTORNEY COMMENTS:

Kelly Gibson, Planning Director

Tammi E. Bach, City Attorney

Jacob Platt, Senior Planner

Kelly N. Gibson

Date: October 06, 2021

Submitted By: Kelly Gibson, Planning Director
