AGENDA
PLANNING ADVISORY BOARD
REGULAR MEETING
FEBRUARY 9, 2022
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 January 12, 2022 Regular Meeting.

3.2 Approval of Minutes for the January 26, 2022 Special Meeting.

4. NEW BUSINESS

4.1 **PAB CASE 2022-001 - ZONING CHANGE - ABANDON 1985 ESTABLISHED PLANNED UNIT DEVELOPMENT FOR THE CITY'S WATERFRONT LOTS A-D -** ORDINANCE 2022-__AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH TO FORMALLY ABANDON THE WATERFRONT PLANNED UNIT DEVELOPMENT (PUD) DESCRIBED IN RESOLUTION 788 AND DESCRIBED AS CONDITIONAL USE PERMIT NO: P.U.D. 0485 ESTABLISHED ON NOVEMBER 5, 1985 AND REVOKING ALL SUBSEQUENT AMENDMENTS TO ALLOW ALL FUTURE DEVELOPMENT TO CONFORM TO THE UNDERLYING FUTURE LAND USE MAP CATEGORY OF INDUSTRIAL WATERFRONT (IW) AND EXISTING I-W ZONING DISTRICT FOR PROPERTY TOTALING APPROXIMATELY 11.0 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Zoning map amendment to abandon the 1985 Conditional Use Permit creating a PUD for the downtown waterfront properties.*

5. OLD BUSINESS

5.1 **VISION 2045 STATEMENT -** Review and Discuss Themes 1 - 3

6. BOARD BUSINESS

6.1 Election of PAB Chair and Vice Chair

7. STAFF REPORT

8. PUBLIC COMMENT

9. ADJOURNMENT

THE NEXT PAB SPECIAL MEETING IS SCHEDULED FOR WEDNESDAY, FEBRUARY 23, 2022 AT 5PM.

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.

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
JANUARY 12, 2022

1. CALL TO ORDER 5:00

2. ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Genece Minshew (Chair)	Mark Bennett
Victoria Robas (Vice-Chair)	Peter Stevenson
John Boylan	Brandy Carvalho

MEMBERS ABSENT:
Barbara Gingher

OTHERS PRESENT:
Kelly Gibson, Planning & Conservation Director
Daphne Forehand, Planner
Tammi Bach, City Attorney
Taylor Hartmann, Recording Secretary

3. PLEDGE OF ALLEGIANCE

Chair Minshew stated Public Comments will be heard prior to Board Discussion.

Ms. Gibson stated that Daphne Forehand will be the new PAB staff liaison and that Jacob Platt has moved to a position working for the City Engineer.

4. APPROVAL OF MEETING MINUTES

4.1 Approval of Minutes from the December 8, 2021, Regular Meeting.

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

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

5. OLD BUSINESS

5.1 **VISION 2045 STATEMENT:** Review current draft Vision Statement, Collect Public Comment, and Obtain Board Direction on the Statement only.

Current DRAFT Vision Statement:
"Fernandina Beach is a historic waterfront island community where its environment and economy are in balance to support longstanding community values as reflected through sustainable and resilient development, embracing technological advances in public infrastructure, promoting transportation options, providing enhanced civic facilities for all ages and abilities, and cherishing its diversity and equality to further a healthy and well preserved City for future generations."

Ms. Gibson provided the Board with a PowerPoint slideshow reviewing the final results of the initial public outreach that took place during June 2021. The presentation covered the past vision established in 2000, the present status of the City, and the future Vision 2045. Ms. Gibson stated that based on all data collected and feedback provided, the overarching themes are preservation, conservation, and sustainability.

The Public Comment forum was opened.

Faith Ross, 210 N. 3rd Street, spoke about providing as much protection for the Historic District and character as possible. Ms. Ross also stated that high-density residential land use produces higher rates of crime which is an additional threat to the safety and quality of life in the community.

Betsey Huben, 4615 Phillips Manor Place, and owner of City properties, spoke about parking deficit and accessibility. She also addressed the homelessness within the City, creating an affordable housing committee, and completing Waterfront project by 2030 and completion of unimproved streets.

Richard Doster, 646 King Fisher Lane, stated that he would like to see the vision statement to include people's hopes and dreams but also equally focus on who the citizens are going to be just as much as what the citizens will do. "We are all characters in the story of Fernandina Beach."

The Public Comment forum was closed.

The Board Discussion period was opened.

Member Stevenson thanked all who participated in providing feedback to improve this document.

Vice-chair Robas referenced some of the feedback provided by citizens and spoke about focusing on the financing aspect of the Vision as well as the goals themselves.

Members discussed alternative vision statements submitted as feedback by citizens as well as the current proposed statement submitted with the full Vision 2045 document.

Chair Minshew asked Mr. Doster how he might incorporate his theme of storytelling.

Betsey Huben, spoke about striking a balance between tourism and tax-paying citizens and prioritizing the citizen's contribution to the community.

Members narrowed possible Vision 2045 statements down to two options that will be further reviewed by Staff and then voted on by the Board at the next regular meeting. A second regular meeting will take place on January 26, 2022.

6. BOARD BUSINESS

There were no Board Business items to discuss.

7. STAFF REPORT

7.1 2022 PLANNING PROJECTS AND STAFFING UPDATE

Ms. Gibson provided the Board Members with a document outlining the Department of Planning and Conservation's goals for the 2021-2022 fiscal year and expanded on Long-Range Planning and Land Development Code revisions.

Ms. Gibson spoke of an upcoming case regarding the repealing of a Waterfront PUD for the February 2022 meeting. Chair Minshew noted that the election of the Chair and Vice-Chair will also take place.

DRAFT

8. PUBLIC COMMENT
No parties wished to speak.

9. ADJOURNMENT 6:53

_____
Taylor Hartmann, Recording Secretary

_____
Genece Minshew, Chair

DRAFT

MINUTES
PLANNING ADVISORY BOARD
SPECIAL MEETING
JANUARY 26, 2022

1. CALL TO ORDER

2. ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:
John Boylan

OTHERS PRESENT:
Kelly Gibson, Planning & Conservation Director
Daphne Forehand, City Planner
Tammi Bach, City Attorney

3. PLEDGE OF ALLEGIANCE

Chair Minshew inquired when citizen presentation would take place.

Ms. Gibson gave a brief overview of the last PAB meeting along with an outline of citizen feedback received.

4. OLD BUSINESS

4.1 CONTINUED DISCUSSION ON THE CITY'S VISION 2045 DOCUMENTS

The focus of this meeting will be to refine the Draft Vision Statement and Draft Mission Statement. Following board consensus and/or direction, the board will discuss and consider changes to the goals and projects contained within the Vision 2045 document.

Public comment is welcomed and encouraged as part of the board's deliberations.

Member Robas presented a draft vision statement: “The City of Fernandina Beach is a historic island community, that maintains its small-town quality of life by serving as an environmental steward to protect and highlight its rich array of natural, cultural, and historic resources”

Member Ginger stated that citizens should be able to articulate the vision statement.

Member Robas stated that the environmental and preservation components of vision should be emphasized.

Members continued to discuss wording of vision statement.

The Public Comment forum was opened.

Joan Cory, 408 Beech Street, discussed concerns with wording of statement. She stated that the use of the word "resilient" does not accurately capture the effect of current development practices and the impact on the surrounding society.

Bryn Byron, 1438 S. Fletcher Avenue, expressed concerns about preservation of nature beyond the tree canopy. She stated that the current draft vision statements are more in line with cities like Miami and Ft. Lauderdale. She stated that nature should be the focus, including animals, trees and a commitment to the turtles, deer, racoons, the greenway, and the beach. Chair Minshew requested specific direction on what Ms. Byron would like to see as a part of the vision and Ms. Gibson presented the document showing Ms. Byron's draft vision and mission statement. Chair Minshew stated that the major issue with this statement is the word "harmony". Member Bennett stated that the word environmental steward already captures the nature component of the statement. Member Robas agreed.

Chair Minshew requested Ms. Director Gibson to read the newly edited vision statement to determine the next steps. Board Members agreed with edited statement.

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

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

Chair Minshew opened the meeting for discussion of the mission statement. Ms. Gibson presented draft mission statements.

Member Robas presented a mission statement: "The City of Fernandina Beach will implement changes and updates to the City's Comprehensive Plan and Land Development Code that will accomplish the City's Vision Statement."

Member Bennet questioned whether the mission statement was discussed by City Commission. Chair Minshew stated that the Commission has not reviewed anything beyond the Vision Statement. Member Carvalho questioned what the goal of the mission statement is and stated that the mission appears to be a strategy. Member Stevenson questioned whether the mission statement should capture all 5 key themes. Member Robas stated that the mission as currently presented would be more suited as an executive summary.

Chair Minshew agreed with Member Robas and suggested the current mission statement become the executive summary. The discussion continued as to what the mission statement should be.

Chair Minshew asked for citizen input from Mike Spino. Mike Spino deferred to the expertise of Director Gibson.

The public comment forum was opened. No members of the public wished to speak.

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

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

Member Robas opened discussion on the themes and discussed the need for and importance of City and County collaboration. She stated that more direct communication is needed regarding events and what is occurring within the City. She stated concerns over how to pay for and share cost for future capital

improvements. Member Ginger questioned what other stakeholders need to be involved to address these concerns. Member Bennett stated that these concerns were already addressed within this document. Ms. Gibson stated the importance of a relationship with the County to include all goals and no singular theme. Chair Minshew summarized by stating the following needs: more input on communication strategy both around emergency issues as well as general communications with the community, better coordination with the County, and issue of sustainability as we continue to use up available land within the City.

Chair Minshew suggested to go over theme 1 and 2 at the first meeting on February 9 in addition to any public activity and board business and then address theme 3, 4 and 5 at the February 23 Special Meeting. Member Robas questioned whether the vision and the mission should be presented to the City Commission. Ms. Gibson stated that she will draft a resolution to be presented at the next City Commission meeting on February 15th, 2022.

5. PUBLIC COMMENT

Joan Cory, 408 Beech Street, stated that economic diversity and affordable housing were left out of the vision and mission statements.

Mike Spino, 317 S. 5th Street, discussed sidewalks, trails, accessibility, and walkability. Mr. Spino stated that recent citizen surveys show that residents value and need more sidewalks, walks and trails with a prioritization of sidewalks on Front Street and the opening of Alachua Street as well as connecting sidewalks on 2nd Street. Mr. Spino stated that the support of the PAB is needed for an 11' paving at the end of the 8 Flags Shopping Center as well as 400' of pavement for a connection from South 7th Street and Lime Street. Mr. Spino stated that Beech Street needs repaving and major improvement as it provides access to downtown. He also stated the need for a downtown waterfront trial from the City schools.

Mr. Spino requested that the PAB provide specific actionable recommendations to the City Commission as the board finalizes visioning. Chair Minshew clarified the wishes of Mr. Spino and asked if the goal is to implement these changes to the vision plan. Mr. Spino stated that he would rely on planning staff and City Engineer for implementation and planning of these projects.

Joan Cory, 408 Beech Street, addressed safety issues along Beech Street and agreed that Beech Street is a great starting point for improvements.

6. ADJOURNMENT 6:45

_____ _____

Daphne Forehand, Recording Secretary Genece Minshew, Chair

ORDINANCE 2022-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH TO FORMALLY ABANDON THE WATERFRONT PLANNED UNIT DEVELOPMENT (PUD) DESCRIBED IN RESOLUTION 788 AND DESCRIBED AS CONDITIONAL USE PERMIT NO: P.U.D. 0485 ESTABLISHED ON NOVEMBER 5, 1985 AND REVOKING ALL SUBSEQUENT AMENDMENTS TO ALLOW ALL FUTURE DEVELOPMENT TO CONFORM TO THE UNDERLYING FUTURE LAND USE MAP CATEGORY OF INDUSTRIAL WATERFRONT (IW) AND EXISTING I-W ZONING DISTRICT FOR PROPERTY TOTALING APPROXIMATELY 11.0 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed and held a public hearing on February 9, 2022, and issued a recommendation of_____; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on January 28, 2022.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the zoning map changes to remove an outdate Planned Unit Development (PUD) overlay approval established by Resolution 788 for properties located and identified as by map exhibit attached hereto as Exhibit "A".

SECTION 2. ZONING MAP CHANGE. For the property in question, the City's Zoning Map is hereby changed as follows:

- From Planned Unit Development to Waterfront Industrial (I-W)

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ENACTED this 5th day of April, 2022.

CITY OF FERNANDINA BEACH

_____
MICHAEL A. LEDNOVICH
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

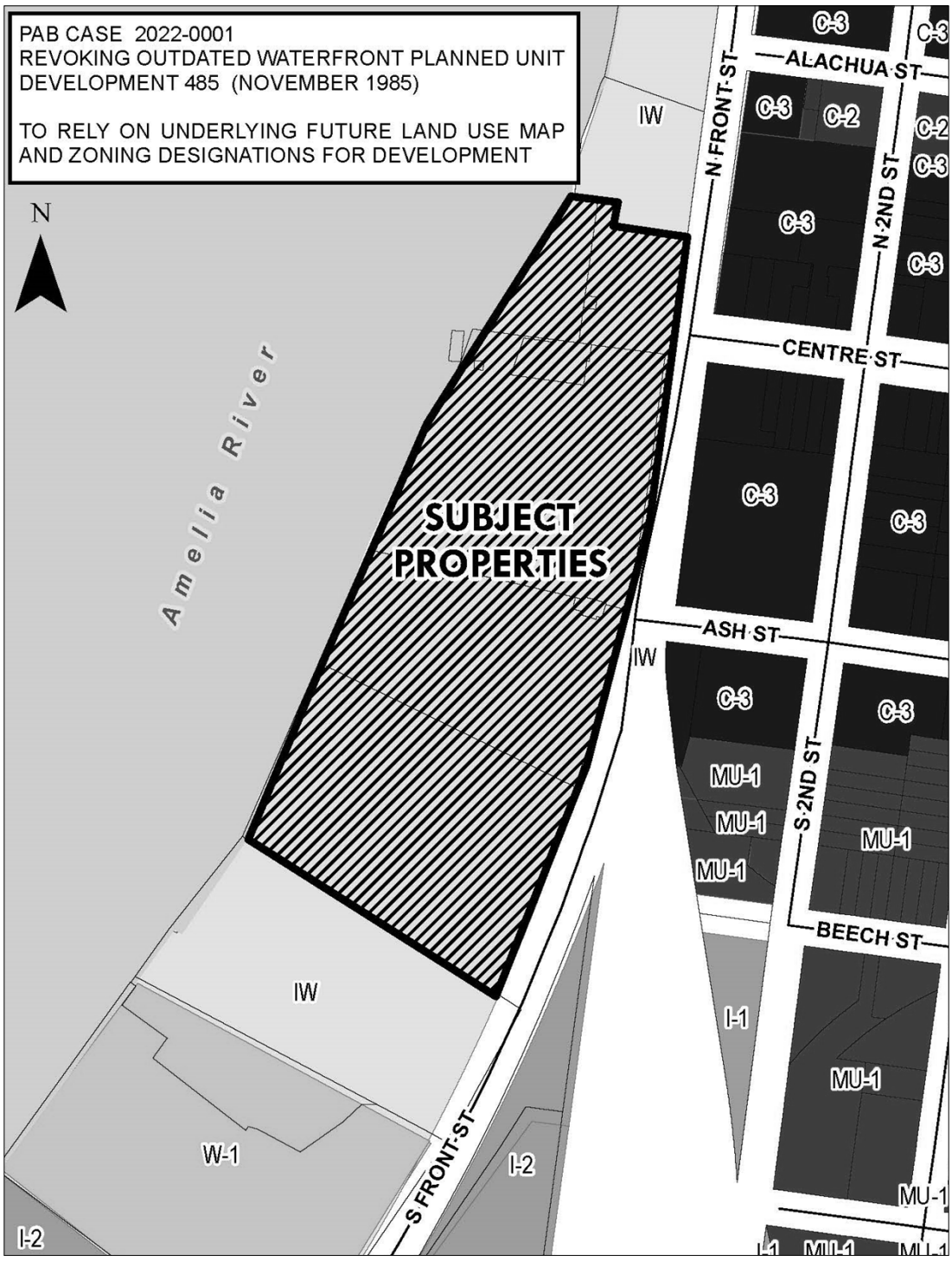
_____
TAMMI E. BACH
City Attorney

Date of First Reading: March 1, 2022
Date of Second/Final Reading: April 5, 2022
Date of Publication: January 28, 2022 and March __, 2022

EXHIBIT A

ZONING CHANGE – ABANDONING AN OUTDATED WATERFRONT PUD FROM 1985

PAB CASE 2022-0001: *CITY OF FERNANDINA BEACH*, REQUESTS TO FORMALLY ABANDON THE WATERFRONT PLANNED UNIT DEVELOPMENT (PUD) DESCRIBED IN RESOLUTION 788 AND DESCRIBED AS CONDITIONAL USE PERMIT NO: P.U.D. 0485 ESTABLISHED ON NOVEMBER 5, 1985, AND REVOKING ALL SUBSEQUENT AMENDMENTS TO ALLOW ALL FUTURE DEVELOPMENT TO CONFORM TO THE FUTURE LAND USE MAP CATEGORY OF INDUSTRIAL WATERFRONT (IW) AND I-W ZONING DISTRICT FOR PROPERTY TOTALING APPROXIMATELY 11.0 ACRES OF LAND.



STAFF REPORT
PAB 2022-001
Planning Advisory Board Hearing
February 2, 2022

Kelly N. Gibson, AICP
Director

APPLICATION FOR ZONING MAP CHANGE

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	City of Fernandina Beach
AGENT:	COFB
REQUESTED ACTION:	Remove outdated Waterfront PUD
LOCATION:	Waterfront Lots A-D
CURRENT ZONING:	Waterfront Industrial (I-W with PUD)
CURRENT LAND USE:	Waterfront Industrial (IW)
EXISTING USES ON SITE:	Open Space, Parking, Docks, Boardwalk, Parking, Marina Offices, Atlantic Seafood
PROPERTY SIZE:	Approximately 11 Acres of Land

*** 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:

Action was directed by the City Manager to remove an outdated waterfront PUD to revert to the underlying Future Land Use Map and Zoning classifications. The City's Land Development Code was amended in 2006 which removed processes that necessitated the action to establish a PUD for this area of the City. Any future development will be consistent with the underlying future land use map and zoning district of industrial waterfront (IW). The action taken has no effect on the current activities existing on the properties identified. The request is an effort to remove any confusion which may exist when considering future development. The current PUD was not adhered to though permitted development by the City since its inception as evidenced by multiple PUD revisions and City initiated subsequent actions over the past 36 years.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

The requested action is compliant with all applicable Florida Statutes and the City's Municipal Code. The subject parcels can achieve full compliance with the City's Land Development Code and Comprehensive Plan.

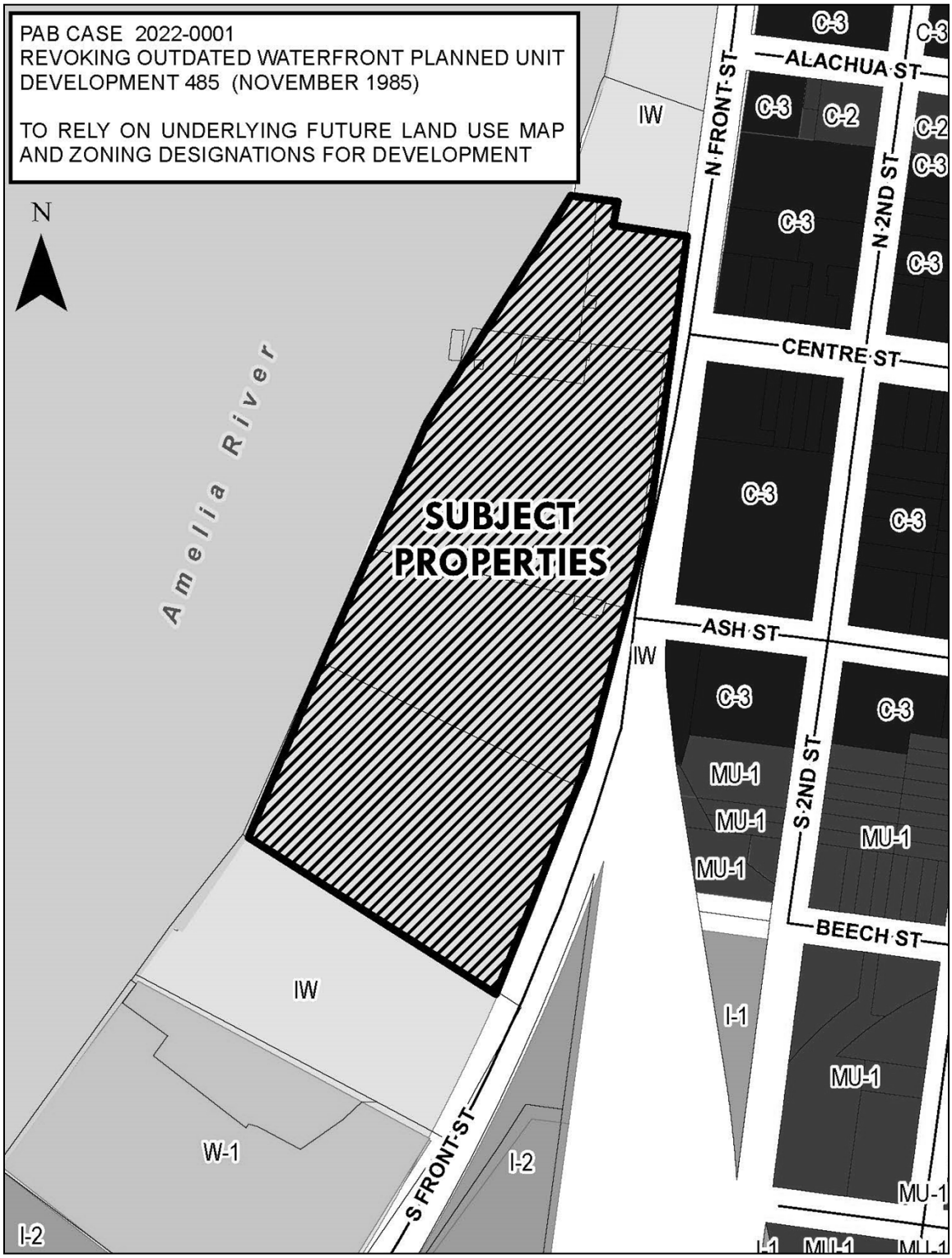
CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is sufficiently compliant with the City's Comprehensive Plan and Land Development Code. Staff recommends approval requested action to remove the PUD overlay. Following the recommendation of the Planning Advisory Board, the application will move forward to the City Commission in the form of an ordinance.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2022-001 to the City Commission requesting PUD Overlay established be abandoned as described be (**approved or denied)** and that PAB case 2022-001, 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.



RESOLUTION NUMBER 956

A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA, TO AMEND RESOLUTION 788, DATED NOVEMBER 5, 1985, TO SHOW CHANGES TO P.U.D. 0485, IN THE NAME OF CENTRE STREET WATERFRONT GROUP; AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach, Florida, did pass Resolution Number 788, on November 5, 1985, approving the application for Conditional Use No: P.U.D. 0485 filed by Centre Street Waterfront Group, Inc.; and

WHEREAS, on July 19, 1988, the City Commission did, by motion, approve the relocation of the first building south of the Restaurant to a location at the south end of the Marina property, as shown in exhibit "A" as building 5; and

WHEREAS, the Centre Street Waterfront Group, Inc. and the City Commission have mutually agreed to explore the possibilities of extending the perimeters and the scope of the Centre Street Waterfront area before proceeding with the planned development already approved; and

WHEREAS, this exploration will further delay the time schedule for the completion of Phase I, as described in Exhibit "B" of Resolution Number 788; and

WHEREAS, the unexpected use of part of this land as a spoil site for dredge material, taken from the Marina, and the unpredicted and indeterminable time for the retention of this spoil site has triggered a need for temporary changes in the site plan that will allow continued development of public facilities during the time delay to eliminate the spoil site and determine the need, if any, to develop a new master plan.

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

That the changes in plans, approved by the City Commission at its regular meeting held on July 19, 1988, be ratified and made a part of this amended Resolution for P.U.D.-0485; and

That P.U.D.-0485 is hereby amended to permit construction of an interim south parking area, recreational park, an addition of approximately 500 square feet to the Atlantic Seafood Building, and a floating concrete access walkway to "F" and "G" docks in accordance with the drawing attached as Exhibit "B"; and

That "G" dock be reconfigured to allow slip space on both sides of the dock, keeping in mind that adequate space be provided between the slips and the retention wall at the south end to allow for the relocated boat ramp and the necessary water area for boats to maneuver; and

That the boardwalk between "D" and "E" docks be completed as planned; and

That the Restrooms and Laundry facilities be completed in the Marina Building as planned in Phase I; and

That the time to complete the new retail seafood building, the inn, the remainder of 254 parking spaces and site improvements included in Phase I shall be delayed until the City Commission has resolved the question of adopting a new master plan or staying with the approved master plan, as amended, at which time the City Commission will adopt a new resolution establishing the time period for the completion of all work approved by the Commission; and

That this resolution shall become effective immediately upon its passage.

ADOPTED this 17th day of January, 1989.

CITY OF FERNANDINA BEACH

Ronnie Sapp

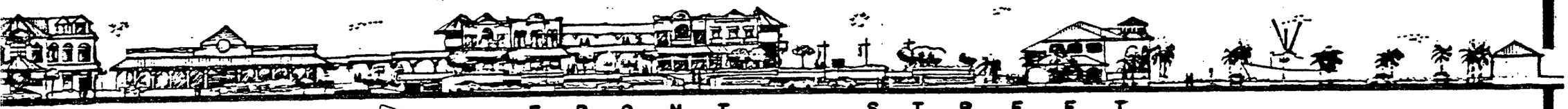
RONNIE SAPP
Mayor - Commissioner

ATTEST:

Vicki P. Wingate

VICKI P. WINGATE
City Clerk

WATER SIDE



FRONT STREET

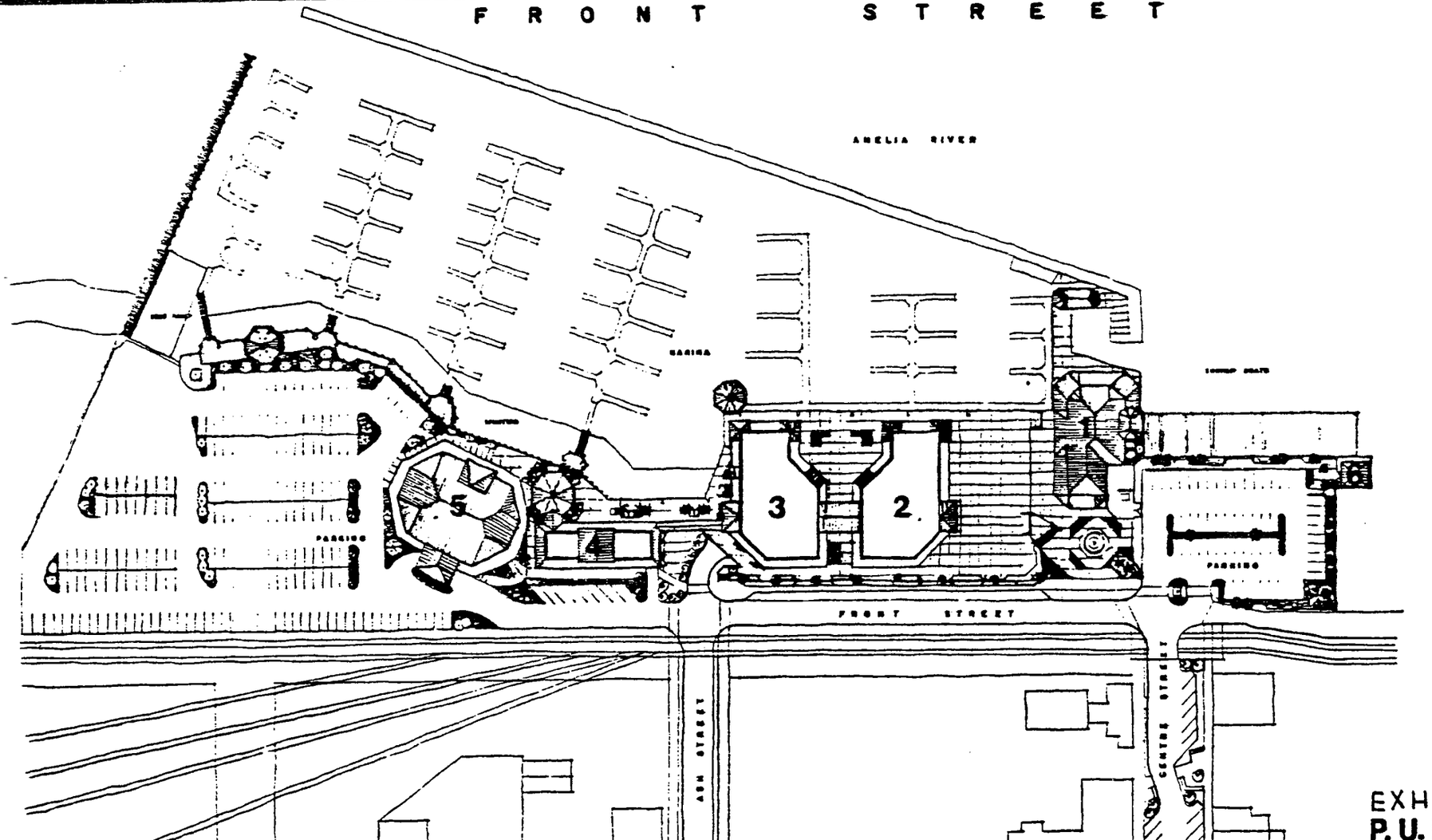
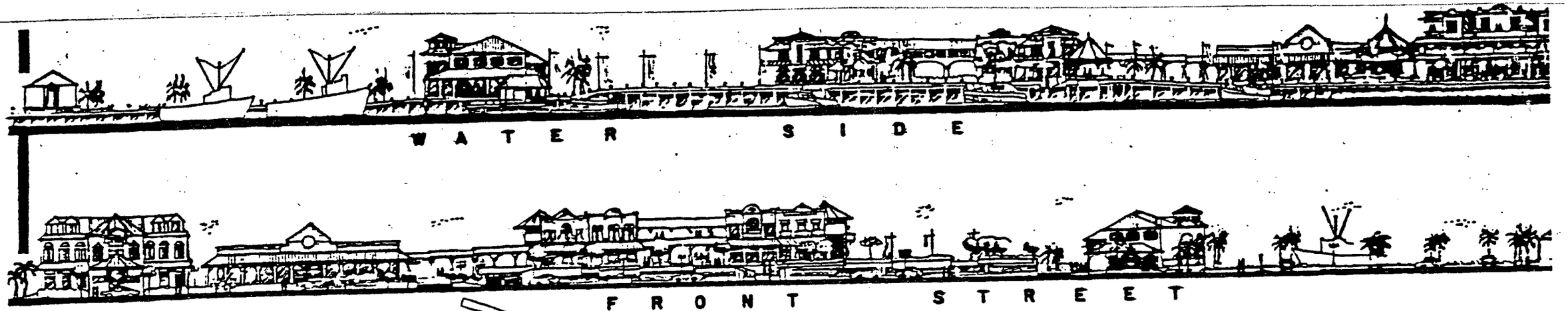


EXHIBIT "A"
P.U.D. REVISION



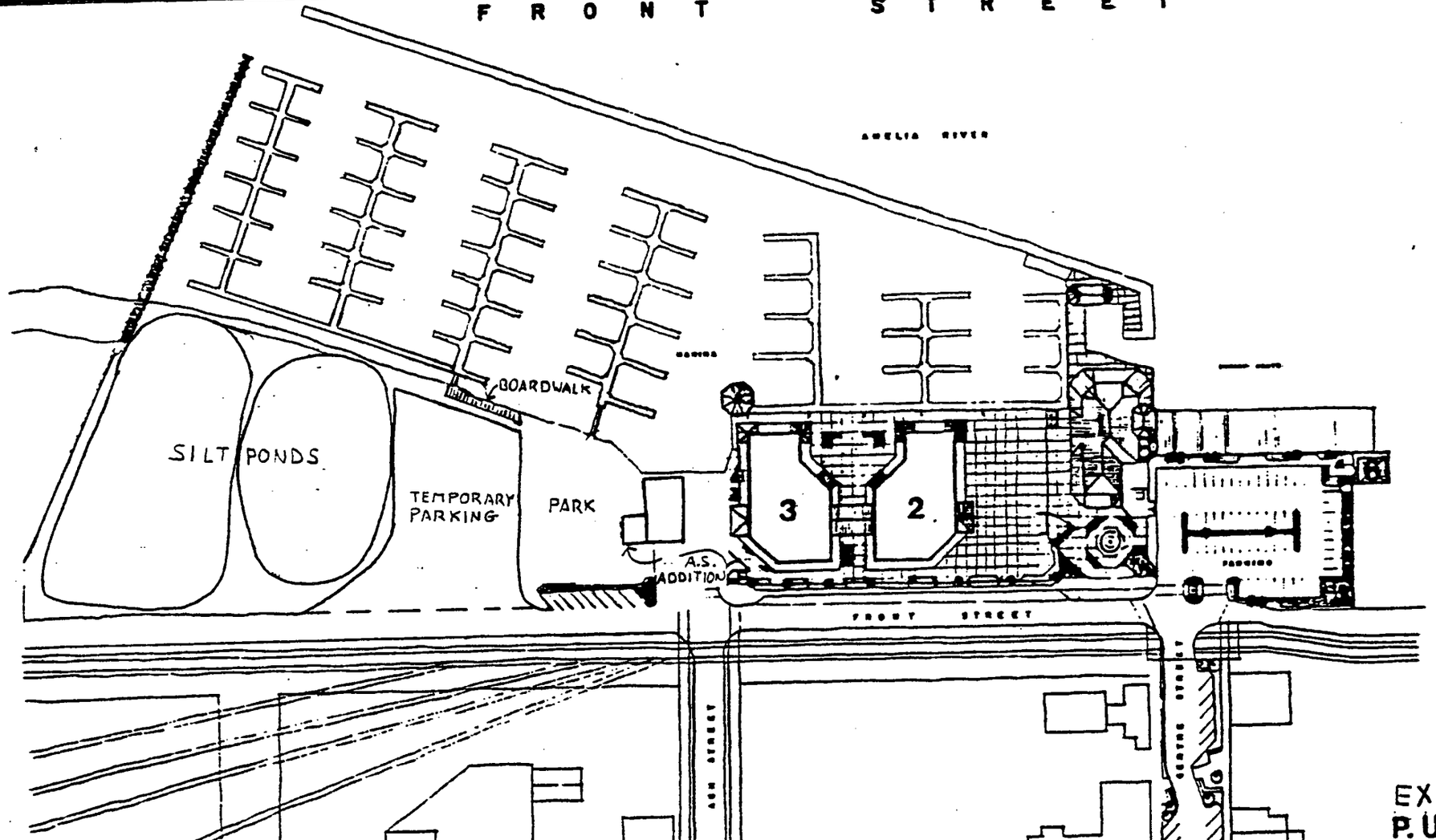
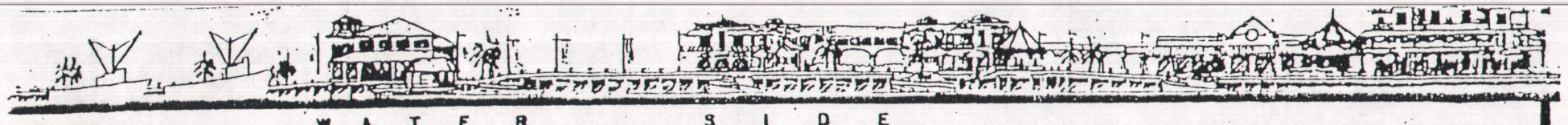


EXHIBIT "B"
P.U.D. REVISION



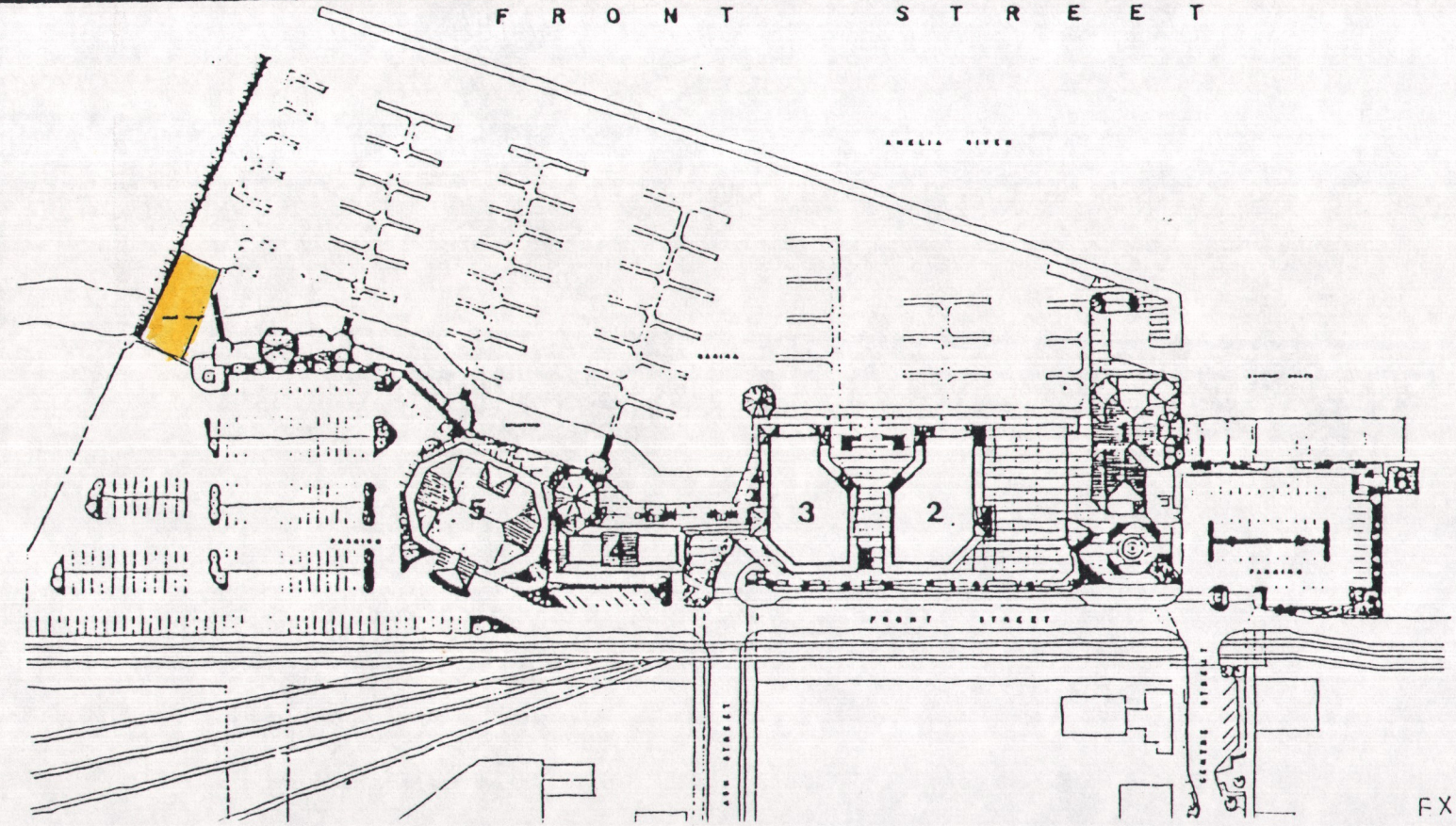
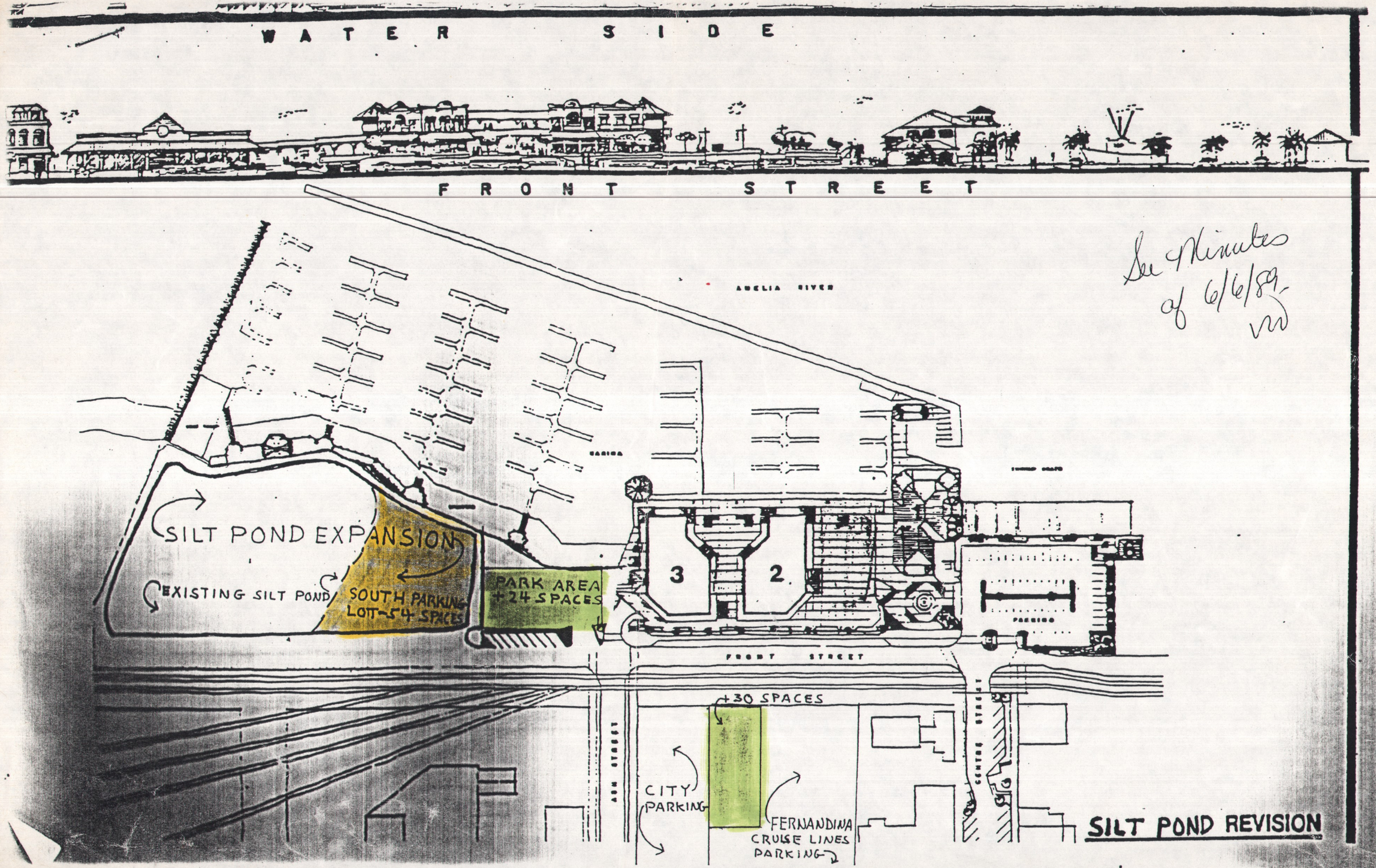


EXHIBIT "A"


WATER SIDE
FRONT STREET
See Minutes of 6/6/89
AMELIA RIVER
MARINA
SILT POND EXPANSION
EXISTING SILT POND
SOUTH PARKING LOT-54 SPACES
PARK AREA +24 SPACES
3
2
PARKING
FRONT STREET
+30 SPACES
ASH STREET
CENTRE STREET
CITY PARKING
FERNANDINA CRUISE LINES PARKING
SILT POND REVISION

The third item on the agenda was **review of the proposed lease agreement from National Air Shows, Inc. for bulk hangars to be constructed at the Fernandina Beach Municipal Airport.** City Manager Jones reviewed and discussed the contents of the proposed lease agreement. He stated that Charles Wall, Chairman of the Airport Advisory Commission (AAC), and Billy Ray Watkins, Past Chairman of the AAC, had worked out the proposed lease agreement with City Staff and were in favor of same. He then recommended approval of the proposed lease agreement.

After an inquiry from Mayor Sapp, Mr. Billy Ray Watkins indicated that the AAC was in favor of said lease agreement.

After some discussion, Mr. T. J. Brown, President and Owner of the home aerobatic team of National Airshows, Inc., came before the Commission and explained that they were a traveling aerobatics team. He also stated that if the 50/50 matching funds were not available (from the Florida Department of Transportation) there were no other provisions covered in the lease agreement beyond that.

A **motion** was made by Commissioner Roberts, seconded by Commissioner Albert, **to approve the Ground Lease Agreement between the City and National Airshows, Inc.** Vote upon passage of the motion was taken by ayes and nays and being all ayes, **carried.**

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The fourth item on the agenda was to consider adoption of **Resolution No. 956** entitled, "A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA TO **AMEND RESOLUTION [NO.] 788,** DATED NOVEMBER 5, 1985, **TO SHOW CHANGES TO PUD0485, IN THE NAME OF CENTER STREET WATERFRONT GROUP;** AND TO PROVIDE FOR AN EFFECTIVE DATE." City Manager Jones read said Resolution in full and explained the contents of same.

A **motion** was made by Commissioner Roberts, seconded by Commissioner Albert, **to adopt Resolution No. 956.** Commissioner Roberts stated that he understood the problem with silting and the need for the ponds which were going to reduce to some degree or delay the parking and since parking was needed badly he wondered how many parking spaces could be realized if a parking lot were placed in the "park" area (as shown on the attachment to Resolution No. 956). Mr. Frank Surface, representing the Center Street Waterfront Group (CSWG), stated that the 52 spaces that were talked about previously were in the "temporary parking" area and if more parking was desired same could go in the "park" area. He further stated that if the "park" area were not used for parking there would be 217 parking spaces. Mr. Surface stated that if the "park" area was used for parking it would increase the number of parking spaces by 20-30 spaces, and if the "temporary parking" area was utilized it would increase parking by about 60 spaces. Commissioner Roberts stated that he would approve the resolution with the understanding that the "park" area be designated as parking spaces instead of a park.

Commissioner Dees stated that he felt the "park" area was needed as badly as parking spaces.

After some discussion, City Manager Jones stated that the purpose of the resolution was to tie down loose ends that were in existence if the Commission was desirous of following through with the idea of looking at an expanded scope of the waterfront area and the proposed enlarged Master Plan of same.

Mayor Sapp stated that the Commission has gone on record in support of an expanded master plan for the waterfront area. He stated that it was now up to the Commission to set the time frame. He stated that if the resolution enabled the unified effort for an expanded master plan to be pursued then he was in favor of it. He concluded by stating that it was his understanding that the resolution conformed to the wishes of the Commission.

After more discussion, Mr. Jay McLaughlan, a member of the Downtown Redevelopment Agency (DRA), spoke in opposition to Commissioner Robert's proposal to delete the "park" area for parking spaces.

After an inquiry from Vice Mayor Shirley, Mr. Surface stated that if the "park" area was left as proposed there would be 217 parking spaces which he felt would meet the requirements of the Planned Unit Development (PUD) agreement.

Commissioner Roberts stated that the reason he was in favor of using the proposed "park" area for parking was because he felt the proposed site for construction of buildings would be left open.

City Manager Jones stated that the resolution was a modification for an interim plan only to operate with the Commission setting the deadline on that interim plan.

Mr. Surface stated that the CSWG wanted to get on with the plan. He further stated that they were trying to devise a plan to remove the siltation from the spoils site.

After more discussion, Commissioner Roberts stated that he would like to withdraw his suggestion that the "park" be used for parking spaces.

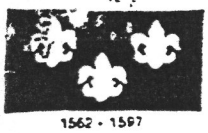
Mr. Surface stated that they were 90% certain that they at least could make the spoils site smaller. He stated that they would like to request an extension of the lease if it became necessary, especially for the inn. He stated that the boat ramp would remain where it exists under the interim plan, and whenever they were directed to go forward after the interim plan the boat ramp would be located on the south end provided the spoils site could be worked out.

There was then discussion regarding the lawsuit regarding the Board of Adjustment decision to grant a variance to Steve Simmons for parking for a restaurant. Mayor Sapp stated that at one time the Commission had granted concessions to the CSWG and it was agreed by Mr. Hans Tanzler that the lawsuit would be dropped, and he wondered if the CSWG would be living up to its commitment. Mr. Surface stated that the CSWG would live up to the commitments made.

After still more discussion, **vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Dees:	Nay
Commissioner Albert:	Aye
Commissioner Roberts:	Aye
Vice Mayor Shirley:	Aye
Mayor Sapp:	Aye

****



1562 - 1597

SPAIN

1597 - 1735 1748 - 1763
1783 - 1821

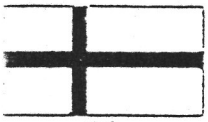
GREAT BRITAIN

1736 - 1748 1763 - 1783

PATRIOT'S FLAG

1812

GREEN CROSS OF FLA



1817

MEXICO

1817

CONFEDERATE

1861 - 1862

UNITED STATES

1821 -

City of Fernandina Beach, Florida

OFFICE OF BUILDING OFFICIAL

MEMORANDUM

TO: Planning Advisory Board

DATE: June 15, 1988

FROM: Henry J. Lannon, Building Official

SUBJECT: Staff Meeting - Center Street Waterfront Group

In attendance: Bob Cole, Jim Higginbotham, Butch Williams, Ferris B. Jones and Henry J. Lannon

After considerable discussion, the following recommendation was formulated:

1. Approved the items as listed in Mr. Cole's memo dated 6-24-88 (copy attached).

2. The vista area should be elevated for the creation of covered restaurant parking as called for in this area on the original conceptual plans.

3. Before any approval is given by the City for any additional land-based construction, a definite time schedule for the starting and completing of the public areas needs to be established such as public parking, relocating public boat ramp, perimeter river-walks etc.

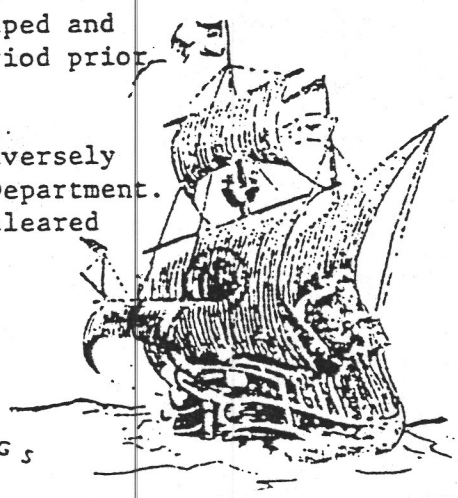
4. The proposed changes in the master plan should only be allowed if present proposed parking is not diminished.

5. Access for proper garbage collection should be shown on the proposed plan.

6. Proposed building sites must be properly landscaped and maintained. Also lighted during the interim period prior to construction.

7. The proposed changes in the master plan could adversely affect the firefighting capability of the Fire Department. Any deviation from the original plans is to be cleared through the Fire Department.

HJL/cs



THE ISLE OF EIGHT FLAGS

TO: Ferris B. Jones

June 14, 1988

From: F. R. Cole

Subject: Change in plans for Marina Development

The following questions come to mind when looking at the new plans for Marina Development.

1. Item B of building program. Parking lots at ground level. Does this mean that the entire area from Centre Street to Ash Street will have a floor level that is high enough to accommodate under ground parking. If so how many new parking places will be gained.

2. Item C, Boat ramp to remain in existing location (reconditioned). The new plan still shows the boat ramp at the south end of the project. How will the retention of the boat ramp at the end of Ash Street affect the plans for the area between buildings 3 and 5. This would appear to change the entrance to underground parking at the end of Ash Street and the boardwalk with associated planting areas. Where will the parking be for vehicles and trailers that have used the boat ramp.

3. Item IV, Building #6 - INN. It would appear that the construction of the Inn at this location will eliminate 65 parking spaces from the original approved master plan. Where will these parking places be picked up. The Inn with 48 rooms will need a minimum of 48 parking places to accommodate the rooms plus additional parking for the lounge and restaurant.

The changes in general have merit but I do not think there has been sufficient thought and planning for this plan to be acceptable. Why do we all of a sudden need to be in such a big hurry.

RECEIVED
JUN 14 1988

C. Bryan
T. Byrne
B. Carter
E. Coleman
R. Cross
E. Partin
A. J. Smith
A. Williams

TAB M

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COMMISSION

FROM: MARINA PROBLEM RESOLUTION AD HOC COMMITTEE

DATE: JANUARY 20, 1993

SUBJECT: PROPOSED PLAN MODIFYING RESOLUTION NO. 956

On September 15, 1992 the City Commission, by an affirmative vote, authorized the formation of a committee to formulate and present a plan to aid the Commission in resolving the marina dilemma. Our initial actions were to divide up into subcommittees and to extensively review documentation and past history in each of the areas of responsibility assigned to each subcommittee. During its tenure, the Marina Problem Resolution Ad Hoc Committee passed a resolution that would guide all future deliberations, viz-a-viz, the city would not enter into any joint venture nor would the city commit any of its funds.

There were three elements contained in the City Commission's motion and we will address them in the order presented.

1. **Significantly improve the City's return on investment; redo the contracts.**

RECOMMENDED RESOLUTION

Rewrite the lease to include only the marina area and the restaurant. The investors would also lease and maintain the building with the restrooms and laundry for the boaters.

The lease would include a basic "ground" rent plus a percentage of gross revenues at the marina and at the restaurant.

The "ground" rent would be as follows:

1st year - $50,000	2nd year - $50,000
3rd year - $50,000	4th year - $50,000
5th year - $50,000	6th year - *

*Adjusted for change in property value based on assessed valuation and readjusted at the end of each subsequent 5 year period.

The percentage of gross revenues, in addition to the ground rent, would be as follows:

Payments based on gross marina revenues would not commence until the sixth year. No percentage payments in the first five years would provide an incentive for solving the existing marina problems. The percentage of gross commencing in the sixth year would be 5%.

Payments based on gross revenues of the restaurant and the gift shop would be 1% to provide a 6% return on our property. This is a change in calculation formula. The participation calculation would no longer be based on the amount of revenue received from the restaurant by the investors.

All payments from the investors are periodically due and payable within 30 days following an accounting quarter. Calculations of amounts due under the percentage payments proviso will be based on the state sales tax report of all parties.

The lease would provide that the CDBG payment is a separate payment which the investors pay directly to the City.

2. Make one dedicated effort to resolve the usage problem in the marina proper.

RECOMMENDED RESOLUTION

(The Committee's report to the City Commission has been delayed to allow the investors time to complete their engineering study.)

The original agreement provides for a warranty by the investors to provide an operating marina. In recognition of the city's current cooperative spirit and our desire to have a high quality facility, depending upon the investors' dredging decision the Committee recommends as follows:

A. (1) The City will buy the Hardee property using additional lease payments by investors, covering that property, for funding. The total of the lease payment will cover City's bank loan, recovery of lost ad valorem taxes and a service charge.

(2) A spoil site will be allowed on the purchased Hardee property.

(a) Maximum duration of spoil site is three years.

(b) Lessee to post a suitable bond guaranteeing removal of the spoil.

(c) City will aid in investigating possible local sites for disposal.

- OR -

B. The City will render all possible administrative assistance in necessary permitting needed to extend the marina westward and/or northward.

C. The boat launching ramp is an integral part of the marina. The City will join with the investors in a dedicated effort to have the Board of Commissioners of Nassau County provide financial assistance in the maintenance of the boat ramp. THE COUNTY DOES NOT PRESENTLY FINANCIALLY SUPPORT A PUBLIC BOAT RAMP ON AMELIA ISLAND.

3. Give priority to city quality of life issues in landside development.

RECOMMENDED RESOLUTION

(The following recommendation assumes that the Hardee Trust agrees that the location of the original proposed boat ramp is inappropriate.)

Recognizing that the current investors were not the original developer but were involved solely as investors, we make the following recommendations:

A. (1) Given the present investors lack of the necessary expertise, we recommend that the city take back all lands designated for commercial buildings, except Brett's Waterway Cafe.

(2) The investors, being relieved of all commercial development, will be required to complete amenities designed to enhance the quality of life. These amenities are designed to attract the citizenry to the waterfront by encouraging relaxation. Promenades, boardwalks, gazebos, benches and childrens' areas will facilitate this objective. (See PUD master plan diagram as amended in 1988.) The investors will extend the pedestrian walkway carrying out the "shrimp dock" motif from north of Brett's Waterway Cafe southward to the present boat ramp.

(a) Upon completion, city will assume control and responsibility for upkeep of these facilities.

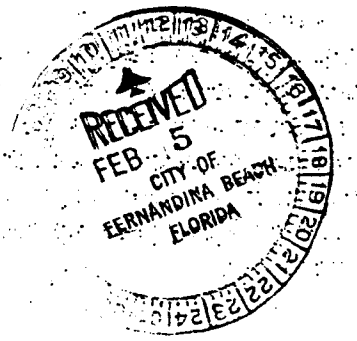
B. Investors will be responsible for providing approximately 254 parking spaces, exclusive of those provided north of Brett's Waterway Cafe.

(1) Composition of the southernmost parking lot will be negotiated with the City Manager.

(2) Upon completion of parking spaces, city will assume maintenance of all parking lots.

(3) Investors may segregate parking facilities, if desired, to accommodate parking fees.

AJS/r



February 2, 1993

Mr. Thomas Ingram
Fernandina Harbour Joint Venture
4400 Marsh Landing Blvd., No. 7
Ponte Vedra Beach, FL 32082-1287

Re: Progress Report for Fernandina Harbor Marina Model Study

Dear Mr. Ingram:

The bathymetric survey of the marina bottom has been completed. The surveyed water depths have been converted to Mean Low Water (MLW) based on National Ocean Service tidal benchmarks at the marina and coded into a computer data base for use in the hydrodynamic model. Currently, the model is being setup to represent the conditions, including bathymetry, configuration, and tidal flow and amplitude, in and near the marina. Because of the contrasting scales between the marina itself and the large expanse of water which forms the bend in the Amelia River adjacent to the marina, two model setups are being performed to reduce computer computational costs. The first model setup simulates the water movement through about 1.5 miles of the Amelia River at spatial intervals of 120 ft to determine the large-scale features of the flow patterns adjacent to the marina. The large-scale simulation results near the marina will be used as boundary conditions for the second model setup. This model will focus on the small-scale features of flow characteristics within the marina using a spatial resolution of 30 ft. The small-scale model will be used to simulate the existing flow conditions within the marina and, more importantly, changes in flow characteristics induced by structural/bathymetric modifications within the marina to reduce shoaling. The model setup, both large- and small-scales, should be complete by mid-February.

Sincerely,

R. Bruce Taylor, Ph.D., P.E.
President

:blm

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
P. O. BOX 4970
JACKSONVILLE, FLORIDA 32232-0019

REPLY TO
ATTENTION OF

RECEIVED
APR 24 1992
CITY OF
FERNANDINA BEACH,
FLORIDA

Regulatory Division
North Permits Branch

APR 23 1992

PUBLIC NOTICE

Permit Application No. 199101604(IP-SS)

TO WHOM IT MAY CONCERN: This district has received an application for a Department of the Army permit pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and Section 404 of the Clean Water Act, as described below:

APPLICANT: Centre Street Waterfront Group
Suite 7
4400 Marsh Landing Boulevard
Ponte Vedra Beach, Florida 32082-9998

WATERWAY & LOCATION: Amelia River, at Ash Street and Front Street in Section 22, Township 03 South, Range 28 East, Fernandina Beach, Nassau County, Florida.

LATITUDE & LONGITUDE: Latitude 30 40'15" N., Longitude 81 27'54 W.

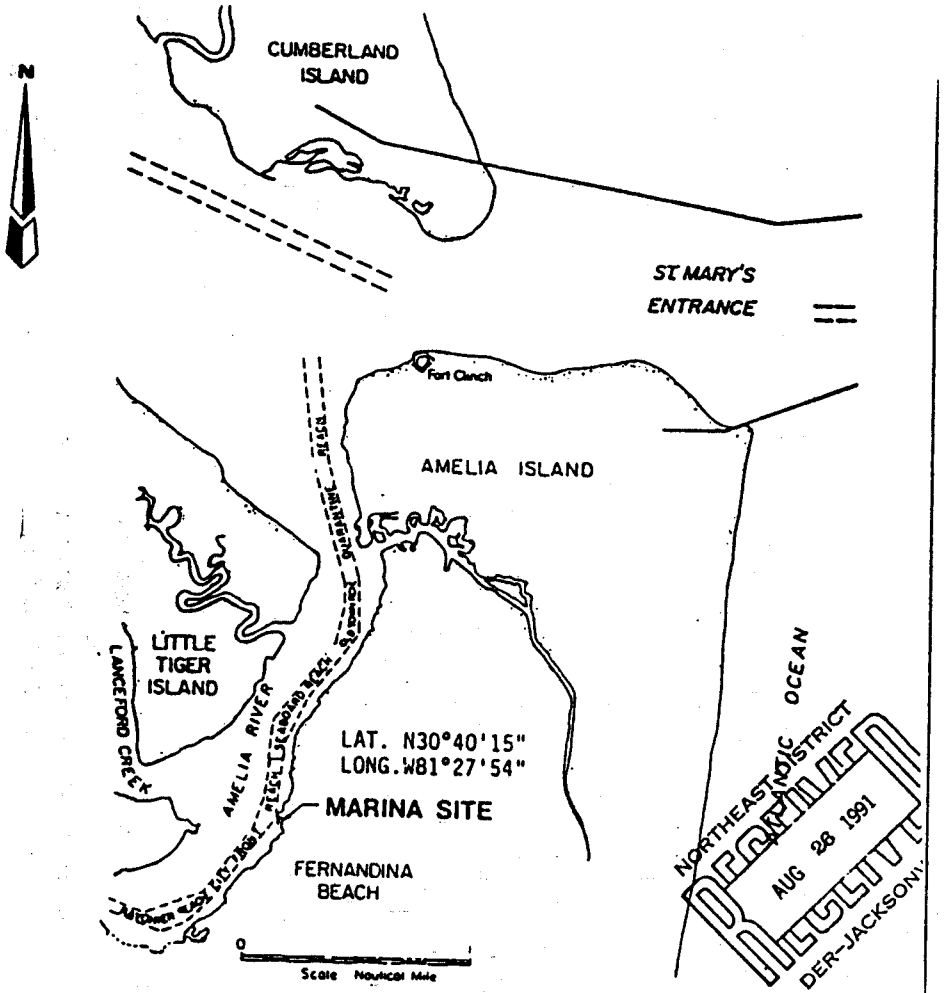
WORK & PURPOSE: The applicant proposes to maintenance dredge the marina basin. Approximately 16,000 cubic yards of material would be dredged from the basin and deposited in the upland spoil area. After the material dries it will be hauled offsite. In addition, the marina basin would be periodically dredged with the spoil deposited in the upland spoil area. If issued, the permit would be valid for 10 years.

NOTE: This public notice is being issued based on information furnished by the applicant. This information has not been verified.

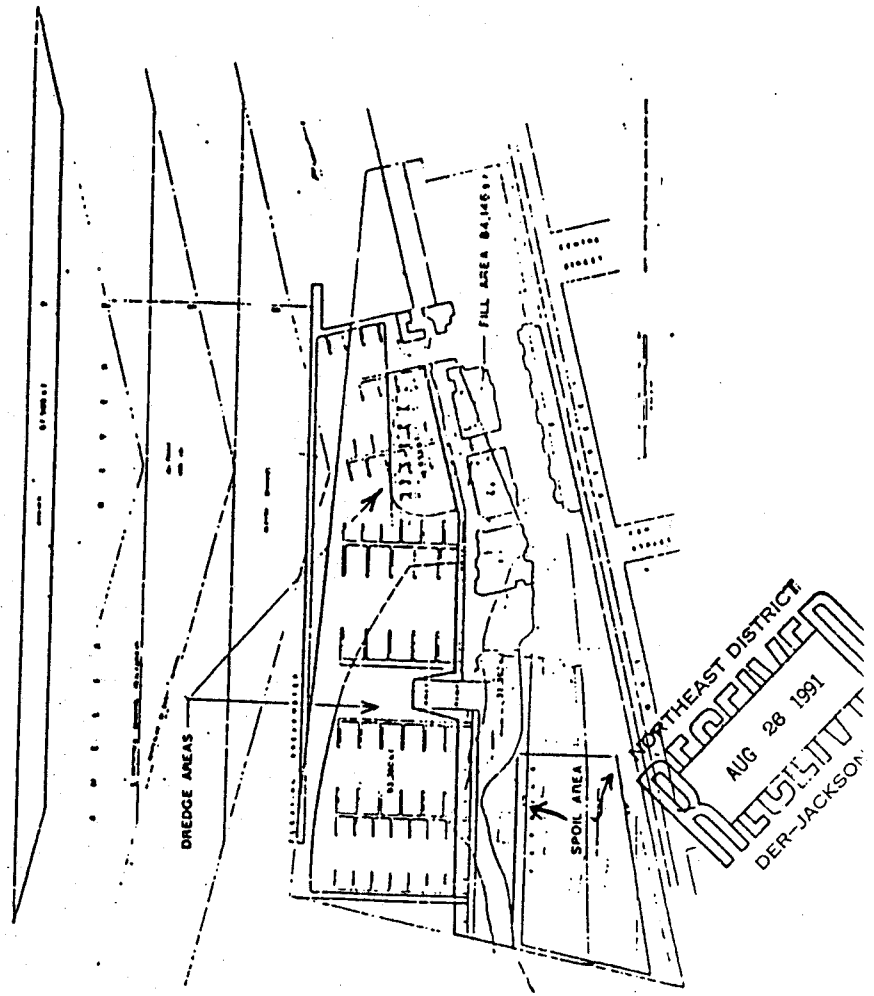
AUTHORIZATION FROM OTHER AGENCIES: State Department of Environmental Regulation: State permit/certification may be required. The DER permit/certification number is 452014162.

Comments regarding the application should be submitted in writing to the District Engineer at the above address within 30 days from the date of this notice.

If you have any questions concerning this application, you may contact Shirley Stokes of this office, telephone 904-791-1668.



LOCATION MAP



General Locations of Dredging and Spoil Areas

~~rpose: Maintenance Dredging~~
itum: Mean Low Water
ljacent Property Owners:

ic Steve Simmons;

In: Amelia River
At: Fernandina Beach
County Of: Nassau State: Fl
Application By:
Centre Street Waterfront Group

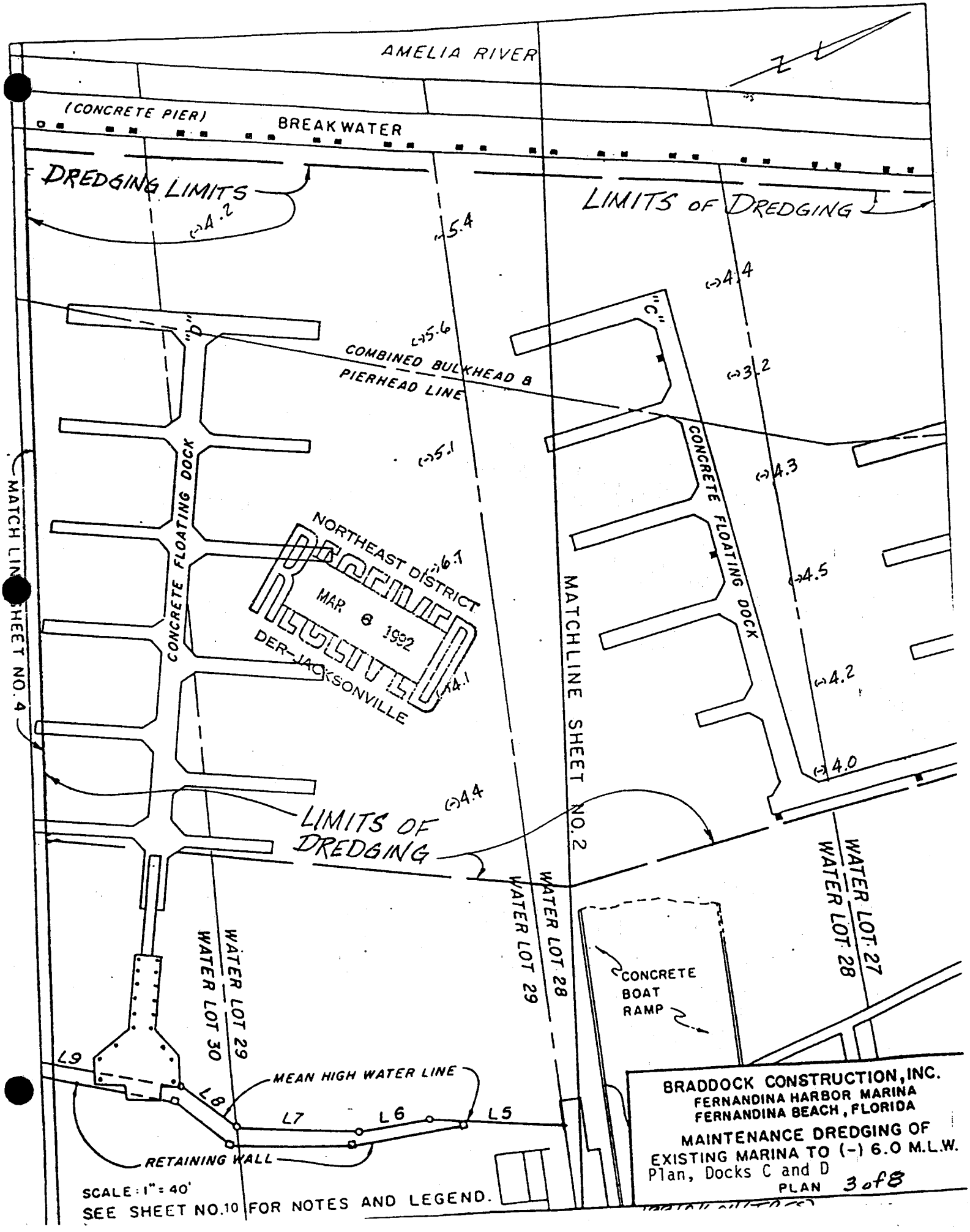
Purpose: Maintenance Dredging
Datum: Mean Low Water
Adjacent Property Owners:

Amelia Island Seafood.

In: Amelia River
At: Fernandina Beach
County Of: Nassau State: Florid
Application By:
Centre Street Waterfront Group

Sheet 1 of 8 Date: 4/5

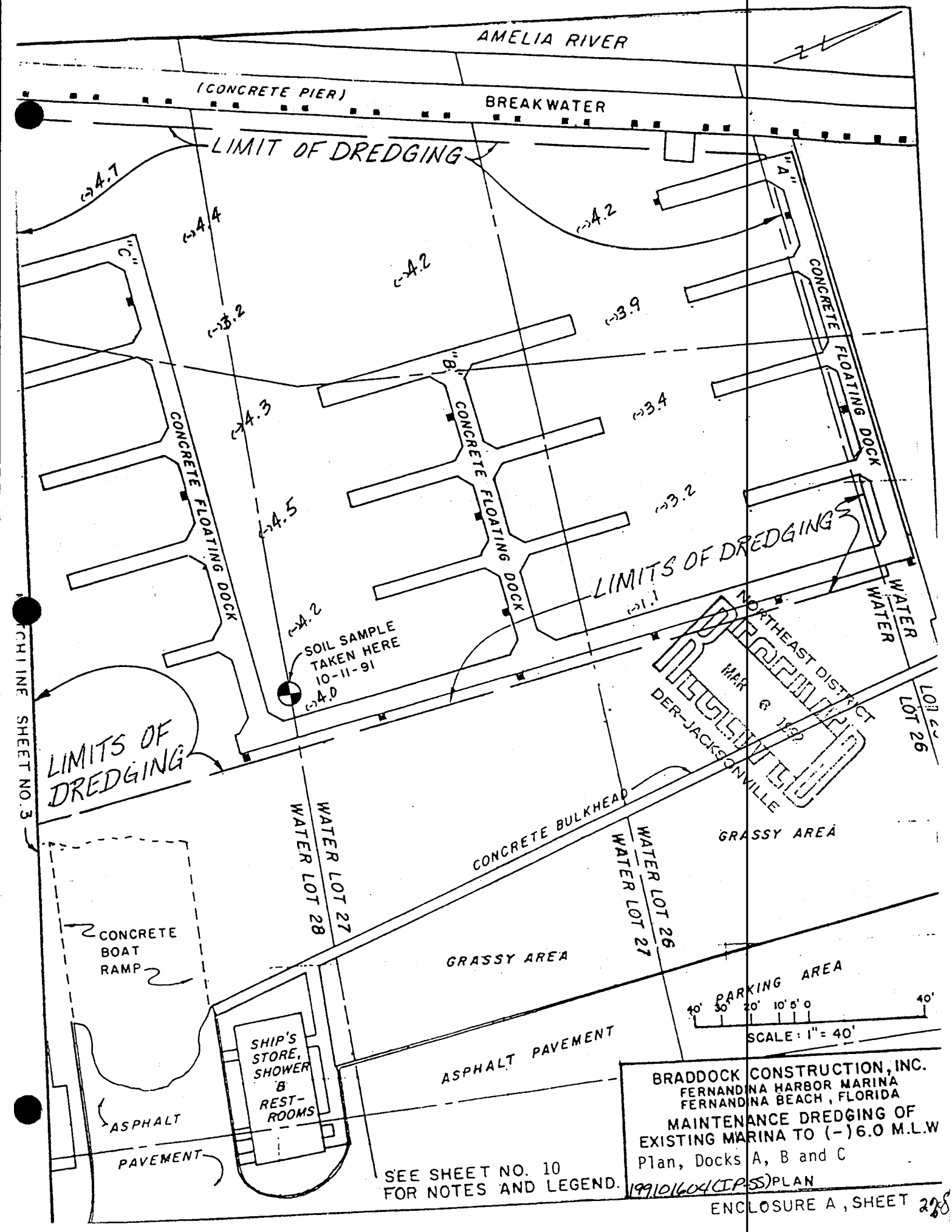
199101604 (IP-SS)



BRADDOCK CONSTRUCTION, INC.
FERNANDINA HARBOR MARINA
FERNANDINA BEACH, FLORIDA

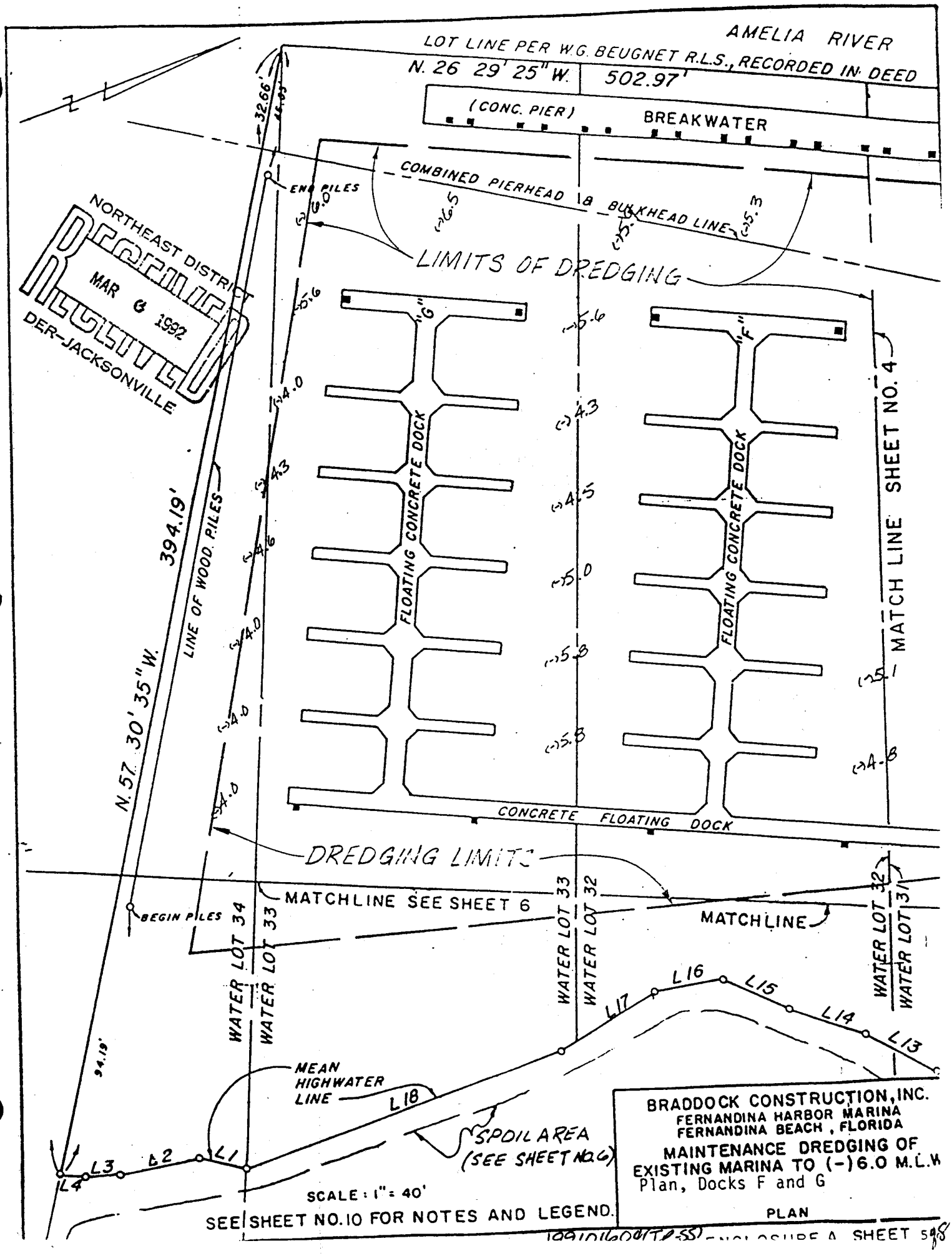
MAINTENANCE DREDGING OF
EXISTING MARINA TO (-) 6.0 M.L.W.
Plan, Docks C and D

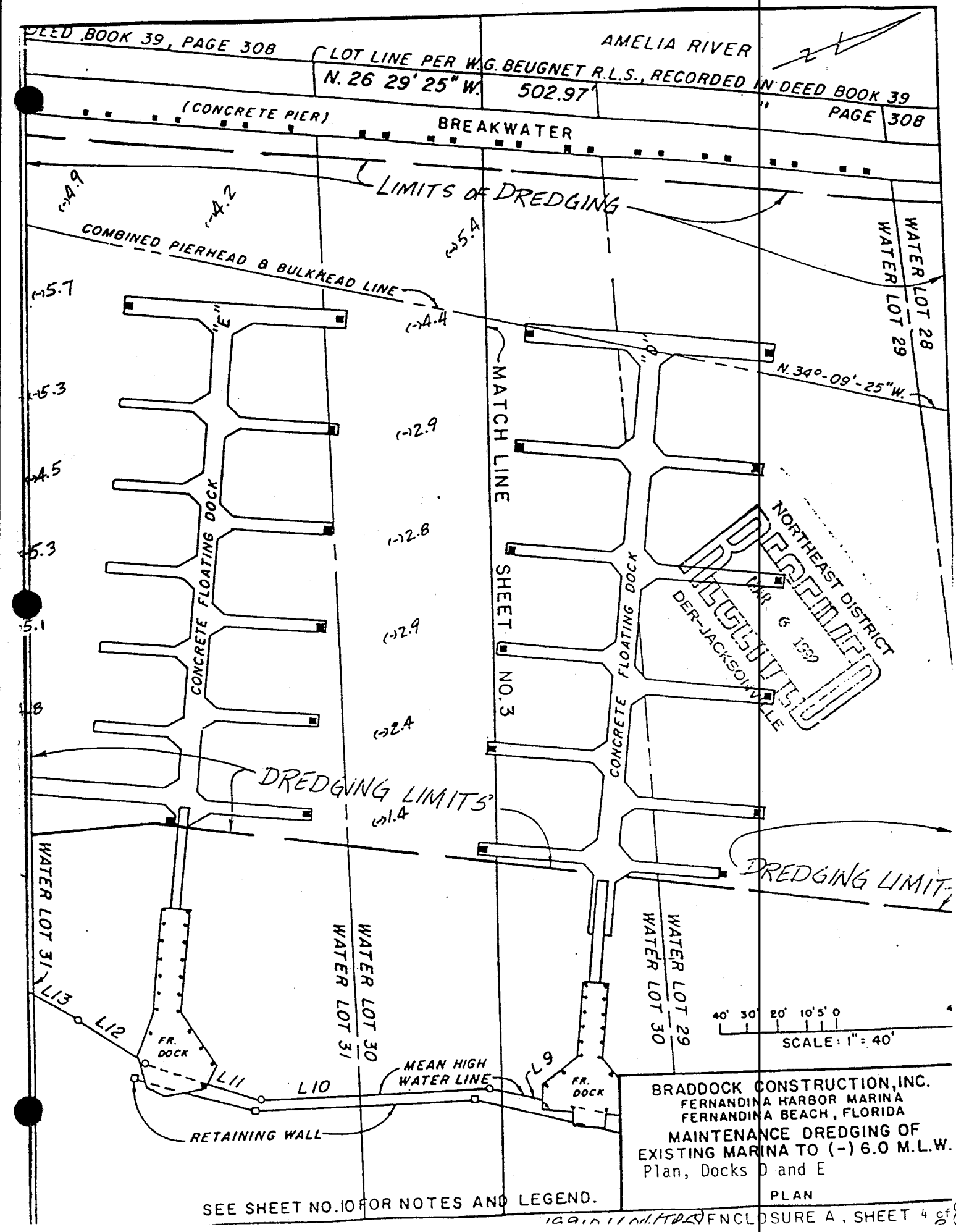
PLAN 3 of 8



BRADDOCK CONSTRUCTION, INC.
FERNANDINA HARBOR MARINA
FERNANDINA BEACH, FLORIDA
MAINTENANCE DREDGING OF EXISTING MARINA TO (-)6.0 M.L.W
Plan, Docks A, B and C
19910160 4(CIP-SS)PLAN

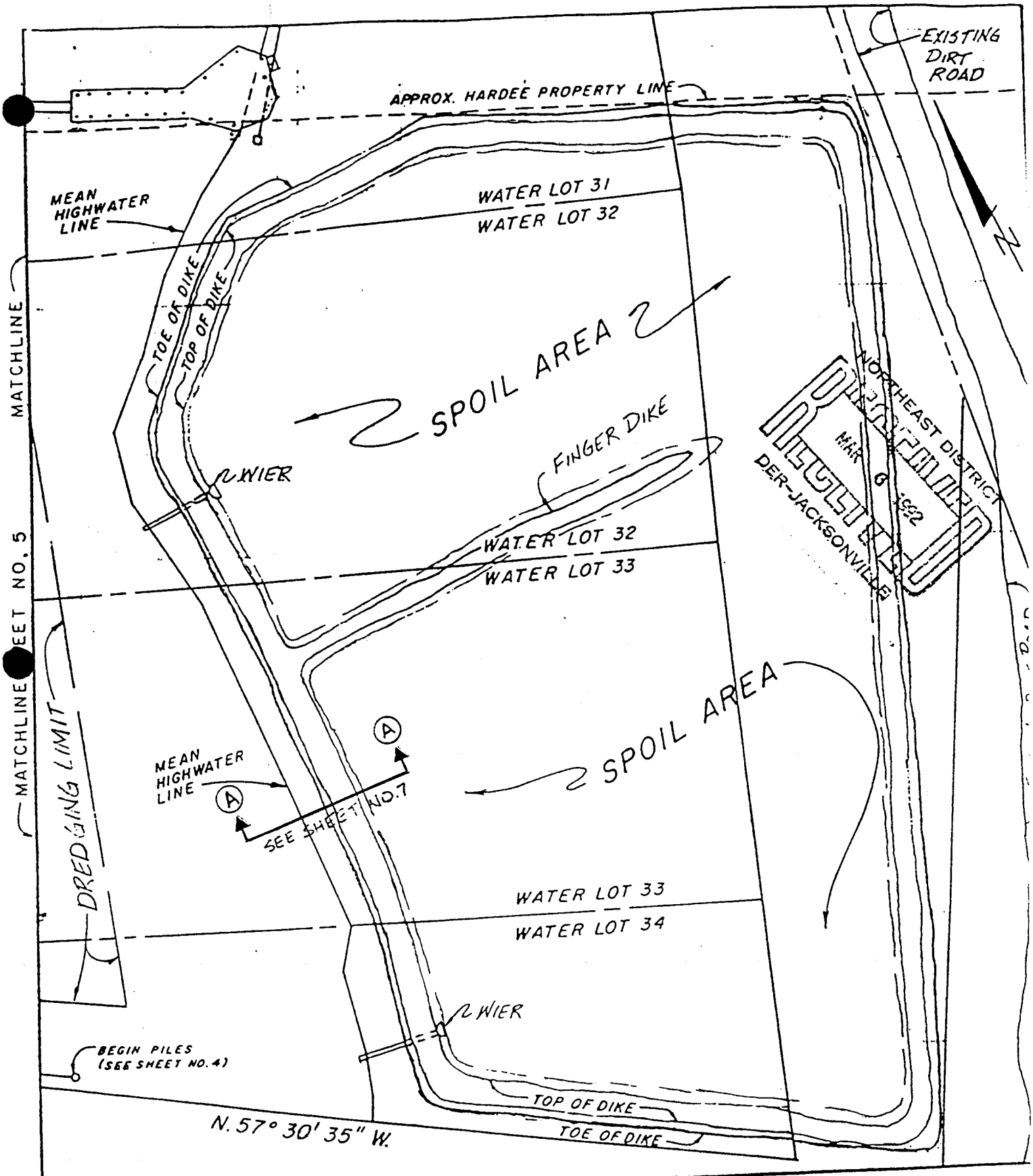
ENCLOSURE A, SHEET 28


AMELIA RIVER
LOT LINE PER W.G. BEUGNET R.L.S., RECORDED IN DEED
N. 26 29' 25" W.
502.97'
(CONC. PIER)
BREAKWATER
COMBINED PIERHEAD & BULKHEAD LINE
END PILES
LIMITS OF DREDGING
"G"
"F"
FLOATING CONCRETE DOCK
FLOATING CONCRETE DOCK
MATCH LINE SHEET NO. 4
CONCRETE FLOATING DOCK
DREDGING LIMITS
MATCHLINE SEE SHEET 6
MATCHLINE
BEGIN PILES
LINE OF WOOD PILES
N. 57 30' 35" W.
394.19'
32.66'
WATER LOT 34
WATER LOT 33
WATER LOT 33
WATER LOT 32
WATER LOT 32
WATER LOT 31
MEAN HIGHWATER LINE
SPOIL AREA (SEE SHEET NO. 6)
L1
L2
L3
L4
L13
L14
L15
L16
L17
L18
SCALE: 1" = 40'
SEE SHEET NO. 10 FOR NOTES AND LEGEND.
BRADDOCK CONSTRUCTION, INC.
FERNANDINA HARBOR MARINA
FERNANDINA BEACH, FLORIDA
MAINTENANCE DREDGING OF EXISTING MARINA TO (-)6.0 M.L.W.
Plan, Docks F and G
PLAN
ENCLOSURE A SHEET 5
NORTHEAST DISTRICT
RECEIVED
MAR 6 1992
DER-JACKSONVILLE



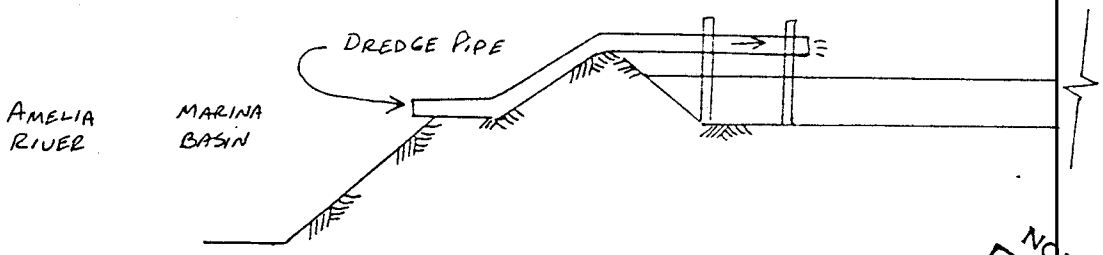
BRADDOCK CONSTRUCTION, INC.
FERNANDINA HARBOR MARINA
FERNANDINA BEACH, FLORIDA
MAINTENANCE DREDGING OF EXISTING MARINA TO (-) 6.0 M.L.W.
Plan, Docks D and E
PLAN

SEE SHEET NO. 10 FOR NOTES AND LEGEND.



BRADDOCK CONSTRUCTION, INC.
FERNANDINA HARBOR MARINA
FERNANDINA BEACH, FLORIDA
MAINTENANCE DREDGING OF EXISTING MARINA TO (-)6.0 M.L.W.
Plan, Spoil Area
SPOIL AREA

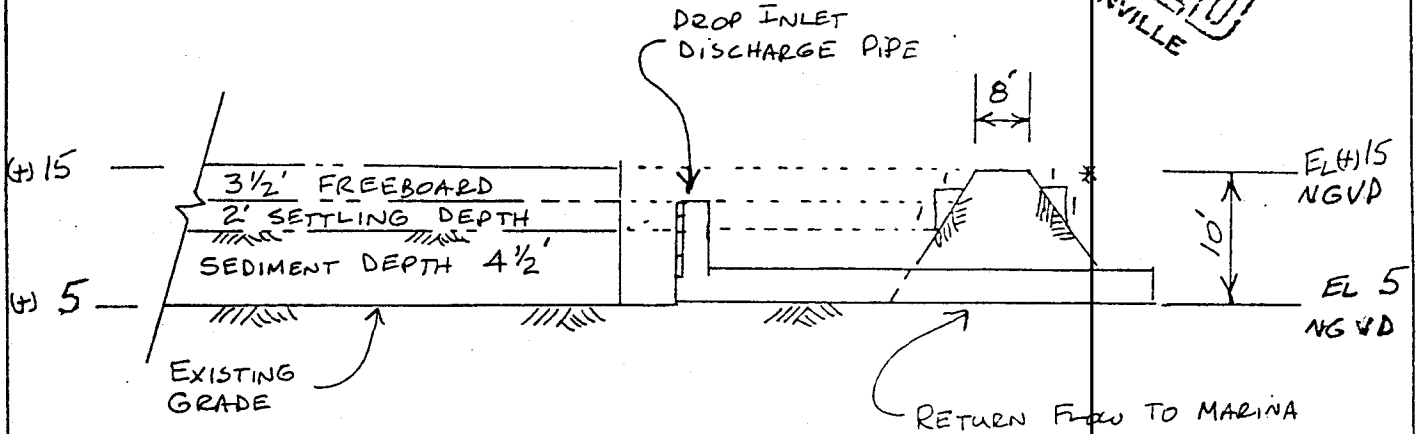
SEE SHEET NO.10 FOR NOTES AND LEGEND.



INLET SECTION
n. t. s.

SECTION A-A
TYPICAL

NORTHEAST DISTRICT
RECEIVED
MAR 8 1991
DER-JACKSONVILLE



OUTLET SECTION
n. t. s.

* DIKE SLOPES ARE 1:1 OR ANGLE OF NATURAL REPOSE

Spoil Area Dike Sections. Show datum: N.G.V.D.

Purpose: Maintenance Dredging
Datum: Mean Low Water
Adjacent Property Owners:

Harold O'Steen, Howard O'Steen and Steve Simmons.

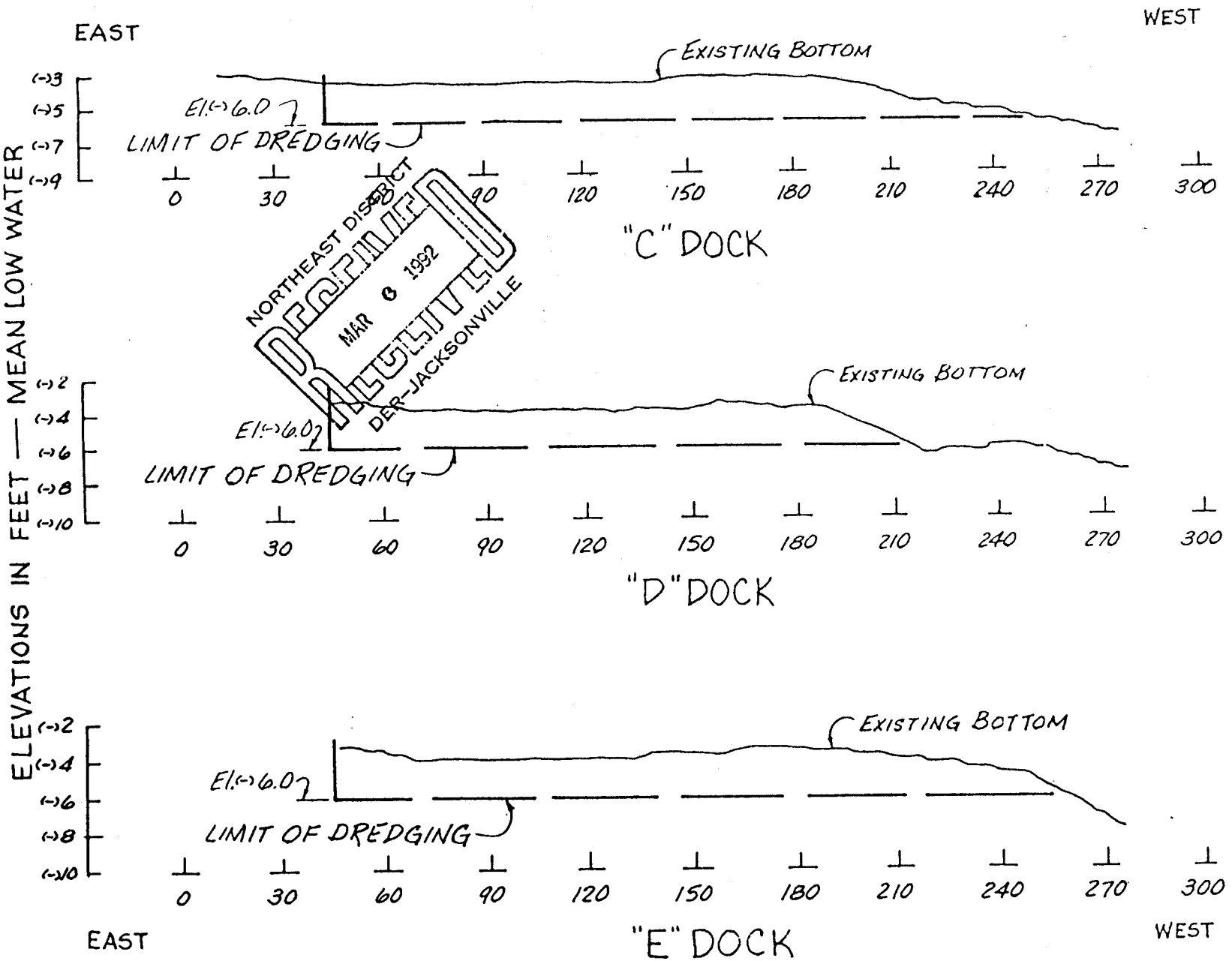
Amelia Island Seafood.

Spoil Area Dike Sections
In: Amelia River
At: Fernandina Beach
County Of: Nassau State: Florida
Application By:
Centre Street Waterfront Group

Sheet 6 of 6 Date: 8/8/91

Ronald G. Kolar PE

BRADDOCK CONSTRUCTION, INC.
FERNANDINA HARBOR MARINA
FERNANDINA BEACH, FLORIDA
MAINTENANCE DREDGING OF
EXISTING MARINA TO (-)6.0 M.L.W.
Cross-sections, Docks C, D and E
CROSS SECTIONS 8 of 9



RESOLUTION NO.: 788

IN RE: APPLICATION FOR CONDITIONAL USE NO.: PUD 0485

WHEREAS, Centre Street Waterfront Group, Inc., has applied for a Conditional use under Section 26-11 (K) of the Code of Ordinances of the City of Fernandina Beach, Florida, Application No.: 0485; and

WHEREAS, the Planning Advisory Board has considered such application and rendered its report and recommendations on the same; and

WHEREAS, Notice of Hearing on such application was published in the Fernandina Beach Newsleader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on October 2nd, 1985, and on October 9th, 1985, and also posted on the subject property; and

WHEREAS, a public hearing was held on such application by the City Commission of the City of Fernandina Beach, Florida on November 5th, 1985; and

WHEREAS, after consideration of the testimony and evidence presented on such application and at the public hearing thereon, the City Commission made the following findings:

1.) That the Commission is empowered under Section 26-10.3 of the Zoning Code of the City of Fernandina Beach, to grant the conditional use described in the application.

2.) That the grant of the conditional use will not adversely affect the public interest of health, safety and welfare.

3.) That the specific rules governing the conditional use, if any, as required by Section 26-10.3 of the Zoning Code have been met, and that satisfactory provisions and arrangements have been made concerning those certain matters specified in Section 26-11 (K)(4), (a) through (h) of the Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the CITY COMMISSION of the CITY OF FERNANDINA BEACH, FLORIDA, at its meeting duly called and assembled, that Application for Conditional Use No.: PUD 0485, filed by Centre Street Waterfront Group, be and the same is hereby approved, subject to the following conditions:

See Exhibit "A" attached hereto.

ADOPTED this 5th day of November, 1985.

CITY OF FERNANDINA BEACH, FLORIDA

BY Don Roberts
Don Roberts

Its: Mayor/Commissioner

ATTEST:

EXHIBIT "A" TO RESOLUTION NO: 788

1. Resolution No: 757, approving Application No: PUD0185 is hereby terminated and deemed null and void.

2. The Applicant/Developer shall at all times maintain sufficient parking facilities to provide parking for 62% of the existing code requirements for same. The developer shall provide a minimum of 334 parking spaces for the total development as represented in its mast Site Plan dated November 4, 1985, which by reference is incorporated herein.

3. All parking shall be paved with concrete or asphalt according to city specifications, striped, and completed in accordance with the dates set forth in Exhibit "B", attached hereto.

4. The applicant/developer shall complete those certain improvements at the times stated in Exhibit "B" attached, which are predicated on a December 1, 1985, takeover date.

5. Applicant/Developer shall submit detailed plans and qualifications for the public park and landscaping no later than January 30, 1987, for review and approval by the Planning Advisory Board and City Commission.

6. No construction materials, salvage materials, nor construction equipment shall be transported upon or across any portion of Centre Street without prior approval of the City Manager.

7. Two-way traffic shall be maintained on Front Street until construction on Front Street itself commences, and shall resume immediately upon completion of the the same.

8. The Applicant/Developer shall submit monthly progress reports setting forth estimated percentages of completion of the various project elements as described in Exhibit "B".

EXHIBIT "B" TO RESOLUTION NO.: 788

	PROJECT ELEMENT	COMPLETION DATE
PHASE I:	Fuel Service	January 31, 1986
	Demolish Welcome Station	February 28, 1986
	Establish Spoil Site/ Demolish Stone & Hardee property	March 31, 1986
	Dredge Widener	April 30, 1986
	Relocate Landscape	May 31, 1986
	Front Street Relocation	July 31, 1986
	Breakwater and New Fuel	August 31, 1986
	Fill Revetment & Riverwalk	September 30,1986
	Demolish Old Fuel Dock & Atlantic Seafood Docks	October 31, 1986
	Demolish Spoil Site/Complete Construction of approximately 96 slips (excluding breakwater) and boat ramp	January 31, 1987
	Complete new retail seafood building	March 31, 1987
	Complete Site improvements	January 31, 1987
	Complete Marina Building, Restaurant, Inn, 254 parking spaces; public park	June 30, 1987
PHASE II:	Balance of slips on breakwater; commercial/retail space; parking (approximately 80 spaces); site improvements	December 31, 1990*

*This date may be extended by the City Commission upon a showing of lack of market demands justifying the construction of remaining commercial/retail space, and any additional slips at the breakwater.

city.miscel.2
conduse.app

City of Fernandina Beach

Florida 32034

OFFICE OF
CITY MANAGER

November 6, 1985

Mr. Robert Allison, President
Centre Street Waterfront Group
Post Office Box 1481
Fernandina Beach, Florida 32034

Subject: Application No. PUD0485

Dear Bob:

Attached please find a certified copy of Resolution No. 788 approving the above mentioned application with conditions. If anything further is needed, please advise.

Sincerely,

CITY OF FERNANDINA BEACH

F. B. Jones
City Manager

FBJ/vw

Attachment

City of Fernandina Beach

Florida

32034

CERTIFICATE

I, VICKI P. WINGATE, City Clerk of the City of Fernandina Beach, Florida, DO HEREBY CERTIFY, that the attached Resolution Number 783 was duly adopted by the City Commission of the City of Fernandina Beach, Florida on the 5th day of November, 1985, A.D., and that said Resolution has been compared by me with the original thereof recorded in the official Resolution Book of the City Commission of the City of Fernandina Beach, Florida, and that it is a correct transcript therefrom and of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the said City of Fernandina Beach, Florida, this 6th day of November, 1985, A.D.

(SEAL)

Vicki P. Wingate

VICKI P. WINGATE
City Clerk
City of Fernandina Beach, Florida

MAP NO. _____

DATE FILED _____

APPLICATION FOR A CONDITIONAL USE

APPLICATION NO. PUD 0485

TO: THE PLANNING ADVISORY BOARD AND CITY COMMISSION OF FERNANDINA BEACH, FLORIDA.

The Undersigned hereby applies for Conditional Use as follows:

1. Legal description of land which a Conditional Use is sought:

All of water lots 26,27,28,29,30,31,32,33 and a portion of water lots 1,25, and 34 Fernandina Beach, Nassau County, Florida.

2. Street Address: Number 1 Front Street.

3. The name and address of the owner as shown in the public records of Nassau County:

CITY OF FERNANDINA BEACH, Owner

CENTRE STREET WATERFRONT GROUP, Developer/Leasee; P.O. Box 1481

4. Current zoning district classification:

Industrial Waterfront.

5. Conditional Use sought:

P.U.D. - Planned Unit Development.

6. Section of Zoning Code or provision which authorizes the granting of this Conditional Use:

Zoning section which authorizes granting of conditional use.

Section 26-10.3 PUD Paragraph "C".

7. General description of the effect and details of this Conditional Use:

The new marina facility will be built inside a floating concrete breakwater approximately 120' feet west of the existing fuel docks. All of the newly

created deep water slips will be equipped with safe and modern utility hookups and running water. All of the new structures will be floating concrete and will be engineered to safely survive the worst 100 year storm and tides. The new boat ramp and parking will be constructed on the south end of the "Hugh Stone" property.

The new bulkheads will be of interlocking concrete block riprap construction and will be built outside the existing bulkhead providing additional landside property for shops and parking. Running the entire length of the bulkhead will be a broad, attractively landscaped pedistrian promenade overlooking the yacht basin and harbor. This riverwalk will be of heavy timber construction and will have comfortable benches and sitting areas and guard rails between the basin.

This Planned Unit Development will increase the City's recreational boating facilities by 400 percent (100+ more slips than presently) plus provide a 525 percent increase in space for transient boaters. Landside, the development will provide 67 percent more public pedestrian space (boardwalks, plazas, sidewalks, lawns and riverfrontage) including a 58 percent increase in riverwalk frontage. 53,000 square feet of commercial and retail buildings will be constructed and the number of parking spaces will be increased by 342 percent (328 parking spaces vs. 96 presently).

The property between the riverwalk and railroad will be the area designated for shops and pedestrian public space. The Waterfront Plan calls for the relocation of Front Street West toward the river and away from the railroad tracks which shall be buffered by berms, walls and landscaping.

All of the new buildings will be designed to be consistent with the Victorian turn of the century theme. Envisioned by the architects is the generous use of old brick and an intricate maze of quiet New Orleans style courtyards and balconies with river view.

Outdoor lighting, and sidewalk design, graphics and general streetscape will be similiar to that of renovated Centre Street giving the entire business district continuity in its character and style.

8. <u>This Conditional Use is in the public interest for the following reasons</u>:

<u>City Government</u> will be relieved of the day to day management responsibilities of the marina allowing more time to be dedicated to other important community problems and needs.

Approximately 40 new businesses will be located at the waterfront with

additional tax revenues being accumulated to the City. With the new businesses will come new jobs for approximately 80 to 90 people. Advelorium taxes plus the $10,000.00 (plus or minus) per year spent by the City for Marina maintenance will be one source of increased income to the City. The primary financial advantage to the City will be those savings plus the lease payments for a combined net effect of $150,000.00 per year income that will continue to increase over time.

Tax Payers will not face the immediate future requirement of appropriating significant sums of money required for the repair and renovation of the existing marina facilities. Also because the City will be relieved of the ongoing expenses in the operation of the marina, all of the revenues paid to the City from the lease will be profit going directly into the General Fund. The combined effect of these two factors will strengthen the viability of the City's fiscal budget and will mean savings of several hundred thousand dollars over the next few years.

Downtown Merchants will see an immediate influx of new business from the increase in transient boaters stopping over at the new marina. Studies provided for the Port Authority indicate thousands of dollars in new annual commerce can be expected by local merchants from this source. These new patrons will also be walking to shops and restaurants thereby not putting any new demands on existing parking facilities. With adequate marina facilities, Fernandina, because of its close proximity to open waters, could easily be promoted to a sailing center of national prominence. Sailing regattas and organized fishing tournaments will all bring significant new business opportunities to local merchants.

Fernandina's Unemployed will find an immediate new addition of construction related jobs as the first phase gets under way. The total project at completion will add approximately 100 new permanent jobs to the employment base. New business for merchants will also enhance the security of existing jobs in the Centre Street business district.

Tourists will discover Fernandina's riverfront to be a thriving Victorian seaport reminiscent in architectural style of Fernandina in the early 1900's. The charm of the riverfront will offer an exciting tourist experience similiar to that of Savannah or Charleston.

Transient Boaters will benefit from the continious monitoring of V.H.F. Channel 16 by marina staff. Information of all kinds can be exchanged by boaters and the marina. On site services and supplies including provisions, marina supplies and laundry facilities will be valuable to transient boaters.

The newly constructed floating concrete docks will be inside the breakwater and protected from northwest winds and the wakes from large craft traveling the 1800 feet of the Waterway. These new floating concrete breakwaters will provide for these visiting boaters who will, for the first time, have a safe and comfortable space to tie up for overnight or for several days while they enjoy other amenities of Fernandina Beach.

Local Boaters will no longer be stuck in the mud at low tide and will be able to come and go whenever they choose. By extending marina operating hours, fishermen can count on being able to buy fuel in the early morning hours and can expect greater security for their onboard tackle and equipment. Boaters who trailer their boats will, in the final plan, have a wider, safer ramp, off-street turn around, and onsite parking and local boaters will be provided with a modern 129 permanent slip concrete float dock.

All of the citizens of Fernandina Beach will have a modern marina and existing riverfront they can be proud of. Community residents will have the satisfaction of knowing this important piece of municipal property is being utilized to its fullest potential. The open promenade along the waterfront will offer a clean and scenic park-like atmosphere that can be enjoyed by anyone at anytime. It will be the perfect stroll before or after dinner at any of Fernandina's fine restaurants. The expanded parking and outdoor public areas will dramatically complement Fernandina's annual Shrimp Boat Festival. The long range economic benefits of the most modern marina of its type at the foot of Centre Street is immeasurable to the merchants and businesses of Fernandina Beach.

9. Supporting data which should be considered by the Zoning Board:

Attached:
* Site Plan Dated July 31, 1985
* First Phase Plan Dated July 31, 1985
* Phasing Schedule
* Survey Dated March 4, 1985 revised March 14, 1985
* Survey Dated July 22, 1985 revised August 6, 1985
* Conceptual Drawings of Buildings
* Copies of responses to Planning Advisory Board. Questions and information/statistic sheets.

Presently submitted to City Manager in duplicate and to the Planning Advisory Board:
* Transmittal of April 15, 1985 containing 6 documents (copy of transmitted letter attached).
* Transmittal of April 1, 1985 containing 1 document (copy of transmitted letter attached).

* Massing Model on display in Architect's office is available for inspection and review.

10. This application is submitted by:

Signature of owner: _____
CITY OF FERNANDINA BEACH, BEANO ROBERTS, MAYOR

Signature of Agent: _____
CENTRE STREET WATERFRONT GROUP, BOB ALLISON, PRES.

Address: P.O. Box 1481, Fernandina Beach, Florida 32034

Telephone: (904) 261-3687

Date: August 14, 1985

SUPPORTING DATA

7/18/85
Questions By James Bartlett

CSWG MARINA PROJECT

REQUIREMENTS - FIRST PHASE

(Submit reponses in writing.)

A. Submit a phasing schedule showing major work elements with estimated allocation of time from first starting date to completion. Typical work elements might be:

1. Site preparation - north sector
2. " " - south "
3. Bulkhead construction
4. Pile driving
5. Slip deployment
6. Construction of buildings 2, 3, 5, 6, 7
7. Parking space development - north sector
8. " " " - south "
9. Etc.

Specify which work elements are included in Phase I.

Display the phasing schedule on a bar (Gantt) chart so that the interaction of start and completion estimates of all work elements can be compared for internal consistency. The inclusion of specific dates is unnecessary : time elements (week 1, 2, etc.) will suffice.

B. You do not plan to pave the south sector parking lots in Phase I. Submit the folowing:

1. A plan showing development of north and south parking areas parallel to the completion and expected occupancy of the marina and buildings 2-7.
2. A description of the methods to be used to stabilize and stripe(or otherwise demarcate) parking spaces in the south sector.
3. A plan for parking car-boat trailer combinations in the south sector.

C. Describe which activities you plan in each of the six buildings.

D. Submit a statement describing your intent regarding leasing the submerged lands south of the existing boat ramp, specifying whether: 1.) you have abandoned plans to execute a lease, or 2.) will continue to seek a lease, and, if so, will said lease be with CSWG or with the City as lessee from the State?

david k. coonrod architects & associates, inc.

19 s. 3rd st.
p.o. box 73
fernandina beach, fl 32034
(904)261-6186

July 31, 1985

THE FOLLOWING COMMENTS ARE IN RESPONSE TO THE REQUEST FOR INFORMATION ON THE C.S.W.G. MARINA PROJECT REQUIREMENTS - FIRST PHASE DATED 7/8/85:

A. Phasing Schedule - See attached PHASING SCHEDULE.

Note: 2nd Phase shall be implemented as market conditions dictate (see Developement and Lease agreement between City of Fernandina Beach and CSWG - paragraph 6.02 item F).

B. The South sector (South of the existing boat ramp) will be cleared of all existing structures during the 1st phase and stabelized with a 4" limerock topping sealed with an oil sealer. The spoils site will be a temporary deposit for dredge material during the dredging process. The dredged material will be removed from the parking area prior to completion of 1st phase construction.

C. Building 1 -
downstairs - dockmaster office, lounge, stairs, public toilets, trash and storage.
upstairs - restaurant.

Building 2 - commercial shops both floors

Building 3 -
downstairs - commercial shops and lobby for Inn.
upstairs 2nd floor - Inn rooms
upstairs 3rd floor - Inn rooms

Building 4 -
downstairs - commercial shops
upstairs - Inn rooms.

Building 5 - (seafood, bait & tackle) commercial shops

D. The City of Fernandina Beach has not relinquished its claim of ownership of submerged lands South of the existing boat ramp, but is not going to pursue the legalities at this time. No habitable structures will be built beyond the existing high water line.. A submerged land lease is being negotiated with the State Dept. of Natural Resources for all of the floating dock structures over State owned and/or claimed lands.

david k. coonrod architects & associates, inc.

19 s. 3rd st.
p.o. box 73
fernandina beach, fl 32034
(904)261-6186

July 31, 1985

FERNANDINA BEACH MARINA AND WATERFRONT DEVELOPMENT
Centre Street Waterfront Group

MANAGEMENT AND OPPERATION OF PUBLIC SPACES -

There will be a Retail Merchants Association working with the Fernandina Beach Amelia Island Chamber of Commerce and under the opperational management of the Centre Street Waterfront Group to oversee the planned use of all public space.

70% of all usable space is specificaly designated for Public Use by the lease agreement between the City of Fernandina Beach and CSWG.- refer to the Development and Lease agreement between City and CSWG paragraph 7.01 item E and paragraph 10.01 item C.

david k. coonrod architects & associates, inc.

19 s. 3rd st.
p.o. box 73
fernandina beach, fl 32034
(904)261-6186

CENTRE STREET WATERFRONT GROUP

FERNANDINA BEACH MARINA AND WATERFRONT DEVELOPMENT

Preliminary Master Site Plan
Dated July 31, 1985

PARKING SPACES REQUIRED BY CODE

Marina - 129 slips =	129	parking spaces
Boat ramp - ? - 50 boats @ 2 spaces/boat =	100	
Restaurants - 1 @ 200 seats each = (6,000 sq. ft.)	100	
Retail Shop Space - 27,000 (1 space/ 300 sq. ft. =	90	
Public Space - 3,000 sq. ft. (corridors, toilets, etc.) =	0	
24 Room Inn - 1 space/room (17,00 sq. ft.)=	24	
Employees - ? - 145 employees @ 1 space/ 2 employees =	73	
Shrimpers - ? - 9 boats =	9	
Off-street Loading -	4	
Total Parking Required	529	spaces required by code

david k. coonrod architects & associates, inc.

19 s. 3rd st.
p.o. box 73
fernandina beach, fl 32034
(904)261-6186

CENTRE STREET WATERFRONT GROUP

FERNANDINA BEACH MARINA AND WATERFRONT DEVELOPMENT

Preliminary Master Site Plan
Dated July 31, 1985

PROJECTED PARKING NEEDS:

Day Users:	Week	Weekend
Retail	90 (100%)	90 (100%)
Inn	24 (100%)	24 (100%)
Marina	13 (10%)	13 (10%)
Boat Ramp	40 (20 trailers)	100 (50 trailers)
Restaurants (lunch)	20 (10% drive-to)	25 (25% drive-to)
Shrimpers	9 (100%)	9 (100%)
Employees	35 (75 employees)	35 (75 employees)
	231 spaces	296 spaces

Night Users:		
Retail	45 (50%)	45 (50%)
Inn	24 (100%)	24 (100%)
Marina	7 (5%)	7 (5%)
Boat Ramp	10 (5 trailers)	20 (10 trailers)
Restaurant (dinner)	100 (100%)	100 (100%)
Shrimpers	0 (0%)	0 (0%)
Employees	35 (75 employees)	35 (75 employees)
	152 spaces	231 spaces

RESOLUTION NUMBER ____

A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA, TO AMEND RESOLUTION 788, DATED NOVEMBER 5, 1985, TO SHOW CHANGES TO P.U.D.-0485, IN THE NAME OF CENTER STREET WATER FRONT GROUP; AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach, Florida, did pass Resolution Number 788, on November 5, 1985, approving the application for Conditional Use No: P.U.D 0485 filed by Center Street Water Front Group Inc.; and

WHEREAS, on July 19, 1988, the City Commission did,by motion, approve the relocation of the first building south of the Restaurant to a location at the south end of the Marina property, as shown in exhibit "A" as building 5; and

WHEREAS, the Center Street Water Front Group Inc. and the City Commission have mutually agreed to explore the possibilities of extending the perimeters and the scope of the Centre Street Water-front area before proceeding with the planed development already approved; and

WHEREAS, this exploration will further delay the time schedule for the completion of Phase I, as described in Exhibit "B" of Resolution Number 788; and

WHEREAS, the unexpected use of part of this land as a spoil site for dredge material,taken from the Marina,and the unpredicted and indeterminable time for the retention of this spoil site has triggered a need for temporary changes in the site plan that will allow continued development of public facilities during the time delay to eliminate the spoil site and determine the need, if any, to develope a new master plan.

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

That the change in plans, approved by the City Commission at its regular meeting held on July 19, 1988, be ratified and made a part of this amended Resolution for P.U.P.-0485; and

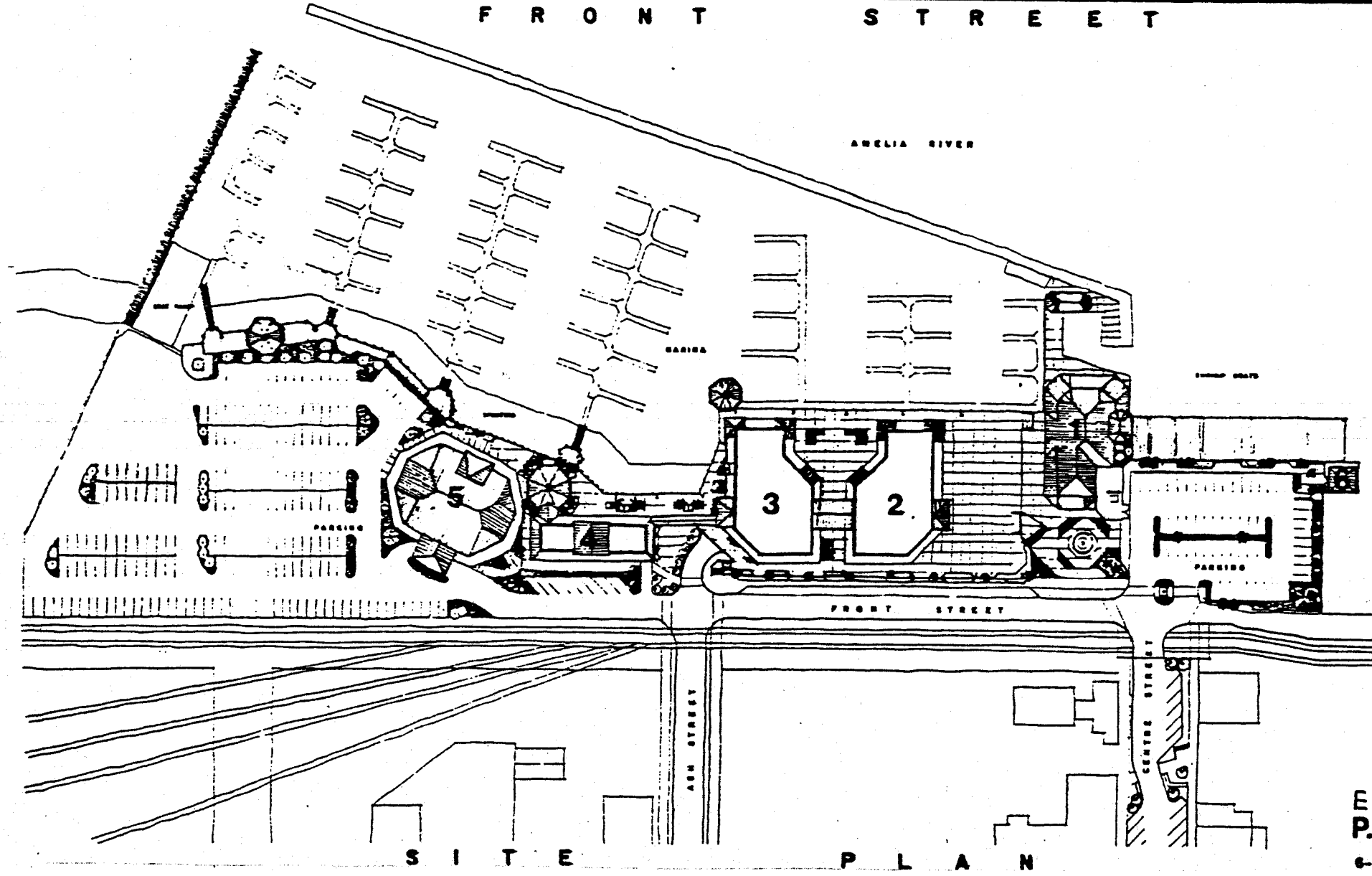
That P.U.D-0485 is hereby amended to permit construction of an interim south parking area,recreational park, an addition of approximately 500 square feet to the Atlantic Seafood Building, and a floating concrete access walkway to "F" and "G" docks in accordance with the drawing attached as Exhibit "B"; and

That "G" dock be reconfigured to allow slip space on both sides of the dock, keeping in mind that adequate space be provided between the slips and the retention wall at the south end to allow for the relocated boat ramp and the necessary water area for boats to maneuver; and

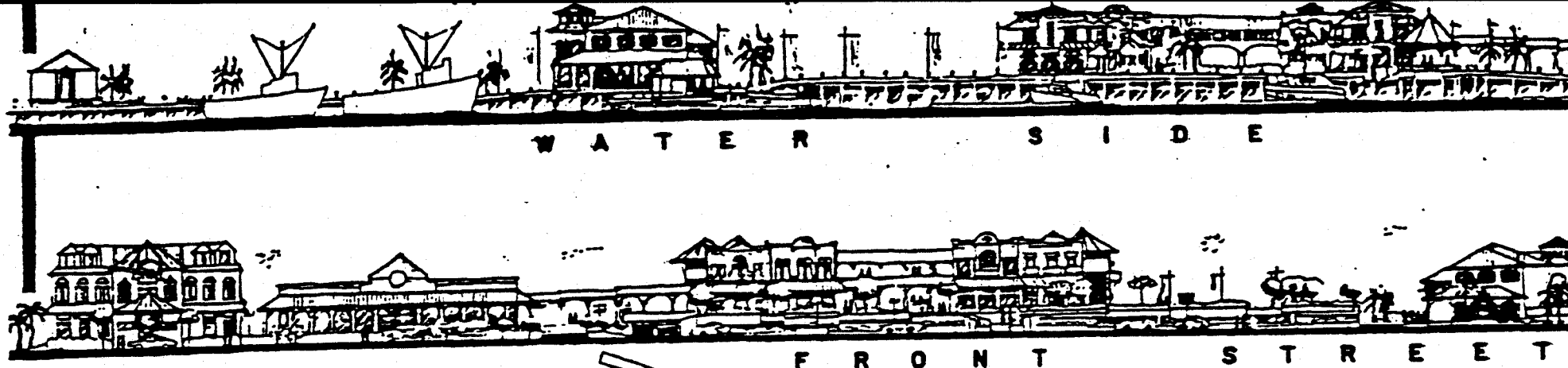
That the boardwalk between "D" and "E" docks be completed as planned; and

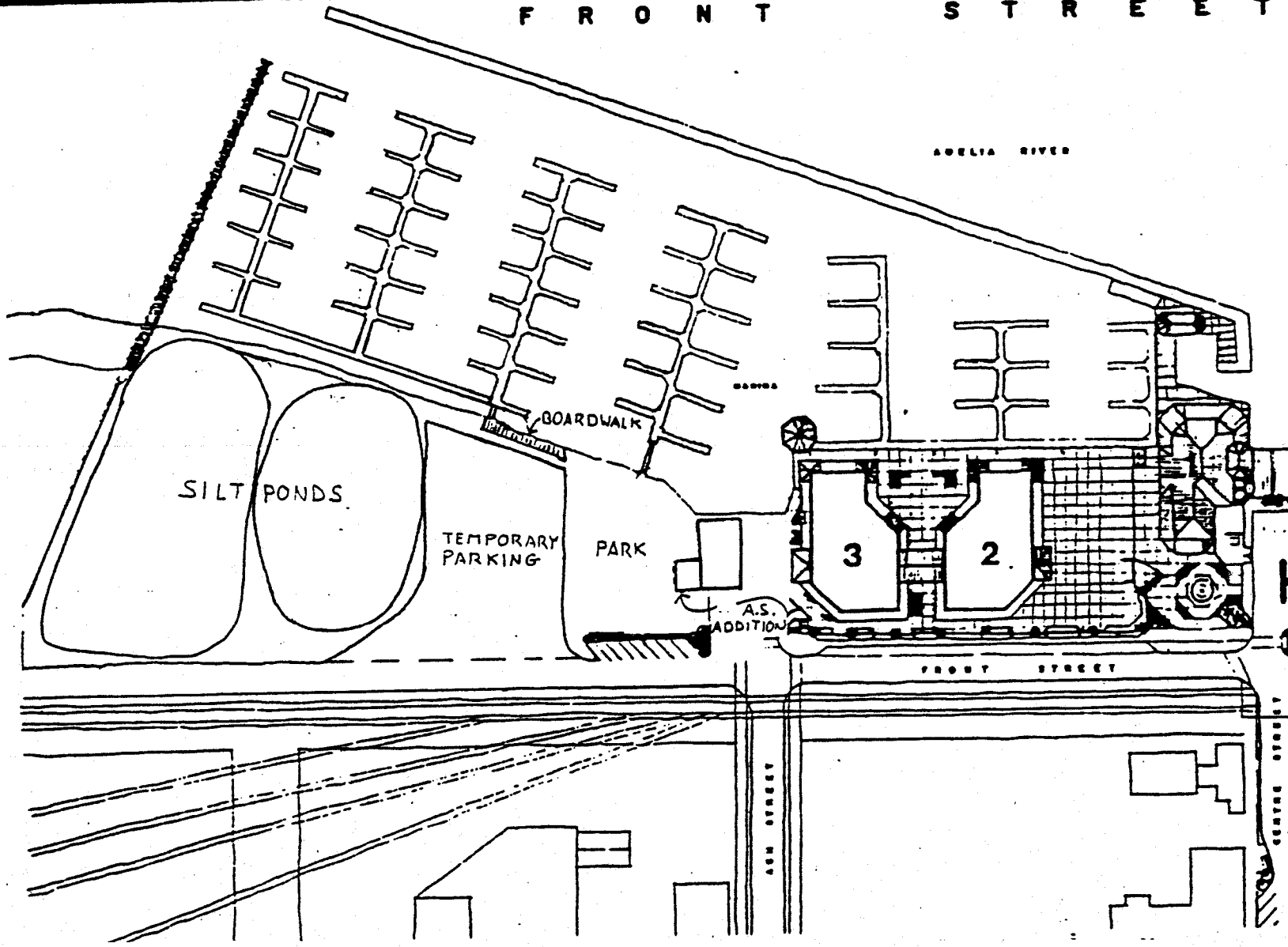
WATER SIDE

FRONT STREET



SITE PLAN

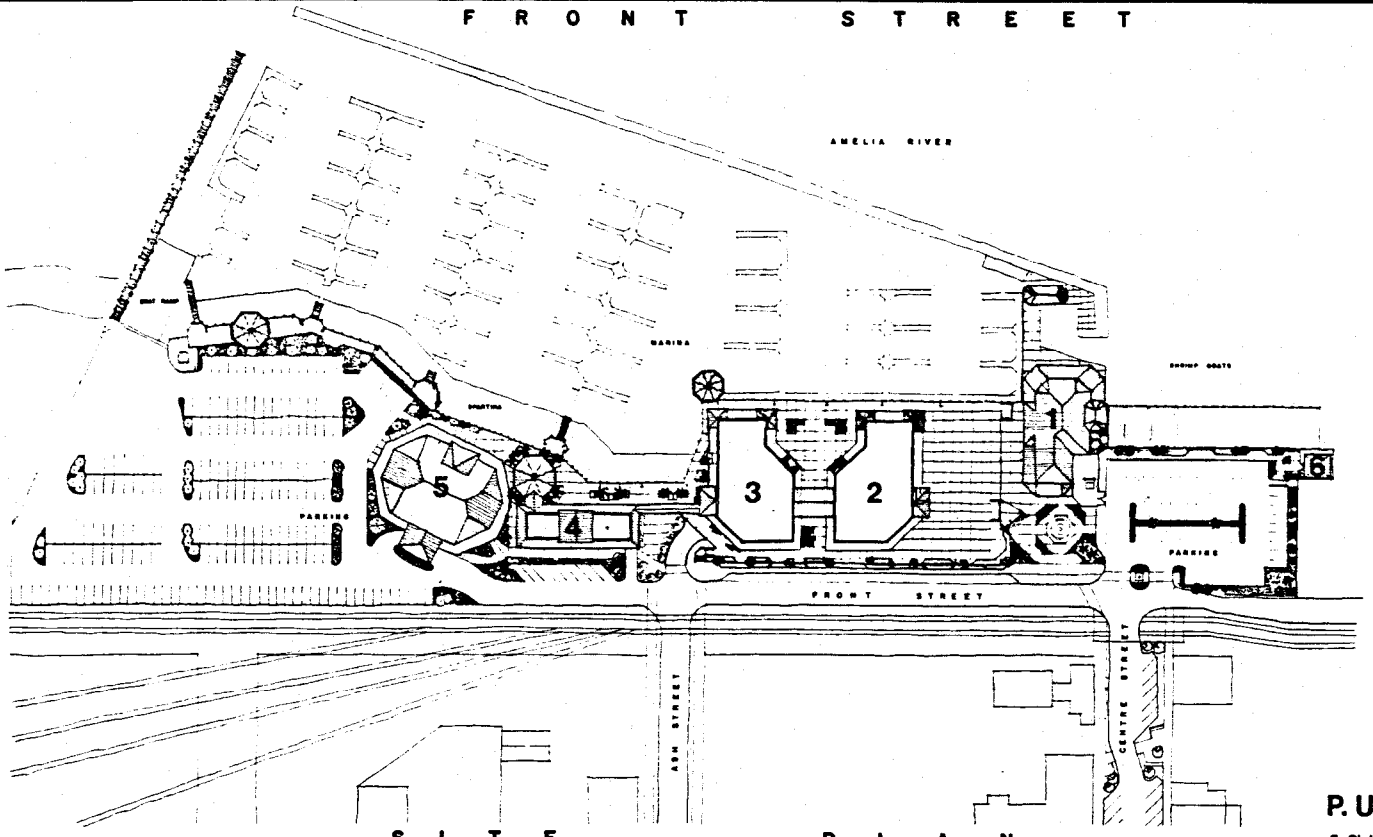

WATER SIDE
FRONT STREET


ADELIA RIVER
BOARDWALK
SILT PONDS
TEMPORARY PARKING
PARK
3
2
A.S. ADDITION
FRONT STREET
ASH STREET

FERNANDINA HARBOUR AND HARBOUR MARKET

WATER SIDE

FRONT STREET



SITE PLAN

P. U. D. REVISION
6-21-1988

CENTRE STREET WATERFRONT GROUP INC.

DAVID K. COONROD. ARCHITECT AND ASSOCIATES, INCORPORATE

City of Fernandina Beach

Florida

32034

OFFICE OF
BUILDING OFFICIAL

MEMORANDUM

TO: PLANNING ADVISORY BOARD MEMBERS

FROM: Henry F Lannon
HENRY F. LANNON, BUILDING OFFICIAL

DATE: OCTOBER 23, 1985

SUBJECT: APPLICATION #PUD0485 TO DEVELOP CITY MARINA
ALL OF WATER LOTS 26, 27, 28, 29, 30, 31, 32, 33 AND A PORTION OF WATER LOTS 1, 25 AND 34
NUMBER 1 FRONT STREET

Under staff recommendations under Item D, please delete Item D as written and have it read as follows:

D - That all parking requirements be maintained as covered under City Ordinance #617

City of Fernandina Beach

Florida

32034

OFFICE OF
BUILDING OFFICIAL

MEMORANDUM

TO: PLANNING ADVISORY BOARD MEMBERS

FROM: Henry J. Lannon
HENRY J. LANNON, BUILDING OFFICIAL

DATE: OCTOBER 21, 1985

SUBJECT: APPLICATION #PUD0485 TO DEVELOP CITY MARINA
ALL OF WATER LOTS 26, 27, 28, 29, 30, 31, 32, 33
AND A PORTION OF WATER LOTS 1, 25 AND 34
NUMBER 1 FRONT STREET

City Staff present: City Manager Ferris B. Jones, Public Works Director Jim Higginbotham, Fire Chief James A. Graves, Police Chief Jerry Cameron and Building Official Henry J. Lannon

Having received Application #PUD0485, undated and hand delivered by David Coonrod, the City Staff met and after considerable discussion their findings are as follows:

Almost every city or town is trying to revitalize their core city, but do not have a riverfront to work with. The staff feels that our riverfront is our greatest asset and must be developed in a proper and expeditious manner. This fact must be kept paramount in the minds of the Planning Advisory Board and the City Commission when reviewing this PUD application.

The Centre Street Waterfront Group has had continuous dialogue with the City Commission and the Planning Advisory Board with ever changing plans and design. What started out as an expansion of our marina facilities in 1983 has evolved into an extension of Centre Street with numerous commercial buildings with little emphasis on the expansion of our marina facilities which was our original purpose.

The staff cannot over emphasize the proper establishment of the first phase of this proposed project. This is critical with the present contractual agreement in place. The City cannot require the implementation of Phase II, this has to be initiated by the Waterfront Group under our present contract.

-continued on page 2-

The Staff recommends the following:

a) That the first phase have not less than 96 operative boat slips.

b) That the boat ramp be moved to the south end of the property. All breakwater floating docks and shore line installation be installed - see attached map.

c) All off street parking must be hard surfaced with concrete or asphalt.

d) All parking requirements must be maintained as covered under City Ordinance #617. Any deviation from this code requires prior approval by the Board of Adjustment.

e) Front Street is to be rebuilt at its present level and designed for two-way traffic.

f) The City Staff expressed considerable concern with the design of the floating breakwater in such an exposed area subject to heavy tidal flow and west winds. Safe marina designs allow for the loading and unloading of passengers under the most severe weather conditions. The staff questioned that this can be accomplished with the present design.

Enclosure of - Phase I Map as recommended by City Staff
Phase I Map as proposed by Centre Street Waterfront Group

City of Fernandina Beach

Florida 32034

OFFICE OF
CITY MANAGER

MEMORANDUM

TO: HENRY J. LANNON, BUILDING OFFICIAL

FROM: F. B. JONES, CITY MANAGER

DATE: OCTOBER 23, 1985

REFERENCE: STAFF COMMENTS ON APPLICATION NO. PUD0485

In your memorandum dated October 21, 1985 on the above subject, it appears that Staff recommendation "d" is inappropriate and inconsistent with the PUD process. In particular, the second sentence of recommendation "d" is inconsistent with and contrary to the PUD approval process.

Please see that the recipients of this memorandum are supplied copies of a revision of recommendation "d" prior to the Planning Advisory Board meeting today at 5:00 p.m. I suggest the following revision as a minimum:

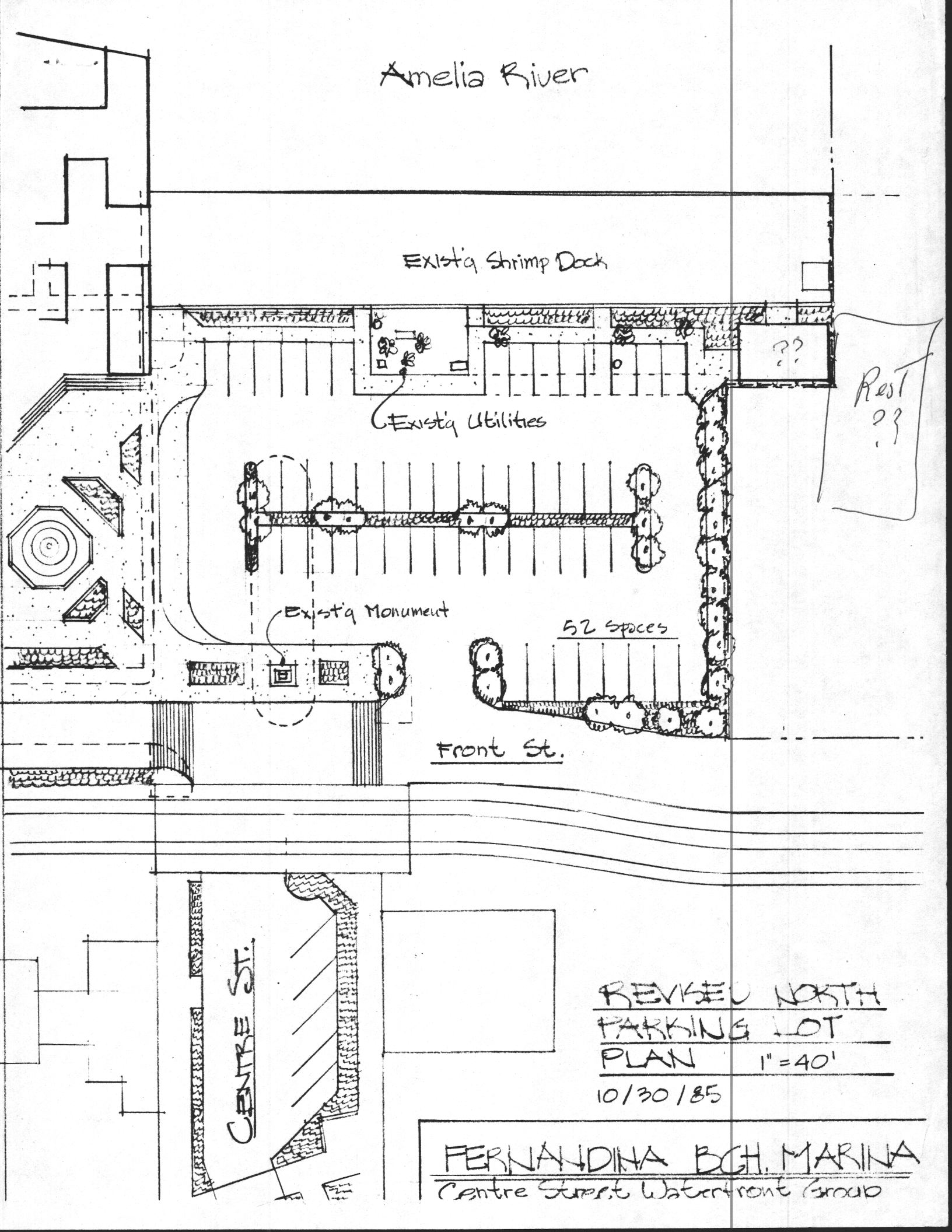
Revision

"d) All parking be maintained as shown on the attached plan."

(Delete second sentence.)

Please see me if there are questions.

FBJ/vw



REVISED NORTH PARKING LOT PLAN 1" = 40'

10/30/85

FERNANDINA BCH. MARINA

Centre Street Waterfront Group

City of Fernandina Beach

Florida

32034

November 2, 1985

To: Members of the Planning Advisory Board
From: J. A. Bartelt
Subject: CU 0485 Marina/Waterfront Project

At the Wednesday, October 30, workshop between CSWG and the City Commission certain target completion dates were restored to those originally presented to the P.A.B. as outlined in my letter to Ferris Jones dated October 24.

In Exhibit A attached to my letter of October 29 the April 1987 date for "Parking/Site Improvement" was changed to January 1987, and "Marina Bldg./Restaurant, Inn" to June 1987.

In Exhibit B the September '87 dates were restored to June '87

Please note the changes on these Exhibits.

J. A, Bartelt, Chair
Planning Advisory Board

City of Fernandina Beach

Florida

32034

OFFICE OF
BUILDING OFFICIAL

September 30, 1985

Enclosed please find notice of public hearing on the conditional use application for a Planned Unit Development to develop the City Marina in a IW (Industrial Waterfront) zoning classification. The property is described as All of water lots 26, 27, 28, 29, 30, 31, 32, 33 and a portion of water lots 1, 25, and 34, and located at Number 1 Front Street.

If you have any questions concerning this matter, please call (904) 261-4588 for information on Conditional Use Application No. PUD0485.

Sincerely,

CITY OF FERNANDINA BEACH

Henry J. Lannon
Building Official

HJL/jj

Enclosure

City of Fernandina Beach

Florida

32034

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Advisory Board of the City of Fernandina Beach, Florida, will hold a public hearing at 5:00 P.M. on October 23, 1985 in the City Commission meeting chambers, 101 South Second Street, Fernandina Beach, Florida on Conditional Use Application No. PUD0485 for Planned Unit Development - to develop the City Marina in a IW Industrial Waterfront zoning classification. The proposed site is described as Water Lots 26, 27, 28, 29, 30, 31, 32, 33 and a portion of water lots 1, 25, and 34 and located at Number 1 Front Street Fernandina Beach, Florida.

ALSO BE IT KNOWN that the City Commission of said City will hold a public hearing on said application on November 5, 1985, 7:30 P.M. in the City Commission meeting chambers, 101 South Second Street, Fernandina Beach, Florida. Interested parties may appear at said hearing and be heard as to the advisibility of any action which may be considered. IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARINGS, HE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE 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 TO BE BASED.

By: Vicki P. Wingate
Its: City Clerk

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:

Mr. William Smith
19355 Turnberry Way
#18 CT Tower
N. Miami Beach, Fla. 33162

4. Article Number
P 271 071 494

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X Robin Tisa

6. Signature — Agent
X

7. Date of Delivery
5-26-87

8. Addressee's Address *(ONLY if requested and fee paid)*

S Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

P 702 925 991

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1983-403-517

Sent to William Smith	
Street and No. 19355 Turnberryway #18 C T	
P.O., State and ZIP Code Tower, N. Miami Bch,Fla. 33162	
Postage	$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	
Postmark or Date	

n 3800, Feb. 1982

FERNANDINA BEACH, FL SEP 30 1985 USPS

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. KK Show to whom, date and address of delivery.

2. ☐ Restricted Delivery.

3. Article Addressed to:

Joel Embry Company
4 North 2nd Street
Fernandina Beach, Fla. 32034

4. Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail

Article Number
P 030 719 508

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X Rowena S. Moore

6. Signature — Agent
X

7. Date of Delivery
10-1-85

8. Addressee's Address *(ONLY if requested and fee paid)*

DOMESTIC RETURN RECEIPT

P 030 719 508

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1984-446-014

Sent to Joel Embry Company	
Street and No. 4 North 2nd Street	
P.O., State and ZIP Code Fernandina Bch.,Fla. 32034	
Postage	$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$
Postmark or Date	

PS Form 3800, Feb. 1982

FERNANDINA BEACH, FL SEP 30 1985 USPS

P 030 719 565

BUILDING DEPT.

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, Feb. 1982 ★ U.S.G.P.O. 1984-446-014

Sent to	Robert S. Allison - CSWFG
Street and No.	P. O. Box 1481
P.O., State and ZIP Code	Fernandina Beach, Fla.32034
Postage	$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$
Postmark or Date	

P 702 925 992

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, Feb. 1982 ★ U.S.G.P.O. 1983-403-517

Sent to	Steve Simmons
Street and No.	2105 South Fletcher Ave.
P.O., State and ZIP Code	Fernandina Bch., Fla.32034
Postage	$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$
Postmark or Date	SEP 30 1985

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:

Robert S. Allison - CSWFG
P. O. Box 1481
Fernandina Beach, Fla. 32034

4. Type of Service:

☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number: P 030 719 565

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X Coleman Langford

6. Signature – Agent
X

7. Date of Delivery
FEB 3 1986

8. Addressee's Address *(ONLY if requested and fee paid)*

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:

CSX Transportation
Seaboard Coastline Prpty
500 W. Water St.
Jacksonville, FL 32202

4. Article Number: P 271 071 496

Type of Service:

☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X

6. Signature – Agent
X

7. Date of Delivery
MAY 20 1987

8. Addressee's Address *(ONLY if requested and fee paid)*

DOMESTIC RETURN RECEIPT

PS Form

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from
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For additional fees the following services are
Consult postmaster for fees and check box(es)
(s) requested.

ow to whom, date and address of delivery.

stricted Delivery.

Addressed to:
eve Simmons
05 South Fletcher Avenue
rnandina Beach, Fla. 30234

of Service:
tered ☐ Insured
fied ☐ COD
ess Mail

Article Number: P 702 925 992

obtain signature of addressee or agent and
ELIVERED.

ture – Addressee

ature – Agent
X Cheryl J Holt

7. Date of Delivery
10-2-85 CG

8. Addressee's Address *(ONLY if requested and fee paid)*

STIC RETURN RECE

P 030 719 565

BUILDING DEPT.

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

3 Form 3800, Feb. 1982 ★ U.S.G.P.O. 1984-446-014

Sent to	Robert S. Allison - CSWFG
Street and No.	P. O. Box 1481
P.O., State and ZIP Code	Fernandina Beach, Fla. 32034
Postage	$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$
Postmark or Date	

FERNA

SENDER: Complete items 1, 2, 3 and 4.

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1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:

Robert S. Allison - CSWFG
P. O. Box 1481
Fernandina Beach, Fla. 32034

4. Type of Service:

☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number: P 030 719 565

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X Coleman Langshaw

6. Signature – Agent
X

7. Date of Delivery

8. Addressee's Address *(ONLY if requested and fee paid)*

FERNANDINA BEACH, FL FEB 23 1987 USPS

PS Form 3811, July 1983 447-845 DOMESTIC RETURN RECEIPT

P 702 925 992

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, Feb. 1982 ★ U.S.G.P.O. 1983-403-517

Sent to	Steve Simmons
Street and No.	2105 South Fletcher Ave.
P.O., State and ZIP Code	Fernandina Bch., Fla. 32034
Postage	$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$
Postmark or Date	

FERNANDINA BEACH, FL SEP 30 1985 USPS

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☒ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:

Steve Simmons
2105 South Fletcher Avenue
Fernandina Beach, Fla. 30234

4. Type of Service:

☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail

Article Number: P 702 925 992

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X

6. Signature – Agent
X Cheryl S Holt

7. Date of Delivery
10-2-85 eG

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, July 1983 447-845 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete i

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will p
card from being returned to you. The return receipt fee will provide you the name of the p
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1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Deli

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CSX Transportation
Seaboard Coastline Prpty
500 W. Water St.
Jacksonville, FL 32202

4. Article Number: P 271 071 496

Type of Service:

☐ Registered ☐
☒ Certified
☐ Express Mail

Always obtain signature of ad
agent and DATE DELIVERE

5. Signature – Addressee
X

6. Signature – Agent
X

7. Date of Delivery MAY 20 1987

8. Addressee's Address *(ONL*
requested and fee paid)

PS Form 3811, Feb. 1986 DOMESTIC RETUR

News-Leader

Published Weekly

FERNANDINA BEACH, NASSAU COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF NASSAU:

Before the undersigned authority personally appeared

Bett Yates Adams

who on oath says that he is Business Manager of The Fernandina Beach News-Leader a weekly newspaper published at Fernandina Beach in Nassau County Florida: that the attached copy of advertisement, being a Legal Notice

in the matter of Public Hearing
PUD0485

in the Nassau Court, was published in said newspaper in the issues of 10-2-9-85

Affiant further says that the said Fernandina Beach News-Leader is a newspaper published at Fernandina Beach in said Nassau County, Florida and that the said newspaper has heretofore been continuously published in said Nassau County, Florida, each week and has been entered as second class mail matter at the post office in Fernandina Beach in said County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me
this 10th day of October, Bett Yates Adams
A. D. 19 85.

(SEAL) Notary Public

NOTICE OF
PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Advisory Board of the City of Fernandina Beach, Florida, will hold a public hearing at 5:00 p.m. on October 23, 1985 in the City Commission meeting chambers, 101 South Second Street, Fernandina Beach, Florida on Conditional Use Application No. PUD0485 for Planned Unit Development - to develop the City Marina in a IW Industrial Waterfront zoning classification. The proposed site is described as Water Lots 26, 27, 28, 29, 30, 31, 32, 33 and a portion of water lots 1, 25, and 34 and located at Number 1 Front Street Fernandina Beach, Florida. ALSO BE IT KNOWN that the City Commission of said city will hold public hearing on said application on November 5, 1985, 7:30 p.m. in the City Commission meeting chambers, 101 South Second Street, Fernandina Beach, Florida. Interested parties may appear at said hearing and be heard as to the advisbility of any action which may be considered. IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARINGS, HE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE 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 TO BE BASED.
By: Vicki P. Wingate
Its: City Clerk
2t 10-2-9-85

Spatial Needs Study - Adopt in part

Economic Development and Diversification Study - Adopt in part

Solid Waste Master Plan (Phase I) - Adopt in part."

A motion was made by Commissioner Bean, seconded by Commissioner Dees, to adopt the Kings Bay Impact Coordinating Committee Final Reports as recommended by City Staff. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

Vice Mayor Albert advised that the Kings Bay Impact Coordinating Committee had just completed the Recreation Master Plan study which should be forwarded to the City soon.

****

The eleventh item on the agenda was public hearing on Conditional Use (Planned Unit Development) Application No. PUD0485 submitted by the Centre Street Waterfront Group (CSWG) for the development of the City Marina and consideration of Resolution No. 788 concerning same.

A motion was made by Vice Mayor Albert, seconded by Commissioner Dees, to open the public hearing. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

City Attorney Poole stated that the Commission had had several workshop meetings with the CSWG and Planning Advisory Board (PAB) concerning the project. He then discussed the changes to Resolution No. 788 as agreed upon by the Commission at its workshop meeting of November 4, 1985. He stated that the Resolution only approved the plan with the conditions as set forth in Exhibits A and B to said Resolution. After an inquiry from Commissioner Lee, City Attorney Poole stated that surety and performance bonds were adequately addressed in the lease agreement with the CSWG.

There being no comment from the floor, a motion was made by Commissioner Bean, seconded by Commissioner Dees, to close the public hearing. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

City Attorney Poole stated that there was still one point which might not have been adequately addressed and that was the property not owned by the City, but included in the CSWG plans, and known as the "Suzanne Hardee" property. He stated that there was a question concerning what would happen to the parking lot and boat ramp located on the "Suzanne Hardee" property after the lease expired. He stated that the only answer he was able to get was that when the lease expired the property would still be subject to the PUD and the City would have zoning control. He stated that the City would also have condemnation authority to

would have the right to condemn the property for public use.

After still more discussion, a motion was made by Commissioner Bean, seconded by Commissioner Dees, to adopt Resolution No. 788. City Attorney Poole stated that he was satisfied with the Resolution and conditions, which had been recommended by the Planning Advisory Board. He reiterated that the PUD would extend beyond 40 years and the property would be subject to only those uses approved in the PUD. He stated that the City would pay fair market value if the "Suzanne Hardee" property was sold to the City or if the property was condemned, or that the owners of the "Suzanne Hardee" property might lease the property to the City. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

****

The twelfth item on the agenda was to consider awarding bids on Tables and Chairs for the Recreation Department. City Manager Jones requested that the item be tabled until the next regular meeting. It was the consensus of the Commission to table the item.

****

The thirteenth item on the agenda was to consider awarding a bid on a Nine Station Weight Training System for the Recreation Department. The following sealed bids were received and opened by the City Manager on October 31, 1985 at 2:30 p.m.:

Universal Gym (Annapolis, Maryland)	$7,116.00
Universal Gym (Orlando, Florida)	$8,362.20

City Manager Jones stated that the item was set up in the budget to charge a $10.00 monthly fee to use the weight equipment which would pay for itself in two years. He stated that City Staff recommended that the low bid of Universal Gym (Annapolis, Maryland) at $7,116.00 be accepted as the lowest and best bid.

After some discussion, a motion was made by Commissioner Dees, seconded by Vice Mayor Albert, to accept the City Manager's recommendation to accept the low bid of Universal Gym of Annapolis, Maryland at $7,116. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

****

The fourteenth item on the agenda was to consider proposed Guidelines for the Sewer and Refuse Exemption List which read as follows:

"Over many years of experience the City of Fernandina Beach has found a need for granting relief to certain residents for the cost of sewer and refuse services. Each year the City Commission

City of Fernandina Beach

Post Office Box 668
204 Ash Street
Fernandina Beach, FL 32034
904/277-7305

OFFICE OF
CITY MANAGER

January 24, 1992

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. John Abendroth
Environmental Specialist
Florida Department of Environmental Regulation
2600 Blair Stone Building
Tallahassee, Florida 32399-2400

RE: FILE #452057689
FERNANDINA HARBOR JOINT VENTURE

Dear Mr. Abendroth:

Please be advised that the City Commission meeting in regular public session on Tuesday, January 21, 1991 discussed the subject standard form application as a scheduled agenda item. Following the discussion, a motion was unanimously passed, opposing the proposed marina expansion. There are vacancies in the existing marina, a lack of maintenance dredging of the existing slips and a need for sewage pumpout facilities.

The City of Fernandina Beach, by resolution 788 dated November 5, 1985, attached, approved a Planned Unit Development for the marina area. The original Master Site Plan, dated November 4, 1985, attached, was referenced in Exhibit "A" to Resolution No. 788. The subject area was designated "Commercial Boat Area."

Later on May 6, 1986 the City Commission approved the attached final drawings of the marina. The subject area was designated "Shrimp Boats."

Any changes to PUD are to be submitted to the City Commission for final action. Such applications has not been to the City.

In view of the above, the City is at the present time in opposition to the standard form application filed with the Florida Department of Environmental Regulation.

Equal Opportunity Employer Affirmative Action Employer Equal Housing Opportunity

The local government does desire to participate as a party to the procedure and does request a hearing pursuant to Section 120.57 Florida Statutes.

Thank you for this opportunity to participate as a party to the procedure.

Sincerely,

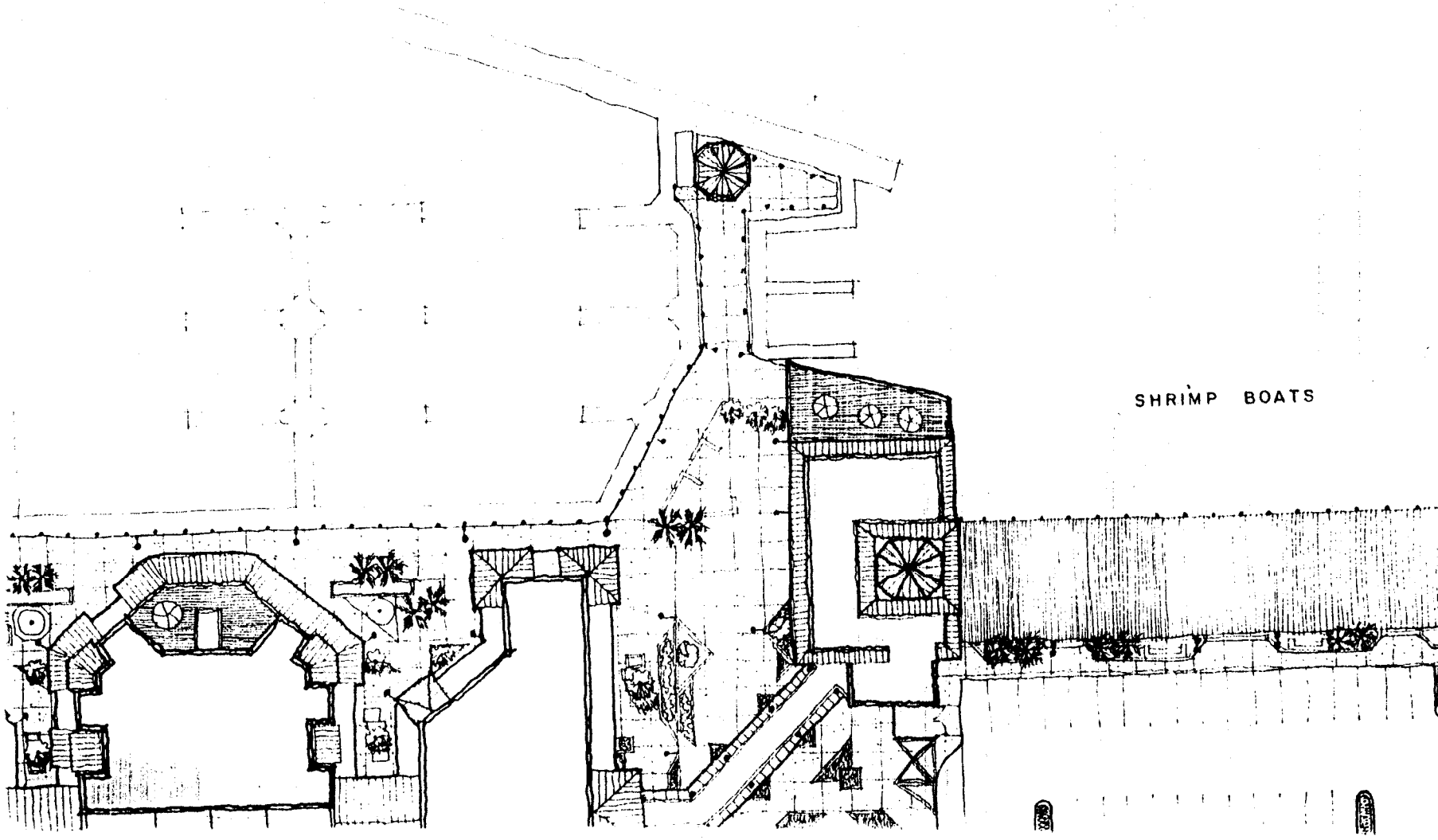
CITY OF FERNANDINA BEACH

Larry D. Myers
City Manager

LDM/mm
Attachment

cc: Mayor-City Commission-City Attorney
Environmental Advisory Board
Marina Study Committee
Fernandina Harbor Joint Venture

AMELIA RIVER



Approved 11/5/
(Resolution #7

City Commission
Approved 11-5-85
Resolution #788

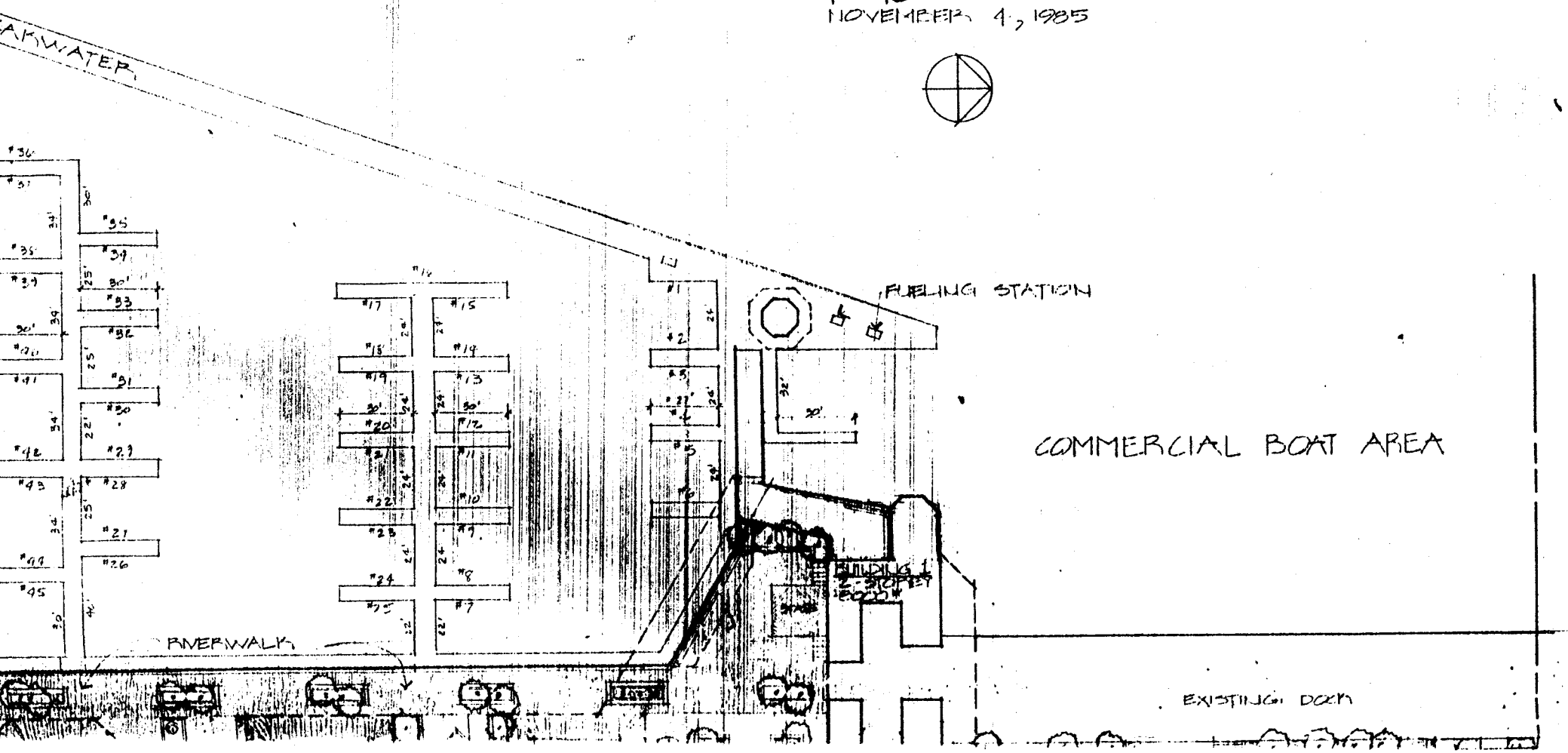
FERNANDINA BEACH MARINA

LIA RIVER

MASTER SITE PLAN

1" = 40'

NOVEMBER 4, 1985



10/29/85

TARGET COMPLETION DATES - PARKING SPACES

P.U.D. CU 0485, MARINA/WATERFRONT PROJECT

City of Fernandina Beach, Florida

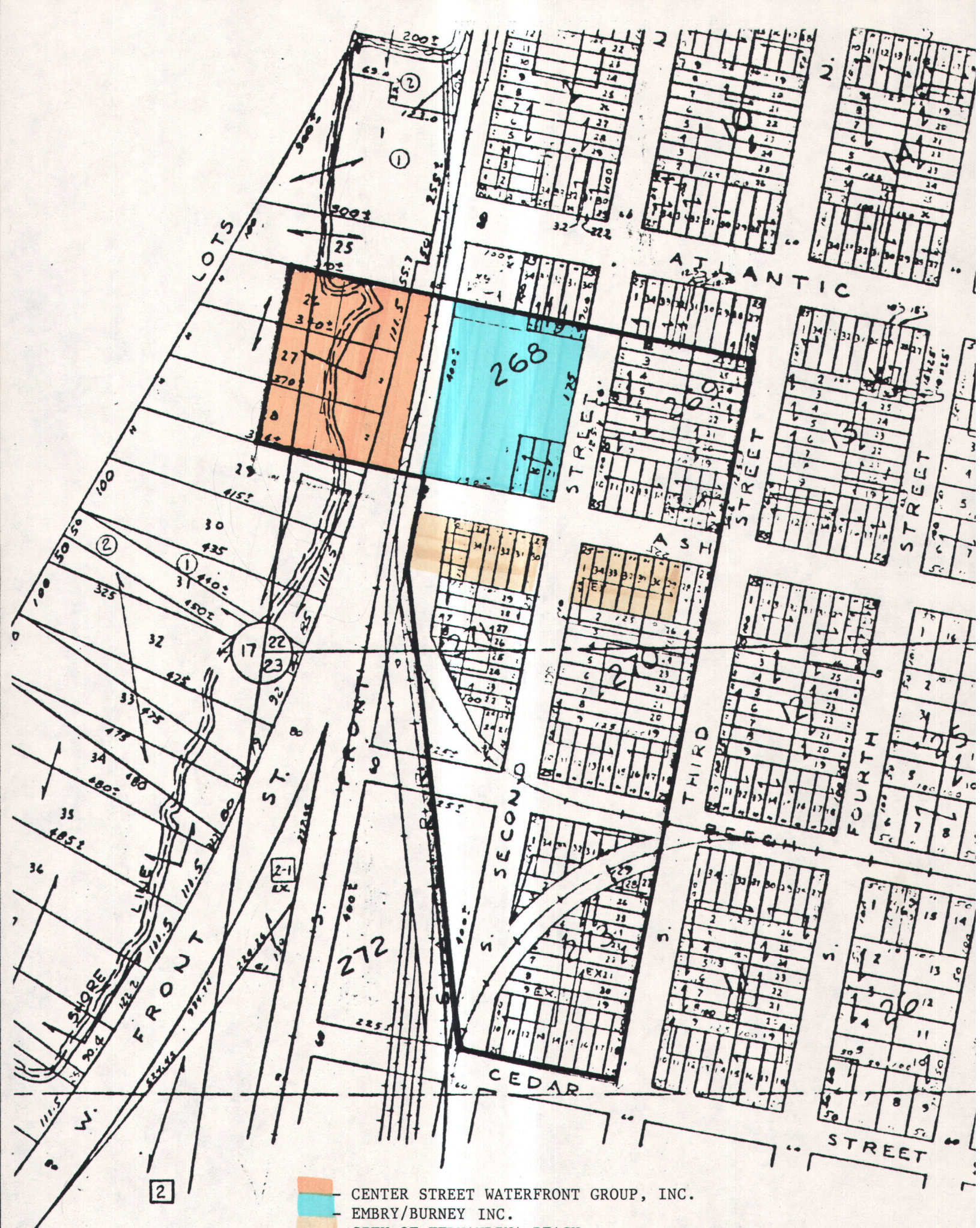
EXHIBIT B

AREA	PROJECT ELEMENT	TARGET COMPLETION DATE	PARKING SPACES REQUIRED PER CODE A) CUSTOMERS	EMPLOYEES B)	TOTAL	PROPOSED BY CSWG	CUMULATIVE MINIMUM TOTAL
	PHASE I						
	Existing north sector spaces						55
	Shrimpers		9		9		
	Off-street loading		4		4		55
	* Breakwater & new fuel service	Aug '86				-0-	
	* Riverwalk	Sept '86				-0-	
	* 96 Boat slips	Jan '87	96	-0-	96	51	106
	* Boat launching ramp	" "	100	-0-	100	53	159
4,400	* Retail seafood store	Mar '87	13	4	17	9	168
8,000	* Marina building & restaurant	Sept '87	100	31	131	69	237
17,000	* Inn	Sept "87	24	8	32	17	254
	Public park	Sept '87	-0-	-0-	-0-	-0-	254
			346	43	389	199	
	PHASE II						
	* 33 Boat slips	Jan '90	33		33	17	271
23,600	* Retail shop space	" "	77	30	107	57	328
53,000	TOTALS		456	73	529	273	

* Major project elements

Note A) See parking space exhibits in Application P. U. D. 0485

Note B) Allocated by Planning Advisory Board



- CENTER STREET WATERFRONT GROUP, INC.
- EMBRY/BURNEY INC.
- CITY OF FERNANDINA BEACH

126NN

The City Commission of the City of Fernandina Beach, Florida, met in regular session in the City Commission meeting chambers, its regular meeting place in said City, at 7:30 p.m., Tuesday, July 19, 1988. Present were Mayor Ronnie Sapp, presiding; Vice Mayor Milt Shirley; Commissioners Charles L. Albert, Jr., Dale Dees and Don "Beano" Roberts. Also present were City Manager Ferris B. Jones, City Attorney Wesley R. Poole, City Clerk Vicki P. Wingate, Administrative Assistant Bob Cole and Public Works Director Jim Higginbotham.

Mayor Sapp called the meeting to order and led the Pledge of Allegiance to the Flag. Commissioner Roberts then gave the Invocation.

The Minutes of the Workshop Meeting of June 14, 1988, Special Meeting of June 16, 1988, Workshop Meetings of June 18, 1988, and June 21, 1988, and the Regular Meeting of June 21, 1988, were then presented for approval. A motion was made by Vice Mayor Shirley, seconded by Commissioner Dees, to approve the Minutes as presented. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

****

The first item on the agenda was to consider approval of Center Street Waterfront Group (CSWG) Planned Unit Development (PUD) revision, dated June 21, 1988, and Landside First Phase proposal. City Manager Jones stated that Ms. Anne Coonrod, representing the CSWG, would be giving an update on the marina project.

Ms. Coonrod stated that at present Ms. Pat Barrett of Langton Associates had the contract with The Haskell Company and is in the process of reviewing same to make sure the requirements of the CDBG Economic Development grant are met. She stated that she expected to get said contract back the next day and then the pre-construction conference held and permits pulled the following day.

In answer to Mayor Sapp's question, Ms. Coonrod stated that she did not feel there would be any problem with meeting the CDBG Grant deadline of December 31, 1988, as The Haskell Company had guaranteed construction within 20 weeks.

Ms. Coonrod stated that they had been, as they had indicated the last time they had met with the Commission, before the Planning Advisory Board (PAB) to change the PUD to move the first building in the project (next to the restaurant) down to the south end. She stated that the PAB had recommended the change. She stated that the City Manager had requested that they provide more detail on what would transpire immediately in the first phase, and they could not guarantee dates due to the scope of the project, i.e., dredging, spoils site, etc. She stated that moving theboat ramp to the south end was still planned, however, they had to find an alternative method as far as the dredging site goes. She stated that they would be trying to expediate the plans because it simply meant that they could not develop the rest of the land until there was parking because all of their development was tied to parking. She further stated that the Commission had been presented a copy of the proposed revised plans for Phase I, which included the restaurant, the inn, Atlantic Seafood and the landscaping and walkways around those buildings. She stated that they would be simultaneously upgrading the walkway area between the parcels, and adding benches and

Ex D

payments over the two-year period immediately preceding the commencement of the foreclosure proceedings. Upon completion of the foreclosure and acquisition of title by Lender (or the assignment thereof to a third party), Lender shall provide an accounting to CITY and shall pay any additional rent payments, if any, which would have been due under Section 3.01 during the suspension period. For a period of two years after acquisition of title by Lender, the CITY's sole remedy against the Lender for a Lender's default under the Lease as successor of LESSEE shall be to terminate the Lease and retake possession. If Lender should fail to further assign the acquired leasehold interest within two years from the date of such acquisition, then the CITY shall have all remedies available to it under Article XVIII under the Lease Agreement for any obligations arising after the expiration of that two-year period.

6.02(f)(2): Construction. Section 6.02(f)(2) shall be and is hereby amended to read in its entirety as follows:

> LESSEE shall commence and complete construction of the first phase of the Marina portion of the property ("First Phase Marina"), consisting of a minimum of the relative portion of the floating break water and no less than 96 (ninety six) slips on or before April 1, 1987, and LESSEE shall have filed all necessary documents required for the issuance of a building permit for the First Phase Marina construction within sixty days after the CITY's approval of the architectural and engineering plan per Section 6.02(B)(1). LESSEE's obligation to complete First Phase Marina construction may be extended in the event of delay in the issuance of a building permit for each day beyond 30 (thirty) days from the submission of the completed application by LESSEE for the same, such delay being attributed to the CITY's review process and not due to the fault of LESSEE. LESSEE shall thereafter proceed with due diligence to complete construction of the remaining marina improvements and shall be permitted to proceed at its own rate for the other commercial improvements based on market demand.

making the area user friendly. She went on to say that they were in the process of meeting with other property owners to discuss a greater master plan for the area (between the restaurant and Atlantic Seafood).

After an inquiry from Commissioner Roberts, Ms. Coonrod advised that it would probably take about six months before they could move the spoil from the retention area (as shown on the plan).

Ms. Coonrod stated that they were negotiating with David Caples on the inn site, and he had indicated that he would need a 75 year lease. She stated that she did not anticipate putting any other buildings between the restaurant and the inn at that time.

Mayor Sapp inquired as to why a public walkway could not be constructed. Ms. Coonrod stated that when Building Nos. 2 and 3 were built that would be constructed. She further stated that the sidewalk shown would be beautified and landscaped, with picnic tables, etc. She went on to say that the public walkways in front of the restaurant and inn would be done simultaneously with the construction of those buildings. She stated that the other two buildings that were proposed go out over the water and the walkway would go over the water as well, and if those buildings were not constructed that portion of the public walkway would not be built. She advised that at the present time there was a public walkway.

After more discussion concerning the walkway, Commissioner Roberts stated that he had no problem with the walkway and buildings not being constructed if something was done to make the area more of a "people" area and more attractive. She stated that they planned to put parking under the inn.

After still more discussion, a motion was made by Commissioner Roberts, seconded by Vice Mayor Shirley, to approve the relocation of the inn (to the southern end of the property as shown in the proposed PUD revision plan dated June 21, 1988). He stated that the extended lease was in no way a part of the motion. There was then discussion regarding the possibility of holding a workshop meeting to discuss the request for extension of the lease. City Manager Jones asked for clarification as to whether or not the whole plan was being accepted or just the relocation of the inn. Commissioner Roberts agreed that his motion was for the whole plan, but in particular the relocation of the inn. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

It was the consensus of the Commission to hold a workshop meeting on Wednesday, July 27, 1988 at 6:30 p.m. to discuss the request for extension of the lease.

****

The second item on the agenda was to consider the designation of commercial property in the Amelia Landings Planned Unit Development (PUD) as requested by Charles Courson. City Manager Jones stated that when the Amelia Landings PUD was approved there was an area designated as commercial space, but not defined, and in order to be consistent with the Code of Ordinances it needed to be specifically designated. He stated that Mr. Courson had requested that the property be designated C-1 and the Planning Advisory Board and City Staff concurred with the request.

file marina CSWG/PUD

RESOLUTION NUMBER 956

A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA, TO AMEND RESOLUTION 788, DATED NOVEMBER 5, 1985, TO SHOW CHANGES TO P.U.D. 0485, IN THE NAME OF CENTRE STREET WATERFRONT GROUP; AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach, Florida, did pass Resolution Number 788, on November 5, 1985, approving the application for Conditional Use No: P.U.D. 0485 filed by Centre Street Waterfront Group, Inc.; and

WHEREAS, on July 19, 1988, the City Commission did, by motion, approve the relocation of the first building south of the Restaurant to a location at the south end of the Marina property, as shown in exhibit "A" as building 5; and

WHEREAS, the Centre Street Waterfront Group, Inc. and the City Commission have mutually agreed to explore the possibilities of extending the perimeters and the scope of the Centre Street Waterfront area before proceeding with the planned development already approved; and

WHEREAS, this exploration will further delay the time schedule for the completion of Phase I, as described in Exhibit "B" of Resolution Number 788; and

WHEREAS, the unexpected use of part of this land as a spoil site for dredge material, taken from the Marina, and the unpredicted and indeterminable time for the retention of this spoil site has triggered a need for temporary changes in the site plan that will allow continued development of public facilities during the time delay to eliminate the spoil site and determine the need, if any, to develop a new master plan.

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

That the changes in plans, approved by the City Commission at its regular meeting held on July 19, 1988, be ratified and made a part of this amended Resolution for P.U.D.-0485; and

That P.U.D.-0485 is hereby amended to permit construction of an interim south parking area, recreational park, an addition of approximately 500 square feet to the Atlantic Seafood Building, and a floating concrete access walkway to "F" and "G" docks in accordance with the drawing attached as Exhibit "B"; and

That "G" dock be reconfigured to allow slip space on both sides of the dock, keeping in mind that adequate space be provided between the slips and the retention wall at the south end to allow for the relocated boat ramp and the necessary water area for boats to maneuver; and

That the boardwalk between "D" and "E" docks be completed as planned; and

That the Restrooms and Laundry facilities be completed in the Marina Building as planned in Phase I; and

That the time to complete the new retail seafood building, the inn, the remainder of 254 parking spaces and site improvements included in Phase I shall be delayed until the City Commission has resolved the question of adopting a new master plan or staying with the approved master plan, as amended, at which time the City Commission will adopt a new resolution establishing the time period for the completion of all work approved by the Commission; and

Ex E

That this resolution shall become effective immediately upon its passage.

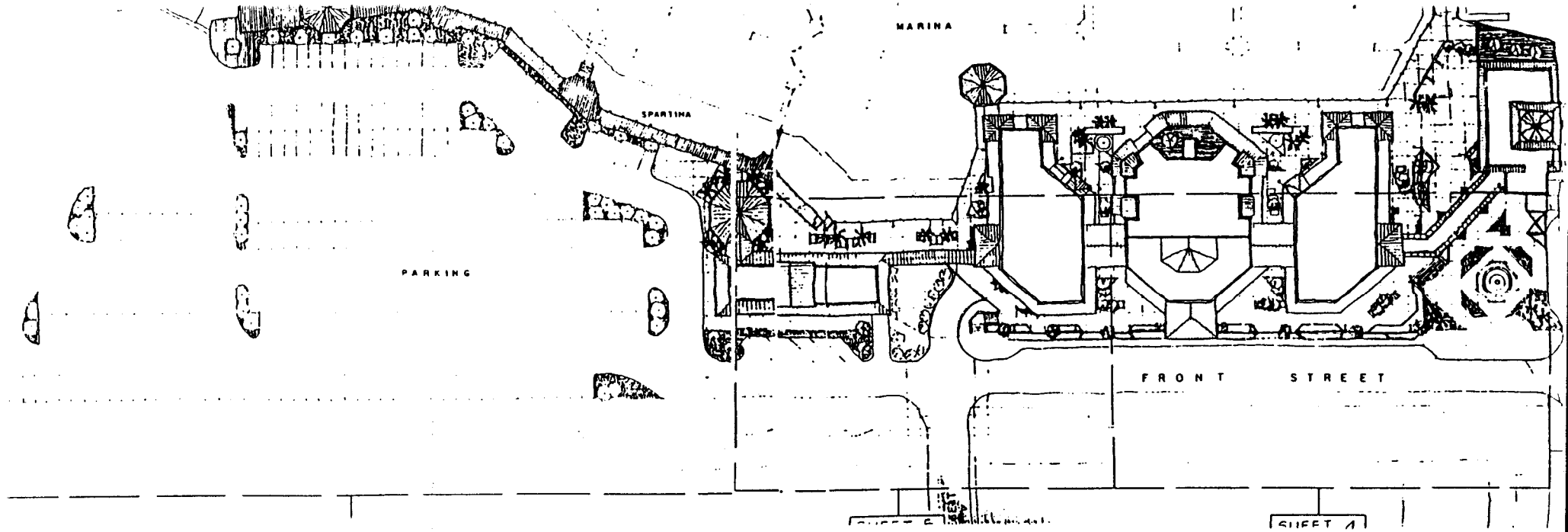
ADOPTED this 17th day of January, 1989.

CITY OF FERNANDINA BEACH

s/ Ronnie Sapp
RONNIE SAPP
Mayor -- Commissioner

ATTEST:

s/ Vicki P. Wingate
VICKI P. WINGATE
City Clerk


MARINA
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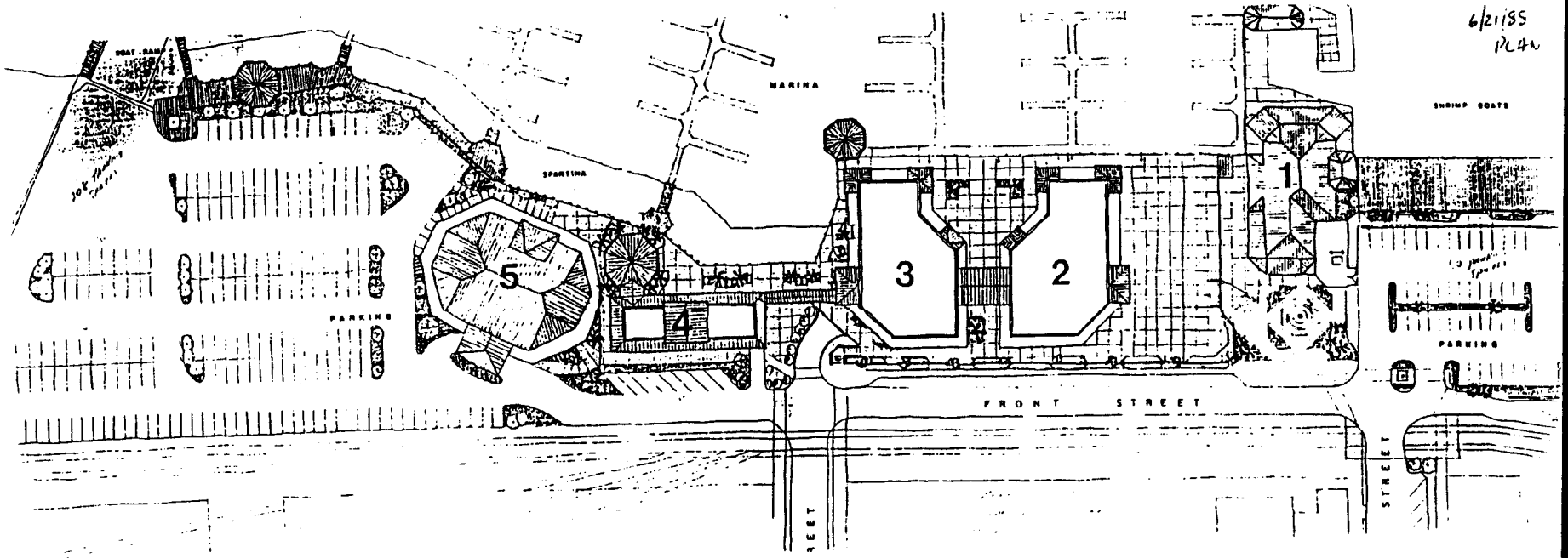
PARKING
4
FRONT STREET


6/21/85
PLAN
MARINA
SHRIMP BOATS
SPARTINA
PARKING
5
4
3
2
1
FRONT STREET
PARKING

City of Fernandina Beach

Post Office Box 668
204 Ash Street
Fernandina Beach, FL 32034
904/277-7305
Suncom 848-7305
Fax 277-7308

OFFICE OF
CITY MANAGER

MEMORANDUM

TO: HONORABLE MAYOR, CITY COMMISSION AND CITY ATTORNEY

FROM: LARRY D. MYERS, CITY MANAGER

DATE: JULY 1, 1992

SUBJECT: FERNANDINA MARINA, FIRST PHASE IMPROVEMENTS

I requested Mr. Wesley Poole to reduce to writing the legal status of the Marina prior to his departure as City Attorney. Mr. Poole had been present during many of the meetings and was very aware of the intent of the parties as well as the written contracts and agreements.

Mr. Poole's report, dated May 5, 1991 is attached.

Since Mr. Poole's report, there has been no progress on the following:

(5) 254 parking spaces
(8) Inn
(9) Other remaining site improvements

We have been partially successful on item (4), demolish spoil site. The spoil site has been demolished and removed from City property. The former spoil site has been made into a minimum quality parking lot with a stone base. This past weekend all the parking spaces were full with trucks, cars, and boat trailers. Unfortunately, there is still a spoil site on the Hardee Trust property adjacent to the City parking lot.

Exhibit E bears a close review due to the following:

- Discussion of the possibility of extending the perimeters and scope of the Centre Street waterfront area. This exploration will further delay the time schedule for completion of Phase I.

- Discussion of the former spoil site as being an unexpected problem.

- Mention of possibly developing a new Master Plan.

The City adopted the Comprehensive Growth Management Plan in November 1990. I believe this is different from the possible new Master Plan for the Marina. In accordance with Exhibit E, next to the last paragraph, if the City has not adopted a resolution, then we should adopt a resolution establishing the time period for the completion of all work.

Concern was expressed at the February 19, 1991 City Commission meeting, attached, over the Fernandina Harbour Joint Venture allowing their Maintenance Dredging Permit to expire with the Army Corps of Engineers.

By letters of May 13, 1991 and June 25, 1991, the City Manager sought firm dates from Fernandina Harbour Joint Venture on the completion dates for Phase I to no avail.

On July 17, 1991 the City Manager again requested a plan to commence Phase I improvements. Also the spoil area is specifically addressed.

The City Manager briefed the City Commission on June 4, 1991, June 18, 1991, September 17, 1991, January 21, 1992, and May 19, 1992, minutes attached.

Then in February 1992 correspondence was received to add additional docks without any mention of Phase I improvements or the PUD modifications.

Also attached are some recent letters on the following:

- Computing Restaurant Rent
- Letters of Credit
- Dredge Application Concerns by the City, DER, Hardee Trust and ITT Rayonier

LDM/mm
Attachments

City of Fernandina Beach

Post Office Box P
303 Centre Street, Suite 200
Fernandina Beach, FL 32034
904/261-0742
FAX-904/261-0745

OFFICE OF
CITY ATTORNEY

MEMORANDUM

MAY
City of
Fernandina Beach

TO: CITY COMMISSION; CITY MANAGER; FHJV

FROM: CITY ATTORNEY

SUBJ: FIRST PHASE IMPROVEMENTS

DATE: MAY 5, 1991

The following is submitted to summarize what I see from the various documents to be the status of first phase improvements on the marina.

1. The original Development and Lease Agreement, dated October 2, 1984, first established the required improvements to be constructed by the Lessee. Attached hereto as Exhibit "A-1" is a copy of § 6.02 (F) thereof, which required completion within 270 days, of a relevant portion of the breakwater, and 25 slips. Section 7.01 (attached as Exhibit "A-2"), required construction of a marina facility, within the time frame of Article VI, of the following:

(A) 100 deep water slips;
(B) approx. 30,000 sq. ft. of retail space;
(C) a public boat ramp;
(D) pedestrian promenade;
(E) 70% of the project set aside for public use; and
(F) approx. 80,000 sq.ft. office-comm. space.

2. On November 5, 1985, the City Commission adopted Resolution No. 788, approving the PUD, and established a schedule for Improvements (attached hereto as Exhibit "B"), all of which were to be completed by December 31, 1990, unless extended by the City Commission.

3. Addendum No.1, dated April 2, 1986, modified the Development and Lease Agreements, to provide in § 6.02 (f)(2) (attached hereto as Exhibit "C") to require completion of 96 slips and a relevant portion of the breakwater no later than April 1, 1987. The Addendum further provided that the Lessee proceed with due diligence to complete the "remaining marina improvements" and be permitted to proceed at its own rate for the "other commercial improvements based on market demand".

4. On July 19, 1988, the Commission met and approved a revised master site plan (dated June 21, 1988). Copy of the minutes of said meeting is attached hereto as Exhibit "D".

5. On January 17, 1989, the Commission adopted Resolution No. 956 (attached hereto as Exhibit "E"), which, among other things, approved amending the PUD to permit construction of an interim

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south parking lot, recreational park, a 500 sq. foot addition to the Atlantic Seafood Building, a floating access walkway to F and G docks, and a reconfiguration of G dock. In addition, Resolution No. 956 required that the boardwalk between D and E be completed as planned, that the restrooms and laundry facilities be completed, and that the time to complete the new retail seafood building, the remaining 254 parking spaces and site improvements in phase I be delayed until the City Commission resolved the question of adoption of a new master plan.

6. To my knowledge, the following improvements have not been completed:

(1) public boat ramp (Ex A-2);
(2) pedestrian promenade (Ex A-2);
(3) fill revetment and riverwalk (Ex B);
(4) demolish spoil site (Ex B);
(5) 254 parking spaces (Ex B,E);
(6) boardwalk between D and E docks (Ex E);
(7) new retail seafood building (Ex B,E);
(8) inn (Ex B,E); and
(9) other remaining site improvements (Ex B,E).

7. Of the above, it appears that no date is currently established for completion of items (5), (8), and (9). The other items should have been completed as planned. It should be noted that the developer may contend that the PUD Resolutions do not, of themselves, establish any <u>obligation</u> to construct such improvements, but rather only <u>permit</u> such improvements. However, it is my opinion that such improvements were required by the Lease and Addendum in more general terms and that, further, by appearing before the Commission and requesting approval of the various plan and PUD changes, the developer has acquiesced and acknowledged the above requirements.

8. Attached, also, for your information, is Exhibit "F", showing one of the original plans, compared to the 6/21/88 plan.

WRP/jlv
Attachments

Architectural and Engineering plans are submitted to the CITY for final approval. The LESSEE shall provide the CITY with copies of all approval applications during the course of this approval process. Accordingly, the CITY covenants that it will reasonably and constructively exercise its plan approval discretion in a manner that is consistent with successful completion of the project. If the CITY breaches this promise, it shall be in default of this Agreement and the LESSEE shall be entitled to reimbursement of its pre-development costs as liquidated damages, in lieu of all other damages. Any plans not approved or denied by CITY within SIXTY (60) days of their submission shall be deemed to have been approved. CITY shall not unreasonably withhold its approval.

(C) Final Plan Specification and Bid Documents

All plan specifications and bid documents must be completed and submitted to CITY within SIXTY (60) days after the final approval of the architectural and engineering plans and estimates set forth in Sub-Paragraph 6.02 (B). Additionally, by this date, the bid documents are to be submitted to the prospective contractors for purposes of determining their contracting bids.

(D) Final Selection of Contractor

Within ONE HUNDRED TWENTY (120) days after the submission of the bid documents to prospective contractors, the LESSEE shall finally select a contractor or contractors with appropriate performance bonds to perform the necessary improvements and shall inform the CITY of its selection of the same.

(E) Final Determination of Financing Arrangements

Within ONE HUNDRED EIGHTY (180) days after the final selection of a contractor or contractors by the LESSEE, the LESSEE shall submit to CITY its proposals for the final financial arrangement.

(F) Construction

(1) Within ONE HUNDRED TWENTY (120) days following the final determination of financial arrangements, and the obtaining of the necessary financial commitments, the construction work on the first phase of the project must have begun.

(2) In no event shall the LESSEE fail to commence construction on the first phase of the project within TWO (2) years from the date of the execution of this Agreement. Construction of the first phase of the marina portion of the property, consisting of a minimum of the relevant portion of the floating breakwater and no less than twenty-five (25) slips, shall be completed within TWO HUNDRED SEVENTY (270) days of commencement of the Lease. LESSEE shall thereafter proceed with due diligence to complete construction of the remaining improvements as they relate to the marina portion, but shall be permitted to proceed at its own rate for the other commercial improvements, based on market demand.

(G) Payment and Performance Bond

(1) Prior to the commencement of this lease and for the full term hereof, LESSEE shall furnish unto CITY a payment bond conditioned upon its faithful performance of all the terms and conditions of this lease, in the amount of $50,000.00.

Ex A-1

In the event LESSEE shall abandon the leased premises after commencement of construction of the improvements or otherwise be in default for which the CITY terminates the lease, the principal amount of the bond shall be paid to the CITY as liquidated damages.

(2) In order to insure that the improvements will be constructed by LESSEE after approval by CITY, the LESSEE shall furnish to the CITY, prior to commencement of construction, a performance bond in an amount equal to the estimated cost of construction of the improvements, in a form to be approved by the CITY attorney. Said performance bond may come from LESSEE's General Contractor, if the CITY is named as additional payee or insured under said bond. LESSEE shall further establish an escrow account with a bank in Fernandina Beach, Florida, and shall deposit in advance of commencement of construction of each phase of the improvements an amount equal to the projected cost of the improvements for each phase, and LESSEE shall be authorized to withdraw from said account, only with the approval of the City Manager, to insure that said improvements will be constructed, and the materialmen, laborers, suppliers and contractors are paid for the work performed on the property. The parties shall coordinate and cooperate with one another in the establishment of said account and execute the necessary documents to accomplish the purpose stated herein. Such escrow account shall be required only to the extent that a similar account is not required by LESSEE's lender or its investors, or by requirement of any grant obtained by LESSEE.

ARTICLE VII. DESCRIPTION OF IMPROVEMENTS

7.01 LESSEE promises to begin construction of, within the time periods set forth in ARTICLE VI, a marina facility substantially similar to the development plan submitted by the CENTER STREET WATERFRONT GROUP to and approved by the CITY. This marina facility will, at the minimum, include the following:

(A) approximately 100 deep water boat slips;

(B) approximately 30,000 sq. ft. of retail space;

(C) a public boat ramp;

(D) a pedestrian prominade along the river front over-looking the marina;

(E) approximately seventy percent (70%) of the project set aside as usable space, dedicated to public access, complying with all necessary codes, regulations and permits of the Army Corp of Engineers and Florida Department of Natural Resources, attractively landscaped and consistent with the theme of Centre Street; and

(F) approximately 8,000 square feet of office-commercial space.

7.02 Building Permit

The LESSEE shall be required to apply for a building permit and comply with applicable ordinances regarding the proposed improvements. The application for building permit shall be prepared by an engineer registered in the State of Florida and the following shall be included as a part of the application:

(A) Name and address of applicant.

City of Fernandina Beach

Post Office Box 668
204 Ash Street
Fernandina Beach, FL 32034
904/277-7305

OFFICE OF
CITY MANAGER

May 13, 1991

Sent to CC in 6/4/91 packet. vm

Mr. Brian Simpson
Fernandina Harbour Joint Venture
c/o Florida House Alliance
1061 Riverside Avenue
Jacksonville, Florida 32204

RE: FIRST PHASE IMPROVEMENTS

Dear Mr. Simpson:

The First Phase Improvements on the Marina were addressed in the City Attorney's memorandum of May 5, 1991 and at the City Commission meeting of May 7, 1991. The following proposed nine improvements of Phase I were discussed with you at the May 7th meeting:

1. Public Boat Ramp
2. Pedestrian Promenade
3. Fill Revetment and Riverwalk
4. Demolish Spoil Site
5. 254 Parking Spaces
6. Boardwalk Between D and E Docks
7. New Retail Seafood Building
8. Inn
9. Other Remaining Site Improvements

Of the above, it appears that no date is currently established for completion of items (5), (8), and (9). The other items should have been completed as planned.

Please provide us with a completion schedule for each of the above items.

The City Commission has adopted a Comprehensive Growth Management Plan in accordance with the State of Florida guidelines. The marina property is zoned and shown on the future land use map for the above nine proposed improvements.

Please advise us of your intentions within two (2) weeks.

Sincerely,

CITY OF FERNANDINA BEACH

Larry D. Myers/vm

Larry D. Myers

Equal Opportunity Employer, Affirmative Action Employer, Equal Housing Opportunity

City of Fernandina Beach

agenda packet

Post Office Box 668
204 Ash Street
Fernandina Beach, FL 32034
904/277-7305

OFFICE OF
CITY MANAGER

June 25, 1991

Mr. Bryan Simpson, Jr.
Fernandina Marina Investors
c/o LeBoeuf, Lamb, Leiby, and MacRae
200 Laura Street, Suite 1200
Jacksonville, Florida 32202

Dear Mr. Simpson:

Thank you for your June 12, 1991 letter providing information from Fernandina Marina Investors. The letter was discussed at the June 18, 1991 Fernandina Beach City Commission meeting.

The subject of the dredge spoil site and the sludge was discussed. The sludge has been removed from the spoil area. The City does not wish to have any further sludge dredged or stored on the site. Further, we do not wish to have anymore sludge hauled over the City roads. Please make alternate arrangements for the storage and hauling of sludge.

Your letter states that the marina is one of the best in the country and attracts over 5000 transients boaters a year, however, the marina continues to lose money and the monthly negative cash flow is about $30,000. The City would like more factual information on this large monthly loss.

The City hereby requests complete copies of the CPA Audit of the Fernandina Marina Investors for the past three (3) fiscal years.

Article 3.01(d)(2) of the agreement requires:

> The revenue form has to be CPA verified. The 1989 and 1990 forms were not.

Please provide information on all of the fuel purchases from fuel companies and all fuel delivery invoices to the marina. There does not appear to be a noticeable increase in fuel sales since the

arrival of the Emerald Princess. Do they purchase fuel, lubricants and any supplies from the marina? Additionally, fuel sales in 1990 show a 9.3% decrease whereas slip usage increased and fuel prices increased. This is inconsistent with the reported decrease in fuel sales. Also, there is an indication of a $100,000 management expense on the restaurant. Please explain how this is arrived at and what management service does it include. Does the City receive a percentage of this deduction from the restaurant operations? The City should receive its percentage based upon the gross revenues, not after deductions are made, i.e. management fees. We cannot find anywhere in the lease where the City subjugated the restaurant percentage of 5%.

The City does not wish any of the Phase I improvements delayed until July 1, 1995. In view of this, please address again the City's request for firm deadlines for the following Phase I improvements:

- Inn
- New Retail Seafood Building
- 254 Parking Spaces
- Other Phase I Improvements

The continued delay on the Inn in view of other lodging developments on Amelia Island since the 1986 PUD brings in question the decision to not proceed on the Inn. Two large hotels, (SHONEY'S INN & Restaurant and the RITZ CARLTON with three (3) restaurants) have opened and a four (4) story motel is planned at the intersection of Atlantic Avenue and South Fletcher Avenue. Numerous bed and breakfast inns (Captains Quarters, Williams House, Windward, etc.) have opened. Florida House and Restaurant has just opened and is two blocks from the marina. Elizabeth Point Inn is under construction. Additionally, Summer Beach Villas and Golf Course has opened. In view of the above, it is requested that you advise the City of the factors involved in "suitable" economic conditions to open an inn in Fernandina Beach. There does not appear to be a lack of market demand for an Inn.

We appreciate the construction of additional slip rental space and the restaurant, however, the time has come to face the reality of proceeding with the other improvements as set forth in Phase I and

mutually agreed upon.

Please provide a written response within ten (10) working days.

Sincerely,

CITY OF FERNANDINA BEACH

Larry D. Myers
City Manager

LDM/mm

cc: Honorable Mayor-City Commission-City Attorney

City of Fernandina Beach

OFFICE OF
CITY MANAGER

Post Office Box 668
204 Ash Street
Fernandina Beach, FL 32034
904/277-7305

See Minutes 8/6/91. JB MW

July 17, 1991

Mr. Thomas B. Ingram
Fernandina Marina Investors, Inc.
Post Office Box 2179
Ponte Vedra Beach, Florida 32004-2179

Dear Mr. Ingram:

It was a pleasure for City representatives to meet with Mr. Ferris Jones and yourself on Tuesday, July 16, 1991 at the Marina. I appreciate your willingness to provide access to the financial records available at the Marina office and the limited information provided by the firm of Carter & Company.

ORGANIZATION CHART

Confirming our verbal request, we would like an organizational chart of all 13 firms you mentioned at the Harbour Complex. Please show all joint venture, corporations, limited groups, partnerships and other parties involved. A flow diagram of who reports to whom would be helpful.

FISCAL PROJECTIONS

The offer of fiscal projections of revenues for the entire Harbour Complex by each element or organization would be helpful. We are preparing the City budget at this time and fiscal projections would be useful.

PHASE I IMPROVEMENTS

All Phase I improvements have not proceeded as anticipated with resultant revenue shortfalls to the City. Please present a plan to get all of the Phase I improvements moving forward.

SPOIL AREA

As stated in correspondence from both the City and the Hardee Trust, the dredge spoil area is not a desirable feature on the shore. It is delaying the development of Phase I improvements. Please discontinue any further spoil sites on the shore side and develop alternate methods of sludge disposal other than hauling over City streets.

RESTAURANT REVENUES

Please review the attached correspondence dated January 6, 1987 and March 3, 1988 and advise us on Section 4. It appears that the Lessee acts as a conduit to receive restaurant rent and passes 100% of that rent on to the City. Additionally the operator of the restaurant will pay a percentage of gross sales to the restaurant sublessee. The lessee will pay 100% of what they received to the City. Please let us know if these conditions have been formally amended. What are the procedures presently being followed to complete the revenue to the City based upon the restaurant?

SHOP REVENUE

Please advise us on the revenue procedures and calculation of the City share of revenues or rents from the Atlantic Seafood and the two gift shops. The "actually received by" language in paragraph 3.01(a) 1 of the lease appears to allow the rents to be determined by Fernandina Marina Investors, Inc. Please advise as to how the rents are established. Do all commercial business entities operating on the Harbour Complex pay ground rent?

Thank you for your attention to these matters. It was a pleasure to meet with you, and we look forward to your response.

Sincerely,

CITY OF FERNANDINA BEACH

Larry D. Myers
City Manager

LDM/mm
cc: Honorable Mayor-City Commission-City Attorney

DAVID K. COONROD
HOBERT W. AIKEN
ARCHITECTS

CENTRE STREET WATERFRONT GROUP

FERNANDINA BEACH MARINA AND WATERFRONT DEVELOPMENT
Preliminary Master Site Plan
Dated 3/26/85

Land Areas -

City: existing - 3.68 acres
new - 1.25 ac.

Hardee: existing - 1.60 ac.
new - .68 ac

Total - 7.2 acres

Building Areas - 65,000 sqft

On the ground - 32,500 sqft = .75 ac. = 10.4%

Drives, Streets & Parking Areas - 4.12 ac. = 57.2%

Landscaped & Pedestrian Areas - 2.33 ac. = 32.4%

Parking Spaces -

South Lot - 361
Front Street - 12
Private - 39
North Lot - 42
Offstreet Loading - 5

Total - 429

Boat Slips-

30' - 61
40' - 40
50' - 22

total- 129

P.O. BOX 73 FERNANDINA BEACH, FLORIDA 32034 (904) 261-6186

DAVID K. COONROD
HOBERT W. AIKEN
ARCHITECTS

CENTRE STREET WATERFRONT GROUP

FERNANDINA BEACH MARINA AND WATERFRONT DEVELOPMENT

Preliminary Master Site Plan
Dated 3/26/85

PROJECTED PARKING NEEDS :

Day Users:	Week	Weekend
Retail	87 (100%)	87 (100%)
Office	40 (100%)	0 (0%)
Inn	24 (100%)	24 (100%)
Marina	13 (10%)	95 (75%)
Boat Ramp	40 (20 trailers)	100 (50 trailers)
Restaurants (lunch)	20 (10% drive-to)	50 (25% drive-to)
Shrimpers	9 (100%)	9 (100%)
Employees	38 (75 employees)	38 (75 employees)
	271 spaces	399 spaces

Night Users:		
Retail	44 (50 %)	44 (50 %)
Office	0 (0%)	0 (0%)
Inn	24 (100%)	24 (100%)
Marina	7 (5%)	33 (25%)
Boat Ramp	10 (5 trailers)	30 (15 trailers)
Restaurant (dinner)	200 (100%)	200 (100%)
Shrimpers	0 (0%)	0 (0%)
Employees	38 (75 employees)	38 (75 employees)
	323 spaces	369 spaces

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DAVID K. COONROD
HOBERT W. AIKEN
ARCHITECTS

CENTRE STREET WATERFRONT GROUP

FERNANDINA BEACH MARINA AND WATERFRONT DEVELOPMENT

Preliminary Master Site Plan
Dated 3/26/85

PARKING SPACES REQUIRED BY CODE

Marina - 129 slips =	129 parking spaces
Boat ramp - ? - 50 boats @ 2 spaces/ boat =	100
Restaurants - 2 @ 200 seats each = 400 seats = (1 space/2 seats) (10,000 sqft)	200
Retail Shop Space - 26,000 (1 space/300sqft) =	87
Office Space - 8,000 (1 space/200sqft) =	40
Public Space - 4,000 sqft (corridors, toilets, etc.) =	0
24 Room Inn - 1 space/room (17,000sqft) =	24
Employees - ? - 150 employees @ 1 space/2 emp. =	75
Shrimpers - ? - 9 boats =	9
Off-street Loading -	4

Total Parking Required = 668 parking spaces

P.O. BOX 73 FERNANDINA BEACH, FLORIDA 32034 (904) 261-6186

MAHONEY ADAMS MILAM SURFACE & GRIMSLEY, P.A.
ATTORNEYS AND COUNSELLORS
BARNETT BANK BUILDING · 100 LAURA STREET
POST OFFICE BOX 4099
JACKSONVILLE, FLORIDA 32201
(904) 354-1100 · TELEX 52-3153 FLALAW JAX

April 11, 1985

David K. Coonrod, A.I.A.
P. O. Box 73
Fernandina Beach, Florida 32034

Dear David:

Consistent with our conversation, I have enclosed a copy of the Suzanne Hardee lease and three copies of the financial projections. Even though the operating income from the financial projections shows a negative cash flow at 100% financing, the federal income tax benefits produce a positive cash flow after tax. The federal tax benefits was a principal point in favor of private sector development in order to tap the indirect federal subsidy.

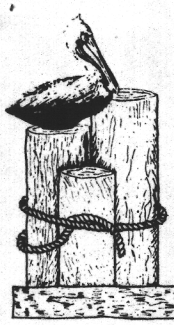
Please don't hesitate to give me a call if you have any questions or comments.

Very truly yours,

Hans G. Tanzler, III

HGTIII/aef
Enclosures

(0575T)



Centre Street Waterfront Group

Members of the Planning & Advisory Board.

To assist your reading of the first phase financial projections, the following explanations are helpful.

1. Payments to the City are highlighted in yellow.

2. The Marina Revenue Model is monthly while Landside and Restaurant Models are yearly.

3. In the Restaurant Model repayment to City of C.D.B.G. Grant is highlighted in pink.

4. Not shown is the approximate $225,000. in tax savings to private investors in the first year investment tax credit and depreciation or tax savings in following years.

5. Total payments to the City from percentage of revenues and C.D.B.G. repayment during first five years should equal approximately $450,000.00. This amount presumes an overall 8% increase in annual revenues from those projected first year.

P. O. Box 1481 / Fernandina Beach, Florida 32034

City of Fernandina Beach

OFFICE OF
CITY MANAGER

Post Office Box 668
204 Ash Street
Fernandina Beach, FL 32034
904/277-7305

February 28, 1992

Mr. Thomas B. Ingram
Fernandina Harbour Joint Venture
4400 Marsh Landing Boulevard, #7
Ponte Vedra Beach, Florida 32082-1287

Dear Mr. Ingram:

Thank you for your February 26, 1992 letter regarding additional docks at the marina. This is the first correspondence that the City has received from Fernandina Harbour Joint Venture on this subject.

The marina and other facilities are set forth in a Planned Unit Development (PUD) agreement. Proposed changes to the PUD should be submitted to the City Commission for review, discussion and approval as required by the PUD. The correspondence from the Department of Environmental Regulation (DER) caught the City by surprise. Based upon the recommendation of the Marina Study Committee, the City advised the DER that a request to modify the PUD had not been received and reviewed by the City.

Please advise us of your intentions at the marina.

Sincerely,

CITY OF FERNANDINA BEACH

Larry D. Myers
City Manager

LDM/mm
cc: Honorable Mayor-City Commission-City Attorney
Marina Study Committee

FHJV.228

RESOLUTION NO.: 770

CITY OF FERNANDINA BEACH, FLORIDA

WHEREAS, the Centre Street Waterfront Group has applied to the Department of Natural Resources of the State of Florida for a permit to expand and renovate the City of Fernandina Beach Marina; and

WHEREAS, the City Commission of the City of Fernandina Beach has determined it to be in the best interests of the citizens of the City that the application submitted in November, 1984, by approved; now, therefore

BE IT RESOLVED by the City Commission at its regular meeting duly called and assembled, that the Department of Natural Resources is hereby requested to approve the proposed expansion and renovation of the City of Fernandina Beach Marina and to grant the permit applied therefor by the Centre Street Waterfront Group.

ADOPTED this 21st day of May, 1985.

CITY OF FERNANDINA BEACH, FLORIDA

BY Ben Sorensen
BEN SORENSEN

ATTEST:

Vicki P. Wingate
VICKI P. WINGATE

Its: City Clerk

RESOLUTION NUMBER 759

A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE FILING OF APPLICATION WITH THE DEPARTMENT OF COMMERCE, STATE OF FLORIDA, FOR A SMALL CITIES COMMUNITY DEVELOPMENT GRANT, ECONOMIC DEVELOPMENT CATEGORY.

WHEREAS, under the terms of the Small Cities Community Development Block Grant program, the Department of Commerce has authorized the making of grants to public bodies for purpose of community development activities:

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

Section 1. The City Manager is hereby authorized to execute and file an application on behalf of the City of Fernandina Beach with the the Department of Commerce, State of Florida, for a grant financing the Centre Street Waterfront Group project creating low and moderate income jobs.

Section 2. That the above named authorized representative is hereby authorized and directed to furnish such information as the Department of Commerce, State of Florida, may reasonably request in connection with the application which is herein authorized to be filed and further is authorized to accept any offer of grant which may be tendered by the Department of Commerce, State of Florida.

The vote was: 5 Yeahs,
0 Nays,
0 Absent.

ADOPTED this 19th day of February, 1985.

Ben Sorensen

BEN SORENSEN
MAYOR/COMMISSIONER

ATTEST:

Vicki P. Wingate

VICKI P. WINGATE
CITY CLERK

RESOLUTION NUMBER 757

IN RE: APPLICATION FOR CONDITIONAL USE NO. PUD0185

WHEREAS, the Centre Street Waterfront Group, has applied for a Conditional Use, for a Planned Unit Development (PUD), under Sections 26-10.3 and 26-11 (K) of the Code of Ordinances of the City of Fernandina Beach, Florida, Application No. PUD0185; and,

WHEREAS, the Planning Advisory Board has considered such application and rendered its report and recommendations on the same; and,

WHEREAS, Notice of Hearing on such application was published in the News-Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on January 30, 1985 and on February 12, 1985, and also posted on the subject property; and,

WHEREAS, a public hearing was held on such application by the City Commission of the City of Fernandina Beach, Florida, on February 19, 1985; and,

WHEREAS, after consideration of the testimony and evidence presented on such application and at the public hearings thereon, the City Commission made the following findings:

A. That the Commission is empowered under Section 26-10.3 of the Zoning Code of the City of Fernandina Beach, to grant the conditional use (PUD) described in the application.

B. That the grant of the conditional use will not adversely affect the public interest of health, safety and welfare.

C. That the specific rules governing the conditional use, if any, as required by Section 26-10.3 of the Zoning Code have been met, and that satisfactory provisions and arrangements have been made concerning those certain matters specified in Section 26-11(K)(4), (a) through (h) of the Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the CITY COMMISSION of the CITY OF FERNANDINA BEACH, FLORIDA, at its meeting duly called and assembled, that Application for Conditional Use (PUD) No. PUD0185, filed by the Centre Street Waterfront Group, be and the same is hereby approved, subject to the following conditions:

1. That the City Commission of the City of Fernandina Beach reserve approval of that building known as "Commercial and Office Space (Parking Below)" on the Preliminary Master Site and Concept Plan (attached hereto as "Exhibit A") after receipt of further information from the applicant.

2. Submission of further details on the two hundred (200) seat restaurant proposed for inclusion in the plans.

3. That the agreements and conditions contained in the Planning Advisory Board's correspondence, dated February 3, 1985, (attached hereto as "Exhibit B") be adhered to.

ADOPTED this 5th day of March, 1985.

CITY COMMISSION OF THE
CITY OF FERNANDINA BEACH,
FLORIDA.

RESOLUTION NO.: 788

IN RE: APPLICATION FOR CONDITIONAL USE NO.: PUD 0485

WHEREAS, Centre Street Waterfront Group, Inc., has applied for a Conditional use under Section 26-11 (K) of the Code of Ordinances of the City of Fernandina Beach, Florida, Application No.: 0485; and

WHEREAS, the Planning Advisory Board has considered such application and rendered its report and recommendations on The same; and

WHEREAS, Notice of Hearing on such application was published in the Fernandina Beach NewsLeader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on October 2nd, 1985, and on October 9th, 1985, and also posted on the subject property; and

WHEREAS, a public hearing was held on such application by the City Commission of the City of Fernandina Beach, Florida on November 5th, 1985; and

WHEREAS, after consideration of the testimony and evidence presented on such application and at the public hearing thereon, the City Commission made the following findings:

1.) That the Commission is empowered under Section 26-10.3 of the Zoning Code of the City of Fernandina Beach, to grant the conditional use described in the application.

2.) That the grant of the conditional use will not adversely affect the public interest of health, safety and welfare.

3.) That the specific rules governing the conditional use, if any, as required by Section 26-10.3 of the Zoning Code have been met, and that satisfactory provisions and arrangements have been made concerning those certain matters specified in Section 26-11(K)(4), (a) through (h) of the Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the CITY COMMISSION of the CITY OF FERNANDINA BEACH, FLORIDA, at its meeting duly called and assembled, that Application for Conditional Use No.: PUD0485, filed by Centre Street Waterfront Group, be and the same is hereby approved, subject to the following conditions:

See Exhibit "A" attached hereto.

ADOPTED this 5th day of November, 1985.

CITY OF FERNANDINA BEACH, FLORIDA

BY _____
DON ROBERTS

Its: Mayor-Commissioner

PUD

RESOLUTION NUMBER 956

A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA, TO AMEND RESOLUTION 788, DATED NOVEMBER 5, 1985, TO SHOW CHANGES TO P.U.D. 0485, IN THE NAME OF CENTRE STREET WATERFRONT GROUP; AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach, Florida, did pass Resolution Number 788, on November 5, 1985, approving the application for Conditional Use No: P.U.D. 0485 filed by Centre Street Waterfront Group, Inc.; and

WHEREAS, on July 19, 1988, the City Commission did, by motion, approve the relocation of the first building south of the Restaurant to a location at the south end of the Marina property, as shown in exhibit "A" as building 5; and

WHEREAS, the Centre Street Waterfront Group, Inc. and the City Commission have mutually agreed to explore the possibilities of extending the perimeters and the scope of the Centre Street Waterfront area before proceeding with the planned development already approved; and

WHEREAS, this exploration will further delay the time schedule for the completion of Phase I, as described in Exhibit "B" of Resolution Number 788; and

WHEREAS, the unexpected use of part of this land as a spoil site for dredge material, taken from the Marina, and the unpredicted and indeterminable time for the retention of this spoil site has triggered a need for temporary changes in the site plan that will allow continued development of public facilities during the time delay to eliminate the spoil site and determine the need, if any, to develop a new master plan.

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

That the changes in plans, approved by the City Commission at its regular meeting held on July 19, 1988, be ratified and made a part of this amended Resolution for P.U.D.-0485; and

That P.U.D.-0485 is hereby amended to permit construction of an interim south parking area, recreational park, an addition of approximately 500 square feet to the Atlantic Seafood Building, and a floating concrete access walkway to "F" and "G" docks in accordance with the drawing attached as Exhibit "B"; and

That "G" dock be reconfigured to allow slip space on both sides of the dock, keeping in mind that adequate space be provided between the slips and the retention wall at the south end to allow for the relocated boat ramp and the necessary water area for boats to maneuver; and

That the boardwalk between "D" and "E" docks be completed as planned; and

That the Restrooms and Laundry facilities be completed in the Marina Building as planned in Phase I; and

That this resolution shall become effective immediately upon its passage.

ADOPTED this 17th day of January, 1989.

CITY OF FERNANDINA BEACH

Ronnie Sapp

RONNIE SAPP
Mayor - Commissioner

ATTEST:

Vicki P. Wingate

VICKI P. WINGATE
City Clerk

shall terminate at a time after phase or stage completion or final completion as determined by the City Commission. The bond may be a surety bond, a cash bond, or an unencumbered certificate of deposit, bank savings account, or government security, assigned to the city for the purpose of these requirements.

(I) Effect of approval. The plan as approved together with the conditions and restrictions imposed shall constitute the conditional use permit and PUD zoning on the land, and no building permit shall be issued except in conformity with all provisions of the grant of conditional use. The terms of the grant of conditional use shall be binding upon the applicant and any successors in interest during any time period as a safeguard in the granting of the conditional use.

(J) Expiration of time limits on grant of PUD conditional use.

(1) If development actions required by the grant of conditional use are not taken within any time limits set in the grant of conditional use, the Planning Advisory Board shall review the circumstances and recommend to the City Commission that:

(a) Revised time limits be set; or

(b) The grant of conditional use be cancelled.

(2) Recommendation under division (J)(1)(a) shall include proposals for appropriate action in respect to any legal instruments involved in the case.

(K) Building permits. Building permits shall be obtained for each and every structure erected, and construction and operation of the proposed use shall comply at all times with the regulations of this and other governmental agencies. Prior to the issuance of any building permits, complete building plans shall be submitted to the Building Official for approval. The plans shall be in substantial conformity with plans approved by the Planning Advisory Board and City Commission.
('55 Code, § 26-10.3(E)) (Ord. 563, passed 1-2-79) Penalty, see § 159.999

§ 159.256 CHANGES IN DEVELOPMENT PLANS.

(A) This section, along with §§ 159.250 through 159.257, shall apply to all PUD Planned Unit Development Zones.

(B) Changes in plans approved as part of the grant of conditional use may be permitted upon application by the petitioner or his successors in interest, but only upon a finding that any changes are in accord with all regulations in effect when change is requested and the general intent and purpose of the Comprehensive Plan in effect at the time of the proposed change. Changes other than those indicated shall be made only by a new petition for PUD.
('55 Code, § 26-10.3(F)) (Ord. 563, passed 1-2-79)

§ 159.257 CONFLICT WITH OTHER PROVISIONS.

(A) This section, along with §§ 159.250 through 159.256, shall apply to all PUD Planned Unit Development Zones.

(B) After public hearing and upon the findings of the Planning Advisory Board and the City Commission that the grant of a conditional use planned unit development in the particular case serves a greater public purpose as to design of the particular plan and its relationship to the surrounding area, it is intended that where there are conflicts between the requirements of this subchapter and other provisions of this zoning code, the provisions of this subchapter shall apply.
('55 Code, § 26-10.3(G)) (Ord. 563, passed 1-2-79)

USE REGULATIONS AND EXCEPTIONS

§ 159.270 EFFECT OF ESTABLISHED SETBACK LINES FOR STREET WIDENING.

Where setback lines have been established on streets, roads, or highways, the front yard and side yard of corner lots shall be measured from those setback lines.
('55 Code, § 26-11(A)) (Ord. 341, passed 8-9-61; Am. Ord. 654, passed 10-18-83; Am. Ord. 676, passed 2-5-85; Am. Ord. 699, passed 10-1-85; Am. Ord. 90-1, passed 4-3-90)

§ 159.271 SUBSTANDARD LOTS OF RECORD.

(A) When a lot or parcel of land has an area or frontage which does not conform with the requirements of the district in which it is located, but was a lot of record in Nassau County, as of August 9, 1961, that lot or parcel of land may be used for a

12/17/92

Prior to the meeting on January 11 or 13, 1993 of the Marina Problem Solving Ad Hoc Committee, Commissioner Smith would like to know firmly the following:

1) Does the PUD for the City marina fall under the Comprehensive Plan since it was there first? See F.S. 163.3233.
2) If the marina investors default on the Hardee property, does the entire PUD come unglued and anything that the City and investors put back together come under the constraints of the Comprehensive Plan?

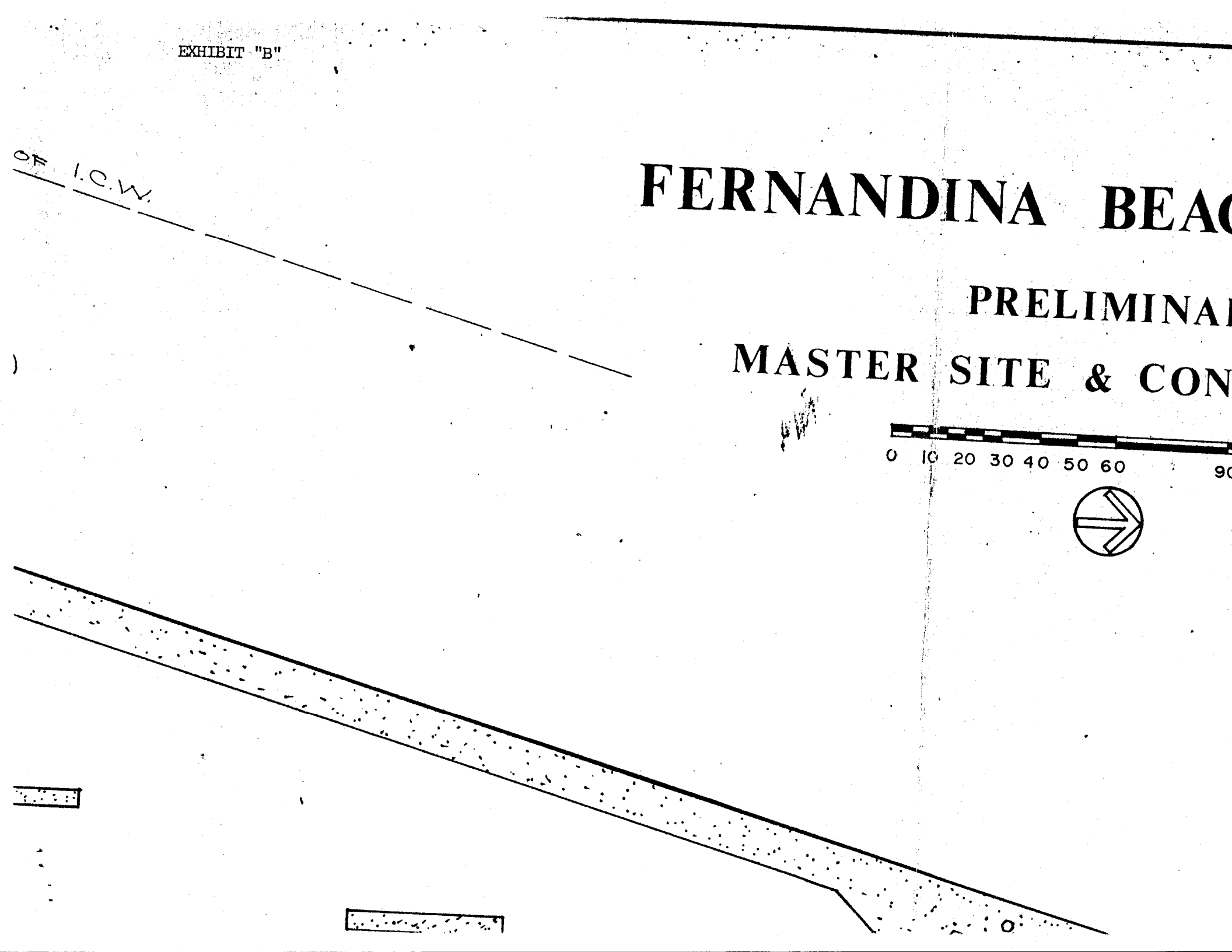
3) Is there any possibility that if the PUD is altered that it would come under the County's Comprehensive Plan?

4) What is the impact of any changes to the marina PUD?

Please let me know if you have any questions.

Vicki

EXHIBIT "B"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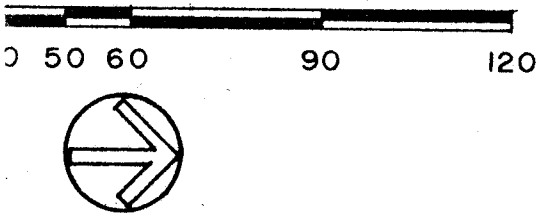
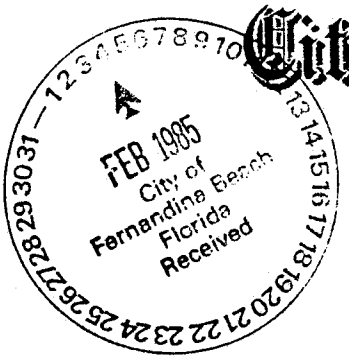


EXHIBIT "A"



City of Fernandina Beach

Florida

32034

February 3, 1985

MEMORANDUM

To: Mr. Ferris B. Jones, City Manager

From: J. A. Bartelt, Chairman, Planning Advisory Board

Subject: Waterfront development public hearing

The public hearing held January 16, 1985 on the subject project was continued until 5 P.M. the following day. After the public hearing was closed the Board unanimously passed the following motion by Mr. Steger:

> "I move that we recommend this conception of the project based on the drawings that have been submitted, the rough parking agreement (early parking agreement) that was suggested, and the phasing schedule that would be submitted to go with this as part of the project - to be included with the contract agreement with the City and all of the inclusion therein. And that we recommend all of this on a conceptual basis to the Commission with the knowledge that these areas will come back before the Commission, and we expressly point out that the quotes "architectural design" is of interest to us and we require perhaps one more time."

The Centre Street Waterfront Group spokesman, Robert Allison, agreed that the final architectural drawings would be submitted to the Planning Advisory Board for comments for the City Commission on building footprints and heights and parking plans.

Other matters discussed and representations made by the spokesman and by Ann Coonrod are as follows:

Sequence

a. Phase I

Boat ramp, marina with all 120 slips, restaurant
Building 5 - 260 feet along Front Street
Building 1 - one storey
Building 2 - one storey

Phase II

Building 3 - one storey, as market dictates
Building 4 - one storey, " " "

b. These structures (except for the restaurant) are shown on the "Preliminary Master Site & Concept Plan" which, the Board was told, had been approved by the City Commission. It is this concept that the Board signed off on. The structures are numbered in red.

c. Proposed land coverage is 30%; open space, walkways, landscaping, and parking cover 70%.

Construction Plans

a. The tract south of Ash Street will be cleared, leveled, and stabilized for parking, storage of construction materials, and the temporary storage of dredged spoil. That site will be paved with asphalt and striped for parking before completion of the project.

b. Each CSWG contract will require that all delivery of construction machinery to and from the site, and construction materials to the temporary storage area will be via 3rd and Ash Streets. No traffic related to this project may use Centre Street. All toxic waste materials will be delivered directly to the designated Nassau County toxic waste site.

Parking

a. CSWG proposes to conform to C2 zone parking requirements, providing the following standard spaces.

Facility	Parking Spaces
82 employees	41
60 boat slips - transients	-0-
60 " " - local	60
launching ramp	40
retail establishments	150
30 room inn	30
200 seat, 2 storey restaurant	100
	421

b. The supplementary draft to the Master Site Plan indicates 413 parking spaces of which 70 are on City land presently used for parking. If an additional 41 spaces are provided beneath building 5 the City's net loss of parking spaces at project build-out would be approximately 37. Until the exact scale of the supplementary drawing displaying parking spaces is established, the Board will not be able to ascertain the accuracy of the 413 parking spaces projected. It appears that CSWG changed scale from the drawing of the approved concept to the supplementary drawing and inadvertently failed to change in laying out parking spaces. This results in parking spaces that are approximately 7'4" wide. At the City code standard of 10 feet the projected spaces as drawn are likely to shrink to approximately 300, of which approximately 50 are already being supplied by the City north of Centre Street.

Commercial Activities

CSWG was asked to present a listing of the commercial enterprizes both suitable and not suitable to the waterfront location. These lists, set forth on the attached exhibit, were not discussed in detail by the Board.

Building Locations, Footprints, Heights

Most of the Board members expressed concern about the location and height of the 2 storey, possibly 3 storey building 5. The judgmental balance rests in the question whether the wall designed to screen off the railroad track does a disservice to the adjacent areas out of proportion with the screening benefits to the project.

If it is appropriate that the Board chairman try to describe the intent of the Board, it would go something like this: Deliberating under two imperatives: i.e., 1.) the time constraints imposed by the State and/or Federal government approvals process, and 2.) the prior concept approval by the City Commission, the Board felt pressured to move the approval process back to the City Commission without consideration in depth of the wider impact of this project on the City's central business district. The Board will not have discharged its advisory responsibility if it is deprived of a later opportunity to comment.

As discussed with you and Wesley Poole on January 16, the Board's recommendation is that this project be processed as a Planned Unit Development under 26-10.1 and 26-10.3 of the City zoning code.

J. A. Bartelt

Commercial Activities Exhibit submitted by CSWG

Suitable	Not suitable
Bakery	Animal hospital
Bookshop and news stand	Auto agency with repairs
Tobacco shop	Auto service station
Inn	Mechanical garage
Travel Services	Mortuary
Food and beverage	Radio and TV studio
Crafts and games	Warehouse
Ice cream	Bus terminal
Apparel and clothing	Used car lot
Gifts	Drive-in theatre, billiard parlor
Fresh seafood	Bowling alley, skating rink
Camera shop	Church
Candy and finger foods	School
Ship supplies	Hospital
Bait and tackle	Sanitarium
Groceries	
Deli and gourmet shop	
Antiques	
Gallery and Arts	
Sail loft	
Marine electronics repair	
Laundromat	
Bicycle rentals	
Yacht brokerage	

shall terminate at a time after phase or stage completion or final completion as determined by the City Commission. The bond may be a surety bond, a cash bond, or an unencumbered certificate of deposit, bank savings account, or government security, assigned to the city for the purpose of these requirements.

(I) Effect of approval. The plan as approved together with the conditions and restrictions imposed shall constitute the conditional use permit and PUD zoning on the land, and no building permit shall be issued except in conformity with all provisions of the grant of conditional use. The terms of the grant of conditional use shall be binding upon the applicant and any successors in interest during any time period as a safeguard in the granting of the conditional use.

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4) What is the impact of any changes to the marina PUD?

Please let me know if you have any questions.

Vicki

City of Fernandina Beach

OFFICE OF
CITY ATTORNEY

13 North 4th Street
Fernandina Beach, FL 32034
904/261-2848

MEMORANDUM

TO: The Honorable Greg Roland, City Commissioner

FROM: Clyde W. Davis, City Attorney

DATE: December 30, 1992

RE: Your inquiry of 12/28 regarding Comp plan

There has been a limited amount of time to research and prepare answers to your query. However, I will try to answer them as fully as possible.

1) **NEW MARINAS ON FRONT STREET:** Based upon my reading of the transcript of the testimony of Kent Smith at the workshop on manatee habitat, it appears that DNR classifies the Amelia River as essential manatee habitat. If that is correct, then no new marinas could be constructed on the Amelia River within the City while it is so classified by DNR. In order to build, either the City will have to modify the comp plan at Section 5b.05.01, or DNR will have to change its definition.

2) **EXPANSION OF CITY MARINA:** It would appear than an **expansion** of the existing City Marina would constitute development activity under Chapter 163 and would, thus, be subject to the same restrictions as placed on any other developer by the section above cited. In this context I am using the term "expansion" to mean an

increase in overall size, number of slips, expanded service, and resulting increased environmental impact over that contemplated in the PUD which authorized the development. In other words, for the context of this opinion, the overall construction of the marina as planned and as authorized under the PUD resolution would neither be an expansion nor a reconfiguration.

3) **RECONFIGURATION OF CITY MARINA:** It would appear that **reconfiguration**, as I understand the term, would not violate our Comp Plan but will require a change in the PUD. In this opinion, I use that term to mean a change in design or layout but not an increase in the number of slips or other increased impact associated with expansion. Further consideration would have to be given to those aspects of the existing marina PUD which have been approved by the City but have yet to be constructed.

4) **PRESENT DOCKS ON FRONT STREET:** I do not see any limitation in our local plan which would prohibit or exclude the reconstruction, expansion or extension of pre-existing docks on Front Street to their previous, historical capacity. Please remember that in the past docks have extended along the waterfront from approximately Beech Street to Container and into Old Town with hardly an interruption. The problem then becomes one of definition. When does a dock system become so extensive that it becomes a marina. You may wish to introduce such a definition into your proposed ordinance on this subject.

5) **MARINA PERMITS UNDER THE NASSAU COUNTY COMP PLAN:** I do not have a copy of their plan nor am I familiar with it. I will endeavor to provide an answer to this query by separate memo.

6) **LEGAL ISSUES:** I have several legal concerns that should be addressed as we proceed in the amendment process:

First, the mixed legal/political question of whether to use one of our two amendments allowed for the year 1993 on this single issue when we can anticipate adoption of our "Exhibit B" as another change to our comp plan. In this context, "Exhibit B" is that exhibit attached to our proposed stipulated settlement with DCA.

Second, there has been some conflict in information provided to Mr. Duey from DCA and to me by RPC. If I understand him correctly, Suzanne Woodcock of DCA has stated that this amendment could be submitted as a change to our proposed Exhibit B without going through the steps necessary for a change to our comp plan or, in the alternative, that we could adopt this as a "small scale change" without going through the more lengthy procedure. Rudy Marchese of RPC states, to the contrary, that a policy change such as this cannot qualify as "small scale". He seems to think that if DCA will buy off on the change to Exhibit B, we can shorten the process of this amendment and not burn up one of our two allowed changes on this single issue. I've asked Mr. Duey to solicit the opinion of Ms. Woodcock in writing. Until we get some clear direction and a resolution of the conflicting advice, I suggest that we continue with the present process as we can change lanes, so to speak, if it becomes available to us.

Third, there was a suggestion from Mr. Marchese that the change be submitted to DCA via resolution rather than by ordinance. He thinks there may be some confusion by some people on DCA staff about where we are in the amendment process (transmittal stage vs.

adoption stage) due to a failure to appreciate the status of our comp plan at the local level. After discussion with him it was our consensus that there is nothing fatal in doing it the way we are proceeding but we need to be prepared to explain that our local comp plan is a local ordinance and must be amended by ordinance and to be able to tell DCA staff where we are in the amendment process. Our present process will shorten the overall maximum time period as it eliminates the convoluted process of adoption of a separate ordinance changing the present ordinance which adopts the comp plan by reference.

I do not know of anything we are doing which violates any requirement of law or administrative procedure. I've researched Chapter 163 and provided a memo to all of the Commissioners on this. However, this is our first time at amending the present plan since I came on board as City Attorney almost two years ago and I can't claim to know everything. If somebody knows of something out of order or that needs to be done that we're not doing, please let me know. It would be a shame to waste a lot of time, money, and effort all because of a prima donna attitude.

File: Marina Problem Solving Ad Hoc
CF: FHJ
CF: City Atty - Ltr only

City of Fernandina Beach

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OFFICE OF
CITY MANAGER

MEMORANDUM

TO: CLYDE W. DAVIS, CITY ATTORNEY

FROM: LARRY D. MYERS, CITY MANAGER

DATE: DECEMBER 18, 1992

SUBJECT: LEGAL OPINION ON CITY MARINA PUD

Commissioner Smith has asked that I respond firmly to the following questions prior to the meeting on January 11 or 13, 1993 of the Marina Problem Solving Ad Hoc Committee. I am forwarding these questions to you with supporting information for your legal response to said questions.

1) **Does the PUD for the City marina fall under the Comprehensive Plan since it was there first?**

The City Commission by Resolution No. 757, adopted March 5, 1985, granted a conditional use (PUD). I am not sure how F.S. 163.3215(3)(a), Standing to Enforce Local Comprehensive Plans through Development Orders, applies and its reference to October 1, 1985. What is our standing to enforce the November 6, 1990 Comprehensive Plan on a March 5, 1985 approved PUD? Attached are copies of Sections 163.3215(3)(a), 163.3233(1), 163.3194(4)(a) and 163.3197, Florida Statutes, which deal with prior existing Comprehensive Plans or elements thereof.

2) **If the marina investors default on the Hardee property, does the entire PUD come unglued and anything that the City and investors put back together come under the constraints of the Comprehensive Plan?**

Attached are copies of Resolution Nos. 757, 788 and 956 relating to the PUD approvals.

3) **Is there any possibility that if the PUD is altered that it would come under the County's Comprehensive Plan?**

Under the concept of home rule, I don't believe the Nassau County Comprehensive Plan or the Northeast Florida Regional Plan can override our local plan.

4) What is the impact of any changes to the marina PUD?

Attached is a copy of Section 159.256(A) and (B), Municipal Code of Ordinances.

Should you have questions, or if additional information is needed, please let me know.

LDM/vw
Attachments
cc: Honorable A. J. Smith, City Commissioner

City of Fernandina Beach

OFFICE OF
CITY ATTORNEY

13 North 4th Street
Fernandina Beach, FL 32034
904/261-2848

M E M O R A N D U M

TO: Larry D. Myers, City Manager, A. J. Smith, City Commissioner

FROM: Clyde W. Davis, City Attorney

DATE: January 10, 1993

RE: Marina Issues

Regarding the issues you've outlined for me, I would offer the following:

1) **Yes, the City Marina does fall under the comprehensive plan.** At present, the PUD for the marina and the comprehensive plan exist on a co-equal basis. That is, nothing in the Comp. Plan can repeal that which was authorized under the PUD as, in effect, the PUD is a reservation on capacity under the Comp. Plan. This does not mean that the PUD can violate the Comprehensive Plan but that, from a legal sense, the Plan already contemplates that the impact of the PUD is there. Therefore, the reasonable, economic expectations of the PUD developers as already permitted under the PUD resolution will not be defeated by the Comp. Plan. Any changes to the PUD would constitute "development activity" as defined in FS 163 and must comply with the Comp. Plan.

2) **Yes, the default under the Hardee lease could cause the PUD to "come unglued" as I understand your use of the term.** The effect of a default on the Hardee lease is not something as to which I should give an opinion without first pointing out that there may be an accusation of conflicting interest due to my relationship to the trustees of the trust and the stockholders of the corporation. I do not, however, represent those interests at the present time but you should use your independent judgement in evaluating this advice. With that in mind, please remember that the PUD is a commitment for unified development of a large tract in a manner that was not consistent with the original zoning of the property and which allows a "mixed" use of the property within the PUD zone. If the PUD is not developed as passed, the City may not receive the benefits it bargained for in granting the PUD. Likewise, the City may expose itself to liability if it deals for its own benefit at the expense of either the Hardee interest **or** the interest of the developers. Like a row of dominos, a default on

the lease could cause the whole structure of the PUD to collapse and create liability to the City. Based on my reply to item 1), above, I must answer the second part of this question as follows: **Yes, anything put together by the City and the investors after a default would be controlled by the comp. plan as such would constitute "development activity" as that is defined under FS 163.**

3) **Yes, it is possible, but unlikely, that an alteration to the development could come under the County's Comp. Plan.** We cannot, of course, pass a PUD that is controlling beyond our City Limits. The question then becomes one of locating exactly our corporate limits. My best guess (and I do qualify it as a "guess") is that in the event of litigation, the corporate limits would be placed at their recognized historic location which is the western edge of the platted water lots. A court could, however, follow the strict language of the charter and place it at the mean low water mark. In this second event, any modification of the PUD which occurs westward of the mean low-water mark would occur in the County and not within the City. Likewise, any development westward of the western boundary of the water lots is outside of our limits, regardless of where they may be placed by litigation. Thus, it would be subject to the language of the County Comp. Plan.

4) **The legal impact of changes to the PUD is simply that such changes must comply with the City comp. plan as it exists at the time the change is sought.** Beyond this, I cannot predict the legal impact of any change without more input as to the type of change contemplated.

CWD/lm

and the reasons that the substantially affected person considers the land development regulation to be inconsistent with the local comprehensive plan. The local government receiving the petition shall have 30 days after the receipt of the petition to respond. Thereafter, the substantially affected person may petition the state land planning agency not later than 30 days after the local government has responded or at the expiration of the 30-day period which the local government has to respond. The local government and the petitioning, substantially affected person may by agreement extend the 30-day time period within which the local government has to respond. The petition to the state land planning agency shall contain the facts and reasons outlined in the prior petition to the local government.

(4) The state land planning agency shall notify the local government of its receipt of a petition and shall give the local government and the petitioning, substantially affected person an opportunity to present written or oral testimony on the issue and shall conduct any investigations of the matter that it deems necessary. These proceedings shall be informal and shall not include any hearings pursuant to s. 120.57(1). Not later than 60 days nor earlier than 30 days after receiving the petition, the state land planning agency shall issue its written decision on the issue of whether the land development regulation is consistent with the local comprehensive plan, giving the grounds for its decision. The state land planning agency shall send a copy of its decision to the local government and the petitioning, substantially affected person.

(5)(a) If the state land planning agency determines that the regulation is consistent with the local comprehensive plan, the substantially affected person who filed the original petition with the local government may, within 21 days, request a hearing from the Division of Administrative Hearings, and a hearing officer shall hold a hearing in the affected jurisdiction no earlier than 30 days after the state land planning agency renders its decision pursuant to subsection (4). The parties to a hearing held pursuant to this paragraph shall be the petitioning, substantially affected person, any intervenor, the state land planning agency, and the local government. The adoption of a land development regulation by a local government is legislative in nature and shall not be found to be inconsistent with the local plan if it is fairly debatable that it is consistent with the plan. The hearing shall be held pursuant to s. 120.57(1), except that the order of the hearing officer shall be a final order and shall be appealable pursuant to s. 120.68.

(b) If the state land planning agency determines that the regulation is inconsistent with the local comprehensive plan, the state land planning agency shall, within 21 days, request a hearing from the Division of Administrative Hearings, and a hearing officer shall hold a hearing in the affected jurisdiction not earlier than 30 days after the state land planning agency renders its decision pursuant to subsection (4). The parties to a hearing held pursuant to this paragraph shall be the petitioning, substantially affected person, the local government, any intervenor, and the state land planning agency. The adoption of a land development regulation by a local government is legislative in nature and shall not be found to be inconsistent with the local plan if it is fairly debatable that it is consistent with the plan. The hearing shall be held pursuant to s. 120.57(1), except that the order of the hearing officer shall be the final order and shall be appealable pursuant to s. 120.68.

(6) If the hearing officer in his order finds the land development regulation to be inconsistent with the local comprehensive plan, the order will be submitted to the Administration Commission. An appeal pursuant to s. 120.68 may not be taken until the Administration Commission acts pursuant to this subsection. The Administration Commission shall hold a hearing no earlier than 30 days or later than 60 days after the hearing officer renders his final order. The sole issue before the Administration Commission shall be the extent to which any of the sanctions described in [1]s. 163.3184(8)(a) or (b) shall be applicable to the local government whose land development regulation has been found to be inconsistent with its comprehensive plan. If a land development regulation is not challenged within 12 months, it shall be deemed to be consistent with the adopted local plan.

(7) An administrative proceeding under this section shall be the sole proceeding available to challenge the consistency of a land development regulation with a comprehensive plan adopted under this part.

(8) The signature of an attorney or party constitutes a certificate that he has read the petition, motion, or other paper and that, to the best of his knowledge, information, and belief formed after reasonable inquiry, it is not interposed for any improper purposes, such as to harass or to cause unnecessary delay or for economic advantage, competitive reasons, or frivolous purposes or needless increase in the cost of litigation. If a petition, motion, or other paper is signed in violation of these requirements, the administrative hearing officer, upon motion or his own initiative, shall impose upon the person who signed it or upon a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of reasonable expenses incurred because of the filing of the petition, motion, or other paper, including a reasonable attorney's fee.

(9) Initiation of administrative review of determination of inconsistency of a land development regulation pursuant to this section shall not affect the validity of the regulation or a development order issued pursuant to the regulation.

History.—s. 15, ch. 85-55; s. 26, ch. 87-224.

[1]Note.—Amended and renumbered as s. 163.3184(11)(a) and (b) by s. 9, ch. 86-191.

163.3215 Standing to enforce local comprehensive plans through development orders.—

(1) Any aggrieved or adversely affected party may maintain an action for injunctive or other relief against any local government to prevent such local government from taking any action on a development order, as defined in s. 163.3164, which materially alters the use or density or intensity of use on a particular piece of property that is not consistent with the comprehensive plan adopted under this part.

(2) "Aggrieved or adversely affected party" means any person or local government which will suffer an adverse effect to an interest protected or furthered by

the local government comprehensive plan, 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, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.

(3)(a) No suit may be maintained under this section challenging the approval or denial of a zoning, rezoning, planned unit development, variance, special exception, conditional use, or other development order granted prior to October 1, 1985, or applied for prior to July 1, 1985.

(b) Suit under this section shall be the sole action available to challenge the consistency of a development order with a comprehensive plan adopted under this part.

(4) As a condition precedent to the institution of an action pursuant to this section, the complaining party shall first file a verified complaint with the local government whose actions are complained of setting forth the facts upon which the complaint is based and the relief sought by the complaining party. The verified complaint shall be filed no later than 30 days after the alleged inconsistent action has been taken. The local government receiving the complaint shall respond within 30 days after receipt of the complaint. Thereafter, the complaining party may institute the action authorized in this section. However, the action shall be instituted no later than 30 days after the expiration of the 30-day period which the local government has to take appropriate action. Failure to comply with this subsection shall not bar an action for a temporary restraining order to prevent immediate and irreparable harm from the actions complained of.

(5) Venue in any cases brought under this section shall lie in the county or counties where the actions or inactions giving rise to the cause of action are alleged to have occurred.

(6) The signature of an attorney or party constitutes a certificate that he has read the pleading, motion, or other paper and that, to the best of his knowledge, information, and belief formed after reasonable inquiry, it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or for economic advantage, competitive reasons or frivolous purposes or needless increase in the cost of litigation. If a pleading, motion, or other paper is signed in violation of these requirements, the court, upon motion or its own initiative, shall impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of reasonable expenses incurred because of the filing of the pleading, motion, or other paper, including a reasonable attorney's fee.

(7) In any action under this section, no settlement shall be entered into by the local government unless the terms of the settlement have been the subject of a public hearing after notice as required by this part.

(8) In any suit under this section, the Department of Legal Affairs may intervene to represent the interests of the state.

History.—s. 18, ch. 85-55.

163.3220 Short title; legislative intent.—

(1) Sections 163.3220-163.3243 may be cited as the "Florida Local Government Development Agreement Act."

(2) The Legislature finds and declares that:

(a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.

(b) Assurance to a developer that upon receipt of his development permit he may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(3) In conformity with, in furtherance of, and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(4) This intent is effected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.

(5) Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing.

History.—s. 19, ch. 86-191.

163.3221 Definitions.—As used in ss. 163.3220-163.3243:

(1) "Comprehensive plan" means a plan adopted pursuant to the "Local Government Comprehensive Planning and Land Development Regulation Act."

(2) "Developer" means any person, including a governmental agency, undertaking any development.

(3) "Development" means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

(a) The following activities or uses shall be taken for the purposes of this act to involve "development":

1. A reconstruction, alteration of the size, or material change in the external appearance of a structure on land.

2. A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure

and height and shall specify a place where a copy of the proposed agreement can be obtained.
History.—s. 22, ch. 86-191.

163.3227 Requirements of a development agreement.—

(1) A development agreement shall include the following:

(a) A legal description of the land subject to the agreement, and the names of its legal and equitable owners;

(b) The duration of the agreement;

(c) The development uses permitted on the land, including population densities, and building intensities and height;

(d) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development;

(e) A description of any reservation or dedication of land for public purposes;

(f) A description of all local development permits approved or needed to be approved for the development of the land;

(g) A finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;

(h) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

(i) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

(2) A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.
History.—s. 23, ch. 86-191; s. 31, ch. 91-45.

163.3229 Duration of a development agreement.— The duration of a development agreement shall not exceed 5 years. It may be extended by mutual consent of the governing body and the developer, subject to a public hearing in accordance with s. 163.3225.
History.—s. 24, ch. 86-191; s. 32, ch. 91-45.

163.3231 Consistency with the comprehensive plan and land development regulations.— A development agreement and authorized development shall be consistent with the local government's comprehensive plan and land development regulations.
History.—s. 25, ch. 86-191.

163.3233 Local laws and policies governing a development agreement.—

(1) The local government's laws and policies governing the development of the land at the time of the execution of the development agreement shall govern the development of the land for the duration of the development agreement.

(2) A local government may apply subsequently adopted laws and policies to a development that is subject to a development agreement only if the local government has held a public hearing and determined:

(a) They are not in conflict with the laws and policies governing the development agreement and do not prevent development of the land uses, intensities, or densities in the development agreement;

(b) They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;

(c) They are specifically anticipated and provided for in the development agreement;

(d) The local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement; or

(e) The development agreement is based on substantially inaccurate information supplied by the developer.

(3) This section does not abrogate any rights that may vest pursuant to common law.
History.—s. 26, ch. 86-191.

163.3235 Periodic review of a development agreement.— A local government shall review land subject to a development agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the development agreement. If the local government finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the local government.
History.—s. 27, ch. 86-191.

163.3237 Amendment or cancellation of a development agreement.— A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.
History.—s. 28, ch. 86-191.

163.3239 Recording of a development agreement. Within 14 days after a local government enters into a development agreement, the local government shall record the agreement with the clerk of the circuit court in the county where the local government is located. A copy of the recorded development agreement shall be submitted to the state land planning agency within 14 days after the agreement is recorded. The burdens of the development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.
History.—s. 29, ch. 86-191.

163.3241 Modification or revocation of a development agreement to comply with subsequently enacted state and federal law.— If state or federal laws are enacted after the execution of a development agreement which are applicable to and preclude the parties' compliance with the terms of a development agreement, such agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.
History.—s. 30, ch. 86-191.

an is due pursuant to s. 163.3167(2) may notify the ate land planning agency that it shall complete its eval- tion and appraisal report in accordance with this sec- on at the time specified or provided for submission of revised comprehensive plan in compliance with this art. Upon such notification, the state land planning gency shall extend any due dates established pursuant subsection (1).

History—s. 11, ch. 75-257; s. 10, ch. 85-55; s. 11, ch. 86-191.

163.3194 Legal status of comprehensive plan.—

(1)(a) After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this ct, all development undertaken by, and all actions aken in regard to development orders by, governmental gencies in regard to land covered by such plan or elenent shall be consistent with such plan or element as dopted.

(b) All land development regulations enacted or mended shall be consistent with the adopted comprehensive plan, or element or portion thereof, and any land evelopment regulations existing at the time of adoption hich are not consistent with the adopted comprehenive plan, or element or portion thereof, shall be mended so as to be consistent. If a local government lows an existing land development regulation which is inconsistent with the most recently adopted comprehensive plan, or element or portion thereof, to remain in ffect, the local government shall adopt a schedule for inging the land development regulation into conformy with the provisions of the most recently adopted comrehensive plan, or element or portion thereof. During he interim period when the provisions of the most ecently adopted comprehensive plan, or element or ortion thereof, and the land development regulations re inconsistent, the provisions of the most recently dopted comprehensive plan, or element or portion hereof, shall govern any action taken in regard to an pplication for a development order.

(2) After a comprehensive plan for the area, or element or portion thereof, is adopted by the governing ody, no land development regulation, land development code, or amendment thereto shall be adopted by he governing body until such regulation, code, or mendment has been referred either to the local planing agency or to a separate land development regulaon commission created pursuant to local ordinance, or both, for review and recommendation as to the relaonship of such proposal to the adopted comprehensive an, or element or portion thereof. Said recommendaon shall be made within a reasonable time, but no later han within 2 months after the time of reference. If a recommendation is not made within the time provided, then he governing body may act on the adoption.

(3)(a) A development order or land development egulation shall be consistent with the comprehensive an if the land uses, densities or intensities, and other spects of development permitted by such order or regulation are compatible with and further the objectives, olicies, land uses, and densities or intensities in the omprehensive plan and if it meets all other criteria enuerated by the local government.

(b) A development approved or undertaken by a local government shall be consistent with the comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of the development are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

(4)(a) A court, in reviewing local governmental action or development regulations under this act, may consider, among other things, the reasonableness of the comprehensive plan, or element or elements thereof, relating to the issue justiciably raised or the appropriateness and completeness of the comprehensive plan, or element or elements thereof, in relation to the governmental action or development regulation under consideration. The court may consider the relationship of the comprehensive plan, or element or elements thereof, to the governmental action taken or the development regulation involved in litigation, but private property shall not be taken without due process of law and the payment of just compensation.

(b) It is the intent of this act that the comprehensive plan set general guidelines and principles concerning its purposes and contents and that this act shall be construed broadly to accomplish its stated purposes and objectives.

(5) The tax-exempt status of lands classified as agricultural under s. 193.461 shall not be affected by any comprehensive plan adopted under this act as long as the land meets the criteria set forth in s. 193.461.

History.—s. 12, ch. 75-257; s. 1, ch. 77-174; s. 2, ch. 77-223; s. 12, ch. 80-358; s. 69, ch. 81-259; s. 11, ch. 85-55.

163.3197 Legal status of prior comprehensive plan. Where, prior to the adoption of a revised plan pursuant to s. 163.3167(2), a local government had adopted a comprehensive plan, or element or portion thereof, such adopted plan, or element or portion thereof, shall have such force and effect as it had at the date of adoption until a new comprehensive plan, or element or portion thereof, is adopted by or for such local government pursuant to the provisions of this act. The prior adopted plan, or element or portion thereof, may be the basis for meeting the requirement of comprehensive plan adoption set out in this act, provided all requirements of this act are met.

History.—s. 13, ch. 75-257; s. 12, ch. 85-55.

163.3201 Relationship of comprehensive plan to exercise of land development regulatory authority.—It is the intent of this act that adopted comprehensive plans or elements thereof shall be implemented, in part, by the adoption and enforcement of appropriate local regulations on the development of lands and waters within an area. It is the intent of this act that the adoption and enforcement by a governing body of regulations for the development of land or the adoption and enforcement by a governing body of a land development code for an area shall be based on, be related to, and be a means of implementation for an adopted comprehensive plan as required by this act.

History.—s. 14, ch. 75-257; s. 13, ch. 85-55.

163.3202 Land devel

(1) Within 1 year after prehensive plan for revie each county, each mun coastal management ele pursuant to s. 163.3177(6 ity in this state shall ado development regulations implement their adopted

(2) Local land develo specific and detailed pro to implement the adopte as a minimum:

(a) Regulate the sub

(b) Regulate the use use categories included ensure the compatibility for open space;

(c) Provide for protec

(d) Regulate areas s flooding and provide for agement;

(e) Ensure the prote tive lands designated in

(f) Regulate signage

(g) Provide that publ exceed the standard improvements element available when needed development orders and availability of these pub sary to serve the propos 1 year after its due dat planning agency's rule hensive plans pursuant ment shall not issue a which results in a redu the affected public fac provided in the compre ment.

(h) Ensure safe an considering needed ve

(3) This section sha use of innovative land include provisions su rights, incentive and i development, impact These and all other su and compiled into a s the jurisdiction. A go required if a local gove ment regulations mee

(4) The state land local government to s ment regulations, if it h that a local governme one or more of the required by this sec agency determines a local government that adopt regulations req tute an action in circui regulations. This actio

RESOLUTION NUMBER 755

IN RE: APPLICATION FOR CONDITIONAL USE NO. CU0784

WHEREAS, Angeline B. Mudd, has applied for a Conditional Use under Section 26-11 (K) of the Code of Ordinances of the City of Fernandina Beach, Florida, Application No. CU0784; and

WHEREAS, the Planning Advisory Board has considered such application and rendered its report and recommendations on the same; and

WHEREAS, Notice of Hearing on such application was published in the News-Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on January 9, 1985 and on January 30, 1985, and also posted on the subject property; and

WHEREAS, a public hearing was held on such application by the City Commission of the City of Fernandina Beach, Florida, on February 5, 1985; and

WHEREAS, after consideration of the testimony and evidence presented on such application and at the public hearings thereon, the City Commission made the following findings:

1.) That the Commission (is/is not) empowered under Section _____ of the Zoning Code of the City of Fernandina Beach, to grant the conditional use described in the application.

2.) That the grant of the conditional use (will/will not) adversely affect the public interest of health, safety and welfare.

3.) That the specific rules governing the conditional use, if any, as required by Section _____ of the Zoning Code (have/have not) been met, and that satisfactory provisions and arrangements (have/have not) been made concerning those certain matters specified in Section 26-11(K)(4), (a) through (h) of the Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the CITY COMMISSION of the CITY OF FERNANDINA BEACH, FLORIDA, at its meeting duly called and assembled, that Application for Conditional Use No. CU0784, filed by Angeline B. Mudd, be and the same is hereby (approved/denied), subject to the following conditions:

ADOPTED this 5th day of February, 1985.

CITY COMMISSION OF THE
CITY OF FERNANDINA

City of Fernandina Beach

Florida

32034

December 21, 1984

To: F. B. Jones, City Manager
From: Planning Advisory Board
Subject: Planning Advisory Board meeting 12/19/84

After a presentation by Bob Allison of the various proposals for achieving commercial zoning consistent with C3 in the IW zone to be developed by the Centre Street Waterfront Group the Board reiterated its unanimous decision at the December 5, 1984 meeting. That decision requests the submission of an application by CSWG for a conditional use under the City's Planned Unit Development ordinance. The matter was tabled pending a public hearing at the 1/2/85 Board meeting if advance notice requirements can be met for that date.

Progress reports on a sign ordinance were postponed until the 1/2/85 meeting.

Consideration of a proposal to revise residential zone densities was postponed until the first regular meeting in February.

A conditional use application, CU0784, was considered in public hearing, and by unanimous action was approved subject to the following stipulations:

1. No more than 15 children will be accomodated.
2. Traffic to the child care center will enter on the south leg of Oak Grove Street (a horse shoe shaped street), returning to 14th Street on the north leg of the horse shoe.
3. State licenses and permits are granted.

During the public hearing on conditional use application CU0984 Mrs. Hall stated that she did not intend selling sandwiches for on-site consumption and no seating will be provided for the public. This qualifies as a permitted use under item 8. (delicatessen) of the R2-C zone. The thrust of item 13. of the zoning code appears to allow the sale of home heating oil, although this commodity is not specifically described. It was the unanimous opinion of the Board that the above descfibed activities should be permitted after Mrs. Hall alters the front cement block wall to provide two parking spaces.

After the public hearing on conditional use application CU1084 for a church office and conference room at 512 Alachua Street the Board approved it unanimously.

As the result of the pre-application conference Mr. Henry Turney(represented by Mr. Charles Burns) will withdraw rezoning application RZ0684 and submit a proposal for conditional use under a P.U.D.

J. A. Bartelt
Chair

RESOLUTION NUMBER 748

A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE FILING OF APPLICATION WITH THE DEPARTMENT OF COMMERCE, STATE OF FLORIDA, FOR A SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT, ECONOMIC DEVELOPMENT CATEGORY.

WHEREAS, under the terms of the Small Cities Community Development Block Grant Program, the Department of Commerce has authorized the making of grants to public bodies for purposes of community development activities:

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

Section 1. The City Manager is hereby authorized to execute and file an application on behalf of the City of Fernandina Beach with the Department of Commerce, State of Florida, for a grant in financing the Centre Street Waterfront Group project creating low and moderate income jobs.

Section 2. That the above named authorized representative is hereby authorized and directed to furnish such information as the Department of Commerce, State of Florida, may reasonably request in connection with the application which is herein authorized to be filed and further is authorized to accept any offer of grant which may be tendered by the Department of Commerce, State of Florida.

The vote was: 5 Yeahs,
0 Nays,
0 Absent.

ADOPTED this 11th day of December, 1984.

Ben Sorensen

BEN SORENSEN
Mayor/Commissioner

ATTEST:

Vicki P. Wingate

VICKI P. WINGATE
City Clerk

After some discussion, a motion was made by Commissioner Roberts, seconded by Mayor Sorensen, to approve Ordinance No. 676 on first reading as amended. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

****

The third item on the agenda was discussion with Mr. Mike Langton, Langton & Associates, concerning the status of the CDBG Economic Development Grant submitted by the City. Mr. Langton came before the Commission and stated that the final application submitted for the Centre Street Waterfront Group was significantly changed in terms of the scope of dollars from the last meeting that the Commission had held on same. He stated that it had become apparent in the preparation of the grant application that the entire project could not be accomplished within the State guidelines, as far as being completed in 18 months. He stated that they had slimmed the project back to phase one of their two phased project instead of both phases, which meant that the project total amount was $2,426,161. He stated that the grant amount was still $675,000 and the Centre Street Waterfront Group still had enough matching funds to qualify for the program. He stated that the changes did not have a negative effect on the application.

Mr. Bob Allison, representing the CSWG, came before the Commission and stated that they did not realize until midway into the application that the entire amount to be spent on the marina must be spent within 18 months. He stated that the entire amount was still $5.9 million but that only $2.4 million of that amount was stated in the application as they did not feel comfortable in stating $5.9 million would be spent in a period of 18 months. Mr. Langton stated that it reduced the match but he felt the project was a good one and would fare very well in the grant process.

Commissioner Sapp inquired as to how the $27,000 which was allocated for the administration of the grant would be used. Mr. Langton stated that the City could either use the money for City staff to administer the grant or hire a grants agency to administer the grant.

After some discussion, Mr. Langton concluded that the project was a very strong project and that it had been a pleasure working for the City through the Northeast Florida Regional Planning Council.

****

The fourth item on the agenda was consideration of

LANGTON ASSOCIATES, INC.
4244 ST. JOHNS AVE. ☐ JACKSONVILLE, FLORIDA 32210 ☐ (904) 387-3342

November 22, 1985

Ms. Vicki Wingate
City Clerk
City of Fernandina Beach
P.O. Box 668
Fernandina Beach, FL 32034

Dear Vicki:

Please find enclosed a copy of the form you need to send to the Department of Community Affairs upon completion of your local public comment period. All you need to do is attach a copy of the advertisement (November 27 - legal ad) and any copies of comments from citizens. This form can be sent in on the close of business Thursday, December 12, 1985 or the following day (December 13). The form cannot be sent prior to the completion of your local 15 day waiting period which ends on the close of business Thursday, December 12, 1985.

In addition, be sure to have Mayor Roberts sign the form you are sending in. The address to mail the form to is:

Department of Community Affairs
Community Redevelopment
2571 Executive Center Circle E
Tallahassee, FL 32301

I know all of this sounds confusing, but I will call you to remind you when things are due, etc.

Call me with any questions or concerns you may have.

Sincerely,

Maureen France
Public Affairs Consultant

MEF:sco
Enclosure

NOTICE TO PUBLIC OF FINDING OF NO SIGNIFICANT IMPACT
AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

Date: November 27, 1985
Recipient: City of Fernandina Beach
Address: P.O. Box 668
Fernandina Beach, FL 32034
Contact: Vicki Wingate, City Clerk 261-4168

To All Interested Agencies, Groups and Persons:

The purpose of this notice is to identify two separate, but related, actions to be taken by the Fernandina Beach City Commission.

On or about January 1, 1986, the above-named recipient will request that the Department of Community Affairs (DCA) release Small Cities Program Funds for the following project:

Centre Street Marina
Project Title or Name

Redevelopment & Revitalization of Water Front Marina
Purpose or Nature of Project

Fernandina Beach (Nassau Co.), Florida
Location (City, County, State) of Project

$675,000
Estimated Cost of Project

1. Finding of No Signifcicant Impact

It has been determined that such Request for Release of Funds will not constitute an action significantly affecting the quality of the human environment and accordingly, the above-named recipient has decided not to prepare an Environmental Impact Statement under the National Environmental Policy Act of 1969 (O.L. 91-190).

The reasons for the decision to not prepare an Environmental Impact Statement are as follows: The State Clearinghouse has determined this project to be in compliance with State plans, programs and procedures.

Previous concerns by various state agencies have been resolved by the Centre Street Waterfront Group and the City of Fernandina Beach.

The initial concerns that were express and resolved are regarding the following:

a. The Florida Manatee inhabits the portion of the Amelia River where the marina sits.
b. Spartina Alterniflora wetlands will be filled.
c. Degraded water quality in the Amelia River.

d. Inconsistencies with Chapter 403, F.S.

e. Inconsistencies will the Florida Coastal Management Program.

f. Permits required.

g. Activities associated with the marina expansion may not meet permitting criteria.

h. Requires excessive dredging.

i. Adverse impacts of oil, gas or other waste spills.

j. Metal concentrations may be resuspended in the water due to dredging, therefore, degrading water quality and contaminating the marine food web.

An Environmental Review Record (ERR) which documents the Environmental Review of the project has been made by the recipient. This ERR is on file at the above address and is available for public examination and copying, upon request.

No further environmental review of such project is proposed to be conducted prior to the Request for Release of Small Cities funds.

2. Public Comments on Finding

All interested agencies, groups and persons disagreeing with this decision are invited to submit written comments for consideration by the recipient to Ms. Vicki Wingate, City Clerk, P.O. Box 668, Fernandina Beach, FL 32034. Comments should specify which notice (Finding of No Significant Impact, or Intent to Request Release of Funds), is being addressed. Such written comments must be received on or before 12/12/85. All such comments so received will be considered and the recipient will not request the release of funds or take any administrative action on the above-named project prior to the date specified in the preceding sentence.

3. Release of Funds

The Fernandina Beach City Commission will undertake the project described above with Small Cities/Community Development Block Grant funds from DCA. This notice also certifies that Donald W. Roberts, serving in the capacity of Mayor, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to environmental reviews, decision-making and action; and that these responsibilities have been satisfied. The legal effect of the certification is that upon its approval the above-named recipient may use Small Cities Program funds and DCA will have satisfied its responsibilities under the National Environmental Policy Act of 1969.

4. Objections to Release of Funds

DCA will accept an objection to its approval only if it is on one of the following bases: a) that the certification was not in fact executed by the Chief Elected Officer; or b) that the recipient's Environmental Review Record for the project indicates omission of a required decision finding or step applicable to the program in the Environmental Review process. Objections may be addressed to Florida Department of Community Affairs, Bureau of Community Assistance, 2571 Executive Center, Circle, East, Tallahassee, Florida 32301.

Objections to the release of funds on basis other than those stated above will not be considered by DCA. No objection received after December 30, 1985, will be considered.

Don W. Roberts, Mayor
P.O. Box 668
Fernandina Beach, FL 32034

(name and address of the Chief Elected Officer of Recipient)

****Estimate this date from the time the recipient anticipates DCA will receive the Request for Release of Funds. Allow three days for mail transmission between the recipient and DCA.

3.10 Fill and Wetlands

Sheet 2 shows the area proposed for fill. Also shown is the approximate area of vegetation. Area delineations are shown on the drawing.

4.0 Hydrographic Study

The hydrologic characteristics of the Amelia River are discussed in Appendix A. This material has been reproduced from the report entitled "Port of Fernandina/Amelia River Basin Natural Resources and Economic Development Study" prepared by Russell and Axon, and P.R.C. Harris, Inc. In general, this description supports the general degradation of water quality that exists in the Amelia River.

The marina will have no additional impact on water quality. Some temporary impacts will be realized from localized turbidity increases due to the dredging activity. Effluent dispersion studies performed by E.G. & G. in 1980 indicate that the Amelia River is a well mixed estuary. Dye dispersion discharged at the Container Corporation site indicated that rapid dilution of pollutants occur and are dispersed throughout the water column. Dilution ratios of 5,000:1 and 6,000:1 were recorded as maximum for flood and ebb tide conditions. The attached figures show estimates of minimum dilution ratios for the survey performed. Based upon these dilution ratios any discharge which might occur from marina activities would be reduced to levels acceptable to Class III water quality standards. In general, a discharge concentration is reduced by a factor of ten in one hour, a factor of one hundred in two hours and a factor of a thousand in three hours.

A recent intensive survey was conducted on the Amelia River in the summer of 1982 by DER. Water quality and physical parameters were measured for a number of stations in the Amelia River. Violations of Class III standards were measured in dissolved oxygen during the months of July and August. Analysis for metals during this study showed that generally levels were well within regulations. The expansion of the marina facility should improve water circulation in the existing marina. Boat slips will be located further from shore and more exposure will be given to flushing currents.

A comprehensive study of siltation at Fernandina Beach Marina was performed by the University of Florida at Gainesville in 1979. Sediment movement in the river adjacent to the marina is influenced by the relatively complex tidal circulation governed by the Amelia River and Lanceford Creek. More than 50% of the sediment consists of clay, silt, and the remaining 50% is fine to medium quartz sand and marine organic matter. Grain size distribution curves from samples collected in and adjacent to the marina are shown in the attached figures. Measurements of flow circulation in the marina indicate a fair amount of circulation does exist in the basin. Corresponding flow velocities were measured to be on the order of .1 ft per second through the basin. Estimated flushing time is therefore on the order of about 1 hour or 1/6 the period of flood or ebb tide. Estimates of

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MAR 20 1985

siltation in the existing marina are between 100 and 150 cubic yards per year. If this rate continues, it translates into approximately 0.05 ft/yr to 0.075 ft/yr. The rates may actually decrease once the existing bulkhead is replaced to eliminate backfill piping problems. In addition, since the marina will be moved into deeper water, flushing will improve, thereby reducing siltation rates.

I trust that this information is satisfactory and our application may be moved to the complete status for permit evaluation and processing. Please contact me should you need any additional information.

Yours very truly,

CENTRE STREET WATERFRONT GROUP

Robert S. Allison
President

Attachments:
- Set of revised permit drawings embossed with PE seal
- Aerial photograph of project area (2 copies)
- Sheet 1 - Plan of development
- Sheet 2 - Plan of dredging and fill
- Sheet 3 - Location of offshore disposal site
- Figure - Time to achieve 2-ft. of clear liquid
- Figure - Measured dilution ratios, Amelia River near marina site
- Report - "Chemical and Physical Characteristics of Sediments, Elutriates and the Water Column from the Marina Site at Fernandina Beach of Centre Street Waterfront Group," 1985
- Log of borings, Fernandina Beach Marina, 1962
- Log of boring, gradation curve, and suspended sediment-time rate curves, Cut 7 of Amelia River near proposed Channel Widener (Corps boring no. CB-FH-M6, 1979)
- Gradation curve; Fernandina Beach Marina sediment samples, 1979
- Containment area design calculations
- Appendix A: Excerpt from report "Port of Fernandina/Amelia River Basin Natural Resources and Economic Development Study" by Russell & Axon, April 1981.

RECEIVED PERMIT
MAR 20 1985

DRAFT

FORM FDC/CDBG-1

FLORIDA DEPARTENT OF COMMERCE
SMALL CITIES CDBG PROGRAM
ECONOMIC DEVELOPMENT CATEGORY
A. APPLICATION SUMMARY

9) Congressional District: 3
10) Senate District: 7
11) House District: 11

Legal Applicant/Recipient

1) Name of Applicant:
City of Fernandina Beach

2) Address:
P.O. Box 668
Fernandina Beach, FL 32034

3) Telephone No.:
(904) 261-4168

4) County:
Nassau

Local Contact Person

5) Name of Contact:
Ferris Jones

6) Title:
City Manager

7) Address:
P.O. Box 668
Fernandina Beach, FL

8) Telephone No.:
(904) 261-4168

12) Type of Submission (check)

XX Original Application

_____ Amendment, Date_____ #

13) City Applicant XX (check one)

14) County Applicant_____

15) Joint Applicant_____

16) Resolution Attached XX

Dated 2/19/85

17) Population of Jurisdiction: 7,224

18) Brief Project Description: The Centre Street Waterfront Group intends to redevelop and revitalize the municipally owned waterfront in downtown Fernandina Beach. The project will include 2 full service restaurants, a 49 slip marina, & 16,000 sq. ft. of commercial retail space. The project will employ 82 persons of which 100% of these jobs will benefit low and moderate income.

19) Total Project Costs
$ 2,426,161

20) ~~XXXXX~~ CDBG Funds Requested.
$ 675,000

21) Prior CDBG Funds:

Amount(s):	Year(s) Funded:
$ 416,000	1983-84

22) I, the undersigned authorized representative of the applicant, certify that to the best of knowledge and belief, data in this application is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attach certifications and assurances if assistance is approved.

23) Typed Name and Title of Chief Elected Official:
Ben Sorensen, Mayor

24) Signature: Ben Sorensen

25) Dat 3/4/85

City of Fernandina Beach

Florida 32034

OFFICE OF
THE MAYOR

November 8, 1984

Mr. R. Daniel Castle, AICP
Executive Director
Northeast Florida Regional
Planning Council
8641 Baypine Road, Suite 9
Jacksonville, Florida 32216

Dear Mr. Castle:

This letter will serve as the City of Fernandina Beach's official request for the Northeast Florida Regional Planning Council to provide the City of Fernandina Beach with assistance in preparing an application for a Small Cities Community Development Block Grant.

This request is in accordance with letter dated October 19, 1984 from John M. DeGrove, Secretary, Department of Community Affairs, in reference to "Notice of Funds Availability".

Sincerely,

CITY OF FERNANDINA BEACH

Ben Sorensen

Ben Sorensen
Mayor/Commissioner

BS/vw

SMALL CITIES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

ECONOMIC DEVELOPMENT CATEGORY

Introduction

The Florida Small Cities Community Development Block Grant Act, Chapter 83-205, Laws of Florida, gives the Department of Commerce, via the Interagency Agreement with the Department of Community Affairs, the authority to administer and implement the Economic Development category of the Small Cities CDBG Program and sets forth guidelines for the distribution of funds in the form of grants to units of general government as is authorized by Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. s. 5301 et seq.).

The intent of the Department of Commerce's program for administering the Economic Development portion of the Small Cities CDBG Program is to assist local governments in their initiatives to expand employment opportunities primarily for low and moderate income people.

Eligible Applicants

Small cities are incorporated units of general local government with populations of less than 50,000 and counties with populations of less than 200,000 and are the only applicants eligible to apply for grants under the Florida Small Cities CDBG Program.

FIRST AND SECOND QUARTER

PRE-DEVELOPMENT FEES

GEOTECHNICAL	$17,000
ENGINEERING	65,000
ARCHITECTURAL	42,000
LEGAL	122,000
ADMINISTRATIVE	85,000
BOND FINANCING	124,000
LAND LEASES	13,000
	468,000

EXPENDITURE ESTIMATES

	C.D.B.G.	DOT.	C.S.W.G.	PHOENIX CONCEPTS	ATLANTIC BAIT	FEES	STREET UTILITIES	PARKING LOT	FIXED DOCKS	FLOAT DOCKS
QUARTER #1										
Jan, Feb, March '86	0	0	0	0	0	0	0	0	0	0
QUARTER #2										
Apr., May, Jun. '86	0	0	0	0	0	0	0	0	0	0
QUARTER #3										
July, Aug, Sept '86										
C.D.B.G.	145000	0	0	0	0	50000	0	0	0	0
D.O.T.	0	20000	0	0	0	10000	10000	0	0	0
C.S.W.G.	0	0	1339000	0	0	0	20000	30000	155000	113400
Phoenix Concepts	0	0	0	0	0	0	0	0	0	0
Atlantic Bait	0	0	0	0	20000	20000	0	0	0	0
QUARTER #4										
Oct, Nov, Dec. '86										
C.D.B.G.	325000	0	0	0	0	35000	50000	60000	0	0
D.O.T.	0	40000	0	0	0	0	40000	0	0	0
C.S.W.G.	0	0	0	0	0	0	0	0	0	0
Phoenix Concepts	0	0	0	15000	0	15000	0	0	0	0
Atlantic Bait	0	0	0	0	0	0	0	0	0	0
QUARTER #5										
Jan, Feb, Mar. '87										
C.D.B.G.	180000	0	0	0	0	0	0	0	0	0
D.O.T.	0	40000	0	0	0	0	40000	0	0	0
C.S.W.G.	0	0	0	0	0	0	0	0	0	0
Phoenix Concepts	0	0	0	235000	0	0	0	0	0	0
Atlantic Bait	0	0	0	0	180000	0	0	0	0	0
	650000	100000	1339000	250000	200000	130000	160000	90000	155000	113400

RESOLUTION NO. 48

Resolution of Governing Board of Applicant

RESOLUTION AUTHORIZING FILING OF APPLICATION WITH THE DEPARTMENT OF COMMERCE. STATE OF FLORIDA, FOR A SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT, ECONOMIC DEVELOPMENT CATEGORY.

WHEREAS, under the terms of the Small Cities Community Development Block Grant Program, the Department of Commerce has authorized the making of grants to public bodies for purposes of community development activities:

NOW, THEREFORE, BE IT RESOLVED BY FERNANDINA BEACH CITY COMMISSION, that

1. The ~~Ex-Officio Clerk~~ City Manager is hereby authorized to execute and file an application on behalf of the City of Fernandina Beach with the Department of Commerce, State of Florida, for a grant in financing the Centre Street Waterfront Group project creating low and moder income jobs.

2. That the above named authorized representative is hereby authorized and directed to furnish such information as the Department of Commerce, State of Florida, may reasonably request in connection with the application which is herein authorized to be filed and further is authorized to accept any offer of grant which may be tendered by the Department of Commerce, State of Florida.

The vote was: 5 Yeahs,
0 Nays,
0 Absent.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly authorized and acting Ex-Officio Clerk does hereby certify: that the above mentioned resolution is a true and correct copy of the resolution, authorizing the filing of application with the Florida Department of Commerce, as regularly adopted at a legally convened meeting of the Fernandina Beach City Commission, duly held on the _____ day of _____, 1984; and further that such resolution has been fully recorded in the journal of proceedings in my office.

In witness whereof, I have hereunto set my hand this _____ day of _____, 1984.

_____ LOCAL OFFICIAL

_____ TITLE

_____ RECORDING OFFICER

_____ TITLE

RESOLUTION NO. 48

Resolution of Governing Board of Applicant

RESOLUTION AUTHORIZING FILING OF APPLICATION WITH THE DEPARTMENT OF COMMERCE. STATE OF FLORIDA, FOR A SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT, ECONOMIC DEVELOPMENT CATEGORY.

WHEREAS, under the terms of the Small Cities Community Development Block Grant Program, the Department of Commerce has authorized the making of grants to public bodies for purposes of community development activities:

NOW, THEREFORE, BE IT RESOLVED BY FERNANDINA BEACH CITY COMMISSION, that

1. The ~~Ex-Officio Clerk~~ City Manager is hereby authorized to execute and file an application on behalf of the City of Fernandina Beach with the Department of Commerce, State of Florida, for a grant in financing the Centre Street Waterfront Group project creating low and moder income jobs.

2. That the above named authorized representative is hereby authorized and directed to furnish such information as the Department of Commerce, State of Florida, may reasonably request in connection with the application which is herein authorized to be filed and further is authorized to accept any offer of grant which may be tendered by the Department of Commerce, State of Florida.

The vote was: 5 Yeahs,
0 Nays,
0 Absent.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly authorized and acting Ex-Officio Clerk does hereby certify: that the above mentioned resolution is a true and correct copy of the resolution, authorizing the filing of application with the Florida Department of Commerce, as regularly adopted at a legally convened meeting of the Fernandina Beach City Commission, duly held on the _____ day of _____, 1984; and further that such resolution has been fully recorded in the journal of proceedings in my office.

In witness whereof, I have hereunto set my hand this _____ day of _____, 1984.

_____ LOCAL OFFICIAL

_____ TITLE

_____ RECORDING OFFICER

_____ TITLE

(NOTE TO PUBLISHER: Please publish the below in the 11-14-84 edition of the News-Leader. The ad should be 4 x 6½ and placed in a section other than legal or classified. Please send bill, along with Proof of Publication, to City of Fernandina Beach, P.O. Box 668, Fernandina Beach, FL 32034, Attn: Vicki P. Wingate. Thankyou.)

City of Fernandina Beach

NOTICE OF PUBLIC HEARING

The City Commission of the City of Fernandina Beach, Florida is considering applying to the Florida Department of Commerce for a Small Cities Community Development Block Grant for economical development of up to $675,000.00. The purpose of this program is to assist local governments in their efforts to expand employment opportunities primarily for low and moderate income people. The intent of the program is to assist private for profit business in the creation and retention of permanent jobs. The City Commission, if awarded this grant, will have the option to grant or loan the funds to a local business for the following eligible activities:

- Acquisition of property
- Acquisition, construction or rehabilitation of commercial and industrial buildings and structures
- Purchase of machinery and equipment with a useful life of at least five years
- Energy conservation improvements designed to encourage the efficient use of energy resources
- Public, commercial or industrial real property improvements including railroad spurs and similar extensions tied to a specific project

ALL BUSINESSES LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF FERNANDINA BEACH ARE ELIBIBLE TO SUBMIT APPLICATION. These are specific Department of Commerce guidelines and requirements and all applications must be submitted according to those guidelines and specifications. A copy of the guidelines and specifications is available at the office of the City Manager, City Hall, 204 Ash Street, Fernandina Beach, Florida, between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday.

ALL APPLICATIONS MUST BE SUBMITTED BY 5:00 P.M. ON NOVEMBER 28, 1984, TO THE CITY MANAGER'S OFFICE. Applications that do not meet specific requirements of the Department of Commerce guidelines shall be rejected.

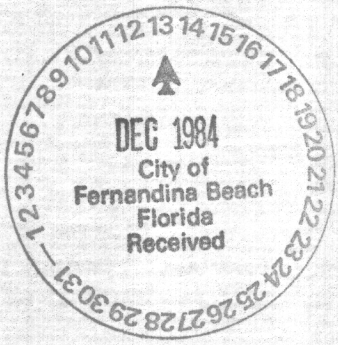
A PUBLIC HEARING WILL BE HELD AT THE CITY COMMISSION MEETING CHAMBERS, 101 SOUTH SECOND STREET, FERNANDINA BEACH, FLORIDA, ON DECEMBER 4, 1984 AT 7:30 P.M., TO ① PH to RECEIVE CITIZENS' INPUT AND APPOINT A ② CITIZENS ADVISORY TASK FORCE TO ASSIST IN THE DEVELOPMENT OF THE PARTICULAR PROJECT. ③ Res approving applying for CDBG ④ Fair Housing Res.

-s- Vicki P. Wingate
City Clerk
City of Fernandina Beach, Florida

PHILIP D. KNAPP
CERTIFIED PUBLIC ACCOUNTANT

MEMBER:
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

1501 SOUTH 8TH STREET
FERNANDINA BEACH, FLORIDA 32034
904/261-2870



December 11, 1984

City of Fernandina Beach
Mr. Ferris Jones
City Manager
101 S. 2nd Street
Fernandina Beach, Fl. 32034

Dear Mr. Jones:

I have decided to withdraw my application for the Small Cities Community Development Block Grant program.

The primary reason for withdrawing the application is so that my firm will not potentially impair its independence with the City of Fernandina Beach. In the long term, this is more important to me than the current Small Cities Community Development Block Grant program.

Please call or write if you have any questions.

Sincerely,

Philip D. Knapp

Philip D. Knapp

PDK:cac

STATE OF FLORIDA
ECONOMIC DEVELOPMENT GRANT PROGRAM
COMPARATIVE ANALYSIS

PROPOSED APPLICANTS	TOTAL PROJECT COSTS	GRANT REQUEST	NEW FULL TIME JOBS	% LOW TO MODERATE INCOME	% OF $ OTHER THEN STATE	Avg COST PER JOB	LANGTON ASSOCIATES RATING
Phillip D. Knapp, Purchase, renovate and construct commercial building in downtown	$600,000	$200,000	7 Withdrawn	100%	66%	$25,571	Poor
Centre Street Waterfront Group Redevelop and revitalize municipally owned water-front in downtown	$5.9 Million	$675,000	82	100%	89%	$8,232	Excellent
Shoney's Inn, Restaurant & Convention Center Construction on Sadler Road	$3.5 Million	$675,000	95	92% 87.4	81%	$7,105	Excellent
Security Self Storage Construction of additional storage units	$167,674	$ 42,000	3	100%	75%	$14,000	Poor

Maureen Babcock

PREPARED BY LANGTON ASSOCIATES, INC.
4244 ST. JOHNS AVENUE
JACKSONVILLE, FLORIDA 32210

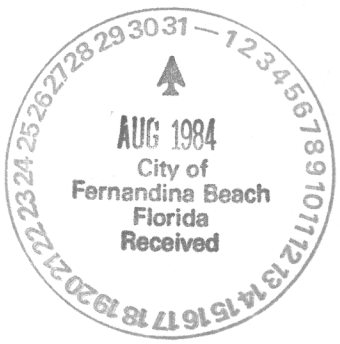
Centre Street Waterfront Group

Dear Mr. Jones,

Per your request enclosed is a copy of the eligibility requirements and qualifications for the City's participation in the Community Development Block Grant Program. This single grant for $700,000.00 plus for waterfront improvements can clearly provide the solid financial foundation necessary for the City and C.S.W.G. to move forward with the proposed developments. We need this grant... To meet all the qualifications on the enclosed fact sheet, per item #4, the balance of our financing must be in place. To accomplish this it is necessary for the C.S.W.G. and the City of Fernandina Beach to have a written agreement that will guarantee the C.S.W.G. the opportunity to take this project thru to completion. Tuesday night we need the City Commissions authorization to complete this agreement so that we may meet our October deadline.

Sincerely Yours,

Anne T. Coonrod



P. O. Box 1481 / Fernandina Beach, Florida 32034

LANGTON ASSOCIATES, INC.
4244 ST. JOHNS AVE. ☐ JACKSONVILLE, FLORIDA 32210 ☐ (904) 387-3342

Sent to Wesley 12/3/84

December 3, 1984

Dear Vicky:

Attached is the information you requested. This is only a guide. It may be used in this form or you may choose to alter it a bit, however, there are sections where I have indicated that are required for the application--in order to receive any points. The ordinance is worth 50 points, which for Community Development Block Grants, often can make the difference between funding and not funding.

If I may help you in preparing this ordinance, please feel free to call on me. I will be happy to answer any questions you may have.

Sincerely,

Maureen

Maureen Babcock

* new requirements (for points)

FAIR HOUSING STRATEGY ORDINANCE
GUIDE

I. GOAL

It is hereby declared that the City of Fernandina Bch. [illegible] will take all actions within its power to achieve equal opportunity for all persons to live in decent housing facilities regardless of race, color, religion, sex, or national origin, and to that result, to eliminate discrimination in housing in the community.

II. STRATEGY OBJECTIVES AND IMPLEMENTATION ACTIVITIES

1. SPECIFIC OBJECTIVE #1

To disseminate official policies on equal opportunity and nondiscrimination in housing; to enhance an atmosphere of acceptance and enthused confirmation among residents and the housing industry in the community.

IMPLEMENTATION ACTIVITY #1

The Fernandina Bch. City Council will establish policies to deter discrimination and equalize freedom of choice in housing for all inhabitants.

* The City Planning Board Zoning will act as enforcement officer for these policies.

2. SPECIFIC OBJECTIVE #2

To organize a Fair Housing Advisory Committee comprized of a blend of local, concerned residents. This Fair Housing Advisory Committee will survey any restrictive or discriminatory barriers i.e., land use, or development practices, or zoning codes of minorities and non-minorities where such obstacles appear to hinder the dispersal of assisted housing.

IMPLEMENTATION ACTIVITY #2

The Fair Housing Advisory Committee will make a survey of neighborhoods and analysis of existing housing development practices to evaluate and determine what factors contribute to the establishment of concentrated areas of lower income and minorities, including women. This survey should include interviews with persons who have lived in the community a long time so that a traditional over-view may be interpreted as to any trends present. This survey should also include interviews with new-comers who may wish to compare what they have experienced in other communities with what they are currently experiencing in Nassau. This survey should also include parent-teacher organizations and local school officials who may have helpful insights concerning any barriers. Any deficiencies found therein will be reconciled to the objectives of this Fair Housing Strategy; therefore attempts to remove constricting barriers to assisted housing or other housing will be initiated.

3. SPECIFIC OBJECTIVE #3

To provide consumer/rental information and assistance to all minorities and women (lower income stressed), as they seek housing, to include a focus on areas outside minority or low income concentrations.

IMPLEMENTATION ACTIVITY #3

Information and counseling assistance, to include but not be limited to lower income and/or minority concentration areas, with regard to housing sought, can be obtained via the following:

a. City Hall will provide a roster available to the public listing individuals who are available for counseling to those seeking housing. Such individuals will have information regarding rights of individuals, available rental/sale units, and possible alternative financing.

b. Fair Housing and Civil Rights Organizations will have identical information on file in their institution.

c. The Housing Industry to include financial institutions, developers and real estate agents, will have identical information on file within their respective institutions.

d. The Chamber of Commerce, civic and social organizations and professional organizations with an interest in the elimination of discrimination will have access to associated materials through discussions and/or presentations.

e. This housing opportunity data will be updated bi-annually.

* f. PROVIDE NATIONAL FAIR HOUSING TOLL FREE NUMBER (1-800-424-8590) TO PUBLIC.

Note: This variety of supporting organizations having pertinent information on hand, should provide all interested persons the opportunity to use this information to obtain desired housing.

4. SPECIFIC OBJECTIVE #4

To provide an avenue of relief for any individual who has a complaint of discrimination.

IMPLEMENTATION ACTIVITY #4

Any individual who suspects that a discriminatory practice exists may file a written statement with the Commission or its appointed board, such as an Adjustment Board within thirty (30) days after the alleged practice occurs. The Commission or Adjustment Board shall then attempt to resolve said complaint with the County Attorney present. Failure to achieve a solution acceptable to both parties through this process, shall cause the County Attorney to forward the complaint and all testimony to the appropriate court. PUBLISH NATIONAL FAIR HOUSING TOLL FREE NUMBER (1-800-424-8590).

*

5. SPECIFIC OBJECTIVE #5

To motivate members of the housing industry to take action to overcome any existing patterns of discriminatory institutionalized practices of segregation or red-lining in the provision of housing and housing credit to minorities and women.

IMPLEMENTATION ACTIVITY #5

Voluntary Affirmative Marketing Agreements between, but not limited to, real estate brokers, lenders, builders, developers, and the U.S. Department of Housing and Urban Development. Meetings and coordinative activities will be scheduled as needed. ANNUAL REVIEW OF LOCAL BUILDING AND LAND USE REGULATORY PRACTICES TO DETERMINE EFFECTS UPON HOUSING AFFORDABILITY FOR LOW AND MODERATE INCOME AND MINORITY PERSONS AND PROPOSED ACTIONS TO REDUCE ANY DISCRIMINATORY PRACTICES.

III. THREE YEAR ACTIVITY SCHEDULE

Implementation Activity	Time Allocation*
1. Local Plan and Policy Adoption	1-3 Months
2. Analysis of Barriers	3-18 Months
Minority/Women Consumer Information County-Wide	
3a. County Courthouse Roster	18 Months-on going
3b. Fair Housing, Civil Rights Organization Roster	18 Months-on going
3c. Housing Industry Roster	18 Months-on going
3d. Chamber of Commerce Roster	18 Months-on going
3e. Applicable to 3a, 3b, 3c, and 3d	Bi-Annually
4. Complaint Procedures	As Needed
5. Voluntary Agreements	18 Months-on going
6 EVALUATION OF LOCAL BUILDING AND LAND USE PRACTICES	12 MONTHS — ANNUAL

*Due to the interconnected weave of Community elements, these implementation activities cannot logically be sequential. To further explain, the elimination of housing discrimination can not be the absolute target of this Fair Housing Strategy. It is the deficiencies, imbalances, and shortcomings embedded in the community that produce housing discriminations and these must be addressed by each of the implementation activities-especially #2, #3 and #5 to alter deconcentration of lower income/minority areas. Each of the 5 implementation activities can be autonomous but functions better as one unit. Thus, the time allocations should be seen as a unit, rather than a sequential 1-2-3 operation and as on-going, not just for 3 years.

IV. RELEVANT COOPERATION

Due to the ineluctable fact that each Commission will not always maintain the same representatives and to further the harmonious progression of this Strategy, each Commission will transfer the objectives and implementation activities of this Fair Housing Strategy to each succeeding Commission.

V. CONCLUSION

Goals are general statements of preference of intent. They are general aspirations which would be desirable to attain and toward which effort is directed. The major goal of this Fair Housing Strategy as stated in Section I is to achieve equal opportunity for all persons to live in decent housing facilities regardless of race, color religion, and sex, or national origin, to eliminate discrimination in housing in the community.

The City of Fernandina Beach is striving to accomplish this goal through actions described in implementation activities #1 - #5 in the hope that the Fernandina Beach City Council will deter discrimination and promote equal opportunity in housing for minorities and women at all income levels.

THIS FAIR HOUSING STRATEGY ADOPTED BY THE Fernandina Beach City Council, Fernandina Beach, FLORIDA, AT ITS COMMISSION MEETING HELD THE _____ DAY OF _____, 1984.

SEAL:

_____ ATTEST

_____ AUTHORIZED SIGNATURE

City of Fernandina Beach

Florida 32034

OFFICE OF
CITY MANAGER

MEMORANDUM

TO: HONORABLE MAYOR, CITY COMMISSION AND CITY ATTORNEY

FROM: F. B. JONES, CITY MANAGER

DATE: FEBRUARY 18, 1985

SUBJECT: CDBG ECONOMIC DEVELOPMENT GRANT SUBMITTED FOR THE CENTRE STREET WATERFRONT GROUP

Attached please find correspondence from the Department of Commerce concerning the above mentioned application. Please be advised that a public hearing on the final application will be held at 5:00 p.m., on February 26, 1985 in the City Commission meeting chambers, and that the application will be resubmitted on March 4, 1985. Mike Langton will be responsible for conducting the public hearing on said date.

If you have any questions concerning this matter, please advise.

FBJ/vw

Attachment

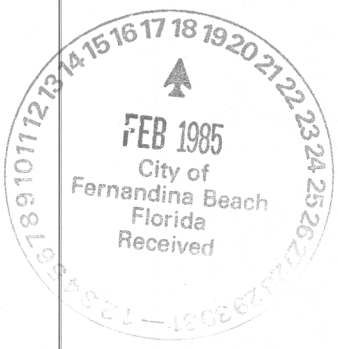
Sent copy to CC 2/18/85 MD

Sent CSWG + Langston 2/19/85 MD

STATE OF FLORIDA DEPARTMENT OF COMMERCE

Division of Economic Development

February 13, 1985



Honorable Ben Sorensen
Mayor
City of Fernadina Beach
Post Office Box 668
Fernandina Beach, Florida 32034

Dear Mayor Sorensen:

Our staff has completed the review of the City of Fernandina Beach's application for Phase I CDBG-ED funds. The proposed project did not meet the Department of Commerce threshold requirements, therefore we cannot submit it to the Grant Review Committee at this time. We are returning your original application, noting the following deficiencies:

1) Form FDC/CDBG-10, SCOPE OF WORK. The cost of equipment listed in activity #2, page 46 is $100,000, however, Attachment "C", page 52, lists equipment cost at $98,000. Equipment cost should be clarified. There is also a concern that a large number of items included in Attachment #9 do not have a life expectancy of five years or more.

2) The letter of commitment from the proposed partnership does not guarantee that such a partnership will be made. The proposed partners should commit to enter into a partnership if the CDBG funds are awarded. In addition, there is also concern about "venture capital being provided in consideration of receiving substantial equity in the Project Entity." This contingency does not guarantee the commitment of $1,750,000.

3) Mr. J. Frank Surface's financial statement and contingent liability statement needs to be signed.

4) There is some concern about this project meeting the national objective of benefit to low and moderate income persons. I would advise you to include additional supporting documentation which shows how this project is designed to primarily benefit persons of low and moderate income.

Our review at this time is not all-inclusive and our comments herein should not be construed to imply there are no further deficiencies. You are encouraged to correct the noted deficiencies as well as review your entire application to ensure conformity with the requirements of Rule 8-16 and the 1984 Applicant Manual.

The City may seek to initiate review of the agency's decision not to present the application to the grant review committee pursuant to Section 120.57, Florida Statutes, and Chapter 8-2, Florida Administrative Code, provided such proceedings are requested in writing by the City within 21 days of receipt of this letter.

Should you elect to resubmit your application for this project you will need to comply with the applicable Citizen Participation requirements for publishing notice of, and conducting a second public hearing on the final application as described on pages 38-40 of the Applicant Manual (enclosed).

The application submission deadline for Phase II is March 4, 1985. Please contact me or a member of my staff at 904/487-0463 for assistance as needed.

Sincerely yours,

Harold D. Stone

Harold D. Stone, Supervisor
Office of Business Finance

HDS/sts

cc: Mr. Ferris Jones

Enclosure

Published in the
12/19/84 edition
of the News-Leader.

Talked to Vernita,
she is to place a
1/4 page ad (same
as prev. ads) in
the non-legal
section.
VR

Requested Proofs
on these 3 ads
12/19/84. Talked
to Vernetta.
VR

The ad should be 4¼ x 5½ and placed in a section other than legal or classified. Please send bill, along with Proof of Publication, to City of Fernandina Beach, P.O. Box 668, Fernandina Beach, FL 32034, Attn: Vicki P. Wingate. Thank you.)

12-5 edition

City of Fernandina Beach

Florida

32034

NOTICE OF PUBLIC HEARING

The City Commission of the City of Fernandina Beach, Florida is considering applying to the Florida Department of Commerce for a Small Cities Community Development Block Grant for economical development of up to $675,000.00. The purpose of this program is to assist local governments in their efforts to expand employment opportunities primarily for low and moderate income people. The intent of the program is to assist private for profit business in the creation and retention of permanent jobs. The City Commission, if awarded this grant, will have the option to grant or loan the funds to a local business for the following eligible activities:

- Acquisition of property
- Acquisition, construction or rehabilitation of commercial and industrial buildings and structures
- Purchase of machinery and equipment with a useful life of at least five years
- Energy conservation improvements designed to encourage the efficient use of energy resources
- Public, commercial or industrial real property improvements including railroad spurs and similar extensions tied to a specific project

The activities for which these funds may be used herein the areas of housing, public facilities, and economic development. At least 51% of the jobs created/retained will benefit the low to moderate income. No displacement will occur as a result of this project.

A PUBLIC HEARING WILL BE HELD AT THE CITY COMMISSION MEETING CHAMBERS, 101 SOUTH SECOND STREET, FERNANDINA BEACH, FLORIDA, ON DECEMBER 11, 1984 AT 7:00 P.M., TO RECEIVE CITIZENS' INPUT AND APPOINT A CITIZENS ADVISORY TASK FORCE TO ASSIST IN THE DEVELOPMENT OF THE PARTICULAR PROJECT.

For additional information, please contact Vicki P. Wingate, City Clerk, City of Fernandina Beach, at (904)261-4168.

-s- Vicki P. Wingate
City Clerk

ON THE ISLE OF EIGHT FLAGS

FORM FDC/CDBG-1

FLORIDA DEPARTENT OF COMMERCE
SMALL CITIES CDBG PROGRAM
ECONOMIC DEVELOPMENT CATEGORY

A. APPLICATION SUMMARY

9) Congressional District: 3
10) Senate District: 7
11) House District: 11

Legal Applicant/Recipient

1) Name of Applicant:
The City of Fernandina Beach
2) Address:
P.O. Box 668
Fernandina Beach, FL 32034

3) Telephone No.:
904/261-4168
4) County:
Nassau

Local Contact Person

5) Name of Contact:
Ferris Jones
6) Title:
City Manager

7) Address:
P.O. Box 668
Fern Bch, FL 32034
8) Telephone No.:
904/261-4168

12) Type of Submission (check)

X Original Application

_____ Amendment, Date_____ #

13) City Applicant X (check one)

14) County Applicant_____

15) Joint Applicant_____

16) Resolution Attached X

Dated 12/11/84

17) Population of Jurisdiction: 7224

18) Brief Project Description:
The Centre Street Waterfront Group intends to redevelop and revitalize the municipally owned waterfront in downtown Fernandina Beach. The project will include a 130 slip marina, 2 full service restaurants, a 20 bed inn, a 38,000 sq. ft. of commercial retail space. The project will employ approximately 82 persons of which 100% of these jobs will benefit low to moderate income.

19) Total Project Costs
$ 5,900,000

20) [redacted] CDBG Funds Requested.
$ 675,000

21) Prior CDBG Funds:
Amount(s): Year(s) Funded:

22) I, the undersigned authorized representative of the applicant, certify that to the best of knowledge and belief, data in this application is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attache certifications and assurances if assistance is approved.

23) Typed Name and Title of Chief Elected Official:

Ben Sorensen, Mayor

24) Signature:

25) Date

12/18/

DRAFT

NOTE: THIS NOTICE MUST APPEAR IN THE NON-LEGAL SECTION.

2nd ECONOMIC DEVELOPMENT PUBLIC NOTICE

The City of Fernandina Beach is considering applying to the Florida Department of Commerce for a Small Cities Community Development Block Grant, Economic Development Category, of $675,000.

The purpose of this program is to assit local governments in their initiatives to expand employment opportunites primarily for low and moderate income people. Secifically, the program is to assist private, for profit businesses in the creation and retention of permanent jobs. The Fernandina Beach City Commission, if awarded this grant will have the option to grant or loan these funds to a local business for the following eligible activities:

-Acquisition of real property.
-Acquisition, construction or rehabilitation of commercial and industrial buildings and structures.

-Purchase of machinery and equipment with a useful life of at least five years.
-Energy conservation improvements designed to encourage the efficient use of energy resources.
-Public, commercial or industrial real property improvements including railroad spurs or similar extensions tied to a specific project.

At the Commission meeting of December 11, 1984, action was taken appointing five (5) City residents to serve as a Citizens Advisory Task Force to assist in the development and supervision of this grant program.

The Department of Commerce funds of $675,000 will be used for the following CDBG activities: acquisiton of real property, acquisition, construction or rehabilitation of commercial and industrial buildings and structures, purchase of machinery and equipment. No displacement will occur as a result of this project. At least 51% of the jobs created/retained will benefit the low to moderate income. It is estimated that 75% of the funds will benefit the low to moderate income.

Copies of the summary of the proposal will be available for public review at the FERNANDINA BEACH CITY HALL in the Clerk's office from December 10 through December 18, 1984, during normal business hours.

A second public hearing to review the final proposal will be held at Fernandina Beach City Hall on December 18, 1984 at 7:30 p.m.

If additional Information is required, please contact Vicky Wingate, City Clerk at 261-4168.

News-Leader

Published Weekly

FERNANDINA BEACH, NASSAU COUNTY, FLORIDA

Sent copy to Langston Assoc 11/7/86 W

STATE OF FLORIDA
COUNTY OF NASSAU:

Before the undersigned authority personally appeared

Gregory Armstrong

who on oath says that he is Business Manager of The Fernandina Beach News-Leader a weekly newspaper published at Fernandina Beach in Nassau County Florida: that the attached copy of advertisement, being a Legal Notice

in the matter of Invitation for Proposals - PROPOSALS ON GRANTS ADMINISTRATION

in the Nassau Court, was published in said newspaper in the issues of 6/5/85

Affiant further says that the said Fernandina Beach News-Leader is a newspaper published at Fernandina Beach in said Nassau County, Florida and that the said newspaper has heretofore been continuously published in said Nassau County, Florida, each week and has been entered as second class mail matter at the post office in Fernandina Beach in said County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me

this 10th day of June, A. D. 19 85.

Gregory Armstrong

(SEAL) Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Feb. 12, 1989

INVITATION FOR PROPOSALS

The City Commission of the City of Fernandina Beach, Florida, will accept sealed proposals on the administration of the Community Development Block Grant-Economic Development Category (Contract No. FY 84-014) and the Economic Development Transportation Fund grant both received by the City of Fernandina Beach from the Florida Department of Commerce, until 2:30 p.m., Wednesday, June 19, 1985, at which time said proposals will be opened and publicly read.

Specifications and information are available in the Office of the City Manager, 204 Ash Street, Post Office Box 668, Fernandina Beach, Florida 32034. Proposals must be sealed and plainly marked, "PROPOSAL ON GRANTS ADMINISTRATION" and in the possession of the City Manager on or before the above mentioned date and time.

Proposals must be exculsive of any federal or state taxes which are not applicable to municipalities.

The City Commission reserves the right to reject any and/or all proposals, to waive technicalities and formalities and to accept the proposal which in the opinion of said City Commission is in the best interest of the City of Fernandina Beach.

CITY OF FERNANDINA BEACH
F.B. Jones
City Manager
11 6-5-85

RESOLUTION NUMBER 737

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE DEVELOPMENT AND LEASE AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND CENTER STREET WATERFRONT GROUP FOR THE DEVELOPMENT AND LEASE OF THE CITY MARINA.

WHEREAS, the proposed Development and Lease Agreement between the City of Fernandina Beach and Center Street Waterfront Group for the development and lease of the City Marina (attached hereto) has been presented to the City Commission for its approval; and

WHEREAS, the City Commission has agreed to enter into an agreement with the Center Street Waterfront Group for the development and lease of the City Marina.

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

Section 1. That the Mayor and City Clerk be authorized to execute the proposed agreement attached hereto between the City of Fernandina Beach and Center Street Waterfront Group for the development and lease of the City Marina.

Section 2. That this resolution shall become effective immediately upon its passage.

ADOPTED this 2ND day of OCTOBER, 1984.

Ben Sorensen
BEN SORENSEN
Mayor - Commissioner

ATTEST:

Vicki P. Wingate
VICKI P. WINGATE
City Clerk

DEVELOPMENT AND LEASE AGREEMENT

THIS DEVELOPMENT AND LEASE AGREEMENT, hereinafter referred to as "agreement", by and between the CITY OF FERNANDINA BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY", and THE CENTER STREET WATERFRONT GROUP, INC., a Florida corporation, hereinafter referred to as the "LESSEE";

W I T N E S S E T H:

WHEREAS, the CITY is the owner of certain real property located on the waterfront of Fernandina Beach, Nassau County, Florida, lying immediately West of Seaboard System Rail Right-of-Way, and commonly referred to as "CITY MARINA AND HUGH STONE PROPERTY" (hereinafter referred to as the "PROPERTY"), which is more fully described on Exhibit "A" attached hereto; and

WHEREAS, the CITY has advertised and requested proposals to be submitted for the development and lease of the property; and

WHEREAS, CITY has determined that it is in the best interests of the CITY OF FERNANDINA BEACH to award the lease to LESSEE;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations of the parties hereto, the CITY, and the LESSEE each covenant and agree as follows:

ARTICLE I. THE PROPERTY

Subject to the terms and conditions set forth herein:

1.02) During the term of the lease, the CITY grants to the LESSEE a right of first refusal to lease or sublease from the CITY any additional property owned or controlled by the CITY adjacent to the subject property. Accordingly, the CITY shall not offer to sell, lease, sublease or grant a license on any such property without first offering to the LESSEE said property on the same terms and conditions as offered to any third party.

ARTICLE II. LEASE TERM

2.01) The term of this Lease for subject property shall be for a period of forty (40) years, commencing from the date of commencement of the improvements herein, and continuing until 11:59 p.m. on the last day of the 40th year thereafter. Possession of the property shall be delivered to LESSEE upon commencement of construction of the improvements and LESSEE shall be entitled to receive all revenues from the marina operations thereafter.

ARTICLE III. LEASE PAYMENTS

3.01) Ground Rent

The LESSEE shall pay to the CITY an annual ground rent based on percentages of the gross revenues actually received by the LESSEE. These percentages shall be phased in over a five-year period, as described in Paragraph (A), below.

(A) (1) The LESSEE shall pay to the CITY five-percent (5%) of the "GROSS REVENUES", excluding fuel sales, as hereinafter defined, actually received by the LESSEE from the project, except that this percentage is to be phased in over the following period in the following amounts:

(a) In the first year of operation the percentage shall be one-percent (1%), or $5,000.00, whichever is greater;

(b) In the second year of operation the percentage shall be two-percent (2%), or $10,000.00, whichever is greater;

(c) In the third year of operation the percentage shall be three-percent (3%), or $15,000.00, whichever is greater;

(d) In the fourth year of operation the percentage shall be four-percent (4%), or a minimum of $20,000.00, whichever is greater; and,

(e) In the fifth year of operation and every year thereafter, the percentage shall be five-percent (5%), or a minimum of $20,000.00 per year, whichever is greater.

(2) The LESSEE shall pay to the CITY one-percent (1%) of the Gross Revenues received by LESSEE from marine fuel sales, plus sales tax.

has commenced construction of the improvements and assumed possession and control of the property, pursuant to this Agreement.

(C) Gross Revenues include all revenues received by LESSEE from the project. These revenues do not include those amounts held by LESSEE as a deposit to secure a prospective tenant to lease to begin in the future; damage deposits, sums collected and paid out as a conduit such as sales, excise and other taxes, or other amounts which are generally not income under Generally Accepted Accounting Principles or Federal Income Tax Laws.

(D) Accounting Procedures

(1) All sales shall be registered on a cash register except sales relating to vending machines and rental revenues and those sales shall be recorded on daily ledger sheets and all financial records shall be subject to inspection by the CITY.

(2) The LESSEE shall keep within the CITY OF FERNANDINA BEACH true and complete records and accounts of all gross revenues and business transacted, including daily bank deposits, and annually furnish within ONE HUNDRED TWENTY (120) days of the end of each fiscal year, a true and accurate statement for the preceding fiscal year of all such revenues and business transacted during such preceding year which statement shall be verified by LESSEE's certified public accountant as being correct. A separate profit and loss statement on the Fernandina Beach Marina shall be supplied to the City Manager within SIXTY (60) days after the end of the fiscal year. LESSEE agrees to establish and maintain a system of bookkeeping satisfactory to the CITY's auditor and to give the CITY access during reasonable hours to such books and records. LESSEE agrees that it will keep and preserve for at least two years all sales slips, cash register tapes, sales books, bank books or duplicate deposit slips, and other evidence of gross revenues and business transacted for such period. The CITY's auditor and City Manager and their respective authorized representatives shall have the right at any time and from time to time to audit all of the books of account, bank statements, documents, records, returns, papers, and files of the LESSEE relating to gross receipts and business transacted and the LESSEE, on request by either, shall make all such matters available for such examination at the premises. If the CITY shall make or have such an audit made for any year and the gross revenues and business transacted shown by the LESSEE's statement for such year should be found to be understated by more than one percent, the LESSEE shall pay to the CITY the cost of such audit. The CITY's right to have such an audit made with respect to any year shall expire three (3) years after the LESSEE's statement for any year shall have been delivered to the CITY.

(3) In addition, the LESSEE covenants with the CITY to furnish a true and correct copy of the State Sales and Use Tax Report as required by the Florida Department of Revenue and shall furnish the CITY a State Sales and Use Tax Report Number upon the execution of this Agreement.

(E) Late Payment

Any lease payments which are received by the CITY more than FIFTEEN (15) days from their due date shall bear interest at the rate of TEN PERCENT (10%) per annum from the due date until paid.

ARTICLE IV. INSURABLE TITLE

4.01 CITY shall, within TEN (10) days of date of this Agreement, provide LESSEE with a commitment for title insurance, issued by a reputable title insurance company, showing the CITY to be the owner in fee simple of the property. LESSEE shall state its objections, if any, to any exceptions or title defects shown in such commitment, within FIFTEEN (15) days after receipt of the same from CITY. CITY shall thereupon, at its option, either cure such defects at its expense, or terminate this agreement, and both parties shall be relieved of any further obligation to each other hereunder. In the event CITY elects to cure such defects, then the commencement date of this Agreement shall be deferred until such time as the CITY has cured the defects to the satisfaction of LESSEE.

ARTICLE V. PURPOSE

5.01 It is the purpose of the CITY in granting this lease to have developed on the property a first-class marina and related facilities for the residents of the CITY OF FERNANDINA BEACH and people utilizing the marina facility.

ARTICLE VI. TIME BY WHICH LESSEE MUST COMPLETE PRE-DEVELOPMENT PLANS AND BEGIN CONSTRUCTION ACTIVITY

6.01 The LESSEE is obligated to commence and complete, at no expense to CITY, certain pre-development activities within the time period stated below. The intent of the parties is that this Lease will provide a legally sufficient basis by which the LESSEE may continue to spend time, effort and resources in completing the pre-development activities. The failure of the LESSEE to complete any of these pre-development steps within the time periods stated, shall cause this lease to be cancelled in full. The reason for the LESSEE's failure to complete a pre-development step, whether by inability to perform or by the LESSEE's own choice, shall not affect the question of cancellation of the lease and all mutual rights and obligations of the parties herein.

6.02 (A) Permit Applications

Necessary permit applications must be prepared and submitted to the Department of Environmental Regulation, The Army Corp of Engineers and the Department of Natural Resources within NINETY (90) days from the date of final execution of this lease by all necessary parties.

(B) (1) Engineering and Architectural Plans

Architectural and Engineering plans are submitted to the CITY for final approval. The LESSEE shall provide the CITY with copies of all approval applications during the course of this approval process. Accordingly, the CITY covenants that it will reasonably and constructively exercise its plan approval discretion in a manner that is consistent with successful completion of the project. If the CITY breaches this promise, it shall be in default of this Agreement and the LESSEE shall be entitled to reimbursement of its pre-development costs as liquidated damages, in lieu of all other damages. Any plans not approved or denied by CITY within SIXTY (60) days of their submission shall be deemed to have been approved. CITY shall not unreasonably withhold its approval.

(C) Final Plan Specification and Bid Documents

All plan specifications and bid documents must be completed and submitted to CITY within SIXTY (60) days after the final approval of the architectural and engineering plans and estimates set forth in Sub-Paragraph 6.02 (B). Additionally, by this date, the bid documents are to be submitted to the prospective contractors for purposes of determining their contracting bids.

(D) Final Selection of Contractor

Within ONE HUNDRED TWENTY (120) days after the submission of the bid documents to prospective contractors, the LESSEE shall finally select a contractor or contractors with appropriate performance bonds to perform the necessary improvements and shall inform the CITY of its selection of the same.

(E) Final Determination of Financing Arrangements

Within ONE HUNDRED EIGHTY (180) days after the final selection of a contractor or contractors by the LESSEE, the LESSEE shall submit to CITY its proposals for the final financial arrangement.

(F) Construction

(1) Within ONE HUNDRED TWENTY (120) days following the final determination of financial arrangements, and the obtaining of the necessary financial commitments, the construction work on the first phase of the project must have begun.

(2) In no event shall the LESSEE fail to commence construction on the first phase of the project within TWO (2) years from the date of the execution of this Agreement. Construction of the first phase of the marina portion of the property, consisting of a minimum of the relevant portion of the floating breakwater and no less than twenty-five (25) slips, shall be completed within TWO HUNDRED SEVENTY (270) days of commencement of the Lease. LESSEE shall thereafter proceed with due diligence to complete construction of the remaining improvements as they relate to the marina portion, but shall be permitted to proceed at its own rate for the other commercial improvements, based on market demand.

In the event LESSEE shall abandon the leased premises after commencement of construction of the improvements or otherwise be in default for which the CITY terminates the lease, the principal amount of the bond shall be paid to the CITY as liquidated damages.

(2) In order to insure that the improvements will be constructed by LESSEE after approval by CITY, the LESSEE shall furnish to the CITY, prior to commencement of construction, a performance bond in an amount equal to the estimated cost of construction of the improvements, in a form to be approved by the CITY attorney. Said performance bond may come from LESSEE's General Contractor, if the CITY is named as additional payee or insured under said bond. LESSEE shall further establish an escrow account with a bank in Fernandina Beach, Florida, and shall deposit in advance of commencement of construction of each phase of the improvements an amount equal to the projected cost of the improvements for each phase, and LESSEE shall be authorized to withdraw from said account, only with the approval of the City Manager, to insure that said improvements will be constructed, and the materialmen, laborers, suppliers and contractors are paid for the work performed on the property. The parties shall coordinate and cooperate with one another in the establishment of said account and execute the necessary documents to accomplish the purpose stated herein. Such escrow account shall be required only to the extent that a similar account is not required by LESSEE's lender or its investors, or by requirement of any grant obtained by LESSEE.

ARTICLE VII. DESCRIPTION OF IMPROVEMENTS

7.01 LESSEE promises to begin construction of, within the time periods set forth in ARTICLE VI, a marina facility substantially similar to the development plan submitted by the CENTER STREET WATERFRONT GROUP to and approved by the CITY. This marina facility will, at the minimum, include the following:

(A) approximately 100 deep water boat slips;

(B) approximately 30,000 sq. ft. of retail space;

(C) a public boat ramp;

(D) a pedestrian prominade along the river front over-looking the marina;

(E) approximately seventy percent (70%) of the project set aside as usable space, dedicated to public access, complying with all necessary codes, regulations and permits of the Army Corp of Engineers and Florida Department of Natural Resources, attractively landscaped and consistent with the theme of Centre Street; and

(F) approximately 8,000 square feet of office-commercial space.

7.02 Building Permit

(B) Location and legal description of the existing marina facilities;

(C) A complete plan of the proposed alteration or expansion of marina:

(1) Location and dimensions of any area in which filling or dredging is proposed.

(2) Location and dimensions of all buildings.

(3) Location and dimensions of all piers, ramps, walks, main walks, catwalks, berths and pilings.

(4) Location and dimensions of all bulkheads.

(5) Location and dimensions of parking areas and pedestrian areas.

(6) Location and sizes of water, sewer and drainage lines and easements.

(7) Location of fire hydrants and other fire fighting equipment.

(8) Location of lighting stands.

7.03 Construction Standards

LESSEE shall construct the improvements in accordance with plans and specifications approved by CITY or its designee. Such plans and specifications are by reference incorporated herein. Such plans shall include, among other things, a marina as described above, with concrete pilings, stone or rock bulkhead, concrete breakwater and dock systems.

7.04 Ownership of Improvements

At the end of the term of the agreement, the improvements shall be the property of the CITY free and clear of all liens or claims of LESSEE whatsoever, except that personal property installed by LESSEE not permanently affixed to the facilities may be removed, provided that if said removal causes any damages to the facilities, LESSEE will repair said damages in a proper and satisfactory manner to the city at LESSEE's own expense. Docks, walkways, pilings, cat walks, mooring facilities, etc., shall not be classified as personal property and shall be considered as part of the real estate owned by the City.

ARTICLE VIII. ACCESS TO PROPERTY

8.01 Subsequent to the date hereof, the LESSEE shall permit the representatives of the CITY unlimited access to the property, other than private offices and storage space occupied by tenants, at all reasonable times deemed necessary for the purposes of this Lease Agreement.

ARTICLE X. COVENANTS AND RESTRICTIONS

10.01 The CITY and the LESSEE agree that the following restrictions shall be covenants running for the duration of this lease, and shall be binding on the CITY, the LESSEE, and the successors and assigns of the parties, and all other successors in interest to the property, or any part thereof:

(A) That the property shall be devoted and used in accordance with the uses specified in Section V of this Agreement.

(B) That all utility distribution lines shall be placed underground.

(C) That the CITY shall retain a perpetual easement to be set forth in an appropriate instrument in recordable form for ingress, egress, and right-of-way on and over public prominade to be constructed by the LESSEE in the project for the purpose of access to the public marina and other public facilities contained in the project.

ARTICLE XI. REPRESENTATIONS AS TO LESSEE

11.01 The LESSEE represents and agrees that its lease of the subject property, and its other undertakings, pursuant hereto, are for the purpose of development of the subject property and not for speculation in land holding.

ARTICLE XII. SPECIAL PROVISIONS

12.01 LESSEE may assign its interest in this Lease Agreement with the approval of the CITY, and such approval shall not be unreasonably withheld. Nothing contained in the above shall prohibit the LESSEE from forming partnerships or other form of business associations to carry out this Lease Agreement so long as the LESSEE shall remain liable for the lease payments to the CITY under the terms of this Lease Agreement and retains control of management of the marina facility, and provided that the CITY is notified of such partnerships or associations in writing prior thereto.

12.02 LESSEE shall have the right to mortgage its interest in the subject property and the CITY agrees to assist and cooperate with LESSEE in that effort; provided, however, that all rights acquired under the leasehold mortgage shall be subject to all the terms of this Lease Agreement and in no circumstance may the LESSEE encumber by lien the underlying land, nor shall any conventional mortgage on the leasehold exceed at any time an amount equal to SEVENTY PERCENT (70%), nor any industrial development bond exceed an amount equal to EIGHTY PERCENT (80%) of the value of the marina portion of the improvements, or EIGHTY-FIVE PERCENT (85%) of the value of the landside improvements, without the prior approval of the CITY, nor shall the combined leasehold mortgage or bond indebtedness exceed a total average of SEVENTY-FIVE PERCENT (75%) of the value of all

12.03 The LESSEE shall be fully responsible for the development of all improvements at the LESSEE's sole cost and expense, pursuant to the terms and conditions of this Lease Agreement. The CITY shall be responsible for providing site improvements only to the extent allowed by nonmatching appropriations and grants.

12.04 The CITY agrees to assist the LESSEE in securing any permits and approvals necessary to construct piers, docks, boat slips, and all other improvements to be constructed by the LESSEE at the LESSEE's sole expense as part of the public marina.

12.05 The LESSEE shall operate the public marina and the improvements on a non-exclusive basis and implement and impose user fees uniformly, without regard to age, religion, sex, race, other condition, or the political subdivision in which the user may reside. CITY may, however, require LESSEE to provide the use of the boat launch ramp to CITY residents free of charge.

12.06 The CITY and the LESSEE agree to assist each other in securing such further permits as may be necessary to construct additional piers, docks, boat slips and the like, subject to approval of the plans thereof by CITY.

12.07 The LESSEE, its transferees, grantees, successors and assigns, shall irrevocably release the CITY, its agents or assigns, from any and all claims for damages of whatever nature resulting from any dredging by the LESSEE, including the incidental depositing of dredged materials resulting from dredging, bulkheading, and/or construction, and other incidental damage resulting from any construction operations and the like which might occur. The CITY and the LESSEE, their successors and assigns, agree to cooperate with each other in connection with the securing of future dredging of the marina, and in this connection, agree to execute such applications, releases and other documents necessary or incidental to the approval of the U. S. Army Corp of Engineers, or other public agency, to undertake and execute such dredging should dredging ever be required. The CITY and the LESSEE, their successors and assigns, further release each other from any and all claims for damage occasioned or arising from any disturbance of the river bottom, which results as a natural consequence, from normal periodic maintenance, bulkheading, riprapping, or dredging by either party, either in the maintenance and repair of the marina or the use, maintenance and employment of the rights in the marina waterways.

12.08 The CITY shall cooperate in every respect with the LESSEE in securing all required municipal permits and approvals in accord with the CITY's adopted regulations and procedures.

12.09 The LESSEE shall have sole discretion over tenant selections and the marketing program, but such shall comply with all applicable laws and ordinances. The LESSEE agrees to incorporate public marina guidelines (on a publicly advertised first-come, first-served basis) as an addendum to this Lease Agreement prior to the start of marina construction. A copy of these guidelines shall be furnished to the CITY.

12.10 Prior to the signing of this Lease Agreement, the

ARTICLE XIII. INDEMNIFICATION AND HOLD HARMLESS

13.01 The LESSEE shall defend and indemnify the CITY and save it harmless from any and all claims, suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or about the leased premises or any part thereof throughout the entire lease term, or occasioned wholly or in part by any act or omission of the LESSEE, its agents, contractors, employees, servants, invitees, licensees, or concessionaires.

ARTICLE XIV. INSURANCE REQUIRED

14.01 The LESSEE shall maintain hazard and liability insurance and provide the CITY with certificates of insurance during the life of this Lease Agreement. The CITY has the right of approval of the insurance contracts which shall provide minimum liability coverage in amounts equal to those which would be commercially reasonable in the industry; and shall provide hazard insurance on the improvements in an amount equal to their fair market value.

ARTICLE XV. ALTERATIONS

15.01 Notwithstanding anything in this Agreement expressed or implied to the contrary, the CITY and the LESSEE agrees to pursue the development of the subject property in good faith to achieve a commercially successful project. In this regard, it is contemplated that this Agreement may be expanded or modified by the agreement of both parties in order to accomplish the proposed or future development. This provision shall not be construed, however, to require CITY to in any way guarantee LESSEE's success in this Project.

ARTICLE XVI. OPERATIONAL REQUIREMENTS

16.01 The LESSEE shall comply with the following operational requirements:

(A) The hours of operation should be a minimum of twelve (12) hours a day or daylight hours, whichever is greater.

(B) Electricity and water service will be provided within a thirty-foot radius of the individual slips.

(C) Toilet and shower facilities shall be open during operating hours. Slip renters shall be provided a key for non-operating hours.

(D) LESSEE shall provide adequate fueling facilities to marina patrons.

(E) LESSEE shall permit permanent live-aboards but limit this number to not more than ten percent (10%) of the total available slippage. They shall be spaced so as to provide

(1) The name and address of all slip patrons.

(2) The make, model, year, and registration number of all boats docked in the marina.

(3) The state and county in which all boats are registered.

(4) The dates and time periods in which the boat was docked in the marina.

(5) Such records shall be preserved for a period of two (2) years and made available to authorized law enforcement agencies.

(I) Boats and boaters shall be subject to the following regulations within the marina to be published and posted by the operator:

(1) A maximum speed of five (5) miles per hour, with no wake permitted in the marina.

(2) No dumping or litter, garbage, or other debris shall be allowed in any waterway within the Marina area.

(3) The fuel dock and adjacent water area shall remain open and available for the intended purposes during the hours of operation.

(4) All appropriate U. S. Coast Guard rules and regulations for boat handling shall be followed at all times within the Marina.

(J) To provide services and maintain an inventory sufficient to satisfy the demands and needs of the boating public at the Marina.

(K) To prepare, upon request of the City Manager, a schedule of fees charged for the goods and services sold by LESSEE. LESSEE hereby warrants and represents that the fees charged by LESSEE for the goods and services will be competitive with other similar marinas in the North Florida area. All fees will be posted on the clubhouse or captain's room bulletin board.

(L) To secure and maintain all licenses required and to pay when due all taxes and assessments which shall be imposed or assessed by governmental units in connection with the business or operation conducted, pursuant to the provisions of this agreement and to otherwise comply with all applicable laws, ordinances, rules, regulations or policies established by the CITY or any local, state or federal governmental unit or authority.

(M) To keep the buildings, piers, docks, and structures and immediate premises clean, orderly and free and clear of any obstruction, rubbish or litter, in accordance with

(P) To establish rules regarding customer service, if and when required, subject to the approval of the City Manager or his designee.

(Q) To maintain good public relations, to conduct said facilities in a manner which is courteous and fair to the public and to be responsible to customers' requests and complaints.

(R) To cooperate fully with the City Manager or his designee in all matters relating to the operation and development of the facilities.

(S) To pay all utilities, including water, sewer, garbage disposal fees and electrical charges in connection with the operation of the facilities.

(T) To maintain the marina facilities in good repair and at the termination of this agreement to deliver the premises in good repair.

(U) To install at its own expense all facilities and equipment, including but not limited to berths and slips, boat launching, parking, public access, and utility services.

(V) To be the insurer of the CITY against risk of loss or theft of or damage to any CITY fixtures, equipment and personal property which are a part of or located in and on the premises and shall promptly replace or repair the same within sixty (60) days of such loss, theft or damage.

(W) To pay promptly all taxes, excise or license fees of whatever nature, applicable to this operation and take out and keep current all licenses, municipal, state or federal, required for the conduct of the business, and further shall not permit any of said taxes, excise or license fees to become delinquent. LESSEE shall comply with all local, state and federal rules and regulations relating to the operation of said facilities. LESSEE shall not permit any mechanic's or materialmen's or any other lien to be imposed upon the property hereinabove described or any part or parcel thereof by reason of any work or labor performed or materials furnished by any mechanic or materialmen to said facilities or upon or regarding said property or said facilities herein granted. LESSEE shall pay promptly when due all bills, debts and obligations incurred in connection with the operation of said facilities and not permit same to become delinquent and suffer no lien, mortgage, judgment, execution or levy against the property.

ARTICLE XVII. VIOLATIONS BY LESSEE

17.01 Upon inspection of the Marina by the City Manager or his designee (as provided below), if it is found that conditions or practices exist which are in violation of ARTICLE XVI of this lease, or otherwise constitute operational defaults, the City Manager or his designee shall furnish the LESSEE with a list of those violations that said inspection revealed, and give the LESSEE THIRTY (30) days' written notice to remedy said violations. Failure of the LESSEE to remedy said violations within said specific time shall constitute a default by LESSEE and entitle the CITY to cure such default, and charge the cost of

18.02 If, during the term of this Lease, LESSEE shall make or suffer any default in respect of any of the terms, conditions, agreements, or covenants of this Lease other than the payment of rent, or the provisions of ARTICLE XVI, or any other default relating to the daily operation of the marina, CITY may give LESSEE written notice of such default, and if at the expiration of SIXTY (60) days after the giving of such notice the default upon which such notice was based shall continue to exist, or in the case of a default which cannot, with due diligence, be cured within a period of SIXTY (60) days, if LESSEE fails to proceed within said SIXTY (60) day period or as promptly as possible and with all due diligence after the giving of said notice, and thereafter to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within SIXTY (60) days, that the time of LESSEE within which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence), the CITY may terminate this Lease and re-enter and retake possession of the property, subject to SECTION 20.03, below.

18.03 If LESSEE shall fail or refuse to perform or carry out the construction of the improvements required to be done by it under the terms hereof, and in the manner herein provided, or should it fail to prosecute said work diligently and expeditiously, or should unnecessarily delay the same, CITY shall have the right to take appropriate action against the LESSEE or against the surety on its bond, or against both of them, to insure completion of the work, in accordance with the provisions hereof. CITY may, at its option, by written notice from the City Manager to LESSEE, declare LESSEE in default. If such default is declared, then, unless such default is cured by LESSEE taking such action as aforesaid, within SIXTY (60) days after the giving of such notice, this lease shall thereupon terminate and the term thereof shall expire on the SIXTY-FIRST (61st) day after the giving of said Notice of Default, and thereafter this Lease shall become null, void and of no effect. In the event this Lease is terminated, in accordance with this SECTION 18.03, the surety shall assume and complete or procure the completion of the work provided for herein, subject to and with the benefits of the terms of this lease and shall thereupon be subrogated to all of the rights and privileges enjoyed by the LESSEE, prior to default as shall be evidenced by a lease to be entered into by and between the Mayor and City Commission of Fernandina Beach, and the surety or its nominee, upon the same terms, conditions and agreements as set forth in this Lease Agreement; PROVIDED, HOWEVER, that CITY shall have the option upon such default to refuse to execute a lease with such surety, and shall pay such surety an amount equal to the cost of such improvements then existing, less an amount equal to any grants received by LESSEE, in the same manner as provided for in SECTION 20.03, below.

18.04 No termination of this Lease, pursuant to the above, nor taking or recovering possession of the premises, pursuant to SECTION 18.03, above, shall deprive CITY of any other action against LESSEE for possession, for rent, or for damages, nor shall any action for rent or damages prevent CITY from proceeding to recover possession, pursuant to the provisions of this Lease. In no case shall any omission by CITY to enforce any

18.05 The specified remedies to which CITY may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which CITY may be lawfully entitled in case of any breach by LESSEE of any provision of this Lease. The failure of CITY to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by CITY of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach and no waiver by CITY of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed on behalf of CITY by the City Manager. In addition to the other remedies in this Lease provided, CITY shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

18.06 No default (other than a default in the payment of money) shall be deemed to exist or continue if and so long as the default shall be caused by reason of LESSEE being delayed in or prevented from remedying the same by fire, casualty, strikes, lockouts or labor disturbances, act of god or the public enemy, or order, direction or lawful interference by any municipal, state, or governmental agency; but if and when the occurrence or condition which caused, delayed, or prevented the remedying of such default shall be removed or cease to exist, it shall be the obligation of LESSEE to remedy such default as speedily as practicable and with all due diligence.

18.07 Upon termination hereof, by either expiration or by default and repossession as provided above, all improvements shall become the property of the CITY, subject to SECTION 20.03, below, except LESSEE shall have the right to remove from the property all personal property installed by LESSEE not permanently affixed to the facilities, subject, however, to any valid lien or claim which the CITY may have for unpaid fees or charges for repair of the facilities, provided also, that if said removal causes any damage to the property, said LESSEE will repair the same in a proper and satisfactory manner at its own expense. Docks, walkways, pilings, cat walks, mooring facilities, etc., shall not be considered personal property.

ARTICLE XIX. PURCHASE OF LEASEHOLD ESTATE

19.01 CITY hereby reserves the right to purchase the leasehold estate hereby created and require a conveyance of the same, with as good title as previously conveyed to LESSEE, together with the improvements erected thereon, together with all appurtenances thereto, free and clear of all liens and encumbrances, at any time during the term thereof, after the expiration of twelve (12) months' accounting from the date of completion of said improvements, upon giving to LESSEE six (6) months' written notice of its intention to so purchase and upon payment of the purchase price determined in accordance with the provisions of this ARTICLE XIX. The settlement date for such purchase shall be the last day of the calendar month next after

appurtenances thereto, mutually agreed upon by two (2) licensed appraisers, LESS an amount equal to any grants received by LESSEE and used for the construction of the improvements. One appraiser shall be selected by CITY and the other selected by LESSEE.

19.03 Within thirty (30) days after the giving of notice by CITY of its intention to purchase, each of the parties hereto shall, by notice to the other, designate an appraiser, and within SIXTY (60) days thereafter, the two appraisers thus designated, shall mutually determine the value of said leasehold interest and appurtenances and submit a copy of their appraisals to each of the parties hereto. If the two appraisers so designated are unable to mutually agree upon the purchase price, a third licensed appraiser, shall be designated by the Chief Judge of the Fourth Judicial Circuit, in and for Nassau County, Florida. If either party shall fail to designate an appraiser within the thirty day period specified, then the other party hereto may request the Chief Judge to designate an appraiser who, when so designated, shall act in the same manner as if he had been the appraiser designated by the party so failing to designate an appraiser. The costs of the appraisal shall be equally divided between the parties. The mutual determination of the purchase price of any two of the three designated appraisers shall be final and conclusive upon the parties hereto.

19.04 The value of the land upon which the building and appurtenances are located, in its condition existing at commencement of the Lease, shall not be taken into consideration or given any value by the appraisers in arriving at the purchase price to be paid by CITY for said leasehold estate. Further, an amount equal to any grants received by LESSEE during the term of this Lease shall be deducted from the purchase price as so determined.

ARTICLE XX. LEASEHOLD MORTGAGE

20.01 It is contemplated by the parties that LESSEE will finance a portion of the total development and construction cost of the project by means of a mortgage of the leasehold estate created by this Lease and of LESSEE's entire interest in the demised premises, but it is also contemplated that such mortgage will and it is agreed that such shall be subordinate to CITY interest as LESSOR under this Lease. LESSEE shall also have the right from time to time during the term of this Lease to place any substitute or additional mortgage on the leasehold estate created by this Lease and on LESSEE's interest in the demised premises, but all such mortgages shall be subordinate to CITY's interest as LESSOR under this Lease.

20.02 In the event that at any time during the term of this Lease the leasehold interest of LESSEE is subject to a mortgage in accordance with the provisions of Section 20.01 above, then so long as such mortgage is outstanding and unreleased a copy of any notices at any time required or permitted under the terms of this Lease to be given by CITY to LESSEE shall at the same time be sent by CITY to the mortgagee, provided that prior thereto LESSEE shall have given written notice to the CITY MANAGER of the existence of said mortgage and

exercise of such option, CITY shall pay LESSEE or its Mortgagees an amount equal to the then outstanding obligation of such mortgage loan. Such payment shall be made by CITY within ONE HUNDRED EIGHTY (180) days of the notice of default to LESSEE and CITY's exercise of the above option.

ARTICLE XXI. THE AGREEMENT

21.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

21.02 Any amendments to this Agreement will be in writing and shall be executed by both LESSEE and the CITY with the same formality as this Agreement.

21.03 All covenants, warranties, conditions and agreements set forth in this Lease Agreement shall survive the execution of this Agreement and other documents at any time executed and delivered under, pursuant to, or by reason of this agreement, and the payment of all monetary sums paid under, pursuant to, or by reason of this Agreement shall continue to be binding on THE CENTER STREET WATERFRONT GROUP, INC. and the LESSEE and on their respective successors and assigns.

21.04 Independent Contractor

LESSEE shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be in any way construed to constitute the LESSEE or any of his agents or employee or representative of the CITY.

21.05 Notice

For purposes of this Agreement, any notice required to be given shall be given, in accordance, with this document by delivering written notice to the City Manager at Post Office Box 668, Fernandina Beach, Florida 32034. Notice shall be given to the LESSEE by delivering written notice to 100 Laura Street, Jacksonville, Florida 32202.

21.06 Attorney's Fees

In the event it becomes necessary to file suit in connection with this Agreement, the prevailing party shall be permitted to recover for attorney's fees and court costs against the losing party.

IN WITNESS WHEREOF, the CITY and the LESSEE have caused this Lease Agreement to be executed by their authorized representatives as follows:

APPROVED by Resolution of the City Commission of the CITY OF FERNANDINA BEACH and attested and executed by the authorized representatives of the CITY OF FERNANDINA BEACH, FLORIDA, and the CENTER STREET WATERFRONT GROUP on this 2ND day of ~~September~~ October, 1984.

THE CENTER STREET WATERFRONT GROUP, INC.

Stephen C. Harris

Wesley R Poole

By: Robert S. Allison
ROBERT S. ALLISON

Its: President

(corporate seal)

STATE OF FLORIDA

COUNTY OF NASSAU

Before me, the undersigned officer, duly commissioned, qualified and acting as Notary Public, in and for the State and County set forth above, personally appeared BEN SORENSEN, and VICKI P. WINGATE known to me to be the Mayor/Commissioner and City Clerk of the CITY OF FERNANDINA BEACH, and acknowledged and declared that they, as the Mayor/Commissioner and City Clerk, respectively, of said CITY, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it as its free act and deed.

WITNESS may hand and official seal, this 3rd day of ~~September~~ October, 1984.

Wesley R Poole
Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 19, 1986
Bonded Thru Troy Fain - Insurance, Inc.

STATE OF FLORIDA

COUNTY OF NASSAU

Before me, the undersigned officer, duly commissioned, qualified and acting as Notary Public, in and for the State and County set forth above, personally appeared ROBERT S. ALLISON known to me to be the President of THE CENTER STREET WATERFRONT GROUP, INC, a Florida corporation, and acknowledged and declared that he, as the President, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS may hand and official seal, this 3rd day of ~~September~~ October, 1984.

EXHIBIT "A"

PARCEL ONE (1):

All that certain lot, situate, lying and being in the County of Nassau and State of Florida, to-wit:

Water Lots ONE (1), TWENTY-FIVE (25), TWENTY-SIX (26), TWENTY-SEVEN (27), TWENTY-EIGHT (28), TWENTY-NINE (29), and THIRTY (30), in the CITY OF FERNANDINA BEACH, as shown on the official plat of said CITY (as lithographed and issued by the Florida Railroad Company in 1887 and 1901);

LESS AND EXCEPT THE FOLLOWING: A portion of Water Lot ONE (1) as described above, said portion being more particularly described as follows:

Beginning at the Northeasterly corner of said Water Lot ONE (1) located on the Westerly right-of-way line of North Front Street, (having a right-of-way of Sixty (60.0) feet and run South Seven (07) degrees, Twenty-nine (29) minutes, Twenty-five (25) seconds West along said right-of-way a distance of One Hundred (100.0) feet to a point; run thence North Eighty-two (82) degrees, Thirty (30) minutes, Thirty-five (35) seconds, West a distance of One Hundred Twenty-three (123.0) feet to a point; run thence North Seven (07) degrees, Twenty-nine (29) minutes, Twenty-five (25) seconds East a distance of Thirty-seven (37.0) feet to a point; run thence North Eighty-two (82) degrees Thirty (30) minutes Thirty-five (35) seconds West a distance of 69.0 feet to a point; run thence North Seven (07) degrees, Twenty-nine (29) minutes, Twenty-five (25) seconds East a distance of Sixty-three (63.0) feet to a point on the Northerly line of Water Lot One (1) aforementioned; run thence South Eighty-two (82) degrees, Thirty (30) minutes, Thirty-five (35) seconds East along said lot line a distance of One Hundred Ninety-two (192.0) feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT A STRIP OF LAND APPROXIMATELY TEN (10.0) FEET IN WIDTH ON THE EAST END OF WATER LOTS TWENTY-FIVE (25), TWENTY-SIX (26) and TWENTY-SEVEN (27).

PARCEL TWO (2):

All that part of Water Lot Thirty-one (31) in the CITY OF FERNANDINA BEACH as described above lying North of that certain line as more fully shown upon that certain plat recorded in the public records of said County of Nassau in Deed Book 39, at page 308, said line being the Northern boundary line of the property conveyed by the Fernandina Dock and Realty Company to the Fernandina Packing Co. by Deed dated December 1, 1925 and recorded in the said public records of Nassau County in Deed Book 63, page 137.

PARCEL THREE (3):

That portion of FRONT STREET lying immediately adjacent to Parcels One and Two, except Water Lot ONE (1), if said Front Street should be relocated by the City Commission of the City of

DEVELOPMENT AND LEASE AGREEMENT

THIS DEVELOPMENT AND LEASE AGREEMENT, hereinafter referred to as "Agreement", dated this 5 day of February, 1985 by and between SUZANNE D. HARDEE AND ERNEST DAVIS, as Trustees under the Last Will and Testament of Ira William Hardee dated 8/13/68, both residents of Nassau County of the State of Florida, hereinafter referred to as the "Lessor", and CENTRE STREET WATERFRONT GROUP, INC., a Florida corporation, hereinafter referred to as the "Lessee";

W I T N E S S E T H:

WHEREAS, Lessor is the owner of certain real property located on the waterfront of Fernandina Beach, Nassau County, Florida, lying immediately West of Seaboard System Rail Right-of-Way, and commonly referred to as "The Hardee Property" (hereinafter referred to as the "Property"), which is more fully described on Exhibit "A" attached hereto; and

WHEREAS, Lessor has agreed to apply for permits for Lessee to include the Property as part of the overall marina and waterfront plan of redevelopment of the adjoining City of Fernandina Beach marina property pursuant to an agreement between Lessee and the City of Fernandina Beach dated October 3, 1984 ("City Agreement") a copy of which is attached as Exhibit "B"; and

WHEREAS, the Lessor and Lessee are willing to enter into this Agreement to accomplish this purpose;

NOW THEREFORE, in consideration of the premises and the mutual benefits and obligations of the parties hereto, the

appurtenances thereto belonging or appertaining to the Property, subject to any existing leases or the rights of any tenants in possession.

ARTICLE II. LEASE TERM

2.01. This Lease shall commence on the date of execution and shall continue for a period of two terms, the total of which shall not exceed forty-two (42) years.

2.01(A). The initial term of the Lease shall begin from the date of execution of this Agreement and shall continue to the date of commencement of the improvements (with written notice of such commencement being given to Lessor within 30 days after commencement) on the City of Fernandina Beach marina property ("City Marina") by Lessee under the terms of the Development and Agreement with the City of Fernandina Beach dated October 3, 1984, or to October 31, 1986, whichever comes sooner.

2.01(B). If commencement of improvements on the City Marina is begun by Lessee by October 31, 1986, then a second term of forty (40) years shall begin from that date of commencement of construction of improvements. In such event, the uninterrupted term of the Lease shall include the initial period plus the subsequent forty-year period.

2.01(C). As a point of reference, the date of commencement of construction on the City Marina will also be the date the Development and Lease Agreement between the Lessee and the City of Fernandina Beach commences pursuant to the terms of that Agreement. If the commencement of construction of improvements on the City Marina does not occur, then this Lease will expire on October 31, 1986 unless sooner terminated by Lessee or unless extended by joint agreement of the parties.

2.02. This Lease may be terminated at any time prior to October 31, 1986 by Lessee without further obligation to Lessor by the giving of written notice thereof to Lessor. However, to the extent Lessee has commenced any phase of construction of improvements on the Property, Lessee must complete or make full provision for completion of that construction before termination.

2.03. Possession of the Property shall be delivered to Lessee upon final execution of this Agreement and Lessee shall be entitled to receive all revenues, if any, from the Property thereafter.

ARTICLE III. LEASE PAYMENTS

3.01. Ground Rent.

The Lessee shall pay to Lessor an annual ground rent based on percentages of the gross revenues actually received by the

(a) In the first year the percentage shall be three-tenths of one percent (.3%), or $5,000.00, whichever is greater;

(b) In the second year the percentage shall be six-tenths of one percent (.6%), or $6,666.00, whichever is greater;

(c) In the third year the percentage shall be nine-tenths of one percent (.9%), or $8,333.00, whichever is greater;

(d) In the fourth year the percentage shall be one and two-tenths (1.2%), or $9,900.00, whichever is greater; and

(e) In the fifth year, and every year thereafter, the percentage shall be one and one-half percent (1.5%), or a minimum of $12,000.00 per year, whichever is greater.

(A)(2). The Lessee shall pay to Lessor three-tenths of one percent (.3%) of the Gross Revenues received by Lessee from marine fuel sales, plus sales tax.

(A)(3). The Lessee shall pay all sales taxes due on such rentals.

(B). The rent shall be payable on an annual basis and shall be due one-hundred and twenty (120) days after the end of each fiscal year of the lease term. The lease term first fiscal year shall begin on the first day of the month during which the Lessee has commenced construction of improvements on the City Marina Property as described in paragarph 2.01(A) and (B).

(C). Gross Revenues include all revenues received by Lessee from the project comprised of the Property and the "City Marina" property. These revenues do not include those amounts held by Lessee as a deposit to secure a prospective tenant's lease to begin in the future; damage deposits, sums collected and paid out a conduit such as sales, excise and other taxes.

3.02(A). Accounting Procedures. All sales shall be registered on a cash register except sales relating to vending machines and rental revenues and those sales shall be recorded on daily ledger sheets and all financial records shall be subject to inspection by the Lessor.

3.02(B). The Lessee shall keep within the City of Fernandina Beach true and complete records and accounts of all gross revenues and business transacted, including daily bank deposits, and annually furnish within One Hundred Twenty (120) days of the end of each year, a true and accurate statement for the preceding fiscal year of all such revenues and business transacted during such preceding year including a computation of percentage rent due which statement shall be verified by

receipts and business transacted on the Property and the Lessee, on request by either, shall make all such matters available for such examination at the premises. If Lessor shall make or have such an audit made for any year and the gross revenues and business transacted shown by the Lessee's statement for such year should be found to be understated by more than one percent (1%), the Lessee shall pay to the Lessor the cost of such audit. The Lessor's right to have such an audit made with respect to any year shall expire three (3) years after the Lessee's statement for any year shall have been delivered to the Lessor.

3.02(C). In addition, the Lessee covenants with the Lessor to furnish a true and correct copy of the State Sales and Use Tax Report as required by the Florida Department of Revenue and shall furnish the Lessor a State Sales and Use Tax Report Number upon the execution of this Agreement.

3.02(D). Lessee hereby authorizes the Lessor to apply to the Florida Department of Revenue for information and such reports of Lessee as will enable the Lessor to determine the amount of Lessee's gross receipts for the period comprising the term of this Agreement.

3.02(E). Late Payment. Any lease payments which are received by the Lessor more than Fifteen (15) days from their due date shall bear interest at the rate of ten percent (10%) per annum from the due date until paid.

ARTICLE IV. INSURABLE TITLE

4.01. Lessor has presented to Lessee a title binder on the Property issued in 1983. Lessee acknowledges the condition of title and will, at Lessee's expense, undertake to bring the title up to a marketable title. Lessee shall have six months in which to bring title up to marketable title standards or accept title as is and proceed with this Lease. Lessee shall give Lessor written notice of its intent to proceed or terminate this Lease without penalty to Lessee Not Later Than September 15, 1985. Failure on the part of Lessee to give the written notice shall constitute Lessee's termination of this Lease.

ARTICLE V. PURPOSE

5.01. It is the purpose of the Lessor in granting this lease to have developed on the Property significant revenue generating improvements that generally compliment the overall development of the City Marina and the Property.

ARTICLE VI. TIME BY WHICH LESSEE MUST COMPLETE DEVELOPMENT PLANS AND BEGIN CONSTRUCTION ACTIVITY

6.01. The Lessee is obligated to commence and complete, at no expense to Lessor, certain development activities within the time period stated below. The failure of the Lessee to

6.01(B)(1). Construction. Within five (5) years from the commencement of the second term of this Agreement, the construction of the improvements to the Property, described in Article VII, must have begun.

6.01(B)(2). In addition to and independent of the construction of the improvements set forth in paragraph 6.01(B)(1) above, within five (5) years from the commencement of the second term of this Agreement, Lessee shall commence construction of the filling and bulkheading of the Property and of the relocation of Front Street if approved by the City of Fernandina Beach on the Property contemporaneous with the construction of those same improvements on the City Marina Property. The construction of those additional improvements shall be deemed to have commenced if a contract for their construction has been entered into between Lessee and a contractor setting forth the obligation to complete the improvements within the same construction program of the improvements on the City Marina Property.

6.02. Payment and Performance Bond. In order to insure the completion of the improvements to be constructed by Lessee, the Lessee shall furnish to the Lessor, prior to commencement of construction, a performance bond in an amount equal to the estimated cost of construction of the improvements, in a form to be approved by the Lessor's attorney. Said performance bond may come from Lessee's General Contractor, if the Lessor is named as additional payee or insured under said bond. Lessee shall further establish an escrow account with a bank in Fernandina Beach, Florida, and shall deposit in advance of commencement of construction of each phase of the improvements an amount equal to the projected cost of the improvements for each phase, and Lessee shall be authorized to withdraw from said account, only with the approval of the Lessor, to insure that said improvements will be constructed, and the materialmen, laborers, suppliers and contractors are paid for the work performed on the Property. The parties shall coordinate and cooperate with one another in the establishment of said account and execute the necessary documents to accomplish the purpose stated herein. Such escrow account shall be required only to the extent that a similar account is not required by Lessee's lender or by requirement of any grant obtained by Lessee.

ARTICLE VII. DESCRIPTION OF IMPROVEMENTS

7.01. Lessee promises to begin construction of, within the time periods set forth in paragraph 6.01(B)(1) and (2), the following described improvements.

7.01(A.) The improvements described in paragraph 6.01(B)(2) shall be the bulkheading with related land filling, and the relocation and construction of Front Street if approved by City of a size and quality and in all material ways similar to the construction of the same improvements on the City Marina Property.

7.01(B). The improvements described in paragraph

(4) Any improvements that produce revenues comparable to at least one of the activities described above and is approved by Lessor in advance.

7.01(C). The determination of which of the improvements to be constructed on the Property listed in paragraph 7.01(B) shall be made in the sole discretion of Lessee except under paragraph 7.01(B)(4) which requires advance approval of Lessor.

7.01(D). Lessee covenants that the improvements described in paragraphs 7.01(A) and 7.01(B) shall cost in excess of $300,000.00. Such amount shall be expended by Lessee for improvements to the Property and certified to by Lessee's engineer in writing delivered to Lessor prior to January 1, 1994. Failure of the Lessee to make the improvements in the above amount by January 1, 1994 shall constitute a "default" under paragraph 18.03 hereof.

7.02. Building Permit.

The Lessee shall be required to apply for a building permit and comply with applicable ordinances regarding the proposed improvements. The application for building permit shall be prepared by an engineer registered in the State of Florida.

7.03. Ownership of Improvements.

At the termination of this Lease, whether by expiration of time or default, the improvements shall be the property of the Lessor free and clear of all liens or claims of Lessee whatsoever, except that personal property installed by Lessee not permanently affixed to the facilities may be removed, provided that if said removal causes any damages to the facilities, Lessee will repair said damages in a proper and satisfactory manner to the Lessor at Lessee's own expense. Docks, walkways, pilings, cat walks, mooring facilities, etc., shall not be classified as personal property and shall be considered as part of the real estate owned by the Lessor.

ARTICLE VIII. ACCESS TO PROPERTY

8.01. Subsequent to the date hereof, the Lessee shall permit the representatives of the Lessor unlimited access to the Property, other than private offices and storage space occupied by tenants, at all reasonable times deemed necessary for the purposes of this Lease Agreement.

ARTICLE IX. WARRANTY

9.01. The Lessee will warrant that all public improvements upon the premises which will be for public use shall be fit for their intended use. "Public improvements", for the purpose of this section, shall mean all improvements other than private offices and tenant occupied space.

ARTICLE X. COVENANTS AND RESTRICTIONS

ARTICLE XI. REPRESENTATIONS AS TO LESSEE

11.01. The Lessee represents and agrees that its lease of the subject Property, and its other undertakings, pursuant hereto, are for the purpose of development of the subject Property and not for speculation in land holding.

ARTICLE XII. SPECIAL PROVISIONS

12.01. Lessee may assign its interest in this Lease Agreement with the approval of the Lessor, and such approval shall not be unreasonably withheld, and provided that Lessee's interest in the City Agreement is also assigned to the same parties. Nothing contained in the above shall prohibit the Lessee from forming partnerships or other form of business associations to carry out this Lease Agreement so long as the Lessee shall remain liable for the lease payments to the Lessor under the terms of this Lease Agreement and retains control of management of the Property, and provided that the Lessor is notified of such partnerships or associations in writing prior thereto.

12.02. Lessee shall have the right to mortgage its interest in the subject Property and the Lessor agrees to assist and cooperate with Lessee in that effort; provided, however, that all rights acquired under the leasehold mortgage shall be subject to all the terms of this Lease Agreement and in no circumstance may the Lessee encumber by lien the underlying land, nor shall any conventional mortgage on the leasehold exceed at any time an amount equal to seventy percent (70%), nor any industrial development bond exceed an amount equal to eighty percent (80%) of the value of the marina portion of the improvements, or eighty-five percent (85%) of the value of the landside improvements, without the prior approval of the Lessor, nor shall the combined leasehold mortgage or bond indebtedness exceed a total average of seventy-five percent (75%) of the value of all such improvements, without such prior approval by the Lessor. The value as stated herein shall be based upon the current market value of the improvements, to be constructed or existing at the time of incurring of such debt.

12.03. The Lessee shall be fully responsible for the development of all improvements at the Lessee's sole cost and expense, pursuant to the terms and conditions of this Lease Agreement.

12.04. The Lessor agrees to consent to the Lessee securing any permits and approvals necessary to construct piers, docks, boat slips, and all other improvements to be constructed by the Lessee at the Lessee's sole expense as part of the public marina.

12.05. The Lessee shall operate the public marina and the improvements on a non-exclusive basis and implement and impose user fees uniformly, without regard to age, religion, sex, race, other condition, or the political subdivision in which

materials resulting from dredging, bulkheading, and/or construction, and other incidental damage resulting from any construction operations and the like which might occur. The Lessor and the Lessee, their successors and assigns, agree to cooperate with each other in connection with the securing of future dredging of the marina, and in this connection, agree to execute such applications, and other documents necessary or incidental to the approval of the U.S. Army Corps of Engineers, or other public agency, to undertake and execute such dredging should dredging ever be required.

12.08. The Lessor shall cooperate in every respect with the Lessee in securing all required municipal permits and approvals.

12.09. The Lessee shall have sole discretion over tenant selections and the marketing program, but such shall comply with all applicable laws and ordinances. The Lessee agrees to incorporate public marina guidelines (on a publicly advertised first-come, first-served basis) as an addendum to this Lease Agreement prior to the start of marina construction. A copy of these guidelines shall be furnished to the Lessor.

12.10. Prior to the signing of this Lease Agreement, the Lessee agrees to provide the Lessor with a copy of the Articles of Incorporation and financial statements of CENTRE STREET WATERFRONT GROUP, INC.

ARTICLE XIII. INDEMNIFICATION AND HOLD HARMLESS

13.01. The Lessee shall defend and indemnify the Lessor and save it harmless from any and all claims, suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or about the leased premises or any part thereof throughout the entire lease term, or occasioned wholly or in part by any act or omission of the Lessee, its agents, contractors, employees, servants, invitees, licenses, or concessionaires.

13.02. From time to time, Lessor may be required to employ attorneys, certified public accountants, engineers, or consultants to assist it in the carrying out of its obligations hereunder, review of plans, permits applications, and similar documents required hereunder. Lessee, recognizing that Lessor's rent is nominal in amount during the early term of this Lease, agrees to reimburse Lessor for all of such costs of services required hereunder until such time as the Lessor has received a minimum rent or percentage rent of $12,000 or more for the preceding year. In no event will the amount of reimbursement to Lessor exceed the difference between the rent actually paid during the preceding year and $12,000. Failure to reimburse Lessor within thirty (30) days after submission of a bill shall constitute a default of this Lease and Lessor may terminate as a result of this default.

ARTICLE XIV. INSURANCE, TAXES AND MAINTENANCE REQUIRED

14.01. The Lessee shall maintain hazard and liability

14.02. Lessee shall pay promptly all taxes, excise or license fees of whatever nature, applicable to this operation and take out and keep current all licenses, municipal, state or federal, required for the conduct of the business, and further shall not permit any of said taxes, excise or license fees to become delinquent. Lessee shall comply with all local, state and federal rules and regulations relating to the operation of said facilities. Lessee shall not permit any mechanic's or materialmen's or any other lien to be imposed upon the property hereinabove described or any part or parcel thereof by reason of any work or labor performed or materials furnished by any mechanic or materialman to said facilities herein granted. Lessee shall pay promptly when due all bills, debts and obligations incurred in connection with the operation of said facilities and not permit same to become delinquent and suffer no lien, mortgage, judgment, execution or levy against the Property.

14.03. Lessee shall be responsible for all costs of maintaining and operating the Property and improvements and shall keep all improvements in good operational repair and in compliance with all laws and ordinances.

ARTICLE XV. ALTERATIONS

15.01. Notwithstanding anything in this Agreement expressed or implied to the contrary, the Lessor and the Lessee agree to pursue the development of the subject Property in good faith to achieve a commercially successful project. In this regard, it is contemplated that this Agreement may be expanded or modified by the agreement of both parties in order to accomplish the proposed or future development. This provision shall not be construed, however, to require Lessor to in any way guarantee Lessee's success in this Project.

ARTICLE XVI. OPERATIONAL REQUIREMENTS

16.01. The Lessee shall comply with the following operational requirements of any marina improvements or improvements to the Property as follows:

16.01(A). The hours of operation should be a minimum of twelve (12) hours a day or daylight hours, whichever is greater.

16.01(B). Electricity and water service will be provided within a thirty-foot radius of the individual slips.

16.01(C). Toilet and shower facilities shall be open during operating hours. Slip renters shall be provided a key for non-operating hours.

16.01(D). Lessee shall provide adequate fueling facilities to marina patrons.

16.01(E). Lessee shall permit permanent live-aboards but limit this number to not more than ten percent (10%) of the total available slippage. They shall be spaced so as to provide security for the Marina. "Permanent" is herein defined

(1) The name and address of all slip patrons;

(2) The make, model, year, and registration number of all boats docked in the marina;

(3) The state and county in which all boats are registered;

(4) The dates and time periods in which the boat was docked in the marina;

(5) Such records shall be preserved for a period of two (2) years and made available to authorized law enforcement agencies.

16.01(I). Boats and boaters shall be subject to the following regulations within the marina to be published and posted by the operator:

(1) A maximum speed of five (5) miles per hours, with no wake permitted in the Marina;

(2) No dumping or litter, garbage, or other debris shall be allowed in any waterway within the Marina area;

(3) The fuel dock and adjacent water area shall remain open and available for the intended purposes during the hours of operation;

(4) All appropriate U. S. Coast Guard rules and regulations for boat handling shall be followed at all times within the Marina.

16.01(J). To provide services and maintain an inventory sufficient to satisfy the demands and needs of the boating public at the Marina.

16.01(K). To secure and maintain all licenses required and to pay when due all taxes and assessments which shall be imposed or assessed by governmental units in connection with the business or operation conducted, pursuant to the provisions of this agreement and to otherwise comply with all applicable laws, ordinances, rules, regulations or policies established by the Lessor or any local, state or federal governmental unit or authority.

16.01(L). To keep the buildings, piers, docks, and structures and immediate premises clean, orderly and free and clear of any obstruction, rubbish or litter, in accordance with Florida State Sanitation Laws and the laws, ordinances, rules, regulations or policies of any local, state or federal governmental body.

16.01(M). To hire sufficient number and capable personnel to operate the improvements.

16.01(N). To maintain the facilities and any equipment

16.01(Q). To maintain the marina facilities in good repair and at the termination of this Agreement to deliver the premises in good repair, subject to normal wear and tear.

16.01(R). To install at its own expense all facilities and equipment, including but not limited to berths and slips, boat launching, parking, public access, and utility services.

16.01(S). To be the insurer of the Lessor against risk of loss or theft of or damage to any Lessor fixtures, equipment, and personal property which are a part of or located in and on the premises and shall promptly replace or repair the same within sixty (60) days of such loss, theft or damage.

16.01(T). To pay promptly all taxes, excise or license fees of whatever nature, applicable to this operation and take out and keep current all licenses, municipal, state or federal, required for the conduct of the business, and further shall not permit any of said taxes, excise or license fees to become delinquent. Lessee shall comply with all local, state and federal rules and regulations relating to the operation of said facilities. Lessee shall not permit any mechanic's or materialmen's or any other lien to be imposed upon the property hereinabove described or any part or parcel thereof by reason of any work or labor performed or materials furnished by any mechanic or materialman to said facilities herein granted. Lessee shall pay promptly when due all bills, debts and obligations incurred in connection with the operation of said facilities and not permit same to become delinquent and suffer no lien, mortgage, judgment, execution or levy against the Property.

ARTICLE XVII. VIOLATIONS BY LESSEE

17.01. Upon inspection of the improvements, if any, by Lessor or his designee (as provided below), if it is found that conditions or practices exist which are in violation of Article XVI of this Lease, or otherwise constitute operational defaults, the Lessor or his designee shall furnish the Lessee with a list of those violations that said inspection revealed, and give the Lessee ninety (90) days' written notice to remedy said violations. Likewise, any violations given to Lessee under its City Agreement shall promptly be given to Lessor and where applicable such violations shall be violations under this Article and cure by Lessee shall be as herein stated. Failure of the Lessee to remedy said violations within said specific time shall constitute a default by Lessee and entitle the Lessor to cure such default, and charge the cost of such cure back to Lessee as additional rent.

ARTICLE XVIII. DEFAULT

18.01. If Lessee shall make default in the payment of rent, and such default continues for thirty (30) days after written notice thereof by Lessor to Lessee, Lessor may terminate this Lease and may re-enter and retake possession of the Property.

days, if Lessee fails to proceed within said sixty (60) day period or as promptly as possible and with all due diligence after the giving of said notice, and thereafter to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within sixty (60) days, that the time of Lessee within which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence), the Lessor may terminate this Lease and re-enter and retake possession of the Property.

18.03. If Lessee shall fail or refuse to perform or carry out the construction of the improvements required to be done by it under the terms hereof, and in the manner herein provided, or should it fail to prosecute said work diligently and expeditiously, or should unnecessarily delay the same, Lessor shall have the right to take appropriate action against the Lessee or against the surety on its bond, or against the Lessee to insure completion of the work, in accordance with the provisions hereof. Lessor may, at its option, by written notice to Lessee, declare Lessee in default. If such default is declared, then, unless such default is cured by Lessee taking such action as aforesaid, within thirty (30) days after the giving of such notice, this Lease shall thereupon terminate and the term thereof shall expire on the thirty-first (31st) day after the giving of said Notice of Default, and thereafter this Lease shall become null, void and of no effect. In the event this Lease is terminated, in accordance with this Section 18.03, the surety shall assume and complete or procure the completion of the work provided for herein, subject to and with the benefits of the terms of this Lease and shall thereupon be subrogated to all of the rights and privileges enjoyed by the Lessee, prior to default as shall be evidenced by a lease to be entered into by and between the Lessor and the surety or its nominee, upon the same terms, conditions and agreements as set forth in this Lease Agreement; PROVIDED, HOWEVER, that Lessor shall have the option upon such default to refuse to execute a lease with such surety, and shall pay such surety an amount equal to the cost of such improvements then existing, less an amount equal to any grants received by Lessee.

18.04. No termination of this Lease, pursuant to the above, nor taking or recovering possession of the premises, pursuant to Section 18.03 above, shall deprive Lessor of any other action against Lessee for possession, for rent, or for damages, nor shall any action for rent or damages prevent Lessor from proceeding to recover possession, pursuant to the provisions of this Lease. In no case shall any omission by Lessor to enforce any forfeiture or to exercise any other remedy belonging to it or to require a strict performance of all the terms of this Lease be deemed or taken to be a waiver by Lessor of a right to enforce a forfeiture or pursue any other remedy or remedies herein given or allowed by law or of the right to have and expect a strict performance of all the covenants of this lease by Lessee. The consent or approval of Lessor given in any instance with respect to any particular matter shall not be or be deemed to be a consent or approval with respect to the same or any other similar or dissimilar matter in any other instance.

breach of any covenant of this Lease shall not be deemed a waiver of such breach and no waiver by Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing. In addition to the other remedies in this Lease provided, Lessor shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

18.06. No default (other than a default in the payment of money) shall be deemed to exist or continue if and so long as the default shall be caused by reason of Lessee being delayed in or prevented from remedying the same by fire, casualty, strikes, lockouts or labor disturbances, act of god or the public enemy, or order, direction or lawful interference by any municipal, state, or governmental agency; but if and when the occurrence or condition which caused, delayed, or prevented the remedying of such default shall be removed or cease to exist, it shall be the obligation of Lessee to remedy such default as speedily as practicable and with all due diligence.

18.07. Upon termination hereof, by either expiration or by default and repossession as provided above, all improvements shall become the property of the Lessor, except Lessee shall have the right to remove from the Property all personal property installed by Lessee not permanently affixed to the facilities, subject, however, to any valid lien or claim which the Lessor may have for unpaid fees or charges for repair of the facilities, provided also, that if said removal causes any damage to the Property, said Lessee will repair the same in a proper and satisfactory manner at its own expense. Docks, walkways, pilings, cat walks, mooring facilities, etc., shall not be considered personal property.

ARTICLE XIX. LEASEHOLD MORTGAGE

19.01. It is contemplated by the parties that Lessee will finance a portion of the total development and construction cost of the project by means of a mortgage of the leasehold estate created by this Lease and of Lessee's entire interest in the demised premises, but it is also contemplated that such mortgage will and it is agreed that such shall be subordinate to Lessor interest as Lessor under this Lease. Lessee shall also have the right from time to time during the term of this Lease to place any substitute or additional mortgage on the leasehold estate created by this Lease and on Lessee's interest in the demised premises, but all such mortgages shall be subordinate to Lessor's interest as Lessor under this Lease.

19.02. In the event that at any time during the term of this Lease the leasehold interest of Lessee is subject to a mortgage in accordance with the provisions of Section 19.01 above, then so long as such mortgage is outstanding and unreleased a copy of any notices at any time required or permitted under the terms of this Lease to be given by Lessor to Lessee shall at the same time be sent by Lessor to the mortgagee, provided that prior thereto Lessee shall have given written notice to the Lessor of the existence of said mortgage and have stated in said notice the address of the mortgagee to

20.03. All covenants, warranties, conditions and agreements set forth in this Lease Agreement shall survive the execution of this Agreement and other documents at any time executed and delivered under, pursuant to, or by reason of this Agreement, and the payment of all monetary sums paid under, pursuant to, or by reason of this Agreement shall continue to be binding the CENTRE STREET WATERFRONT GROUP, INC. and the Lessor and on their respective successors and assigns.

20.04. Independent Contractor.

Lessee shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be in any way construed to constitute the Lessee or any of his agents or employee or representative of the Lessor.

20.05. Notice.

For purposes of this Agreement, any notice required to be given shall be given, in accordance with this document by delivering written notice to the lessor. Notice shall be given to the Lessee by delivering written notice to 100 Laura Street, Jacksonville, Florida 32202.

20.06. Attorney's Fees.

In the event it becomes necessary to file suit in connection with this Agreement, the prevailing party shall be permitted to recover for attorney's fees and court costs against the losing party.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Agreement to be executed by their authorized representatives as follows:

CENTRE STREET WATERFRONT GROUP, INC.

By: Robert S. Allison
ROBERT S. ALLISON

Its: President

(corporate seal)

STATE OF FLORIDA

COUNTY OF NASSAU

Before me, the undersigned officer, duly commissioned, qualified and acting as Notary Public, in and for the State and County set forth above, personally appeared ROBERT S. ALLISON known to me to be the President of CENTRE STREET WATERFRONT GROUP, INC., a Florida corporation, and acknowledged and declared that he, as the President, respectively, of said corporation, and that the seal affixed to the foregoing

Suzanne D Hardee Trustee
SUZANNE D. HARDEE, Trustee

Sworn to and subscribed by me at Fernandina Beach, Nassau County, Florida this 5th day of February, 1984.

Mary Richman
Notary Public, State of Florida at Large

My Commission expires: Notary Public, State of Florida My Commission Expires Sept. 13, 1986 Bonded thru Troy Fain-Insurance, Inc.

E. Davis Trustee
ERNEST DAVIS, Trustee

Sworn to and subscribed by me at Fernandina Bch, Florida this 6th day of February, 1984.

Mary P. Lee
Notary Public, State of Florida at Large

My Commission expires: _____

NOTARY PUBLIC, STATE OF FLORIDA My commission expires Mar. 15, 1985

0175T

A part of Water Lots 31 and 32 as recorded in Deed Book A-6, Page 451, of the Public Records of Nassau County, Florida. ALSO: Parts of Water Lots 31, 32 and 33 as recorded in Deed Book 39, Page 308, of the Public Records of said County of Nassau. ALSO: Parts of Water Lots 33 and 34 as recorded in Deed Book 39, Page 308 of the Public Records of said County of Nassau, and further described as:

That certain piece, parcel or tract of land, situate, lying and being in the County of Nassau and State of Florida, known and described as:

PARCEL A

A part of Water Lots Number 31 and 32, and being more fully described as follows: Said tract being 49.95 feet in width lying on the South side of that certain line, as more fully shown upon that certain plat recorded in Deed Book 39, page 308; said line being the Northern boundary line of the property heretofore conveyed by the Fernandina Dock and Realty Company to the Fernandina Packing Company by deed dated December 1, 1925, and which deed is recorded in the Public Records of Nassau County, Florida, in Deed Book 63, Page 137, and said line being described more fully as follows: Beginning at a post set for the intersection of the center lines of Beech Street and Second Street and running Westerly along the center line of Beech Street for a distance of 285 feet; thence Northerly and at right angles for a distance of 102.8 feet; thence Northwesterly making and angle of 68 degrees, 32 minutes from last described line, for a distance of 594 feet to the Northwest corner of said Water Lot 31. Said tract of land being hereby conveyed being described as beginning at the Northwest corner of said Water Lot 31, and running Southeasterly along the line above described to the West boundary of West Front Street; thence Southerly along the West boundary of West Front Street for a distance of 32.75 feet to the Southeast corner of said Water Lot 31, and continuing on the West boundary of West Front Street and the East boundary line of Water Lot 32 for a distance of 18.20 feet; thence Northwesterly and parallel to the first described line and 49.95 feet distant from said line to the official bulkhead line as established from time to time by the United States Government in Amelia River; thence Northerly along the said official bulkhead line for a distance of 90 feet to the North boundary line of said Water Lot 31.

Excepting from and out of the lands hereby conveyed a 10 foot strip for right of way of the Seaboard Air Line Railway on the Western border of Front Street as mentioned or referred to in that certain deed from the Florida Town Improvement Company to Fred W. Hoyt, dated October 2, 1901, and recorded in Deed Book A-6, Page 451, of the Public Records of Nassau County, Florida.

ALSO:

Those certain parcels or pieces of land situate, lying

All of those certain portions of Water Lots numbered 31, 32, and 33, as lie within the following described boundary lines, viz: Beginning at the Southwest corner of said Water Lot 32 and running Northerly along the Western boundary line of said Water Lots 32 and 31, for a distance of 150 feet to a point, which point is the Southwest corner of that certain portion of said Water Lot 31 heretofore conveyed to the said party of the second part hereto, Mike Tiliakos, by the said party of the first part, hereto The First National Bank of Fernandina by its deed dated the 20th day of February 1931, and recorded in Deed Book 77, Page 388, et. seq., of the Public Records of said County of Nassau; thence running on a direct line Southeasterly along the Southern boundary line of the portion of said Water Lot 31 heretofore conveyed to the said Mike Tiliakos by said The First National Bank of Fernandina, as aforesaid, to a point on the Eastern boundary line of said Water Lot 32, which point is 18.20 feet South of the Southeast corner of said Water Lot 31; thence running Southerly along the Eastern boundary line of said Water Lots 32 and 33 to a point, which point is 32.75 feet North of the Southeast corner of said Water Lot 33; thence running Northwesterly on a direct line to the Southwest corner of said Water Lot 32, the said point of beginning, and which portion of said Water Lots 31, 32 and 33, hereinabove described and hereby conveyed, are contiguous and are more fully designated or shown on that certain plat of survey thereof made on March 2, 1925 by L. W. Beugnet, Surveyor, which plat is recorded in Deed Book 39, Page 308, of the Public Records of said County of Nassau.

PARCEL B

That certain piece, parcel or tract of land, situate, lying and being in the County of Nassau and State of Florida, known and described as: Part of Lots (Water Lots) 33 and 34, according to the official plat of the City of Fernandina (now named Fernandina Beach) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged and revised and re-issued by the Florida Town Improvement Company in 1887 and 1901, more particularly described as: Beginning at the Northwest corner of said Water Lot 33 and running Southeasterly on a direct line to a point on the Eastern boundary line of said Water Lot 33, which point is 32.75 feet North of the Southeast corner of said Water Lot 33; thence running Southerly along the Eastern boundary line of said Water Lots 33 and 34 to a point which point is 32.75 feet North of the Southeast corner of said Water Lot 34; thence running Northwesterly on a direct line and parallel to the first above described line, to the Southwest corner of said Water Lot 33; thence running Northerly along the Western boundary line of said Water Lot 33 for a distance of 100 feet to the Northwest corner of said Water Lot 33, the point of beginning, and which portion of Water Lots 33 and 34 above described are contiguous and are more fully designated as shown on that certain plat of survey thereof made on March 2, 1925 by W. L. Beugnet, Surveyor, which plat is recorded in Deed Book 39, page 308 of the Public Records of said County of Nassau.

RESOLUTION NO. 729

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ORDERING A BOND REFERENDUM FOR THE DEVELOPMENT OF THE CITY MARINA IN THE AMOUNT OF $3,000,000 TO DECIDE WHETHER OR NOT A MAJORITY OF THE FREEHOLDERS OF SAID CITY PARTICIPATING ARE IN FAVOR OF THE ISSUANCE OF SAID BOND.

WHEREAS, the City Commission of the City of Fernandina Beach, Florida at its regular meeting held April 24, 1984, did vote by a majority vote to place a referendum for the issuance of bonds in the amount of $3,000,000 for the development of the City marina on the ballot for the City election to be held on July 17, 1984 or as soon as practical thereafter; and

WHEREAS, it appears that notification of said election must be published at least thirty (30) days prior to said election.

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

Section 1. That the above item be prepared in appropriate referendum format.

Section 2. That the referendum be placed on the ballot in an election to be held in the City of Fernandina Beach, Florida, on August 7, 1984.

Section 3. That notice of said election shall be published in accordance with Section 107 of the City charter and Section 100.342 of the Florida Statutes.

ADOPTED this 19th day of June, 1984 in regular session.

John Gregory Haddock
Mayor - Commissioner

ATTEST:

Vicki P. Wingate
Vicki P. Wingate

City of Fernandina Beach

Florida

32034

NOTICE OF CITY BOND REFERENDUM ELECTION

NOTICE IS HEREBY GIVEN that an election will be held at City Hall, 204 Ash Street, Fernandina Beach, Florida on Tuesday, August 7, 1984 between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of voting on a bond referendum for the development of the City Marina in the amount of $3,000,000 to decide whether or not a majority of the freeholders of the City of Fernandina Beach participating are in favor of the issuance of said bond. The bond referendum will read as follows:

BOND REFERENDUM
I. CITY MARINA
Shall bonds in the amount of $3,000,000 be issued by the City of Fernandina Beach, Nassau County, Florida, for the purpose of paying the cost of constructing improvements to the City owned marina, said bonds to bear interest at the rate of not to exceed twelve percent (12.0%) per annum?

Dated at Fernandina Beach, Florida, this 27th day of June, 1984.

-s- Vicki P. Wingate
Its: City Clerk

(NOTE TO PUBLISHER: Please publish the above in the 7-4-84 and 7-18-84 editions of the News-Leader under legal publications. Send bill, along with Proof of Publication, to City of Fernandina Beach, P.O. Box 668, Fernandina Beach, FL 32034, Attn: Vicki P. Wingate. Thank you.)

Final Copy

OFFICIAL BALLOT
NO. _____
City General Election
City of Fernandina Beach, Florida
July 17, 1984

OFFICIAL BALLOT
NO. _____
City General Election
City of Fernandina Beach, Florida
July 17, 1984

Official City General Election Ballot
City of Fernandina Beach, Florida
July 17, 1984

INSTRUCTIONS: To vote for any candidate make a CROSS (X) before their name

FOR MEMBER OF CITY COMMISSION
GROUP 2
(Vote for One)

	Charles L. Albert, Jr.
	Lenda Cook

FOR MEMBER OF CITY COMMISSION
GROUP 3
(Vote for One)

	William (Bill) Holmes
	Connie Hufstetler
	Susan McCranie
	"Beano" Roberts
	T. W. "Tommy" Tilman

STRAW BALLOT NO. 1
FOR CITY TO DEVELOP MARINA EXPANSION
(Vote for One)

Should the City Commission of Fernandina Beach develop and construct the expansion of the City Marina, as opposed to leasing the Marina to a private developer for such development and construction?

YES _____ **NO _____**

STRAW BALLOT NO. 2
CITY OWNED BEACHFRONT PARK PROPERTY
(Vote for One)

Should the City Commission sell that certain property in Fernandina Beach, bordered on the north by Dolphin Street, on the west by Tarpon Avenue, on the east by the coastal construction setback line, and on the south by Trout Street, to a private concern for the development of a major chain hotel, with the proceeds of such sale being used solely for the acquisition and development of oceanfront or beach related recreational and access facilities?

YES _____ **NO _____**

RESOLUTION NO. 726

CITY OF FERNANDINA BEACH, FLORIDA

WHEREAS, the CITY OF FERNANDINA BEACH is considering the expansion and development of the City Marina at the foot of Centre Street, Fernandina Beach, Florida; and

WHEREAS, certain pre-development engineering services and permit application processes are necessary prior to commencement of such expansion and redevelopment; and

WHEREAS, the CITY OF FERNANDINA BEACH desires to employ the CENTRE STREET WATERFRONT GROUP, INC., a Florida corporation, as a consultant to undertake the study of conditions and prepare a preliminary report and estimate of the cost of the project, and if it is decided to proceed with the project, prepare detailed plans, specifications, etc., for the furtherance of the same;

NOW, THEREFORE, BE IT RESOLVED, by the CITY COMMISSION of the CITY OF FERNANDINA BEACH, FLORIDA, in regular session, that:

1.) The CITY OF FERNANDINA BEACH shall employ the Centre Street Waterfront Group, Inc., to perform the following services:

a.) In consultation with the City and on the basis of the proposal previously submitted by CENTRE STREET WATERFRONT GROUP, determine the extent and parameters of the project;

b.) Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications;

c.) Submit its opinion and estimate of probable project costs, based on information contained in the preliminary design documents and revisions thereof;

d.) Furnish six copies of the preliminary design

Department of Natural Resources and Northeast Florida Regional Planning Council, and prepare and submit pertinent permit applications for the above preliminary design;

f.) Review applicable grants availability, prepare and file necessary application(s) therefor, and meet with the appropriate agencies, as needed;

g.) Prepare Water Compliance Reports;

h.) Prepare and present application for Development of Regional Impact Approval.

2.) In consideration of the furnishing of the above services, City shall agree to pay CENTRE STREET WATERFRONT GROUP a sum not to exceed $48,000.00, on a time and expense basis in accordance with a standard schedule of professional fees; PROVIDED, HOWEVER, that in the event the necessary permits and regulatory approvals are not for any reason, granted for the project, or in the event such approval is granted but the CENTRE STREET WATERFRONT GROUP is awarded a lease or contract for the development of the project and its operation subsequent to such development, then no payment shall be made by City to the said CENTRE STREET WATERFRONT GROUP for such services.

3.) The Mayor-Commissioner and City Manager of the City shall be and are hereby authorized to execute the necessary contract or agreement to carry out the purposes of this Resolution, after such agreement shall have been approved by the City Attorney.

ADOPTED in regular meeting duly assembled this 1st day of MAY, 1984.

CITY OF FERNANDINA BEACH

AGREEMENT FOR CONSULTANT
AND ENGINEERING SERVICES

THIS AGREEMENT made and effective as of July 15, 1984, by and between the CITY OF FERNANDINA BEACH, FLORIDA (hereinafter called CITY), and THE CENTRE STREET WATERFRONT GROUP, INC., a Florida corporation (hereinafter called CSWG), whose principal office is P. O. Box 1481, Fernandina Beach, Florida 32034, pursuant to Resolution No. 726, dated May 12, 1984,

WITNESSETH:

WHEREAS, the City is considering the construction of an expansion of the City Marina at the foot of Centre Street, Fernandina Beach, Florida, hereinafter called "the project"; and

WHEREAS, certain pre-development engineering services and permit application processes are necessary prior to commencement of such expansion and redevelopment; and

WHEREAS, the City desires to retain the services of CSWG to assist in the studies relative thereto, the planning and design thereof, the preparation of preliminary plans, specifications, cost estimates, permit applications and other services preliminary to the construction of the project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. The City hereby retains CSWG to serve as the City's consultant for permitting and feasibility purposes preliminary to the construction of the project, to perform the services hereinafter described, on the terms and conditions specified herein and CSWG hereby agrees so to serve.

2. Within THIRTY (30) days after execution of this agreement, CSWG shall meet with the City or its designated representations, to present and discuss preliminary master site and concept plan for the project for the express purpose of defining the extent and parameters of the project, and shall thereafter revise such preliminary plan until it meets with the approval of the City.

3. Within NINETY (90) days after approval by City of the preliminary master plan, CSWG shall:

(a) Prepare and submit six (6) copies of preliminary design documents consisting of design criteria, preliminary drawings and outline specifications, drainage and infra-structure review, preliminary engineering plans and drawings, arrange preliminary meetings with regulatory agencies, review appropriate grant availability, submit its estimate of probable project costs, and report its progress to the City.

(b) Prepare a financial plan, complete analysis of available bathymetry, prepare and submit necessary permit applications, submit necessary zoning requests or applications, obtain necessary legal work, prepare architect's sketches and first preliminary drawings, prepare water quality compliance report,

5. In consideration of the furnishing of the above services, City agrees to pay CSWG a sum not to exceed $48,000.00 on a time and expense basis in accordance with a schedule of professional fees as follows:

Engineering	$ 50.00 per hour
Architectural	$ 50.00 per hour
Legal	$100.00 per hour
Financial	$ 50.00 per hour
Land Planning	$ 50.00 per hour
Administration	$ 25.00 per hour
All Other	$ 50.00 per hour
Outside Consultants	1.2 x billing

PROVIDED, HOWEVER, that in the event CSWG enters into a contract or lease with the City for the construction of the project and its operation subsequent to the development and construction of the project, then no payment shall be made by City to CSWG for such services. Additionally, it is the intent of the parties that CSWG be at risk if full permitting and regulatory approval is not obtained. Accordingly, if no permit or regulatory approvals are obtained so that no renovation or modification of any kind to the existing marina may be made, then CSWG shall not be paid. If final regulatory approval for permits was not obtained because of the necessity to complete and submit a Regional Impact Study and should the City fail to authorize the payment of additional fees to complete such study, the CSWG shall be paid for its services rendered in connection with this agreement. On the other hand, if partial renovation of the marina may be made, then CSWG shall bear a pro rata risk based on the following formula:

(a) If approval for fifty (50) or greater slips is obtained, then CSWG shall be paid in full under this contract;

(b) If approval for less than fifty (50) slips is obtained, then CSWG's amount to be paid under this contract shall be reduced by two percent (2%) for each slip permit under fifty (50) not obtained down to a floor of twenty-five (25) slips. Thus, CSWG's payment may be reduced by as much as fifty percent (50%). For example, if final permitting and regulatory approval is obtained for forty (40) boat slips, then CSWG's payment shall be reduced by twenty percent (20%) (50 minus 40 times 2%);

(c) However, if permitting for less than a minimum of twenty-five (25) slips is obtained, ~~but~~ or no renovation, modification, or improvement of the existing marina is allowed so that the permits have no value to the City, then CSWG shall not be paid.

6. CSWG shall submit monthly reports to the City during the term of this agreement showing all charges, expenses and fees incurred as of the date of each report, such reports to be submitted no later than the 15th day of each month during the term of this agreement.

7. In the event City shall become obligated for the payment due herein, such payment shall be made no later than ninety (90) days following final permitting and regulatory approval, as described above, or on the date of execution by the City of an agreement with another entity for final design and development of the project, whichever first occurs, or within thirty (30) days of termination by City as provided in paragraph 10, below.

9. CSWG certifies that it is a Florida corporation in good standing with full legal authority to enter into this agreement.

10. The City agrees to furnish a complete legal description of the property within THIRTY (30) days of approval by the City of final plan and also agrees to furnish any other information already available to the City and necessary to facilitate the CSWG's successful completion of services outlined in this Agreement.

11. In connection with the services to be provided in this agreement, it is agreed that City may cancel or indefinitely suspend further work hereunder or terminate this contract without cause upon thirty (30) days written notice to CSWG with the understanding that immediately upon receipt of said notice all work and labor being performed under this contract shall cease immediately. Before the end of such thirty (30) day period CSWG shall invoice the City for all work completed and shall be compensated in accordance with the terms of this agreement for all work accomplished by it prior to the receipt of said notice. All plans, field surveys, maps, cross sections and other data related to the project shall become the property of City upon termination of this contract.

12. Approval of the City shall not constitute nor be deemed a release of the responsibility and liability of CSWG, its engineers, architects, employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the City for any defect in the designs, workings, drawings and specifications or other documents prepared by CSWG, its engineers, architects, employees, subcontractors, agents or consultants.

13. This contract is entered into subject to the Charter and Ordinances of the City of Fernandina Beach and applicable state and federal laws.

14. This contract shall not be assigned or sublet by CSWG without the written consent of City.

15. Any written notices given to City by CSWG shall be addressed to and filed with the City Manager, City of Fernandina Beach, Post Office Box 668, Fernandina Beach, Florida 32034, with a copy to WESLEY R. POOLE, CITY ATTORNEY, Post Office Box P, Fernandina Beach, Florida 32034. All written notices from City to CSWG shall be addressed and delivered to Centre Street Waterfront Group, Inc., Post Office Box 1481, Fernandina Beach, Florida 32034.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal, this 7th day of August, 1984.

CITY OF FERNANDINA BEACH

Attest: Vicki P. Wingate
VICKI P. WINGATE
Its: City Clerk

By: Ferris B. Jones
FERRIS B. JONES
Its: City Manager

(official seal)

By: John Gregory Haddock
JOHN GREGORY HADDOCK
Mayor-Commissioner

City of Fernandina Beach

Florida 32034

OFFICE OF
CITY MANAGER

May 4, 1984

Centre Street Waterfront Group
Post Office Box 617
Yulee, Florida 32097

Attention: Mr. Bob Allison

Dear Mr. Allison:

Enclosed please find a certified copy of Resolution Number 726 adopted by the City Commission at its regular meeting of May 1, 1984. If there is anything we can do for you, please advise.

Sincerely,

CITY OF FERNANDINA BEACH

F. B. Jones
City Manager

FBJ/vw

cc: Mr. Gene Lasserre, Chairman
Ocean, Highway & Port Authority

City of Fernandina Beach

Florida

32034

CERTIFICATE

I, VICKI P. WINGATE, City Clerk of the City of Fernandina Beach, Florida, DO HEREBY CERTIFY, that the attached Resolution Number 726 was duly adopted by the City Commission of the City of Fernandina Beach, Florida on the 1st day of May, 1984, A.D., and that said Resolution has been compared by me with the original thereof recorded in the official Resolution Book of the City Commission of the City of Fernandina Beach, Florida, and that it is a correct transcript therefrom and of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the said City of Fernandina Beach, Florida, this 4th day of May, 1984, A.D.

(SEAL)

Vicki P. Wingate

VICKI P. WINGATE
City Clerk
City of Fernandina Beach, Florida

The fifth item on the agenda was a report from the City Attorney on a marina engineering contract. City Attorney Poole then presented Resolution No. 726 to the Commission which read as follows:

"RESOLUTION NO. 726
CITY OF FERNANDINA BEACH, FLORIDA

WHEREAS, the CITY OF FERNANDINA BEACH is considered the expansion and development of the City Marina at the foot of Centre Street, Fernandina Beach, Florida; and

WHEREAS, certain pre-development engineering services and permit application processes are necessary prior to commencement of such expansion and redevelopment; and

WHEREAS, the CITY OF FERNANDINA BEACH desires to employ the CENTRE STREET WATERFRONT GROUP, INC., a Florida corporation, as a consultant to undertake the study of conditions and prepare a preliminary report and and estimate of the cost of the project, and if it is decided to proceed with the project, prepare detailed plans, specifications, etc., for the furtherance of the same;

NOW THEREFORE, BE IT RESOLVED, by the CITY COMMISSION of the CITY OF FERNANDINA BEACH, FLORIDA, in regular session, that:

1.) The CITY OF FERNANDINA BEACH shall employe the Centre Street Waterfront Group, Inc. to perform the following services:

a.) In consultation with the City and on the basis of the proposal previously submitted by CENTRE STREET WATERFRONT GROUP, determine the extent and parameters of the project;
b.) Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications;
c.) Submit its opinion and estimate of probable project costs, based on information contained in the preliminary design documents and revisions thereof;
d.) Furnish six copies of the preliminary design documents, present and review the same in person with the City Commission;
e.) Meet with regulatory officials at Army Corps of Engineers, Florida Department of Environmental Regulation, Department of Natural Resources and Northeast Florida Regional Planning Council, and prepare and submit pertinent permit applications for the above preliminary design;
f.) Review applicable grants availability, prepare and file necessary application(s) therefor, and meet with the appropriate agencies, as needed;
g.) Prepare Water Compliance Reports;
h.) Prepare and present application for Development of Regional Impact Approval.

2.) In consideration of the furnishing of the above services, City shall agree to pay CENTRE STREET WATERFRONT GROUP a sum not to exceed $48,000.00 on a time and expense basis in accordance with a standard schedule of professional fees; PROVIDED, HOWEVER, that in the event the necessary permits and regulatory approvals are not for any reason, granted for the project, or in the event such approval is granted but the CENTRE STREET WATERFRONT GROUP is awarded a lease or contract for the development of the project and its operation subsequent to such development, then no payment shall be made by City to the said CENTRE STREET WATERFRONT GROUP for such services.

3.) The Mayor-Commissioner and City Manager of the City shall be and are hereby authorized to execute the necessary contract or agreement to carry out the purposes of this Resolution, after such agreement shall have been approved by the City Attorney.
ADOPTED in regular meeting duly assembled this 1st day of May, 1984."

City Attorney Poole reviewed and explained said Resolution to the Commission.

Commissioner Sapp stated that the citizens had not even been asked if they wanted the Centre Street Waterfront Group's (CSWG) design. He stated that it seemed as if the Commission would be tying itself down to the CSWG. He stated that he felt the better thing to do would to contract with a firm to lay the preliminary ground work and if the citizens voted for private enterprise to do the development the CSWG could reimburse the City.

Commissioner Lee stated that he was not opposed to entering into an agreement with the CSWG, such as the one the City Attorney had presented in Resolution No. 726, but he did want to emphasize that the costs and work should be monitored by the Commission. He stated that he did not object as long as one member of the Commission was appointed to monitor the costs.

After some discussion, Vice Mayor Albert stated that he was in agreement with Resolution No. 726 as a lot of time had been spent on the matter and he felt the City should proceed.

Commissioner Sorensen stated that Resolution No. 726 did involve the Commission's input and he was in agreement with same.

After more discussion, a motion was made by Vice Mayor Albert, seconded by Commissioner Sorensen, to adopt Resolution No. 726. Commissioner Sapp stated that when the CSWG applied for permits from the regulatory agencies they would be presenting a plan that the City has never endorsed. He further stated that if the City spent money to apply for the permits, it needed to make sure that the plans that was being presented was the plan the City would be using from now on. Mayor Haddock stated that the Commission had control as to what was being planned for the marina and the plans would be approved by the Commission. After more discussion, vote upon passage of the motion was taken by ayes and nays and was as follows:

Commissioner Sorensen:	Aye
Commissioner Sapp:	Nay
Commissioner Lee:	Aye
Vice Mayor Albert:	Aye
Mayor Haddock:	Aye

* * * * * * * * * * * * * * * * * *

The sixth item on the agenda was further consideration of the appointment of one member to the Historic District Council. Commissioner Sorensen nominated Mr. Earnie W. Chaplin, Sr. Vice Mayor Albert seconded the nomination. There being no further nominations, vote upon passage of the nomination was taken by ayes and nays and being all ayes, carried.

Mayor Haddock stated that Mr. Chaplin had been appointed to the Historic District Council and requested that the City Manager notify him of same.

* * * * * * * * * * * *

Mayor Haddock stated that an item had been left off of the agenda concerning the proposed lease and operating agreement for the airport and he would deviate from the agenda to include said item. City Attorney Poole stated that he had prepared and presented to the Commission a proposed lease and operating agreement. He briefly explained the proposed lease and operating agreement to the Commission. He stated that he had also prepared and submitted to the Commission an advertisement for proposals with said proposals to be opened on July 2, 1984 at 12:00 p.m.

After some discussion, Commissioner Sapp inquired if there were any provisions in the agreement stating that if the lessee was apprehended for doing something illegal the City could remove him from the airport. City Attorney Poole stated that he had not put that provision in the agreement, but could include a provision stating that should any principal or officer of the corporation be convicted that would be grounds for termination of the lease agreement. Mayor Haddock suggested that personnel wear something to identify

themselves at the airport. He further stated that there was a typographical error in Exhibit B, Aircraft Sales, under Item 8 for Bodily Injury, which should be changed from $2,000,000 to $3,000,000.

A motion was then made by Commissioner Sapp, seconded by Commissioner Sorensen, to accept the recommended lease and advertisement for the airport as presented by the City Attorney with the additions. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

* * * * * * * * * * * * *

The next item of business was to consider Resolution No. 725 expressing gratitude to Mr. James Moore for services rendered to the City as a member of the Planning Advisory Board which read as follows:

"RESOLUTION NO. 725

A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA, EXPRESSING ITS GRATITUDE FOR OUTSTANDING AND LONG TERM SERVICES RENDERED BY JAMES MOORE, AS A MEMBER OF THE PLANNING ADVISORY BOARD FOR THE CITY OF FERNANDINA BEACH, FLORIDA.

WHEREAS, JAMES MOORE has served the City of Fernandina Beach, Florida, and its populace for a period of four (4) years as a dedicated member of the Planning Advisory Board; and

WHEREAS, in performing the duties as a member of this Board, diligently and conscientiously devoted his best efforts to serving the people of the CITY OF FERNANDINA BEACH; and

WHEREAS. during those four (4) years of service he participated in various difficult undertakings to improve the City without fear or complaint; and

WHEREAS, his services have consistently been characterized by sound, self-sacrificing, unprejudiced and conscientious action; and

WHEREAS, the City Commission of the City of Fernandina Beach, Florida feels that a special commendation should be given to him for his contribution to the City of Fernandina Beach;

NOW, THEREFORE, be it UNANIMOUSLY RESOLVED by the City Commission of the City of Fernandina Beach, Florida, that sincerest appreciation is hereby rendered unto JAMES MOORE for his loyal, devoted and unselfish efforts and the long hours of service given to this City in his official capacity.

BE IT FURTHER RESOLVED that this Resolution be a permanent matter of record in the proceedings of this Commission by recording it in the official minutes and also upon a separate page of the Resolution Book as a testimonial of his record as a wise and faithful volunteer of the City of Fernandina Beach, and that a copy of this Resooution be presented to JAMES MOORE as evidence of this Commission's appreciation.

ADOPTED in a regular meeting of the City Commission of the City of Fernandina Beach, Florida, on this 1st day of May, 1984."

A motion was made by Commissioner Sapp, seconded by Commissioner Sorensen, to adopt Resolution No. 725. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

* * * * * * * * * * * * *

The next item of business was first reading of Ordinance No. 669 amending the code to include the zoning classification of R2-C entitled, "AN ORDINANCE CREATING A NEW SECTION 26-6.1 OF THE CODE OF ORDINANCES OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING A NEW ZONING DISTRICT CLASSIFICATION, "R2-C, RESIDENTIAL-COMMERCIAL MEXED", SETTING FORTH PERMITTED AND CONDITIONAL USES IN SUCH ZONE, BUILDING AND SITE REGULATIONS, MINIMUM YARD AND FLOOR AREA REQUIREMENTS AND PROVIDING FOR AN EFFECTIVE DATE."

City Attorney Poole stated that at the last regular Commission meeting, the

Draft from CSWFG

JUN 1984
City of
Fernandina Beach
Florida
Received

AGREEMENT FOR CONSULTANT SERVICES TO DETERMINE FEASIBILITY OF MARINA PROJECT

THIS AGREEMENT made and entered into this _____ day of _____, 1984, by and between the CITY OF FERNANDINA BEACH, FLORIDA (hereinafter called CITY), and THE CENTRE STREET WATERFRONT GROUP, INC., a Florida corporation (hereinafter called CSWG), whose principal office is _____, Fernandina Beach, Florida 32034, pursuant to Resolution No. 726, dated May 12, 1984,

WITNESSETH:

WHEREAS, the City of Fernandina Beach is considering the expansion and development of the City Marina at the foot of Centre Street, Fernandina Beach, Florida; and

WHEREAS, certain pre-development engineering services and permit application processes are necessary prior to commencement of such expansion and redevelopment; and

Substitute WP

WHEREAS, the City of Fernandina Beach desires to ~~employ~~ retain the Centre Street Waterfront Group, Inc., a Florida corporation, as a consultant to undertake the study of conditions and prepare a preliminary report and estimate of the cost of the project, and if it is decided to proceed with the project, prepare detailed plans, specifications, etc., for the furtherance of the same;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. The City hereby retains CSWG to serve as the City's consultant for permitting and feasibility purposes only and to perform the services hereinafter described, on the terms and conditions specified herein and CSWG hereby agrees so to serve.

2. Within THIRTY (30) days after execution of this agreement, CSWG shall meet with the City or its designated representations, to present and discuss preliminary master site and concept plan for the project for the express purpose of defining the extent and parameters of the project, and shall thereafter revise such preliminary plan until it meets the City's approval.

3. Within NINETY (90) days after approval by City of the preliminary master plan, CSWG shall perform the following:

(a) Submit six (6) copies of preliminary master plan, preliminary drawings and outline specifications, and arrange preliminary meetings with regulatory agencies, review appropriate grant availability, submit its estimate of probable project costs, and report its progress to the City;

(b) Prepare a complete analysis of available bathymetry, prepare and submit necessary permit applications, prepare water quality compliance report, prepare dredge and spoil control compliance report, and report its progress to the City;

5. In consideration of the furnishing of the above services, City agree to pay CSWG a sum not to excess $48,000.00 on a time and expense basis in accordance with a schedule of professional fees as follows:

Engineering	$ 50.00 per hour
Architectural	$ 50.00 per hour
Legal	$100.00 per hour
Financial	$ 50.00 per hour
Land Planning	$ 50.00 per hour
Administration	$ 25.00 per hour
Other:	
Outside Consultants	1.2 x billing

PROVIDED, HOWEVER, that in the event CSWG enters into a contract or lease with the City for the construction of the project and its operation subsequent to the development and construction of the project, then no payment shall be made by City to CSWG for such services. Additionally, it is the intent of the parties that CSWG be at risk if permitting and regulatory approval is not obtained. Accordingly, if any permits or regulatory approvals are obtained so that any modification or improvement of the existing marina may be made, then CSWG shall be paid. The only exception to the nonpayment provisions is that if final regulatory approval for permits is conditioned upon completion and submission of a Regional Impact Study, then in that event, failure by the City to authorize additional fees for completion of that study will not reduce CSWG's eligibility for payment for services rendered in connection with this Agreement.

6. CSWG shall submit monthly reports to the City during the term of this agreement showing all charges, expenses and fees incurred as of the date of each report, such reports to be submitted no later than the 15th day of each month during the term of this agreement.

7. In the event City shall become obligated for the payment due herein, such payment shall be made no later than ninety (90) days following final permitting and regulatory approval, as described above, or on the date of execution by the City of an agreement with another entity for final design and development of the project, whichever first occurs, or within thirty (30) days of termination by City as provided in paragraph 10, below.

8. The parties acknowledge their understanding and agreement that the execution of this agreement and the performance of the services to be rendered by CSWG herein shall not and do not constitute any continuing obligation from the City to CSWG for City to contract with CSWG for the actual construction and operation of the project.

9. CSWG certifies that it is a Florida corporation in good standing with full legal authority to enter into this agreement.

10. The City agrees to furnish a complete legal description of the property within THIRTY (30) days of approval by the City of final plan and also agrees to furnish any other information necessary to facilitate the CSWG's successful completion of services outlined in this Agreement.

11. In connection with the services to be provided in this

12. Approval of the City of the preliminary master plan shall not constitute nor be deemed a release of the responsibility and liability of CSWG, its engineers, architects, employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the City for any defect in the designs, workings, drawings and specifications or other documents prepared by CSWG, its engineers, architects, employees, subcontractors, agents or consultants.

13. This contract is entered into subject to the Charter and Ordinances of the City of Fernandina Beach and applicable state and federal laws.

14. This contract shall not be assigned or sublet by CSWG without the written consent of City.

15. Any written notices given to City by CSWG shall be addressed to and filed with the City Manager, City of Fernandina Beach, Post Office Box 668, Fernandina Beach, Florida 32034, with a copy to WESLEY R. POOLE, CITY ATTORNEY, Post Office Box P, Fernandina Beach, Florida 32034. All written notices from City to CSWG shall be addressed and delivered to Centre Street Waterfront Group, Inc., Post Office Box _____, Fernandina Beach, Florida 32034.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal, this _____ day of _____, 1984.

CITY OF FERNANDINA BEACH

Attest: _____ By: _____

VICKI P. WINGATE FERRIS B. JONES

Its: City Clerk Its: City Manager

(official seal)

CENTRE STREET WATERFRONT GROUP, INC.

Attest: _____ By: _____

Its: Its:

(official seal)

DRAFT NO. 1 - MAY 23, 1984

File - Marina Development

TBJ

AGREEMENT FOR CONSULTANT AND ENGINEERING SERVICES

note: mtg w/ CSWG in W.P.'s office 6/13/84. CSWG will send suggested changes to W.P.

THIS AGREEMENT made and entered into this _____ day of _____, 1984, by and between the CITY OF FERNANDINA BEACH, FLORIDA (hereinafter called CITY), and THE CENTRE STREET WATERFRONT GROUP, INC., a Florida corporation (hereinafter called (CSWG), whose principal office is _____, Fernandina Beach, Florida 32034, pursuant to Resolution No. 726, dated May 12, 1984,

WITNESSETH:

WHEREAS, the City contemplates the construction of an expansion of the City Marina at the foot of Centre Street, Fernandina Beach, Florida, hereinafter called "the project"; and

WHEREAS, the City desires to retain the services of CSWG to assist in the studies relative thereto, the planning and design thereof, the preparation of preliminary plans, specifications, cost estimates, permit applications and other services preliminary to the construction of the project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1.) The City hereby retains CSWG to serve as the City's consultant and engineer preliminary to construction of the project, to perform the services hereinafter described, on the terms and conditions specified herein and CSWG hereby agrees so to serve.

2.) Within THIRTY (30) days after execution of this agreement, CSWG shall meet with the City or its designated representations, to present and discuss preliminary master site and concept plan for the project for the express purpose of defining the extent and parameters of the project, and shall thereafter revise such preliminary plan as may be necessary to meet with the approval of the City.

3.) Within THIRTY (30) days after approval by City of the preliminary master plan, CSWG shall prepare and submit six (6) copies of preliminary design documents consisting of ~~final~~ design criteria, preliminary drawings and outline specifications, ~~complete~~ drainage and infra-structure review, ~~complete~~ preliminary engineering plans and drawings, arrange preliminary meetings with regulatory agencies, review appropriate grant availability, submit its estimate of probable project costs, and report its progress to the City.

4.) Within SIXTY (60) days after approval by City of the preliminary master site and concept plan, CSWG shall prepare a financial plan, complete bathymetry ~~analysis~~ analysis of available, prepare and submit necessary permit applications, submit necessary zoning requests or applications, complete necessary legal work, complete architect's sketches and first preliminary drawings, prepare water quality compliance report, prepare dredge and spoil control

6.) Within ONE HUNDRED TWENTY (120) days after approval by City of the preliminary master site and concept plan, CSWG shall complete engineering plans and specifications, complete architectural plans and estimates, complete the development package, develop a construction schedule and report its progress to the City.

7.) Within ONE HUNDRED FIFTY (150) days after approval by City of the preliminary master site plan and concept, CSWG shall make its final report to the City of the status of the permit applications, status of applications for funding or grant assistance, and make general recommendations to City as to the continuation of the project into the construction stage.

8.) In consideration of the furnishing of the above services, City agrees to pay CSWG a sum not to exceed $48,000.00 on a time and expense basis in accordance with a schedule of professional fees as follows:

Engineering	$_____ per hour
Architectural	$_____ per hour
Legal	$_____ per hour
Financial	$_____ per hour
Land Planning	$_____ per hour
Other:	
_____	$_____ per hour
_____	$_____ per hour
_____	$_____ per hour

PROVIDED, HOWEVER, that in the event the necessary permits and regulatory approvals are not for any reason, granted for the project, or in the event such approval is granted and CSWG enters into a contract or lease with the City for the construction of the project and its operation subsequent to its development and construction, then no payment shall be made by City to CSWG for such services. CSWG shall submit monthly reports to City during the term of this agreement showing all charges, expenses and fees incurred as of the date of each report, such reports to be submitted no later than the 15th day of each month during the term of this agreement. In the event, City shall become obligated for the payment due herein, such payment shall be made no later than one hundred eight (180) days following final permit approval or the date of execution by City of an agreement for the construction and development of the project, whichever shall first occur, or within thirty (30) days of termination by City as provided in Paragraph 11, below.

9.) The parties acknowledge their understanding and agreement that the execution of this Agreement and the performance of the services to be rendered by CSWG herein shall not and not constitute any continuing obligation from the City to CSWG for City to contract with CSWG for the actual construction and operation of the project.

10.) CSWG certifies that it is a Florida corporation in good standing with full legal authority to enter into this

All plans, field surveys, maps, cross sections and other data related to the project shall become the property of City upon termination of this contract.

12.) Approval of the City shall not constitute nor be deemed a release of the responsibility and liability of CSWG, its engineers, architects, employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the City for any defect in the designs, working drawings and specifications or other documents prepared by CSWG, its engineers, architects, employees, subcontractors, agents or consultants.

After acceptance of the final plans and special provisions by City, CSWG agrees, prior to and during the construction of the project, to perform, at no additional cost to City, such engineering and architectural services as may be required by City to correct errors or omissions on the original plans prepared by CSWG and to change the original design as required and shall further indemnify, defend and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, error or omission of CSWG or its agents or employees.

13.) This contract is entered into subject to the Charter and Ordinances of the City of Fernandina Beach and applicable state and federal laws.

14.) This contract shall not be assigned or sublet by CSWG without the written consent of City.

15.) Any written notices given to City by CSWG shall be addressed to and filed with the City Manager, City of Fernandina Beach, Post Office Box 668, Fernandina Beach, Florida 32034, with a copy to WESLEY R. POOLE, CITY ATTORNEY, Post Office Box P, Fernandina Beach, Florida 32034. All written notices from City to CSWG shall be addressed and delivered to Centre Street Waterfront Group, Inc., Post Office Box _____, Fernandina Beach, Florida 32034.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal, this _____ day of _____, 1984.

CITY OF FERNANDINA BEACH

Attest: _____ By: _____

VICKI P. WINGATE — FERRIS B. JONES

Its: City Clerk — Its: City Manager

(official seal)

CENTRE STREET WATERFRONT

RESOLUTION NO. 655

A RESOLUTION PROVIDING FOR THE STUDY OF OF PLANS FOR THE DEVELOPMENT OF THE MARINA AREA AND PORT OF THE CITY OF FERNANDINA BEACH, FLORIDA.

WHEREAS, the City of FERNANDINA BEACH and OCEAN, HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY have tentatively agreed to a joint consideration and study of various development plans for the marina area and port of Fernandina; and

WHEREAS, the CITY COMMISSION of the CITY OF FERNANDINA BEACH deems it advantageous and beneficial to the citizens of the City of Fernandina Beach to delay the implementation of development of the marina area and port of Fernandina pending consideration of alternative plans;

NOW, THEREFORE, BE IT RESOLVED by the CITY COMMISSION OF FERNANDINA BEACH, FLORIDA, in a regular meeting held on the 17th day of November, 1981, that during the next twenty-four (24) months, the CITY COMMISSION shall make no permanent plans or commitments for the marina area and that an ad-hoc committee, consisting of the OCEAN, HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, two members of the CITY COMMISSION OF FERNANDINA BEACH and two members of the AMELIA ISLAND FERNANDINA BEACH CHAMBER OF COMMERCE shall be appointed to formulate proposals for submission to the CITY COMMISSION concerning the development of the marina area and the port of Fernandina.

ADOPTED at a regular meeting of the CITY COMMISSION of the CITY OF FERNANDINA BEACH, FLORIDA on this 17th day of November, 1981.

CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA

Charles L. Albert, Jr.

Charles L. Albert, Jr.

Its: Mayor-Commissioner

RESOLUTION NO. 652

CITY OF FERNANDINA BEACH, FLORIDA

A RESOLUTION PROVIDING FOR THE STUDY OF PLANS FOR THE DEVELOPMENT OF THE MARINA AREA AND PORT OF THE CITY OF FERNANDINA BEACH, FLORIDA.

WHEREAS, the CITY OF FERNANDINA BEACH and OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY have tentatively agreed to a joint consideration and study of various development plans for the marina area and port of Fernandina; and

WHEREAS, the CITY COMMISSION of the CITY OF FERNANDINA BEACH deem it advantageous and beneficial to the citizens of the City of Fernandina Beach to delay the implementation of development of the marina area and port of Fernandina pending consideration of alternative plans;

NOW, THEREFORE, BE IT RESOLVED by the CITY COMMISSION OF FERNANDINA BEACH, FLORIDA, in a regular meeting held on the 6th day of October, 1981, that during the next twenty-four (24) months, the CITY COMMISSION shall make no long term plans or commitments for the marina area and that an ad-hoc committee, consisting of the OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, two members of the CITY COMMISSION OF FERNANDINA BEACH and two members of the AMELIA ISLAND FERNANDINA BEACH CHAMBER OF COMMERCE shall be appointed to formulate proposals for submission to the CITY COMMISSION concerning the development of the marina area and the port of Fernandina.

BE IT FURTHER RESOLVED that this commitment of the CITY COMMISSION shall be contingent upon the obtaining by the OCEAN HIGHWAY AND PORT AUTHORITY of similar commitments from all other property owners along the waterfront area in the port of

commitments, or any of them, the CITY COMMISSION shall, at its option, proceed with any other development plans which it shall deem advisable.

ADOPTED at a regular meeting of the CITY COMMISSION of the CITY OF FERNANDINA BEACH, FLORIDA, on this 6th day of October, 1981.

CITY COMMISSION OF THE CITY
OF FERNANDINA BEACH, FLORIDA

By: Charles L. Albert, Jr.
CHARLES L. ALBERT, JR.

Its: Mayor/Commissioner

Attest: Mary Julia Little
MARY JULIA LITTLE

Its: City Clerk

RESOLUTION 2012-202

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH APPROVING REVISIONS TO THE CONCEPTUAL WATERFRONT PARK PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has an interest in creating an attractive waterfront amenity for the enjoyment of citizens and visitors; and

WHEREAS, the community has consistently identified the need for a waterfront park located on City owned property along the Amelia River over the past 30+ years and through its Vision 2000, Vision 2020, Waterfronts Partnership Vision, Community Redevelopment Area (CRA) Plan, and through various City Commission goal setting agendas; and

WHEREAS, on October 22, 2008 the Waterfronts Florida Partnership Committee and the Parks and Recreation Advisory Committee met, discussed and agreed to an overall conceptual waterfront park master plan; and

WHEREAS, on November 18, 2008 the City Commission endorsed the conceptual waterfront park master plan for water lots 1, 25-33, and a portion of 34, known as Parking Lots A, B, C, and D; and

WHEREAS, the City Manager appointed a Waterfront Advisory Group consisting of professional architects, a civil engineer, and citizen to make revisions to the conceptual waterfront park master plan; and

WHEREAS, the Waterfront Advisory Group met eight (8) times from November 2011- March 2012 to discuss necessary revisions to the conceptual waterfront park master plan; and

WHEREAS, the Waterfront Advisory Group recommends endorsement of the presented revisions to the conceptual waterfront park master plan; and

WHEREAS, the City Manager is directed to prepare cost estimates for the completion of the conceptual waterfront park master plan for presentation to the City Commission within forty-five (45) days following the passage of this Resolution.

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

SECTION 1. The City Commission hereby approves Waterfront Advisory Group recommended revisions to the conceptual waterfront park master plan.

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

SECTION 3. Adopted this 22nd day of March, 2012.

CITY OF FERNANDINA BEACH

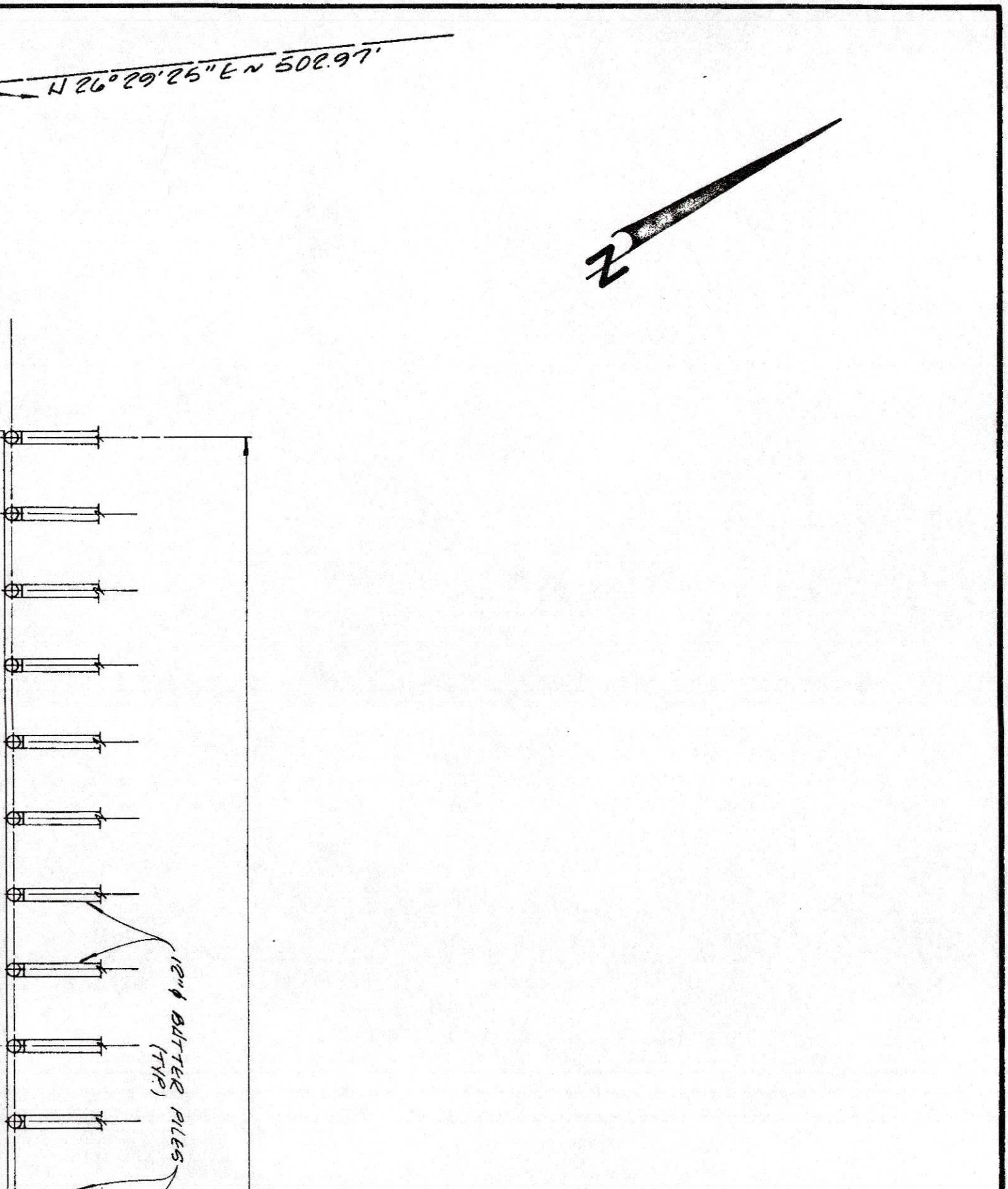
_____
Arlene R. Filkoff
Commissioner – Mayor

ATTEST:

_____
Mary L. Mercer
City Clerk

APPROVED AS TO FORM:

_____
Tammi E. Bach
City Attorney



N 26°29'25" E ~ 502.97'
N
12"ϕ BUTTER PILES (TYP.)

EXHIBIT A

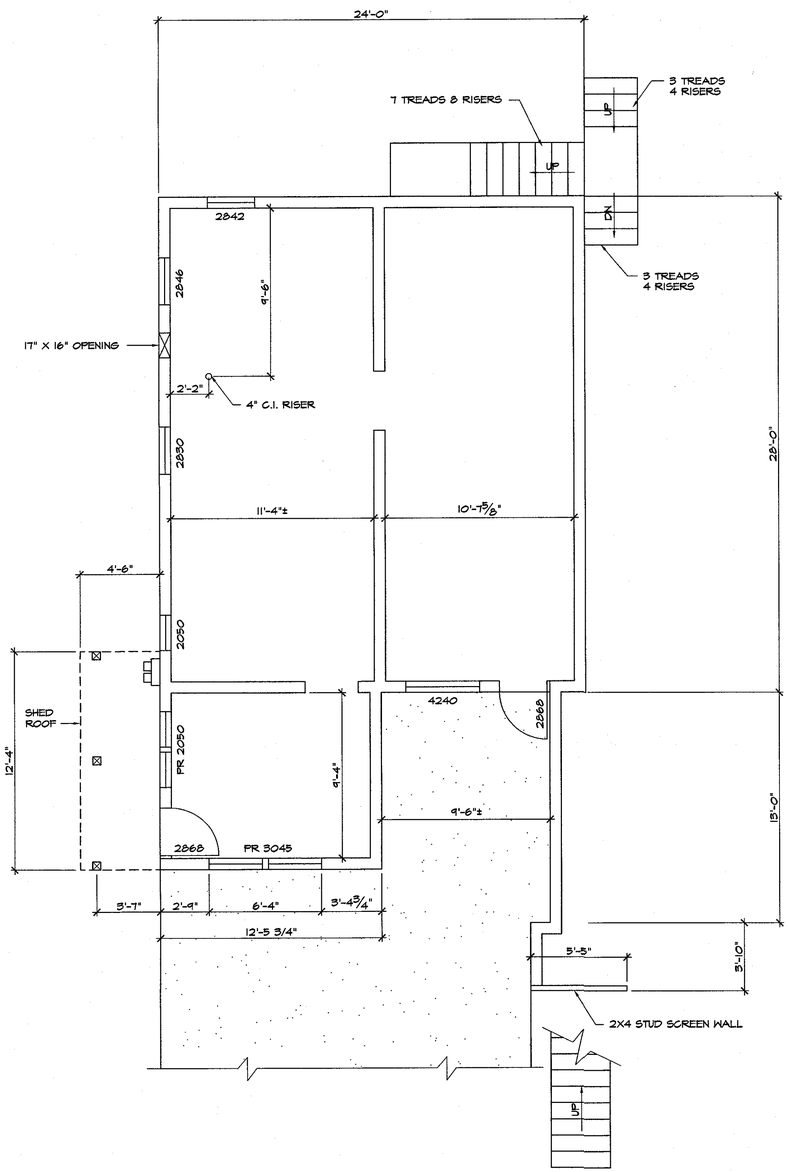
CITY'S 2045 VISION AND MISSION STATEMENT

VISION STATEMENT:

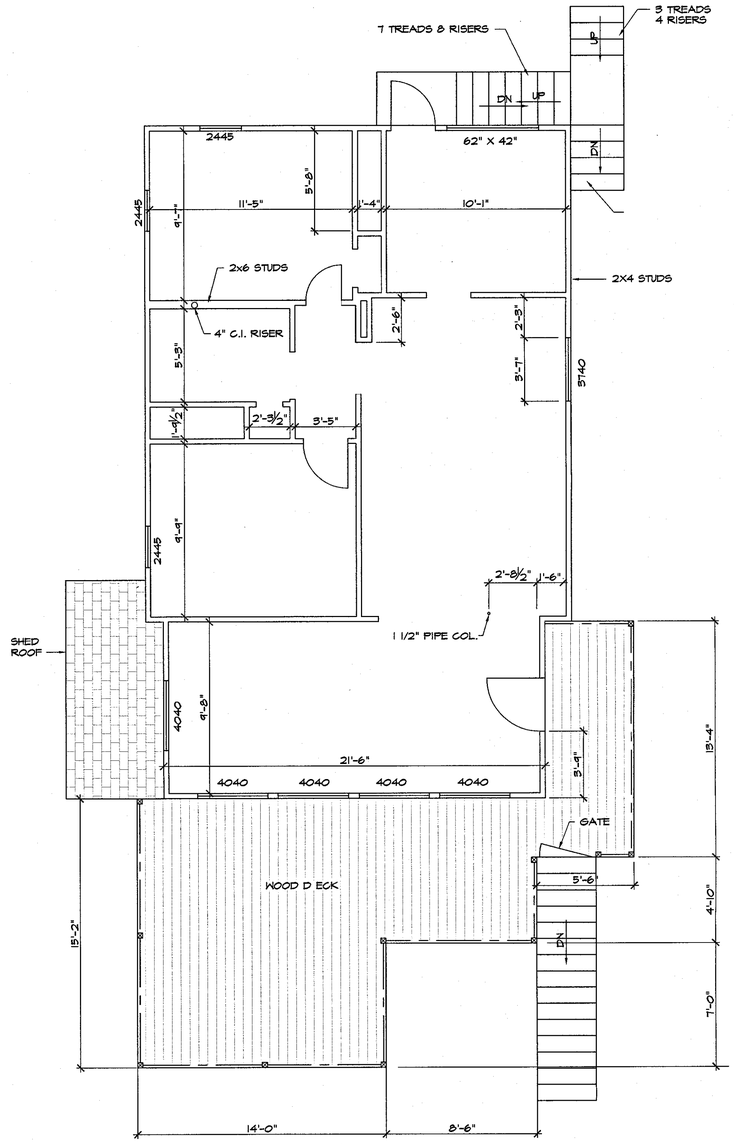
The City of Fernandina Beach is a historic barrier island community that maintains its small-town quality of life by protecting its rich array of natural, cultural, and historic resources. Serving as an environmental steward, the City will maintain a strong and resilient economy through a commitment to sustainable development practices.

MISSION STATEMENT:

The City of Fernandina Beach will implement changes and updates to the City's Comprehensive Plan and Land Development code, establish key partnerships, expand public outreach, and support capital investment that will accomplish the City's Vision Statement.



EXISTING 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"



EXISTING 2ND FLOOR PLAN
SCALE: 1/4" = 1'-0"

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REVISIONS

NO.	DATE	REMARKS

THE JOHN STOKES COMPANY
5542 FIRST COAST HIGHWAY, SUITE 301
FERNANDINA BEACH, FLORIDA 32034
PHONE (904) 321-1832 FAX (904) 491-6282
FLA. CERTIFICATION NO. CGC028018 GA. CERTIFICATION NO. RLQA004001

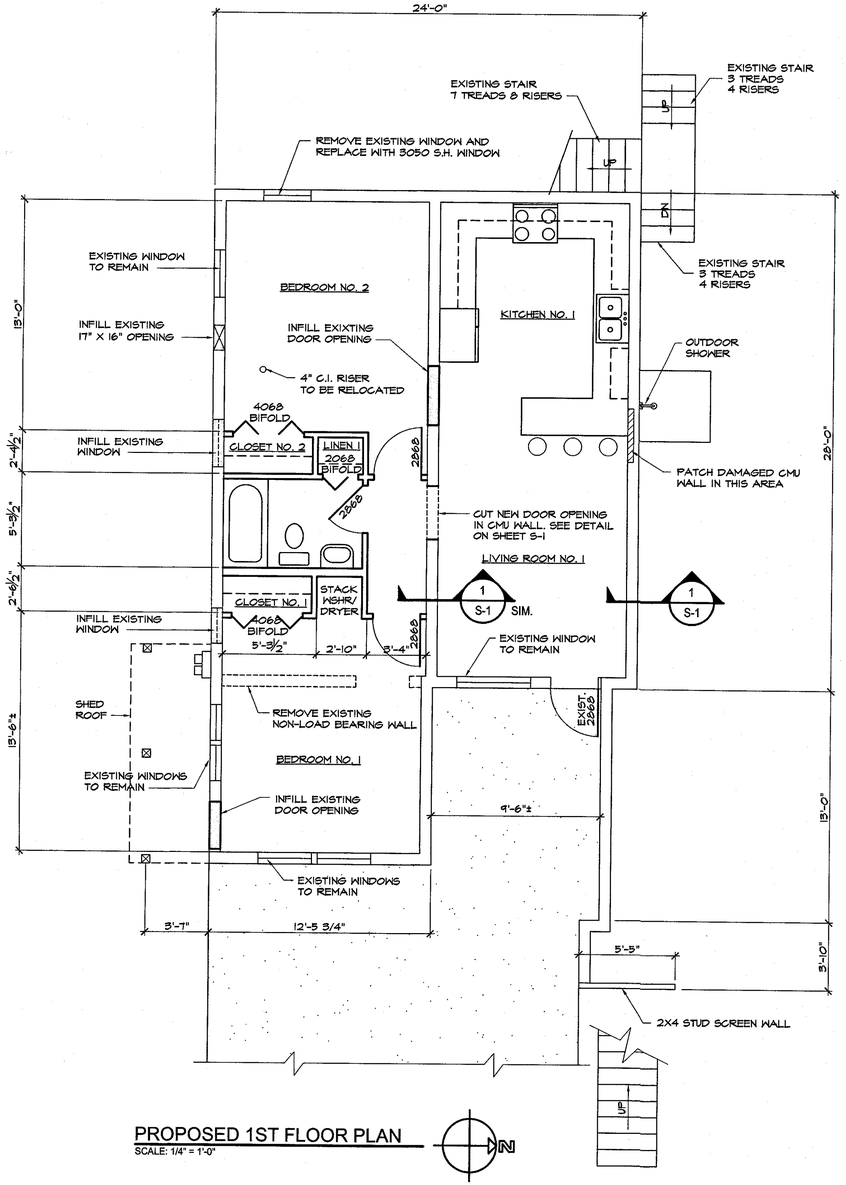
DATE: | JOB NO: | DRAWN BY: EST | CHKD BY: JLS

DUPLEX FIRE RESTORATION & RENOVATION
871 SOUTH FLETCHER AVENUE
FERNANDINA BEACH, FLORIDA
EXISTING FLOOR PLANS

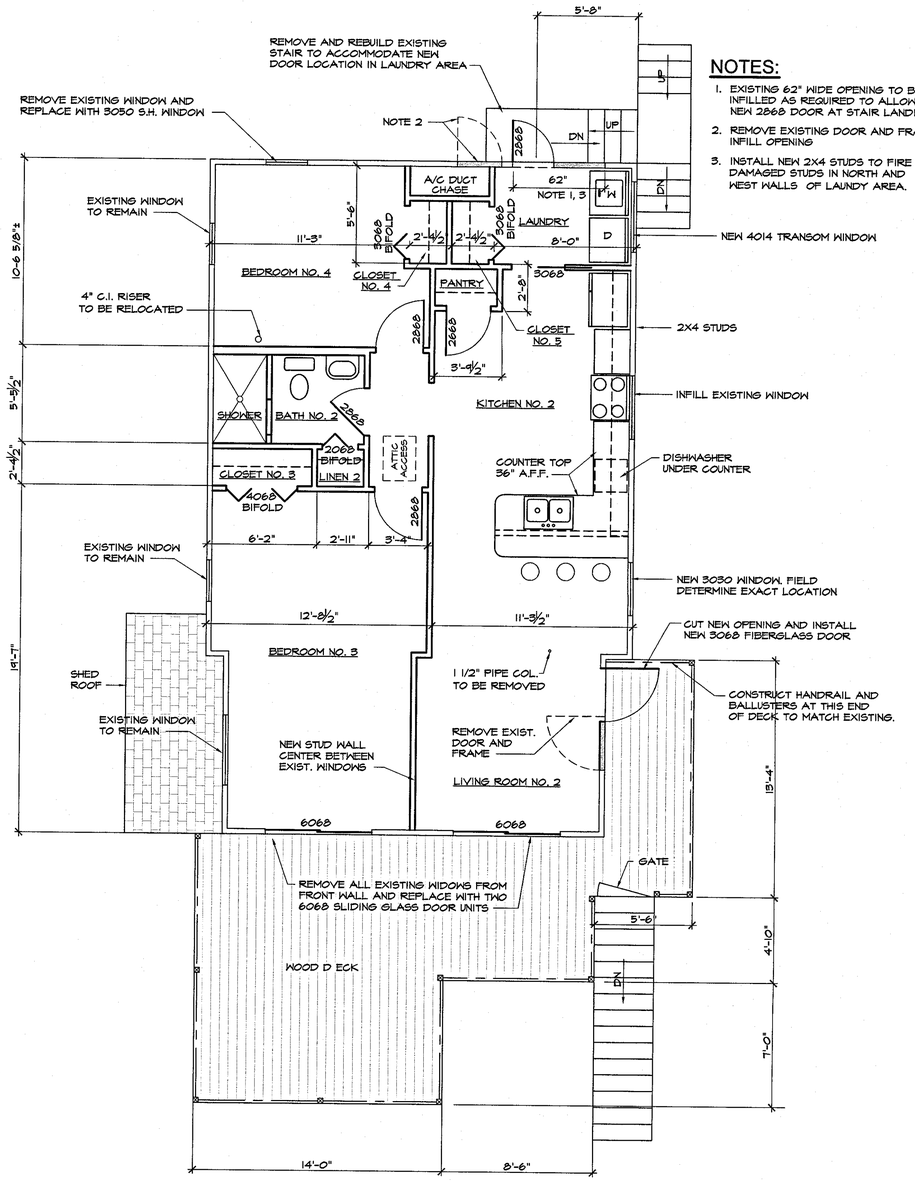
STATE OF FLORIDA
MICHAEL RICHARDSON
ARCHITECT
REGISTERED ARCHITECT

SHEET NO.
A-1
OF

C:\Program Files (x86)\Autodesk Architectural Desktop 3\PROJECTS\STOKES JOBS\O'CONNELL FIRE\A-2 PROPOSED FLOOR PLAN.dwg, 1/5/2022 12:01:20 AM



PROPOSED 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"



PROPOSED 2ND FLOOR PLAN
SCALE: 1/4" = 1'-0"

NOTES:

1. EXISTING 62" WIDE OPENING TO BE INFILLED AS REQUIRED TO ALLOW NEW 2868 DOOR AT STAIR LANDING
2. REMOVE EXISTING DOOR AND FRAME. INFILL OPENING
3. INSTALL NEW 2X4 STUDS TO FIRE DAMAGED STUDS IN NORTH AND WEST WALLS OF LAUNDY AREA.

PRODUCT APPROVAL SPECIFICATION LIST

CATEGORY/SUBCATEGORY	MANUFACTURER	PRODUCT DESCRIPTION	FLORIDA BLDG. CODE ED.	APPROVAL NO.	APPROVAL EXPIRATION DATE
EXTERIOR DOORS					
A.	RENAISSANCE WINDOWS AND DOORS	SERIES 8400 SLIDING DOOR	2020	FL 31799.1	10-31-2023
B.	THERMATRU	FIBERGLASS 2PANEL	2020	FL 17540.2	12-31-2021
WINDOWS					
A. SINGLE HUNG	RENAISSANCE WINDOWS & DOORS	SERIES 8500 FL	2020	FL 31123.1	12-31-2023
B. FIXED WINDOW	RENAISSANCE WINDOWS & DOORS	FIXED FRAME SERIES 8500 FL	2020	FL 31115.1	12-31-2203

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REVISIONS

NO.	DATE	REMARKS

THE JOHN STOKES COMPANY
5542 FIRST COAST HIGHWAY, SUITE 301
FERNANDINA BEACH, FLORIDA 32034
PHONE (904) 321-1832 FAX (904) 491-6282
FLA. CERTIFICATION NO. CGC028018 GA. CERTIFICATION NO. RLQA004001

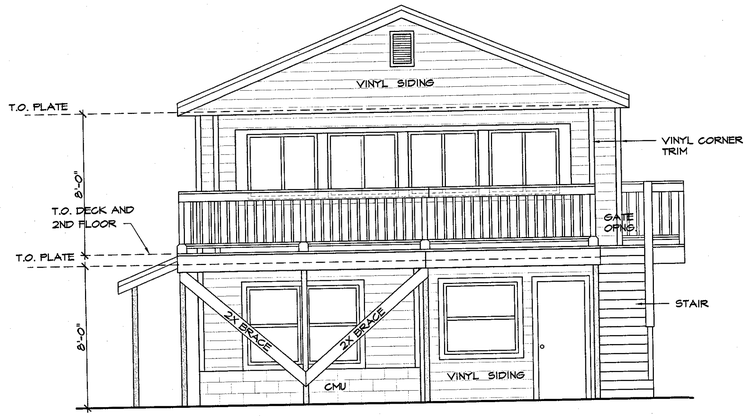
DATE: | JOB NO: | DRAWN BY: EST | CHKD BY: JLS

DUPLEX FIRE RESTORATION & RENOVATION
871 SOUTH FLETCHER AVENUE
FERNANDINA BEACH, FLORIDA
PROPOSED FLOOR PLANS

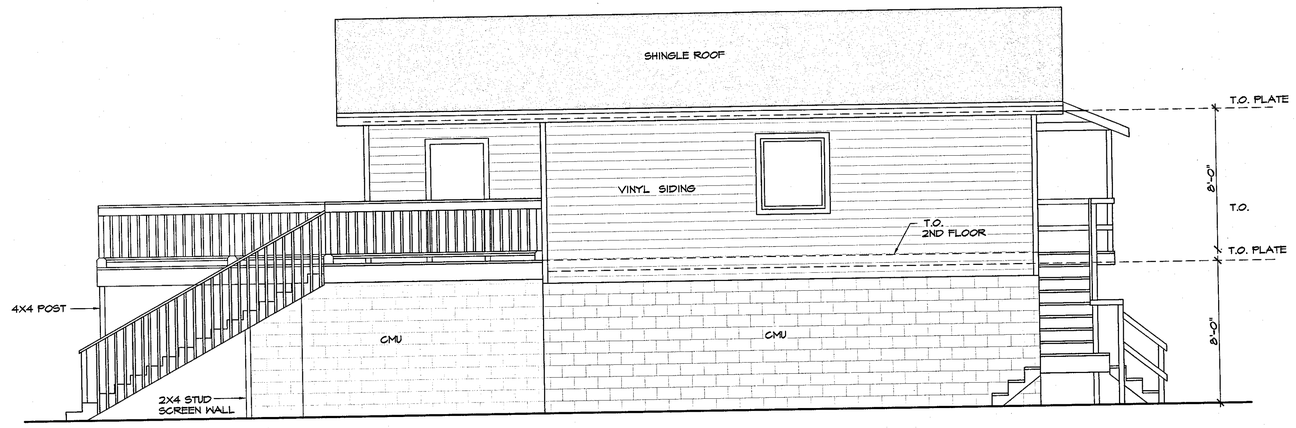
STATE OF FLORIDA
MICHAEL RICHARDSON
REGISTERED ARCHITECT
AR 0020

SHEET NO.
A-2
OF

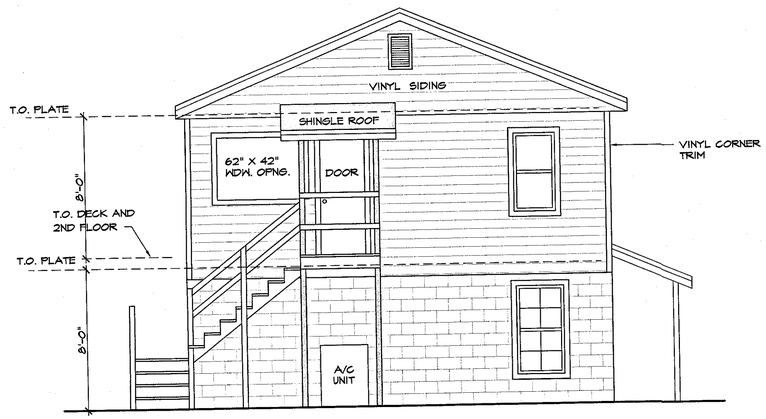
C:\Program Files (x86)\Autodesk Architectural Desktop 3\PROJECTS\STOKES JOBS\O'CONNELL FIRE\A- ELEVATIONS.dwg, 1/5/2022 12:02:36 AM



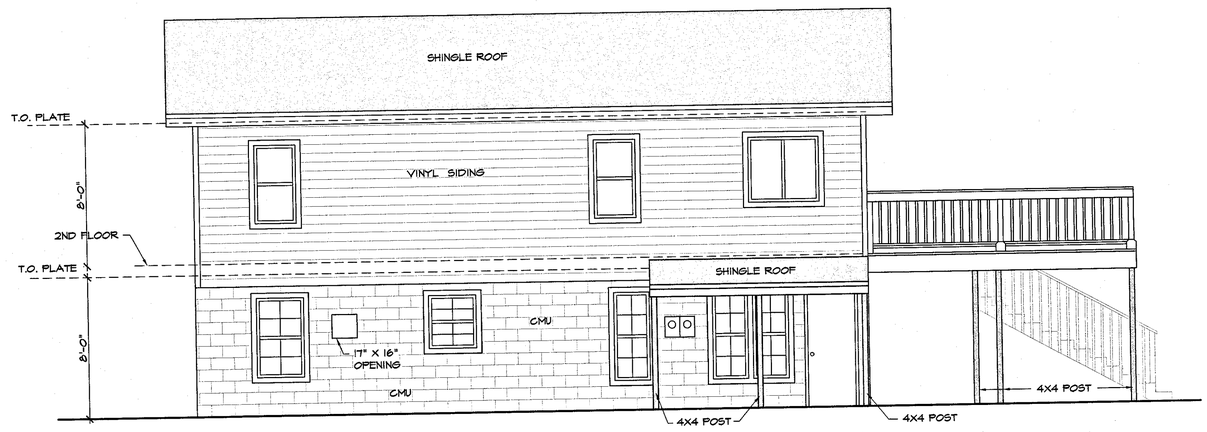
EXISTING FRONT ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING REAR ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING LEFT ELEVATION
SCALE: 1/4" = 1'-0"

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REVISIONS

NO.	DATE	REMARKS

THE JOHN STOKES COMPANY
5542 FIRST COAST HIGHWAY, SUITE 301
FERNANDINA BEACH, FLORIDA 32034
PHONE (904) 321-1832 FAX (904) 491-6282
FLA. CERTIFICATION NO. CGC062618 GA. CERTIFICATION NO. RLQA004001

DATE: | JOB NO: | DRAWN BY: EST | CHKD BY: JLS

DUPLEX FIRE RESTORATION & RENOVATION
871 SOUTH FLETCHER AVENUE
FERNANDINA BEACH, FLORIDA
EXISTING ELEVATIONS

STATE OF FLORIDA
MICHAEL RICHARDSON
REGISTERED ARCHITECT
JAN 2022

SHEET NO.
A-3
OF

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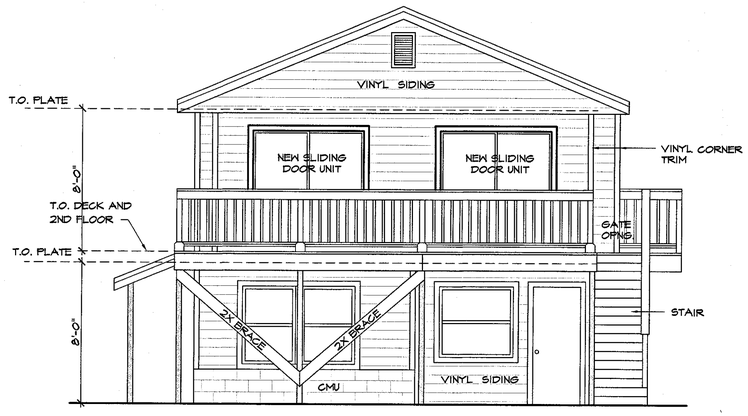
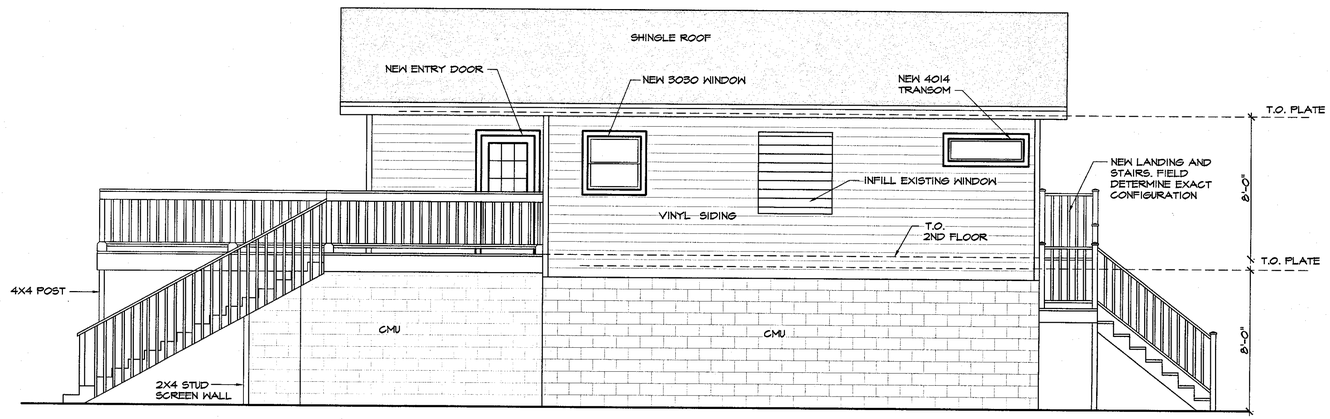
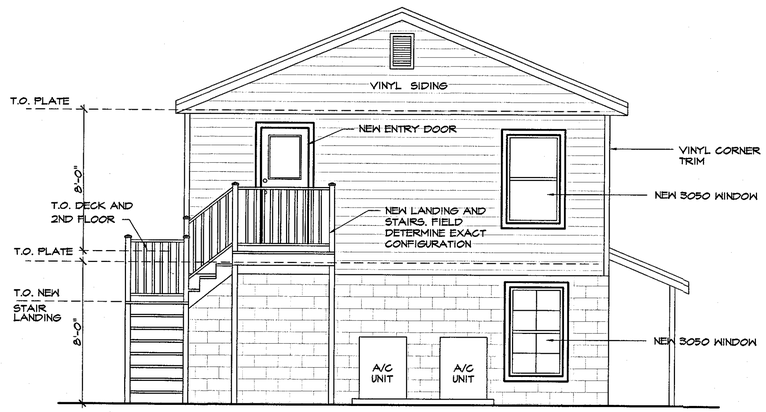


PROPOSED FRONT ELEVATION
SCALE: 1/4" = 1'-0"



PROPOSED RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



PROPOSED REAR ELEVATION
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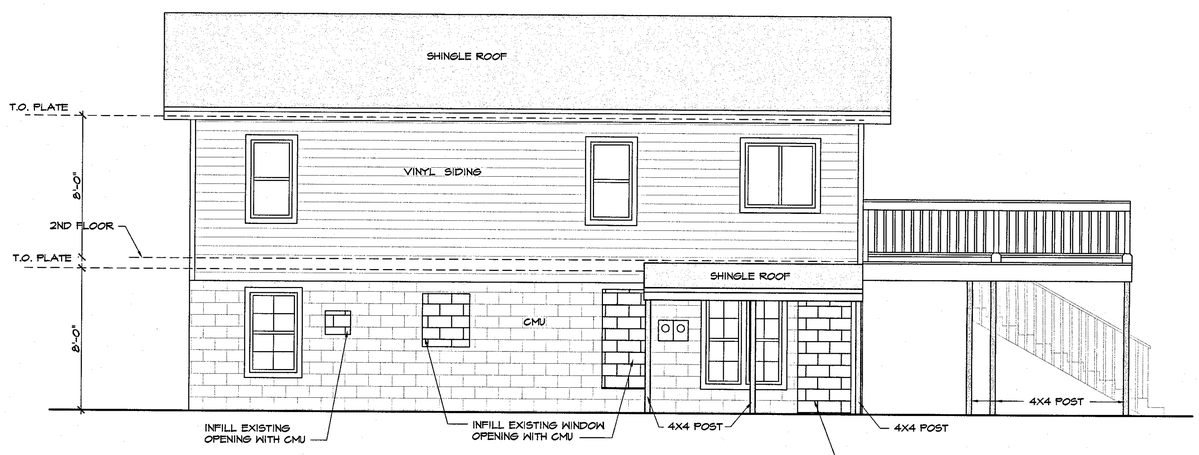

PROPOSED LEFT ELEVATION
SCALE: 1/4" = 1'-0"

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DATE: | JOB NO: | DRAWN BY: EST | CHKD BY: JLS

DUPLEX FIRE RESTORATION & RENOVATION
871 SOUTH FLETCHER AVENUE
FERNANDINA BEACH, FLORIDA
PROPOSED ELEVATIONS

STATE OF FLORIDA
MICHAEL RICHARDSON
REGISTERED ARCHITECT

SHEET NO.
A-4
OF

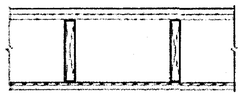
C:\Program Files (x86)\Autodesk Architectural Desktop 3\PROJECTS\STOKES JOBS\O'CONNELL FIRE\A-5 fire details.dwg, 1/5/2022 12:20:07 AM

FLOOR-CEILING SYSTEMS, WOOD FRAMED

GA FILE NO. FC 5300	GENERIC	1 HOUR FIRE	40 to 44 STC SOUND

WOOD JOISTS, GYPSUM WALLBOARD, RESILIENT CHANNELS

One layer 1/2" type X gypsum wallboard or gypsum veneer base applied at right angles to resilient furring channels 24" o.c. with 1" Type S drywall screws 12" o.c. Gypsum board end joints located midway between continuous channels and attached to additional pieces of channels 53" long with screws 12" o.c. Resilient furring channels applied at right angles to 2 x 10 wood joists 16" o.c. with two 4d coated nails, 1 1/2" long, 0.080" shank, and 7/32" heads, per joist. Wood joists supporting 1" nominal T & G wood subfloor and 1" nominal wood finish floor, or 5/8" plywood finished floor with long edges T & G and 15/32" interior plywood with exterior glue subfloor perpendicular to joists with joints staggered.

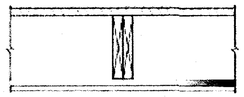


Approx. Ceiling Weight: 2 psf
Fire Test: UL R3501-29, 3-23-64, UL Design L515
Sound Test: NGC 4010, 3-21-66 (Rev. 12-23-70)
IIC & Test: 38 (63 C & P) NGC 5016, 3-17-66

GA FILE NO. FC 5310	GENERIC	1 HOUR FIRE	40 to 44 STC SOUND

WOOD JOISTS, GYPSUM WALLBOARD

One layer 5/8" type X gypsum wallboard or gypsum veneer base applied at right angles to rigid furring channels 24" o.c. with 1" Type S drywall screws 12" o.c. Gypsum board end joints located midway between continuous channels and attached to additional pieces of channel 60" long with screws 12" o.c. Rigid furring channels applied at right angles to 4 x 10 or double 2 x 10 wood joists 48" o.c. with two 1 1/4" Type S drywall screws at each joist. Wood joists supporting 1 1/8 " T & G plywood floor.



Approx. Ceiling Weight: 2.5 psf
Fire Test: UL R1319-47, 5-8-63, UL Design L508
Sound Test: Estimated

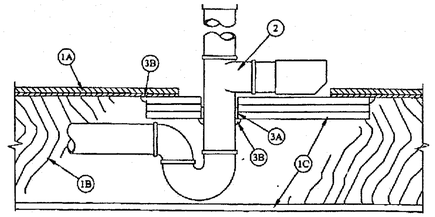
GA FILE NO. FC 5406	GENERIC	1 HOUR FIRE	35 to 39 STC SOUND

WOOD JOISTS, GYPSUM WALLBOARD

Base layer 5/8" type X gypsum wallboard applied at right angles to 2 x 10 wood joists 24" o.c. with 1 1/4" Type W or S drywall screws 24" o.c. **Face layer** 5/8" type X gypsum wallboard or gypsum veneer base applied at right angles to joists with 1 7/8" Type W or S drywall screws 12" o.c. at joints and intermediate joists and 1 1/2" Type G drywall screws 12" o.c. placed 2" back on either side of end joints. Joints offset 24" from base layer joints. Wood joists supporting 1/2" plywood with exterior glue applied at right angles to joists with 8d nails. **Ceiling provides one hour fire resistance protection for framing, including trusses.**

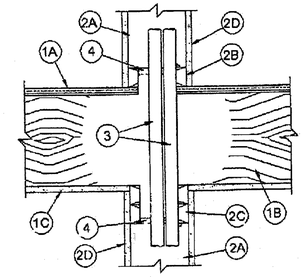
Approx. Ceiling Weight: 5 psf
Fire Test: FM FC 172, 2-25-72; ITS, 8-6-98
Sound Test: Estimated

System No. F-C-2189
F Rating — 1 Hr
T Rating — 1 Hr



1. **Floor-Ceiling Assembly —** The fire-rated solid or trussed lumber joist floor-ceiling assembly shall be constructed of the materials and in the manner specified in individual L500 Series Floor-Ceiling Designs in the UL Fire Resistance Directory. The general construction details of the floor-ceiling assembly are summarized below:
   A. **Flooring System —** Lumber or plywood subfloor with finish floor of lumber, plywood or **Floor Topping Mixture*** as specified in the individual Floor-Ceiling Design. Rectangular cutout in flooring to accommodate the bathtub drain piping (Item 2) to be max 8 by 12 in.
   B. **Wood Joists —** Nom 10 in. deep (or deeper) lumber, steel or combination lumber and steel joists, trusses or **Structural Wood Members*** with bridging as required and with ends firestopped.
   C. **Gypsum Board* —** Nom 4 ft wide by 5/8 in. thick as specified in the individual Floor-Ceiling Design. Gypsum board secured to joists as specified in the individual Floor-Ceiling Design. Three pieces of gypsum board, each min 4 in. longer and wider than the cutout in the flooring, screw attached to bottom of flooring concentric with cutout. In addition, min 1/2 in. diam by 2 in. high wavy bead of FS-One Sealant to be applied to the top perimeter of each piece of gypsum board prior to its installation. Diam of opening hole-sawed through both layers of the gypsum board patch to be 1/2 in. larger than outside diam of bathtub drain piping (Item 2).
2. **Drain Piping —** Nom 2 in. diam (or smaller) Schedule 40 cellular or solid core PVC or ABS pipe and drain fittings cemented together and provided with PVC or ABS bathtub waste/overflow fitting.
3. **Firestop System —** The firestop system shall consist of the following:
   A. **Fill, Void or Cavity Material* — Wrap Strip —** Nom 3/16 in. thick by 1 in. wide intumescent wrap strip. One wrap strip is continuously wrapped around the outer circumference of the drain pipe within joist cavity and held in place with pieces of tape. Wrap strip slid into annular space of cut-out in gypsum board such that the bottom surface of the wrap strip is flush with

System No. F-C-2319
F Rating — 1 Hr
T Rating — 1 Hr



1. **Floor-Ceiling Assembly —** The 1 hr fire-rated wood joist floor-ceiling assembly shall be constructed of the materials and in the manner specified in the individual L500 Designs in the UL Fire Resistance Directory, as summarized below:
   A. **Flooring System —** Lumber or plywood subfloor with finish floor of lumber, plywood or **Floor Topping Mixture*** as specified in the individual Floor-Ceiling Design. Diam of floor opening to be min 1/2 in. (13 mm) to max 1 in. (25 mm) larger than outside diameter of individual or grouped penetrants. Max diam of opening is 3 in. (76 mm).
   B. **Wood Joists —** Nom 10 in. (254 mm) deep (or deeper) lumber, steel or combination lumber and steel joists, trusses or **Structural Wood Members*** with bridging as required and with ends firestopped.
   C. **Gypsum Board* —** Thickness, type, number of layers and fasteners as required in the individual Floor-Ceiling Design. Max diam of opening is 3 in. (76 mm).
2. **Chase Wall —** (Optional) - The through penetrant (Item 3) shall be routed through a 1 hr fire rated single, double or staggered wood stud/gypsum board chase wall. Depth of chase wall stud cavity to be min 1/2 in. (13 mm) greater than diameter of opening cut in sole and top plates to accommodate the through penetrant (Item 2). The chase wall shall be constructed of the materials and in the manner specified in the individual U300 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
   A. **Studs —** Nom 2 by 4 in.(51 by 102 mm), 2 by 6 in. (51 by 152 mm) or double nom 2 by 4 in. (51 by 102 mm) lumber studs.
   B. **Sole Plate —** Nom 2 by 4 in. (51 by 102 mm), 2 by 6 in. (51 by 152 mm)or parallel 2 by 4 in. (51 by 102 mm) lumber plates, tightly butted. Diam of opening in sole plate to be min 1/2 in. (13 mm) to max 1 in. (25 mm) larger than outside diameter of individual or grouped penetrants. Max diam of opening is 3 in. (76 mm).
   C. **Top Plate —** The double top plate shall consist of two nom 2 by 4 in. (51 by 102 mm), two nom 2 by 6 in. (51 by 152 mm)or two sets of parallel 2 by 4 in. (51 by 102 mm) lumber plates, tightly butted. Diam of opening in top plate to be min 1/2 in. (13 mm) to max 1 in. (25 mm) larger than outside diameter of individual or grouped penetrants. Max diam of opening is 3 in. (76 mm).
   D. **Gypsum Board* —** Thickness, type, number of layers and fasteners shall be as specified in the individual Wall and Partition Design.
3. **Through Penetrants —** One or more nonmetallic pipes, conduits or tubing to be installed either concentrically or eccentrically within the opening. Min space between pipes, conduits or tubes to be 0 in. Annular space between the pipes, conduits or tubing and the periphery of the opening shall be min 0 in. (0 mm, point contact) to max 1 in. (25 mm). Penetrants to be rigidly supported on both sides of floor-ceiling assembly. The following types and sizes of nonmetallic pipe, conduits or tubing may be used:
   A. **Cross Linked Polyethylene (PEX) Tubing —** Nom 1 in. (25 mm) diam (or smaller) SDR9 PEX tubing for use in closed (process or supply) piping systems.
   B. **Electrical Nonmetallic Tubing (ENT)+ —** Nom 2 in. (51 mm) diam (or smaller) PVC tubing installed in accordance with Article 331 of the National Electrical Code (NFPA 70).
   C. **Chlorinated Polyvinyl Chloride (CPVC) Pipe —** Nom 2 in. (51 mm) diam (or smaller) SDR11 CPVC pipe for use in closed (process or supply) piping systems.

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DATE: | JOB NO: | DRAWN BY: EST | CHKD BY: JLS

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871 SOUTH FLETCHER AVENUE
FERNANDINA BEACH, FLORIDA
DETAILS

STATE OF FLORIDA — MICHAEL RICHARDSON — REGISTERED ARCHITECT

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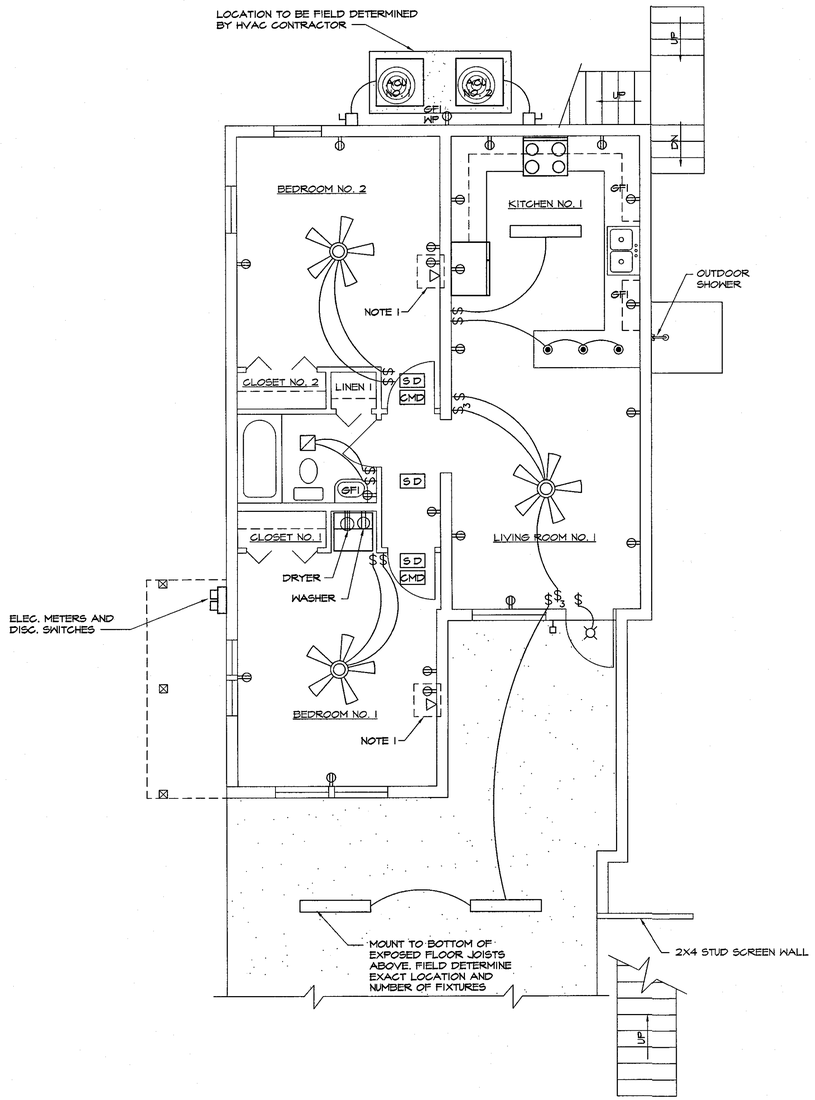
NOTES:

1. CABLE AND TV POWER OUTLET AT 84" A.F.F.



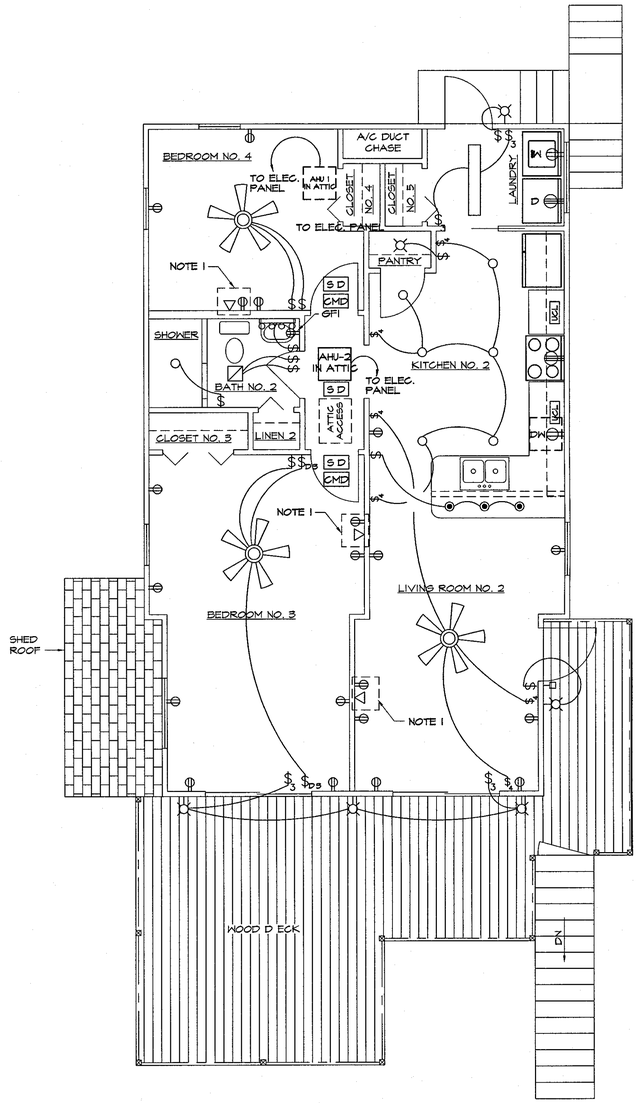
ELECTRICAL 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"

POWER SYMBLOLS LEGEND

- EXHAUST FAN
- EXHAUST FAN WITH LIGHT
- 110 V. DUPLEX RECEPTACLE
- GFI 110 V. DUPLEX RECEPTACLE WITH GFI PROTECTION
- GFI WP 110 V. DUPLEX RECEPTACLE WITH GFI PROTECTION AND WEATHERPROOF BOX
- 220 V. RECEPTACLE
- CABLE TV
- TELEPHONE OUTLET
- DISCONNECT SWITCH
- SD SMOKE DETECTOR
- CMD CARBON MONOXIDE DETECTOR
- DOOR BELL PUSH BUTTON

LIGHTING SYMBOLS LEGEND

- CEILING FAN WITH LIGHT KIT
- WALL MOUNT LED FIXTURE
- CEILING MOUNT LED FIXTURE
- RECESSED LED CAN FIXTURE
- $ SINGLE POLE TOGGLE SWITCH
- $3 THREE WAY TOGGLE SWITCH
- $D3 THREE WAY DIMMER REOSTAT
- VANITY LIGHT FIXTURE
- PENDANT LED FIXTURE
- UCL UNDER CABINET LED LIGHTING
- LED STRIP FIXTURE



ELECTRICAL 2ND FLOOR PLAN
SCALE: 1/4" = 1'-0"

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ELECTRICAL PLANS

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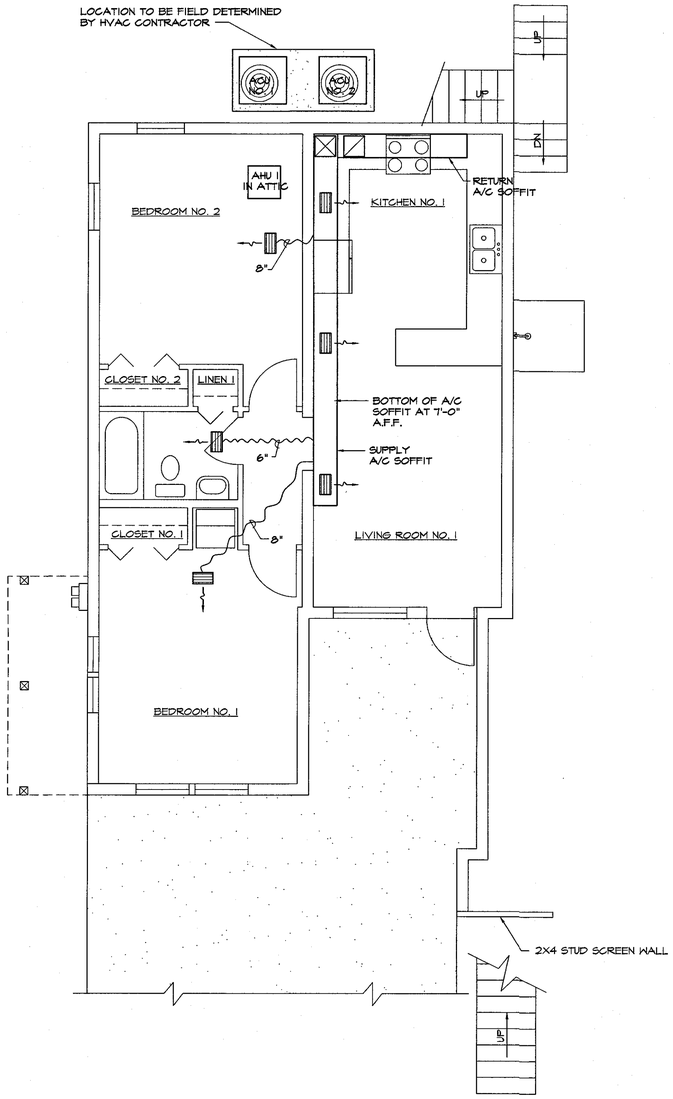
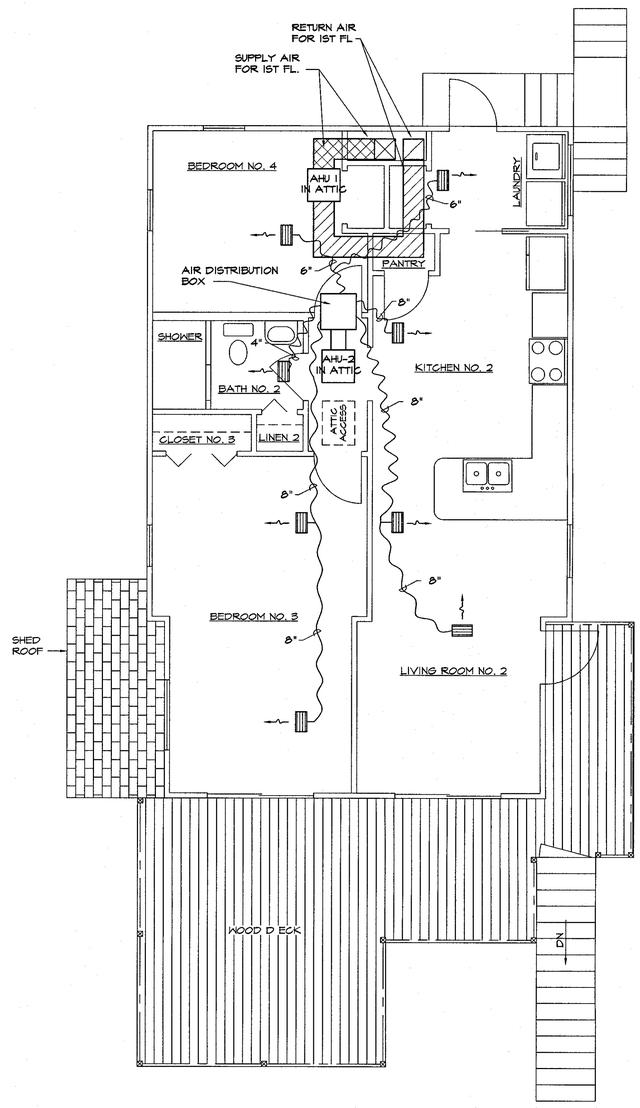


HVAC 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"



HVAC 2ND FLOOR PLAN
SCALE: 1/4" = 1'-0"

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HVAC PLANS

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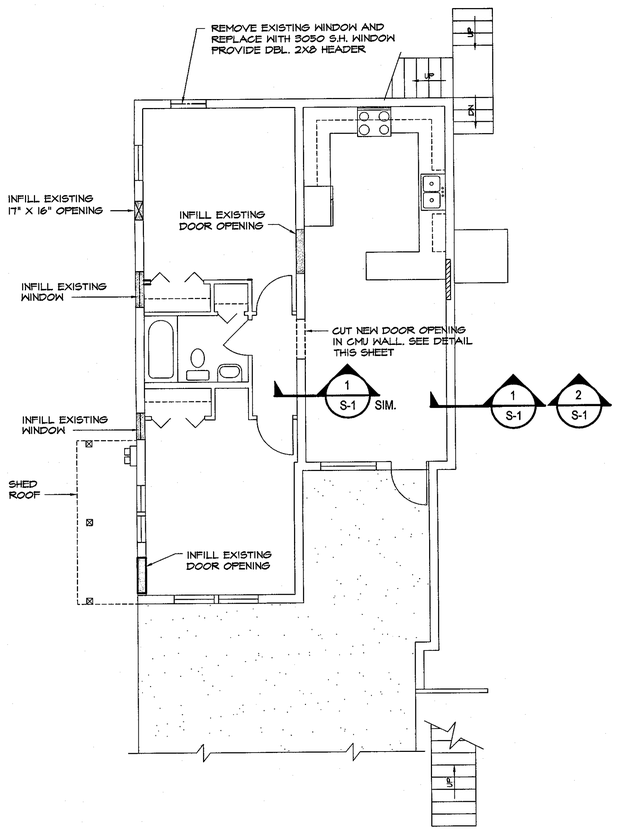
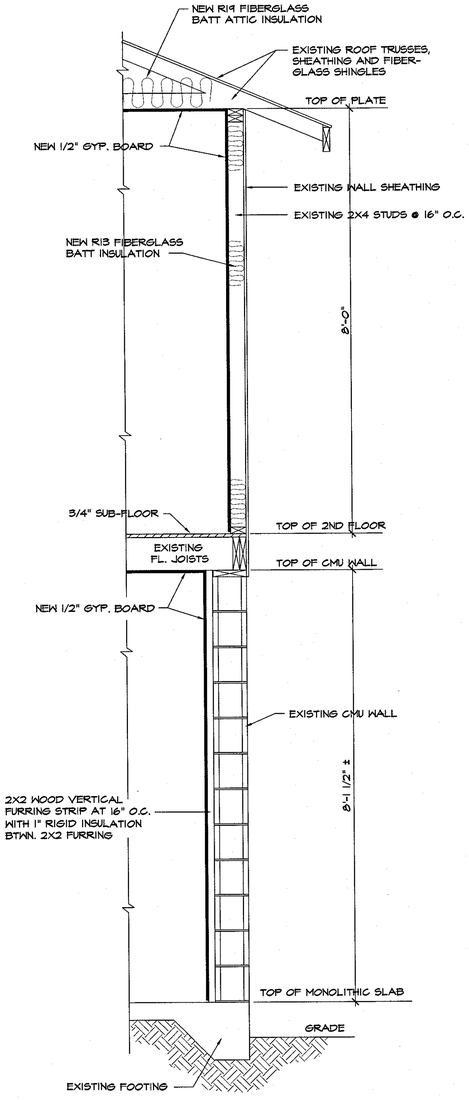
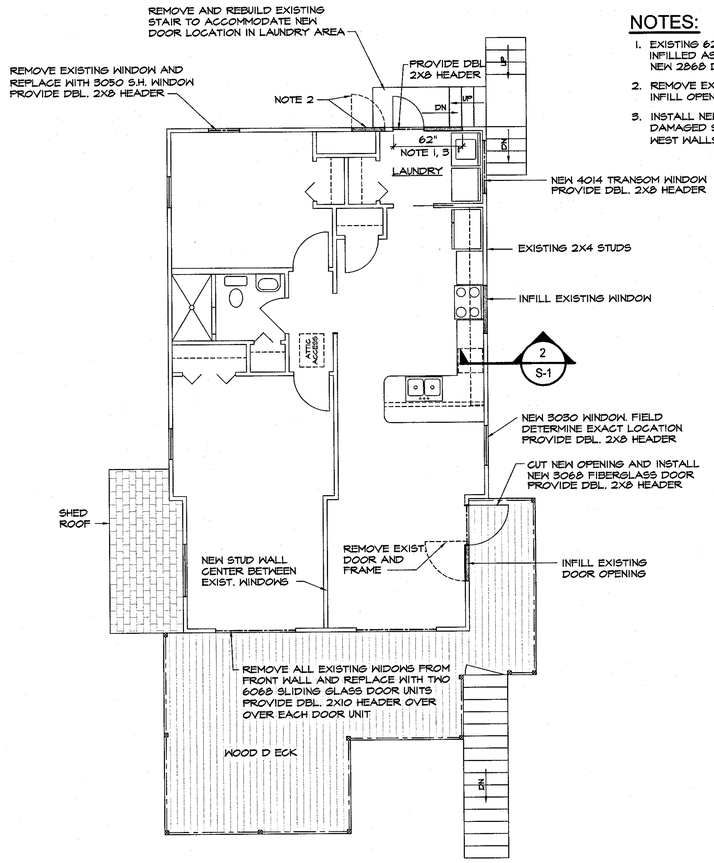


PROPOSED 1ST FLOOR PLAN
SCALE: 3/16" = 1'-0"



TYPICAL EXTERIOR WALL SECTION
SCALE: 3/4" = 1'-0"
2 S-1

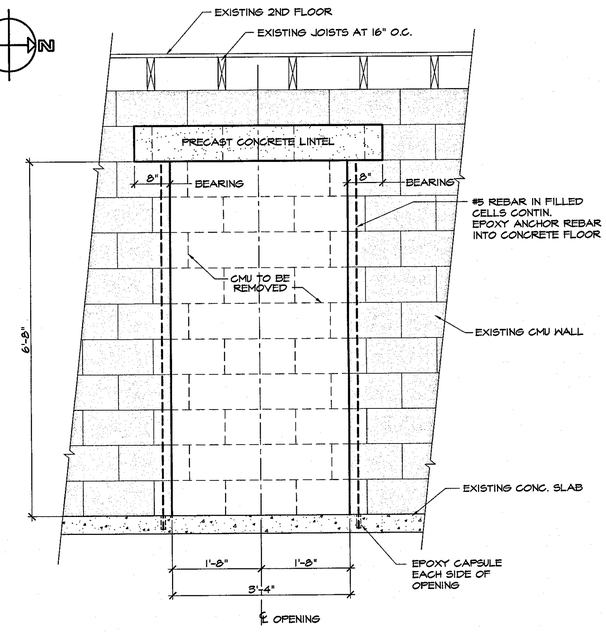
SECTION TYPICAL AT 1ST FLOOR LIVING AREA CMU WALLS
SCALE: 1 1/2" = 1'-0"
1 S-1



PROPOSED 2ND FLOOR PLAN
SCALE: 3/16" = 1'-0"

NOTES:

1. EXISTING 62" WIDE OPENING TO BE INFILLED AS REQUIRED TO ALLOW NEW 2868 DOOR AT STAIR LANDING
2. REMOVE EXISTING DOOR AND FRAME. INFILL OPENING
3. INSTALL NEW 2X4 STUDS TO FIRE DAMAGED STUDS IN NORTH AND WEST WALLS OF LAUNDY AREA.



DOOR OPENING DETAIL
SCALE: 3/4" = 1'-0"

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FERNANDINA BEACH

Draft Vision 2045 Plan

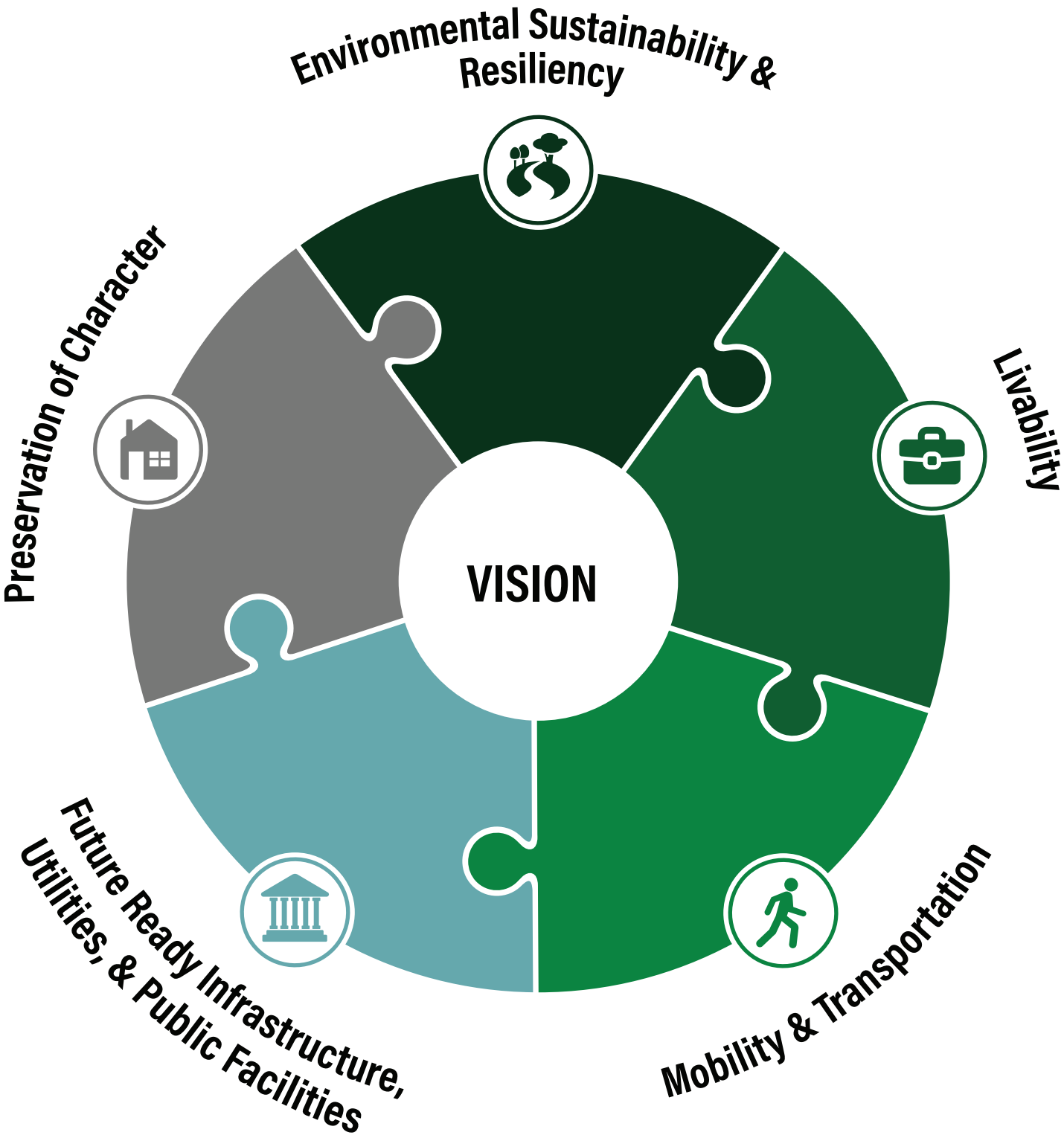
VISION STATEMENT

"Fernandina Beach is a historic waterfront island community where its environment and economy are in balance to support longstanding community values as reflected through sustainable and resilient development, embracing technological advances in public infrastructure, promoting transportation options, providing enhanced civic facilities for all ages and abilities, and cherishing its diversity and equality to further a healthy and well preserved City for future generations."

MISSION STATEMENT

Fernandina Beach is committed to maintaining a diverse economy which contributes to its small-town quality of life while serving as an environmental steward to protect and highlight its rich array of natural, cultural, and historic resources through demonstrated commitment to public conservation land acquisition, resilient development practices, and sound investment in infrastructure assets which improve energy efficiency and resiliency. The community strives to achieve excellence in facility accessibility and site practices by incorporating universal design solutions to support its residents and tourists. To provide increased transportation options the City commits to reducing gaps in its sidewalk and bicycle network, partnering to fund multi-use trails, supporting well designed alternative fuel station locations on city properties, and securing a reliable transit system. The City embraces building design standards which reduce impacts on the natural environment and increase community-wide resiliency though creative design in balance with private property rights. Open and inclusive engagement among all City stakeholders is supported through expanded notice requirements, increased outreach events, and staff culture committed to community service.

THE 5 KEY THEMES



Executive Summary

Growing, charming, appealing, and special are often the words we hear to illustrate Fernandina Beach today. Protected, natural, and united are what we hear to define its future. It comes as no surprise that these words both balance and reflect the community they describe.

Fernandina Beach is a vibrant, thriving waterfront city in Northeast Florida. A city which is not still. It's a community whose evolving cultural, historic, and natural riches are evident along every street, neighborhood, park, and coastline. Reaching beyond the aesthetic beauty of this physical place are the people who live here and bring forth the warmth and friendship that make this a community.

Fernandina Beach has historically embodied balance and inclusivity in its population. Generations of families from an expansive range of wealth and racial backgrounds have made this community what we see today. As the world, the Nation, the State, and Nassau County continue to change and to grow, so will Fernandina Beach.

Fernandina Beach, like many other coastal communities, faces the pressures of rapidly escalating living costs, vulnerability from climate change, and pressure to develop its remaining natural environment. Actions from the past have formed the foundation of the present and will continue to be the point of departure for development of solutions required to successfully respond to the evolving community challenges. It is widely recognized that the community must take a holistic approach to make possible a future that reflects cherished values and preserves its most desirable features in a fast-growing County. The City's position and its value as a political subset of the County has changed over the past two decades, but it remains competent and capable of maintaining a leadership role to support its needs through effective and reciprocal partnerships to ensure that the City's perspective is heard. As the City moves through the next 25 years, the 2045 Vision serves to articulate Fernandina Beach's actionable mission and an implementing strategic plan with measurable goals and objectives.

The foundation of Fernandina Beach's 2045 Community Vision Plan is resiliency, sustainability, and preservation. Resiliency is simply described as the ability to bounce back to normal after a disruption (environmental, economic, or natural). To be resilient, the City must be proactive and diligent while working with its community partners and governmental agencies. Sustainability is meeting the needs of the present without compromising the future. This is achieved by taking demonstrable measures to balance community values, despite a changing population, without risking the small-town feeling so many have come to enjoy. Preservation is a process of maintaining and safeguarding against future damage. Through focused and swift action to preserve and protect its most critical natural and cultural features, the City will support the desired ambiance of Fernandina Beach in 2045.

To achieve this future, the City of Fernandina Beach must:

- build on forward-thinking strategies established to address its vulnerabilities and preserve its natural and cultural assets,
- continue to place the community and its residents first when making decisions,
- be a partner-leader in the community, region, and state to demonstrate commitment to values and communicate evolving needs, and
- take a balanced approach when making decisions that affect the historical fabric and structure of our city while meeting the future needs of our residents and businesses.

With this focus, the Fernandina Beach of 2045 will be a place where children raised here will return to raise their families, where newcomers are warmly greeted after a long career, and where those who have lived here for generations can still see and feel the community that they have always loved to call home.

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APPENDIX A - Existing Conditions Separate Document

APPENDIX B - Community Engagement Summary Separate Document

APPENDIX C - Resources & Case Studies Separate Document

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WGI

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ACKNOWLEDGMENTS

Special acknowledgment to the residents of Fernandina Beach.

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Information Technology
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Fernandina Beach Main Street

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Racial Equality Coalition of Fernandina Beach

01 THE VISION

I. THE SHARED VISION

Developing a shared vision for the future is a challenging task, especially for communities as diverse and dynamic as Fernandina Beach. Every member of the community has their own views on how the City should evolve in the future and finding a shared vision can be onerous. The Vision 2045 public outreach process gave citizens of Fernandina Beach the chance to express their vision for the future of the City. This extensive and exhaustive process allowed the team to better understand what the people want their community to be like in the next 25 years.

A. Building the Vision

The vision is built from the shared input from the public, stakeholders, and City officials. Data and input from the planning workshop, surveys, presentations, outreach efforts, and stakeholder interviews was thoroughly analyzed to identify common themes, hopes, and aspirations for the future Fernandina Beach. Three major themes arose during the analysis that acted as a common thread throughout the different aspects of the public input process. These themes were resiliency, sustainability, and preservation.

B. The Vision's Foundation

Resiliency, sustainability, and preservation form the foundation of vision.

Resiliency

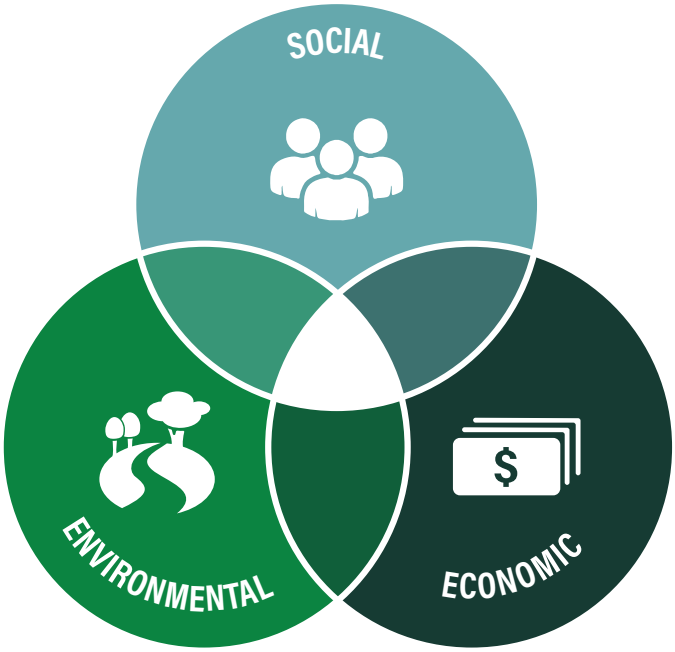
Resiliency has become a major concern among communities in the last 10 years. This is especially true for coastal communities. In the past decade, Fernandina Beach has experienced an economic recession, global pandemic, sea-level rise, hurricanes, rise of new technology, and increasing development, gentrification, displacement of low-income and minority residents, and population growth.

Resiliency is "the ability of a piece of infrastructure, system, environment, or community to sustain or recover its essential functions when presented with a disruption". These disruptions can be environmental (seal-level rise, coastal erosion), economic (recession), or a natural or man-made disaster (hurricanes, oils spills, and pandemics). Resilient communities are able to bounce back from a disruption or disaster quicker and more easily return to normal life.

True resiliency looks at economic resiliency, social resiliency, and environmental resiliency. These three elements make up the triple bottom line and give the city a broader perspective on how different aspects of the community are affected by disruptions. Looking through the lens of the triple bottom line also allows a holistic recovery and prevents sacrificing one of the elements for the progress of another.

Environmental resiliency looks at how the City can better prepare itself for environmental disruptions such as sea-level rise, climate change, coastal erosion, and future hurricanes. This is a key issue due to the City's vulnerability to these disruptions.

Economic resiliency will analyze how the City can better position itself to recover from an economic downturn, adapt to changes in technology, and better compete with up-and-coming communities off-island and in the greater Jacksonville area.



Social resiliency looks at how all members of the community can prosper in the future. This includes identifying the social threats of gentrification and how lower-income and minority residents can adapt and remain a part of the Fernandina Beach community.

Sustainability and preservation also use the triple bottom line to identify the best strategies.

Sustainability

Sustainability is "meeting the needs of the present without compromising the ability of future generations to meet their own needs". Sustainability in the context of the Vision2045 is identifying how Fernandina Beach can operate and improve in a way that doesn't diminish the quality of life for our children and grandchildren that want to call this place home.

Preservation

Preservation is "the process of keeping something safe from damage or deterioration". Preservation includes preservation of the natural environment (conservation), historic/ cultural traditions, and the built environment. The preservation aspect of the plan identifies what the people love about Fernandina Beach and identifies strategies and plans to preserve those elements for future generations.

By looking at solutions through an economic environmental, and social lens, we are able to ensure that Fernandina Beach will be an equitable and prosperous City for all of it's citizens.

Photo: *Preserved Historic Courthouse (source: WGI)*

II. THEMES & GOALS

A. Purpose

Five themes arose from discussion with the public, stakeholders, and city leadership. These ideas are

1. Environmental Sustainability & Resiliency
2. Preservation of Character
3. Livability
4. Future Ready Infrastructure, Utilities, & Public Facilities
5. Mobility & Transportation

Chapter 2 introduces each of the five themes and goals to support the themes. Included is an introduction to the theme, a brief summary of the stakeholder input that lead to the development of the goals, and how the City is already supporting those goals. A more detailed analysis if the public input supporting the goals can be found in Appendix B.

Projects and recommendations were developed to accomplish each of the goals. A timeline for implementation of each project or recommendation is provided in Chapter 2 with further detail on the implementation in Chapter 3.

Theme	Goal
Environmental Sustainability & Resiliency	▪ Protect and increase the City's tree canopy ▪ Increase acreage of land dedicated to recreation and conservation ▪ Remove all septic tanks in the City ▪ Further improve protection of wetlands and coastal areas ▪ Increase the City's resiliency to climate change and sea-level rise
Preservation of Character	▪ Ensure preservation and upkeep of historic assets ▪ Preserve the existing building stock ▪ Ensure new buildings are in line with community character ▪ Reinforce community's social connections and small town charm
Livability	▪ Better balance tourism with the needs of residents ▪ Improve living conditions for seniors ▪ Expand affordable housing opportunities ▪ Maintain socio-economic diversity
Future Ready Infrastructure, Utilities, and Public Facilities	▪ Establish a resilient Smart Grid that is fully hardened against future storms, supplied by renewable energy sources, supports electric vehicles (EVs), and supported by expanded and modernized broadband infrastructure ▪ Ensure all City owned and/or operated public facilities will incorporate sustainable future proofing (SFP) design principles
Mobility & Transportation	▪ Complete sidewalk and bike networks ▪ Improve accessibility for senior and disabled citizens ▪ Establish transit options around the island ▪ Establish transit connections to off-island populations and jobs

02 THE THEMES

I. THEME 1: ENVIRONMENTAL SUSTAINABILITY & RESILIENCY

What We Heard

Conservation of the natural environment was by far the number one concern brought up during public outreach. Protection of environmental assets consistently polled high in the online surveys, as well as during the planning workshop.

What We Are Doing Now

- Created City Tree Committee (CTC)
- Considering CTC recommendations for LDC Amendments
- Heritage Tree Program
- Tree replacement requirements
- Strong tree ordinance with mitigation requirements & strict penalties
- Hired urban forester/arborist in 2018
- Tree Management Plan 2019-2024
- City sponsored tree giveaways
- Established wildlife corridors
- Wetland fill prohibited in the Comprehensive Plan and LDC
- Established wetland buffers at 25 feet from delineation line
- Established Conservation Land Trust Fund in 2018
- Designation of 127 acres as conservation or recreation in 2021
- Revising criteria for nominating land for conservation
- Dune Management Program
- Funding obtained for Habitat Beach Conservation Plan
- Policy 5.08.06 in the Comprehensive Plan establishes wetland buffers and transition areas
- Policy 5.14.6 and 5.14.7 of the Comprehensive Plan encourages dedication to conservation easements but don't identify an incentive
- Policy 5.02.04 of the Comprehensive Plan calls for continual evaluations of Coastal Upland Protection Zone (CUPZ) and to adjust if needed
- Policy 5.07.06 of the Comprehensive Plan says the City shall consider expanding CUPZ to include more of Egan's Creek
- LDC requires Florida Friendly and drought tolerant landscape plans for new development
- Landscape buffer requirements in the LDC
- Objective 1.02.05 of the Comprehensive Plan encourages screening standards
- Objective 1.03.07 of the Comprehensive Plan protects scenic vistas
- Developing a Waterfront Resiliency Master Plan
- Policy 5.03.05 calls for a Post Disaster Redevelopment Plan that limits development in areas prone to storm surge
- Partner with Nassau County for Community Rating System (CRS) events and outreach opportunities
- Active participation in Local Mitigation Strategy (LMS) review of projects and priorities
- City leadership and staffing presence at activated Emergency Operations Center

THEME 1 : Environmental Sustainability & Resiliency

GOAL	Urgent / Quick Win	Short-Term	Mid-Term	Long-Term
Accomplished by 2045 *The end goal*	**0-1 Years** *Funding available or regulatory deadlines*	**1-5 Years**	**6-15 Years**	**16-25 Years**
Protect and increase the City's tree canopy.	Create a Tree Management Plan with data from CTC Report Allow for administrative review of design standard deviations when certain trees can be preserved Identify areas for potential planting areas in parks, rights-of-way, retention ponds, the golf course, and local schools, as identified in the CTC report Adoption of 11 LDC code revisions identified in the CTC report Designate areas for tree staging and storage of materials for installation, as identified in the CTC report Creation of an Interdepartmental Tree Unit (in progress), as identified in the CTC report	Foster the creation of a volunteer group to support new tree plantings for first 2 growth cycles Create tree planting strategy around stormwater management facilities Expand landscape buffers/tree preservation minimum requirements for size and plantings along Amelia Island Pkwy. Increase tree plantings along the rights-of-way of Simmons Rd., Will Hardee Rd., and S 14th St. south of Sadler, and Jasmine to retain natural character Establish a long-term tree maintenance and replacement plan for Bosque Bello Cemetery	Increase canopy by 5% in the next 15 years (2036), as identified in the CTC report Maximize preservation of environmental features by revising PUD guidelines to support clustered developments which minimize land area impacts beyond current minimum requirements	Increase tree canopy by 7% in next 20 years (2041)
The City will Increase acreage of land dedicated to conservation	Create similar nomination structure to align with County goals for Conservation Land Acquisition and Management (CLAM) - like program development and implementation (in progress) Establish goal for conservation land acquisition in acreage	Develop Conservation Easement incentives for residential properties to reduce development potential Establish a long-term sustainable funding strategy for purchase of conservation lands		All parcels identified for conservation by the City's CLAM-like program will be purchased
There will be no septic tanks in the City and all properties will be served by city sewer services.	Work with the Nassau County Department of Health to identify existing septic systems and determine age of systems – maintain updated listing for GIS	Create incentive program for septic households to connect to City Services. Program should also identify parcels in the County that could easily be connected to sewer. Work with Health Department to prevent future approval of septic tanks in Fernandina Beach city limits No new septic tanks approved in Fernandina Beach by 2025	35% Reduction in number of septic tanks in Fernandina Beach by 2030 (2021 Baseline)	80% Reduction in number of septic tanks in Fernandina Beach by 2040 (2021 Baseline)

THEME 1 : Environmental Sustainability & Resiliency

GOAL	Urgent / Quick Win	Short-Term	Mid-Term	Long-Term
Accomplished by 2045 *The end goal*	**0-1 Years** *Funding available or regulatory deadlines*	**1-5 Years**	**6-15 Years**	**16-25 Years**
The City's waterfronts, beaches, and wetlands will be resilient to the impacts of humans and climate change.	Expand the Upland Coastal Protection Zone (CUPZ) Develop Habitat Beach Conservation Plan (funded) Expand wetland buffer requirements (in progress) Establish temporary construction regulations for work in the floodplain	Implement short-term strategies from Beach Habitat Conservation Plan Establish comprehensive island-wide wildlife corridor with Nassau County	Implement mid-term strategies from Beach Habitat Conservation Plan	Full implementation of the Beach Habitat Conservation Plan
The City will be resilient to the impacts of storm surge, sea-level rise, or flooding.	Develop a Hazard Mitigation Plan to become eligible for Building Resilient Infrastructure and Communities (BRIC) funding Strengthen building requirements for 100- and 500-year flood plains so structures are more resilient Decrease maximum impervious surface ratio outside of the Central Business District and 8th Street small area overlay	*Build southern half of Downtown Waterfront Park (Lots C & D) Establish Adaptation Action Areas, as appropriate (FL Statute 163.3164) Prioritize infrastructure projects to mitigate risks within established Adaptation Action Areas Establish a designated staff member or team to serve in a Chief Resiliency Officer capacity ▪ Consider joint entity/ partnership with Nassau County for consistency in messaging, policy, and processes Develop a context specific Low-Impact Development Manual to address stormwater management Update a Vulnerability Assessment and Sea Level Rise/Climate Change audit for public facilities Implement recommendations in Stormwater Master Plan Create Resiliency Master Plan incorporating to following: ▪ Stormwater Master Plan ▪ 2015 Vulnerability Assessment ▪ Amelia River Shoreline Resiliency planning ▪ 2020 Nassau County Vulnerability Assessment	Acquire last parcel in the Downtown Waterfront Park footprint. *Build northern half of Downtown Waterfront Park (Lots A & B)	

* Indicates project is included in more than one objective

II. THEME 2: PRESERVATION OF CHARACTER

What We Heard

The evolving character of the City was a major concern identified in the outreach activities along with a desire to preserve Fernandina Beach's unique culture, aesthetic, and community.

What We Are Doing Now

- Architectural & design standards for Historic District and Old Town
- Identified contributing structures in Historic Districts
- Several buildings registered on the National Registry of Historic Properties (NRHP)
- Tax incentives for historic properties in historic districts (Sec. 74-151 and 74-152 through 74-167 of the LDC)
- Building code standards for non-historic district parcels
- Objective 1.2.6 of the Comprehensive Plan encourages character and density of new development be consistent with surrounding neighborhood
- Objectives 1.2.12 and 1.2.13 of the Comprehensive Plan protect the Historic District and require overlay requirements to protect character
- Objectives 1.1.3 and 11.08 of the Comprehensive Plan encourage reuse of existing building stock
- City published "Properties of Concern" list
- Developed Bosque Bello Cemetery Master Plan
- Pursuing for NRHP for Bosque Bello Cemetery
- City adopted non-discrimination Ordinance protecting sexual orientation and gender identity

THEME 2 : Preservation of Character

GOAL	Urgent / Quick Win	Short-Term	Mid-Term	Long-Term
Accomplished by 2045 *The end goal*	**0-1 Years** *Funding available or regulatory deadlines*	**1-5 Years**	**6-15 Years**	**16-25 Years**
All historic properties eligible for designation will be designated and be in good physical condition.	Restore Peck Center (funded) Update the 2015 Bosque Bello Master Plan	Implement short-term projects in Bosque Bello Master Plan Obtain NRHP designation for Bosque Bello Cemetery Work with Nassau County to adopt ad valorem tax incentive for historic properties	Full Implementation of Bosque Bello Master Plan Obtain historic designation of structures that become eligible between 2021-2035	Obtain historic designation of structures that become eligible between 2035-2045
Fernandina Beach will retain its architectural charm by encouraging building preservation and adaptive reuse instead of demolition and new construction.		Undertake architectural survey of buildings outside the Historic District to identify architecturally contributing buildings (similar to Historic District and Old Town)	Expand preservation incentives to include those architecturally contributing structures outside of the Historic District	Establish a resource bank of local design professionals and engineers to provide low-cost service to property owners at risk of enforcement violations or demolition by neglect
All new construction in Fernandina Beach will reinforce the City's small town charm and respect the neighborhood's unique character.	Coordinate with Nassau County on implementation of wayfinding project to ensure island-wide consistency Work with Nassau County to design and construct gateway entry features funded by the bed tax	Adopt a hybrid form-based code that ensures new construction reflects and reinforces the community's character Create Neighborhood Conservation Districts to further tailor new construction standards to reflect neighborhood character Update 8th Street Mixed-Use Small Area Overlay to include requirements for mixed-use structures Revise PUD Standards to incentivize creation of workforce housing forms that are consistent with surrounding development patterns (i.e. duplex, tri-plex, quad-plex units) Revise PUD standards to strengthen architectural guidance for residential design	Develop corridor redevelopment strategies for 14th St., Sadler Rd., S. Fletcher Ave., and Main Beach Develop architectural standards for community facilities to establish consistency in design of new structures Revise Planned Unit Development (PUD) standards to reduce minimum land area to qualify as a PUD	

THEME 2 : Preservation of Character				
GOAL	**Urgent / Quick Win**	**Short-Term**	**Mid-Term**	**Long-Term**
Accomplished by 2045 *The end goal*	**0-1 Years** *Funding available or regulatory deadlines*	**1-5 Years**	**6-15 Years**	**16-25 Years**
Fernandina Beach will be an equitable and tight-knit community through its built environment and community programs.	Create a Peck Center History Display (funded) Develop African American and Hispanic outreach strategy that builds on pastoral outreach efforts already underway Encourage City Staff to join non-profit organizations and take leadership roles in them Designate City representatives that will ensure a City presence at minority or underrepresented community events	Requirement that government documents are translated into Spanish Develop island-wide strategic plan in partnership with Nassau County Establish community clean-up/amnesty days for removal of junk and debris Partner with organizations to support and expand mentorship programs Develop outreach strategy to advertise existing resources and services offered by the City and local organizations	Partner with non-government organizations and local civic groups to create a living history exhibit Develop storytelling audio or video project of long-time residents to be used at events or as part of a video tour Develop requirements for new construction to include pedestrian spaces that promote socialization and gathering Develop requirements for new construction to include Universal Design standards to ensure equitable access.	

III. THEME 3: LIVABILITY

What We Heard

Economic and social resiliency issues were prevalent during discussions with City leadership, stakeholders, and the general public. These issues include the lack of affordable housing options, accessibility obstacles, and support for aging in place.

What We Are Doing Now

- Bed tax for Amelia Island is at 5%
- Short term vacation rental regulations
- Objective 11.3.15 of the Comprehensive Plan encourages historic and cultural tourism
- Objective 12.4 of the Comprehensive Plan promotes year-round tourism that balances needs of citizens and tourists
- City has conducted parking studies that show there is no parking deficit right now but that could change with further growth.
- SR 200/A1A Corridor Master Plan being conducted by the County
- Public housing is available within City limits
- Affordable housing bonus program
- Accessory dwelling units (ADUs) allowed everywhere except for Old Town
- City waives impact fees for affordable housing projects
- Housing Authority advises Commission on affordable housing
- Objective 3.3 of the Comprehensive Plan supports increased inventory of affordable housing options
  - Policy 3.1.2 encourages the City to promote a mixture of housing types
  - Policy 3.3.1 says the City needs to routinely examine the LDC to ensure it doesn't create barriers to affordable housing
- Paratransit Program through Council on Aging
- Senior meet & greet, senior trips, and fitness classes at Atlantic and MLK Center offered through the Parks and Recreation Department
- Policy 3.3.5 of the Comprehensive Plan states City will adopt LDC regulations that allow seniors to age in place
- City supports a diversified economy
- Good working relationship with the Mills
- Working with industrial and commercial entities to ensure new developments or investments do not hamper the working waterfront
- Working waterfront defined in the Comprehensive Plan
- Objective 2.11 of the Comprehensive Plan ensures protection of working waterfront
- Objective 5.5.14 of the Comprehensive Plan ensures riverfront development be compatible with the working waterfront

THEME 3 : Livability

GOAL	Urgent / Quick Win	Short-Term	Mid-Term	Long-Term
Accomplished by 2045 *The end goal*	**0-1 Years** *Funding available or regulatory deadlines*	**1-5 Years**	**6-15 Years**	**16-25 Years**
Fernandina Beach will balance the needs of visitors and residents by capitalizing on its tourism economy to reinvest in the local community.	Coordinate with Nassau County on design and implementation of infrastructure projects being funded through the bed tax Enforce the 3-hour parking limit downtown to increase turnover of spaces Require Neighborhood Impact Report for any special event that closes a public street	Work with Nassau County to add 1% High Impact Tourism tax to existing 5% bed tax. Revenues can be used for City infrastructure impacted by tourists like streets, streetscape enhancements, beach access, beach sanitation, dune protection, emergency rescue services, shuttle services, and multi-use trails	Identify which projects will be funded by the additional High Impact Tourism Tax Establishment of mobility fee or Transportation Demand Management (TDM) strategies and policies	Reconsider establishing a parking management strategy or paid parking program that exempts local residents
Fernandina Beach will be a livable and Multi-generation community where its citizens can age in place.		*Waive permit fees for residential homeowner improvements that support aging in place (ramps, grab bars, lifts)	Develop a CAPABLE program -Community Aging in Place (partners with Council on Aging) *Expand paratransit options for seniors and disabled residents	
The city will have housing stock available for its workforce, aging, and vulnerable populations.		Create Workforce Housing Action Plan Update affordable housing bonus program Implement a hybrid form-based code that allows for a diversity of housing types Revise PUD regulations to support affordable housing units Create architectural standards for duplex, triplex, and quadplex housing forms	Create a tiered criteria for access to public housing that supports upward mobility and increases unit turnover Increase the impact fee exemption incentive for non-profits building affordable housing (currently $25,000)	Rebuild existing public housing at maximum density allowed by zoning when at the end of its lifespan
The City will increase its economic resiliency by diversifying its industry sectors and maintaining its working waterfront.		Streamline permit process for new business locating to the City (update guides, processes, and key contacts) Conduct an audit of government operations and services to identify ways to be more customer service focused Reduce permit fee for sign permits Eliminate Local Business Tax Receipt for new businesses in their first year in the City (currently $52.50) Create internship program in City government for local students Partner with Nassau County Economic Development Board (NCEDB) to identify targeted industries and tactics to attract them to the City	Create a partnership with Nassau Co. Economic Development Board (NCEDB) to attract aeronautical uses at the airport Develop incentive program for qualified target businesses seeking to locate in Fernandina Beach Implement short-term recommendations from the customer service audit	Implement mid- and long-term recommendations from the customer service audit

* Indicates project is included in more than one objective

IV.THEME 4: FUTURE READY INFRASTRUCTURE, UTILITIES, & PUBLIC FACILITIES

What We Heard

A major theme discussed by City leaders was the need to reinvest in the City's infrastructure in a way that sets Fernandina Beach up to thrive in the future.

This is accomplished through future-proofing the City's utilities and assets. Future ready infrastructure and facilities meet our current needs, while being flexible, reliable, and scalable to handle future requirements and technologies. This can refer to smart grids, electrical vehicle charging networks, expanded broadband and fiber for working at home, and decentralized power production.

This goal will ensure that the City's infrastructure is adaptable to future needs and technologies.

What We Are Doing Now

- Policy 1.1.4 of the Comprehensive Plan says the City shall encourage use and production of renewable energy
- Policy 3.6.2 of the Comprehensive Plan says the City will encourage use of renewable energy in residential structures
- City approved the Cogen plant at Rayonier
- Currently switching City street lights to LEDs
- Policy 11.6.5 of the Comprehensive Plan says the City will encourage burial of utilities in the historic areas
- AT&T currently supplies broadband on Amelia Island
- Policy 12.6.4 of the Comprehensive Plan says the City will investigate availability of broadband service via existing providers, wireless networks, or municipally owned facilities to support expansion
- Conducted a financial analysis on costs of new City Hall vs renovating the existing building
- Policy 2.13.7 the Comprehensive Plan calls for full ADA compliance in all parking lots
- Conceptual design for Waterfront Park approved in 2009, revision approved in 2012
- Conducted Cost Analysis for Waterfront Park
- Engineering drawings for Lot B unveiled in 2016
- Approval for engineering design of Front Street in 2019

THEME 4 : Future Ready Infrastructure, Utilities, and Public Facilities

GOAL	Urgent / Quick Win	Short-Term	Mid-Term	Long-Term
Accomplished by 2045 *The end goal*	**0-1 Years** *Funding available or regulatory deadlines*	**1-5 Years**	**6-15 Years**	**16-25 Years**
Fernandina Beach will have a resilient Smart Grid that is fully hardened against future storms, powered by renewable energy, supports EVs, and supported by expanded and modernized broadband infrastructure. **Note: City would facilitate broadband/fiber build-out through a private utility provider, not invest in a public network.*	Begin coordination with Florida Public Utilities on utility burying plan and prioritization Coordination with Nassau County to include utility burial and broadband installation on island-wide infrastructure improvement projects funded through the bed tax Adopt "Dig Once" policy to minimize cost of broadband or fiber installation for private utility companies. Establish consistent point of contact with utility providers	Update local building code standards to ensure new buildings are compatible with Electric Vehicle (EV) charging needs and renewable energy production Create a plan for a public EV charging network by establish priority areas for installation of public EV charging stations and micro-grids Create a plan for the adoption of an electric municipal fleet Identify locations for municipal solar grids Create task force to streamline regulations for EV charging stations and small-scale solar installation 100% of all street lights converted to LED	Bury overhead utilities in Historic District and S.R. A1A by 2030 25% installation of public EV charging network (possible partnership with utilities for installation and maintenance) All electric vehicles in municipal fleet by 2030	Full burial of all overhead utilities by 2045 80% installation of public EV charging network (possible partnership with utilities for installation and maintenance)
All City owned and/or operated public facilities will be environmentally and fiscally sustainable.	Undertake cost/benefit analysis to determine most economically feasible option for new City Hall Adopt Sustainable Future Proofing (SFP) design principles for public buildings. Undertake study to determine feasibility of a Public/Private Partnership (P3) of public facilities to lower construction and maintenance costs. Construct new Fire Station #2 near Airport Adopt an ordinance to provide a policy for the utilization of P3 projects. Identify P3 developers to determine feasibility for partnership on publicly owned properties Complete Waterfront Master Plan (in progress)	Renovate existing or construct new City Hall Require a cost/benefit analysis for renewable energy production and energy efficiency elements for all public facility renovations or new construction *Construct southern half of Waterfront Resiliency Project (Lot C & D) Renovation of former Fire Station #2 into headquarters for Ocean Rescue	*Full renovation of MLK Recreation Center *Full renovation of Atlantic Recreation Center Conduct study to determine options for Fire Station #1 expansion *Construct northern half of Waterfront Resiliency Project (Lots A & B)	Make enterprise funds revenue positive by 2040

* Indicates project is included in more than one objective

V. THEME 5: MOBILITY & ACCESSIBILITY

What We Heard

Mobility, traffic, and parking were the second most significant concerns of the public following conservation. Residents, stakeholders, and City leadership voiced throughout the public participation process that the ability to safely and comfortably walk and bike around the City was a primary desire. Amelia Island is recognized as a “Bike Friendly Community” and maintaining and building on that success going forward is a goal for the City.

What We Are Doing Now

- Fernandina has a system of bike lanes and multi-use paths
- City is connected to the rest of the island via the Amelia Island Trail
- Amelia Island certified “bike-friendly community"
- Paratransit service for seniors operated via Council on Aging
- NassauTRANSIT runs express buses between major county communities and to Jacksonville
- Objective 1.5.4-1.5.5 of the Comprehensive Plan encourages redevelopment into walkable/mixed use areas
- Objectives 1.6.3 of the Comprehensive Plan calls to identify areas to become Neighborhood Planning Areas or issue heritage/conservation overlays
- Objective 1.6.7 and 1.8.4-1.8.6 of the Comprehensive Plan calls for use overlays to transform suburban corridors into mixed use corridors

THEME 5 : Mobility & Accessibility

GOAL	Urgent / Quick Win	Short-Term	Mid-Term	Long-Term
Accomplished by 2045 *The end goal*	**0-1 Years** *Funding available or regulatory deadlines*	**1-5 Years**	**6-15 Years**	**16-25 Years**
All areas of the City will be easily and safely accessible by walking or biking.	Pass a Vision Zero Ordinance Create Safe Routes to School Initiative Conduct a walk audit to identify and prioritize (high, medium, low) gaps in sidewalk and bike networks as well as any accessibility obstacles. Adopt context sensitive Complete Street policy based on Goal 2 of the Comprehensive Plan	Re-stripe standard crosswalk markings to be high-visibility markings Address “high priority” gaps in sidewalk and bicycle network Request FDOT to include complete street design projects for Fletcher and Atlantic Avenues be included in the 5-year work program Analyze alternative bike route to Fletcher Ave. Coordinate with North Florida Transportation Planning Organization (TPO) to identify and prioritize funding for complete streets Traffic calming streetscape project on Sadler Road *Develop requirements for new construction to include Universal Design standards to ensure equitable access. Revise LDC to encourage vehicular and pedestrian cross access between adjacent properties to reduce curb cuts. Conduct a mobility study to explore the option of a mobility fee to fund alternative mobility improvements	Achieve Silver level Bicycle Friendly Community status Completion of traffic calming and complete street design projects on Fletcher and Atlantic Avenues Address “medium priority” gaps in sidewalk and bicycle network Adopt mobility fee to support alternative transportation options Collaborate with a third party vendor, existing businesses and hotels to develop a non-city run bike share program	Achieve Gold level Bicycle Friendly Community status Address “low priority” gaps in sidewalk and bicycle network

* Indicates project is included in more than one objective

THEME 5 : Mobility & Accessibility

GOAL	Urgent / Quick Win	Short-Term	Mid-Term	Long-Term
Accomplished by 2045 *The end goal*	**0-1 Years** *Funding available or regulatory deadlines*	**1-5 Years**	**6-15 Years**	**16-25 Years**
All ages and abilities will be able to navigate the island without the need for a car.	Conduct a mobility study to identify the best mobility options for Fernandina Beach ▪ Study should look at alternative mobility, park-and-ride options, circulators, shuttles, paratransit, golf carts, and autonomous vehicle infrastructure	*Establish island-wide shuttle network for hotels and tourist destinations. Implement curbside management strategies for pick up/drop off/ deliveries Implement recommendations of the mobility study.		
The number of single occupancy vehicle trips originating off island will remain at or below 2021 levels.	Begin dialogue with Jacksonville Transit Authority (JTA) to provide transit service to Fernandina Beach. Establish ridership goals, transit nodes, and potential routes	Identify City's responsibilities in bringing JTA bus service to island. Partner with JTA on studies to determine demand and public preferences in a JTA route	Launch a pilot program for a bus route connecting Fernandina Beach with off-island population centers and job nodes	Upgrade pilot bus program into a permanent transit link to off-island
The City will be a place where senior and/ or disabled citizens feel welcome and face no accessibility challenges.	Create a working group to work with the disabled community to identify barriers they face	Conduct a walk audit to identify accessibility barriers *Waive permit fees for residential homeowner improvements that support aging in place (ramps, grab bars, lifts) Require Universal Design standards for new public facilities that go above and beyond ADA requirements to ensure equitable access. (accessible vs welcoming to disabled citizens) Ensure ADA accessibility & mobi mats at 25% of public beach access points	*Expand existing paratransit options for seniors and disabled residents Grant / assistance program for commercial properties to make ADA and accessibility improvements (funding, technical assistance) *Full renovation of MLK Recreation Center (ensure renovation includes wheelchair accessible equipment and beach style entrance to the pool) *Full renovation of Atlantic Rec Center (ensure renovation includes wheelchair accessible equipment and beach style entrance to the pool) Ensure ADA accessibility & mobi mats at 50% of public beach access points	Ensure ADA accessibility & mobi mats at 100% of public beach access points

* Indicates project is included in more than one objective

03 IMPLEMENTING THE VISION

I. IMPLEMENTATION STRATEGY

A. Types of changes

The projects and recommendations identified for each goal in Chapter 2 fall into 7 main categories. They will either require modifications to the Comprehensive Plan, LDC, or zoning regulations; establishment of a new City program or service; undertake an additional planning study; require a partnership with another entity, outreach or engagement with a community; action by the City government; or inclusion into the City's Capital Improvements Plan.

Comprehensive Plan or LDC Update

The Comprehensive Plan is the foundation for determining future land uses, transportation strategies, housing policies, conservation efforts, and funding for projects and programs. Florida requires cities to keep their comprehensive plans up to date. Ensuring that elements in the Vision 2045 Plan are incorporated into the Comprehensive Plan is essential to ensure that all projects and recommendations are in line with the community's long-term plan.

The Land Development Code (LDC) standardizes specific zoning and development regulations such as land use, density, height, parking, architecture, and site plan layout. The LDC's specific and legally binding requirements for development are the primary driver on how a development looks, functions, and operates. Updates are needed to the code to ensure that future development and redevelopment are in line with the Vision and Comprehensive Plans.

New City Program

Some recommendations call for the creation of a new City-funded program or new staff position. Some of these recommendations may be handled by existing staff but others may require the hiring of new employees to carry out the program's functions.

Additional Planning Study

The Vision Plan offers broad and high level recommendations. Some objectives recommend further analysis or an additional planning study to dig deeper and more thoroughly than the Vision Plan analysis.

Action

Project requires an action or designation from the City.

Partnership

Several recommendations are for the City to collaborate with other entities or organizations to archive a common goal while the City acts as the project's prime.

Outreach & Engagement

Some recommendations are focused around outreach and engagement of underrepresented communities and populations.

Capital Improvements Project

Capital improvements are major investments or upgrades to public infrastructure or a public facility. Projects that fall under this category include major streetscape projects, new pedestrian or bike infrastructure, and construction of new parks or City-owned buildings.

THEME 1 : Environmental Sustainability & Resiliency

Project or Recommendation	Type	Phase	Urgent	Short-Term	Mid-Term	Long-Term	Funding	Partners
GOAL: Protect and increase the tree canopy								
Create a Tree Management Plan with data from City Tree Committee (CTC) Report	Additional Planning Study	Proposed	X					City Tree Committee
Allow for administrative review of design standard deviations when certain trees can be preserved	Comp Plan/LDC Update	Not Started	X				N/A	City Tree Committee
Identify areas for potential planting areas in parks, rights-of-way, retention ponds, the golf course, and local schools	Additional Planning Study	Proposed	X					City Tree Committee Keep Nassau Beautiful
Adoption of 11 LDC code revisions identified in the CTC report	Comp Plan/LDC Update	Proposed	X				N/A	City Tree Committee
Designate areas for tree staging and storage of materials for installation	Action	Proposed	X					City Tree Committee
Creation of an interdepartmental Tree Unit	New City Program	In progress	X					City Tree Committee
Foster the creation of a volunteer group to support new tree plantings for first 2 growth cycles	New City Program	Not Started		X				City Tree Committee Keep Nassau Beautiful Amelia Island Tree Conservancy
Create tree planting strategy around stormwater management facilities	Additional Planning Study	Not Started		X				Nassau County Property owners
Expand landscape buffers/tree preservation minimum requirements for size and plantings along Amelia Island Pkwy	Partnership	Not Started		X				Nassau County City Tree Committee
Increase tree plantings Simmons Rd., Will Hardee Rd., and S. 14th St. south of Sadler, Jasmine St. to retain natural character	Partnership	Not Started		X				Nassau County City Tree Committee Keep Nassau Beautiful Amelia Island Tree Conservancy
Establish a long-term tree maintenance and replacement plan for Bosque Bello Cemetery	Additional Planning Study	Not Started		X				City Tree Committee
Increase canopy by 5% in the next 15 years (***2036***)	*Benchmark*	*Not Met*			X			
Maximize preservation of environmental features by revising PUD guidelines to support clustered developments which minimize land area impacts beyond current minimum requirements	Comp Plan/LDC Update	Not Started			X			
Increase tree canopy by 7% in next 20 years (2041)	*Benchmark*	*Not Met*				X		

THEME 1 : Environmental Sustainability & Resiliency								
Project or Recommendation	**Type**	**Phase**	**Urgent**	**Short-Term**	**Mid-Term**	**Long-Term**	**Funding**	**Partners**
GOAL: The City will increase acreage of land dedicated to recreation and conservation								
Create similar nomination structure to align with County goals for Conservation Land Acquisition and Management (CLAM) - like program development and implementation	New City Program	In Progress	X				Land & Water Conservation Fund (LWCF) Grant	Nassau County North Florida Land Trust
Establish goal for conservation land acquisition in acreage	Action	Not Started	X				N/A	North Florida Land Trust
Develop Conservation Easement incentives for residential properties to reduce development potential	New City Program	Not Started		X				North Florida Land Trust
Establish a long-term sustainable funding strategy for purchase of conservation lands	Action	Not Started		X				North Florida Land Trust
All parcels identified for conservation by the City's CLAM-like program will be purchased	*Benchmark*	*Not Met*				X		
GOAL: There will be no septic tanks in Fernandina Beach and all properties will be connected to City utilities								
Work with the Nassau County Department of Health to identify existing septic systems and determine age of systems – maintain updated listing for GIS	Partnership	Not Started	X				N/A	Department of Health
Create incentive program for septic households to connect to City Services. Program should also identify parcels in the County that could easily be connected to sewer	New City Program	Not Started		X				Nassau County
Work with Health Department to prevent future approval of septic tanks in Fernandina Beach City limits	Partnership	Not Started		X			N/A	Department of Health
No new septic tanks approved in Fernandina Beach by 2025	*Benchmark*	*Not Met*		X				Department of Health
35% Reduction in number of septic tanks in Fernandina Beach by 2030 (2021 Baseline)	*Benchmark*	*Not Met*			X			
80% Reduction in number of septic tanks in Fernandina Beach by 2040 (2021 Baseline)	*Benchmark*	*Not Met*				X		

THEME 1 : Environmental Sustainability & Resiliency

Project or Recommendation	Type	Phase	Urgent	Short-Term	Mid-Term	Long-Term	Funding	Partners
GOAL: The City's waterfronts, beaches, and wetlands will be resilient to the impacts of humans and climate change								
Expand the Upland Coastal Protection Zone (CUPZ)	Comp Plan/LDC Update	Proposed	X				N/A	FEMA
Develop Habitat Beach Conservation Plan	Additional Planning Study	Funded	X					
Expand wetland buffer requirements	Comp Plan/LDC Update	In Progress	X				N/A	
Establish temporary construction regulations for work in the floodplain	Comp Plan/LDC Update	Not Started	X				N/A	
Implement short-term strategies from Beach Habitat Conservation Plan		Not Started		X				
Establish comprehensive island-wide wildlife corridor networks with Nassau County	Partnership	Not Started		X			Coastal Partnership Initiative (CPI) Grant	Nassau County
Implement mid-term strategies from Beach Habitat Conservation Plan		Not Started			X		Coastal Partnership Initiative (CPI) Grant	Amelia Island Sea Turtle Watch
Full implementation of the Beach Habitat Conservation Plan		Not Started				X	Coastal Partnership Initiative (CPI) Grant	Amelia Island Sea Turtle Watch
GOAL: The City will be resilient to the impacts of storm surge, sea-level rise, and flooding								
Develop a Hazard Mitigation Plan	Additional Planning Study	Not Started	X					FEMA
Strengthen building requirements for 100- and 500-year flood plains	Comp Plan/LDC Update	Proposed	X				BRIC Program	
Decrease maximum impervious surface ratio outside of the Central Business District and 8th St. small area overlay	Comp Plan/LDC Update	Not Started	X				N/A	
Build southern half of Downtown Waterfront Park (Lots C & D)	Capital Improvement	Engineering In Progress		X			Resilient Florida Grant, CIP, Bond, P3	P3 Developer
Establish Adaptation Action Areas, as appropriate	Additional Planning Study	Not Started		X			BRIC Program	Florida Department of Economic Opportunity
Prioritize infrastructure within Adaptation Action Areas	Action	Not Started		X			BRIC Program	
Establish a designated staff member or team to serve in a Chief Resiliency Officer capacity	New City Program	Not Started		X				Nassau County Florida Department of Environmental Protection
Form joint entity/partnership with Nassau County	Partnership	Not Started		X				Nassau County
Develop Low-Impact Development Manual	Action	Not Started		X				
Update the Vulnerability Assessment and Sea Level Rise/Climate Change audit of public facilities	Additional Planning Study	Not Started		X			BRIC Program Resilient Florida Grant	
Implement recommendations in Stormwater Master Plan	Additional Planning Study	Not Started		X				
Create Resiliency Master Plan	Additional Planning Study	Not Started		X				
Acquire last parcel in the Downtown Waterfront Park footprint	Action	Not Started			X			
Build northern half of Downtown Waterfront Park (Lots A & B)	Capital Improvement	Conceptual			X		Resilient Florida Grant, CIP, Bond, P3	P3 Developer

THEME 2 : Preservation of Character

Project or Recommendation	Type	Phase	Urgent	Short-Term	Mid-Term	Long-Term	Funding	Partners
GOAL: All historic properties eligible for designation will be designated and be in good physical condition								
Restore Peck Center	Capital Improvement	Funded	X					
Update 2012 Bosque Bello Master Plan	Planning Study	Not Started	X					
Implement short-term projects in Bosque Bello Master Plan		In Progress		X				City Tree Committee FL Public Archeology Network (FPAN) Amelia Island Genealogy Society
Obtain NRHP designation for Bosque Bello Cemetery	Action	In Progress		X				FL Public Archeology Network (FPAN)
Work with Nassau County to adopt ad valorem tax incentive for historic properties	Partnership	In Progress		X			N/A	
Full Implementation of Bosque Bello Master Plan	In Progress	In Progress			X			
Obtain for historic designation of structures that become eligible between 2021-2035		Not Started			X			
Obtain for historic designation of structures that become eligible between 2035-2045		Not Started				X		
GOAL: Fernandina Beach will retain its architectural charm by encouraging building preservation and adaptive reuse instead of demolition and new construction								
Undertake architectural survey of buildings outside the Historic District to identify architecturally contributing buildings (similar to Historic District and Old Town)	Additional Planning Study	Not Started		X				
Expand preservation incentives to include these architecturally contributing structures outside of the Historic District	New City Program	Not Started			X			
Establish a resource bank of local design professionals and engineers to provide low-cost service to property owners at risk of enforcement violations or demolition by neglect	New City Program	Not Started				X		Community Development Block Grant

THEME 2 : Preservation of Character								
Project or Recommendation	**Type**	**Phase**	**Urgent**	**Short-Term**	**Mid-Term**	**Long-Term**	**Funding**	**Partners**
GOAL: All new construction in Fernandina Beach will be reinforce the City's small town charm and respect the neighborhood's unique character								
Coordinate with Nassau County on implementation of wayfinding project to ensure island-wide consistency	Partnership	In Process	X				Bed Tax	Nassau County
Work with Nassau County to design and construct gateway entry features	Partnership	Proposed	X				Bed Tax	Nassau County
Adopt a hybrid form-based code that ensures new construction reflects and reinforces the community's character	Comp Plan/LDC Update	Not Started		X				
Create Neighborhood Conservation Districts to further tailor new construction standards to reflect neighborhood character.	Comp Plan/LDC Update	Not Started		X				
Update 8th Street Mixed-Use Small Area Overlay to include requirements for mixed-use structures	Comp Plan/LDC Update	Proposed		X			N/A	
Revise PUD Standards to incentivize creation of workforce housing forms that are consistent with surrounding development patterns (i.e. duplex, tri-plex, quad-plex units).	Comp Plan/LDC Update	Proposed		X			N/A	
Revise PUD standards to strengthen architectural guidance for residential design	Comp Plan/LDC Update	Proposed		X			N/A	
Develop corridor redevelopment strategies for 14th Street, Sadler Road, S. Fletcher Avenue, and Main Beach	Additional Planning Study	Not Started			X			
Develop architectural standards for community facilities to establish consistency in design of new structures	Additional Planning Study	Not Started			X			
Revise Planned Unit Development (PUD) standards to reduce minimum land area to qualify as a PUD	Comp Plan/LDC Update	Not Started			X		N/A	

THEME 2 : Preservation of Character

Project or Recommendation	Type	Phase	Urgent	Short-Term	Mid-Term	Long-Term	Funding	Partners
GOAL: Fernandina Beach will be an equitable and tight-knit community through community building programs and a built environment that encourages socialization among residents.								
Create a Peck Center History Display		Funded	X					
Developed African American and Hispanic outreach strategy that builds on pastoral outreach efforts already underway	Outreach	In Progress	X					Nassau Racial Equality Coalition Historically Black Church pastors
Encourage City Staff to join non-profit organizations and take leadership roles in them	Outreach		X				N/A	
Designate City representatives that will ensure a City presence at minority or underrepresented community events	Outreach		X				N/A	4 the Culture
Requirement that government documents are translated into Spanish	Action			X			N/A	
Develop island-wide strategic plan in partnership with Nassau County	Partnership			X				Nassau County
Establish community clean-up/amnesty days for removal of junk and debris	New City Program			X				Keep Nassau Beautiful
Partner with organizations to support and expand mentorship programs	Partnership			X				NE FL Builders Association Chamber of Commerce Mills
Develop outreach strategy to advertise existing resources and services offered by the City and local organizations	Outreach			X				Nassau Racial Equality Coalition Historically Black Church pastors
Partner with non-government organizations to create a living history exhibit	Partnership				X			Amelia Island Museum of History Peck High School Foundation
Develop storytelling audio or video project of long-time residents to be used at events or as part of a video tour	Partnership				X			
Develop requirements for new construction to include pedestrian spaces that promote socialization and gathering	Comp Plan/LDC Update				X		N/A	
Develop requirements for new construction to include Universal Design standards to ensure equitable access.	Comp Plan/LDC Update				X		N/A	

THEME 3 : Livability

Project or Recommendation	Type	Phase	Urgent	Short-Term	Mid-Term	Long-Term	Funding	Partners
GOAL: Balance the needs of visitors and residents by capitalizing on tourism industry to reinvest in the local community.								
Coordinate with Nassau County on design and implementation of infrastructure projects being funded through the bed tax	Partnership		X				Bed tax	Nassau County
Enforce the 3-hour parking limit downtown to increase turnover of spaces	Action	Not Started	X				N/A	
Require Neighborhood Impact Report for any special event that closes a public street	Action	Not Started	X				N/A	
Work with Nassau County to add 1% High Impact Tourism tax to existing 5% bed tax	Partnership	Not Started		X			N/A	Nassau County
Identify which projects will be funded by the additional High Impact Tourism Tax	Action	Not Started			X		N/A	
Establishment of mobility fee or TDM strategies	Action	Not Started			X		N/A	Hotels
Reconsider establishing a parking management strategy or paid parking program that exempts local residents	New City Program	Not Started				X		
GOAL: Fernandina Beach will be a livable and Multi-generation community where its citizens can age in place.								
Waive permit fees for residential homeowner improvements that support aging in place	Action			X			N/A	Council on Aging
Develop a CAPABLE -Community Aging in Place	Partnership				X		Partnership with local University nursing programs	Council on Aging AARP Local Nursing Programs Baptist Medical Center
Expand paratransit options for seniors and disabled residents	Partnership				X			Council on Aging Federal Transit Administration

THEME 3 : Livability								
Project or Recommendation	**Type**	**Phase**	**Urgent**	**Short-Term**	**Mid-Term**	**Long-Term**	**Funding**	**Partners**
GOAL: The City will have housing stock available for its workforce, aging, and vulnerable populations.								
Create Workforce Housing Action Plan	Additional Planning Study			X				Nassau County Nassau County SHIP Florida Housing Coalition Nassau Racial Equality Coalition
Update affordable housing bonus program	Comp Plan/LDC Update			X				St Johns County AARP Nassau County SHIP
Implement a hybrid form-based code that allows for a diversity of housing types	Comp Plan/LDC Update			X				AARP Florida Housing Coalition
Revise PUD regulations to support affordable housing units	Comp Plan/LDC Update			X				AARP Florida Housing Coalition
Create architectural standards for duplex, triplex, and quadplex housing forms	Comp Plan/LDC Update			X				
Create a tiered criteria for access to public housing that supports upward mobility	Additional Planning Study				X			
Increase the impact fee exemption incentive for non-profits building affordable housing	Action				X		N/A	
Rebuild existing public housing at maximum density allowed by zoning	Capital Improvement					X	Community Development Block Grant	HUD Habitat for Humanity AARP Nassau County SHIP

THEME 3 : Livability

Project or Recommendation	Type	Phase	Urgent	Short-Term	Mid-Term	Long-Term	Funding	Partners
GOAL: The City will increase its economic resiliency by diversifying its industry sectors and maintaining its working waterfront.								
Streamline Permit process for new businesses locating to the City	Action	Not Started		X				Chamber of Commerce
Reduce permit fee for sign permits	Action	Not Started		X			N/A	
Eliminate Local Business Tax Receipt for new businesses in their first year in the City	Action	Not Started		X			N/A	Chamber of Commerce
Create internship program in City government for local students	New City Program	Not Started		X				
Conduct a customer service focused audit of government operations and services to identify ways to be more customer focused	Additional Planning Study	Not Started		X				Chamber of Commerce NE FL Builders Association
Partner with Nassau County Economic Development Board (NCEDB) to identify targeted industries and tactics to attract them to the City	Partnership / Additional Planning Study	Not Started		X				Chamber of Commerce NCEDB
Create a partnership with Nassau Co Economic Development Board (NCEDB) to attract aeronautical uses at the airport	Partnership	Not Started			X			NCEDB
Develop incentive program for qualified target businesses seeking to locate in Fernandina Beach	New City Program	Not Started			X			Chamber of Commerce NCEDB
Implement short-term recommendations from the customer service audit		Not Started			X			
Implement mid- and long-term recommendations from the customer service audit		Not Started				X		

THEME 4 : Future Ready Infrastructure, Utilities, & Public Facilities								
Project or Recommendation	**Type**	**Phase**	**Urgent**	**Short-Term**	**Mid-Term**	**Long-Term**	**Funding**	**Partners**
GOAL: Upgrade utility and infrastructure networks to be hardened and future ready								
Begin coordination with Florida Public Utilities on utility burying plan and prioritization	Partnership	Not Started	X				N/A	Florida Public Utility
Coordination with Nassau County to determine if utility burial and broadband installation can be included in streetscape upgrade project	Partnership	Not Started	X				N/A	Nassau County Florida Public Utility AT&T
Adopt "Dig Once" policy to minimize cost of broadband or fiber installation	New City Program	Not Started	X				N/A	Florida Public Utility AT&T
Establish consistent point of contact with utility providers	Action	Not Started	X				N/A	Florida Public Utility
Update local building code standards to ensure new buildings are compatible with Electric Vehicle (EV) charging needs and renewable energy production.	Comp Plan/LDC Update	Not Started		X			N/A	Florida Public Utility NE FL Builders Association
Create a plan for a public EV charging network by establishing priority areas for installation of public EV charging stations and micro-grids	Additional Planning Study	Not Started		X			US Dept of Energy State Energy Program (SEP)	US Dept of Energy State Energy Program (SEP)
Create a plan for the future adoption of an electric municipal fleet.	Additional Planning Study	Not Started		X			US Dept of Energy State Energy Program (SEP)	Climate Mayors Electric Vehicle Purchasing Collaborative US Dept of Energy State Energy Program (SEP)
Identify locations for municipal solar grids	Additional Planning Study	Not Started		X				Florida Public Utility
Create task force to streamline regulations for EV charging stations and small-scale solar installation	New City Program	Not Started		X				
100% of all street lights converted to LED	*Benchmark*	*Not Met*		X				
Bury overhead utilities in Historic District and S.R. A1A by 2030	*Benchmark*	*Not Met*			X		N/A	Florida Public Utility
25% installation of public EV charging network	*Benchmark*	*Not Met*			X		Partnership with FPU Infrastructure Bill	Florida Public Utility
All electric vehicles in municipal fleet by 2030	*Benchmark*	*Not Met*			X		CIP	Climate Mayors Electric Vehicle Purchasing Collaborative US Dept of Energy State Energy Program (SEP)
Full burial of all overhead utilities by 2045	*Benchmark*	*Not Met*				X	N/A	Florida Public Utility
80% installation of public EV charging network	*Benchmark*	*Not Met*				X	Partnership with FPU Infrastructure Bill	Florida Public Utility

THEME 4 : Future Ready Infrastructure, Utilities, & Public Facilities								
Project or Recommendation	**Type**	**Phase**	**Urgent**	**Short-Term**	**Mid-Term**	**Long-Term**	**Funding**	**Partners**
GOAL: All City owned and/or operated public facilities will be environmentally and fiscally sustainable.								
Select option for City Hall (renovation vs new construction)	Action	In Progress	X				N/A	
Adopt sustainable future-proofing (SFP) design principles for public buildings	Comp Plan/LDC Update	Not Started	X				N/A	
Undertake study to determine feasibility of Public Private Partnerships (P3) of public facilities to lower construction and maintenance costs	Additional Planning Study	Not Started	X					
Construct new Firehouse Station #2 near Airport	Capital Improvement	In Progress	X				CIP P3	P3 Developer
Adopt an ordinance to provide a policy for the utilization of P3 projects	Comp Plan/LDC Update	In Progress	X				N/A	
Select P3 developer to partner with	Action	Not Started	X				N/A	
Complete Waterfront Master Plan	Action	In Progress	X					
Renovate City Hall or construct new facility	Capital Improvement	Proposed		X			CIP or P3	P3 Developer
Require a cost/benefit analysis for renewable energy production and energy efficiency elements for all public facility renovations or new construction	Comp Plan/LDC Update	Not Started		X			N/A	
Construct southern half of Downtown Waterfront Park (Lots C & D)	Capital Improvement	Engineering In Progress		X			Resilient Florida Grant CIP Bond P3	P3 Developer
Renovation of former Firehouse #2 into Ocean Rescue Headquarters	Capital Improvement	Conceptual		X			CIP P3	P3 Developer
Full renovation of MLK Rec Center	Capital Improvement	Proposed			X		CIP P3	P3 Developer
Full renovation of Atlantic Rec Center	Capital Improvement	Proposed			X		CIP P3	P3 Developer
Study to determine need for Firehouse #1 renovation and/or expansion	Additional Planning Study	Not Started			X			
Construct northern half of Downtown Waterfront Park (Lots A & B)	Capital Improvement	Conceptual			X		Resilient Florida Grant CIP Bond P3	P3 Developer
Renovate and/or expand Firehouse #1	Capital Improvement	Not Started				X	CIP P3	P3 Developer
Make enterprise funds revenue positive by 2040	*Benchmark*	*Not Met*				X		

THEME 5 : Mobility & Accessibility

Project or Recommendation	Type	Phase	Urgent	Short-Term	Mid-Term	Long-Term	Funding	Partners
GOAL: All areas of the City will be easily and safely accessible by walking or biking.								
Pass a Vision Zero Ordinance	Action	Not Started	X					Vision Zero Network
Create Safe Routes to School Initiative	Action	Not Started	X					Schools
Conduct a walk audit to identify and prioritize (high, medium, low) gaps in sidewalk and bike network	Additional Planning Study	Not Started	X					
Adopt Context sensitive Complete Street Policy	Action	Not Started	X					
Re-stripe standard crosswalk markings to be high-visibility markings	Action	Not Started		X				TPO / FDOT Nassau County
Address “high priority” gaps in sidewalk and bicycle network	Capital Improvements	Not Started		X			High Tourism Impact Tax (Tourist areas)	TPO / FDOT
Request FDOT to include complete street design projects for Fletcher and Atlantic Avenues be included in the 5-year work program	Partnership	Not Started		X				TPO / FDOT
Analyze alternative bike route to Fletcher Ave	Additional Planning Study	Not Started		X				
Coordinate with North Florida Transportation Planning Organization (TPO) to identify and prioritize funding for complete streets	Partnership	Not Started		X				TPO / FDOT
Traffic calming streetscape project on Sadler Road	Capital Improvements	Not Started		X				
Develop requirements for new construction to include Universal Design standards to ensure equitable access.	Comp Plan/LDC Update	Not Started		X			N/A	
Revise LDC to encourage cross access through adjacent parking lots to reduce curb cuts	Comp Plan/LDC Update	Not Started		X			N/A	
Explore the option of a mobility fee to fund alternative mobility improvements	Additional Planning Study	Not Started		X				
Silver level Bicycle Friendly Community status	*Benchmark*	*Not Met*			X			
Completion of traffic calming and complete street design projects on Fletcher and Atlantic Avenues	Capital Improvements	Not Started			X		TPO / FDOT	TPO / FDOT
Address “medium priority” gaps in sidewalk and bicycle network	Capital Improvements	Not Started			X		High Tourism Impact Tax (Tourist areas)	
Adopt the mobility fee	Action	Not Started			X			
Create non-city run bike share program	Partnership	Not Started			X			Hotels
Gold level Bicycle Friendly Community status	*Benchmark*	*Not Met*				X		
Address “low priority” gaps in sidewalk and bicycle network	Capital Improvements	Not Started				X		

THEME 5 : Mobility & Accessibility

Project or Recommendation	Type	Phase	Urgent	Short-Term	Mid-Term	Long-Term	Funding	Partners
GOAL: All ages and abilities will be able to navigate the island without the need for a car.								
Conduct a mobility study to identify the best mobility options for Fernandina Beach	Additional Planning Study	Not Started		X				
Establish island-wide shuttle network for hotels and tourist destinations	New City Program	Not Started		X			High Tourism Impact Tax	Hotels
Implement curbside management strategies for pick up/drop-off/ deliveries	Additional Planning Study	Not Started		X				Main Street Fernandina Beach
Implement recommendations of the mobility study	Action	Not Started		X				
GOAL: The number of single occupancy vehicle trips originating off island will remain at or below 2021 levels.								
Begin dialogue with JTA to provide transit service to Fernandina Beach. Establish ridership goals, transit nodes, and potential routes	Partnership	In Progress	!				N/A	Jacksonville Transit Authority (JTA)
Identify City's responsibilities in bringing JTA bus service to island	Partnership	Not Started		X			N/A	Jacksonville Transit Authority (JTA)
Partner with JTA on studies to determine demand and public preferences in a JTA route	Partnership	Not Started		X				Jacksonville Transit Authority (JTA)
Launch pilot bus program	Partnership	Not Started			X			Jacksonville Transit Authority (JTA)
Upgrade pilot program to permanent transit line	Partnership	Not Started				X		Jacksonville Transit Authority (JTA)

THEME 5 : Mobility & Accessibility

Project or Recommendation	Type	Phase	Urgent	Short-Term	Mid-Term	Long-Term	Funding	Partners
GOAL: The City will be a place where senior and/or disabled citizens feel welcome and face minimal accessibility challenges.								
Create working group to work with seniors and disabled citizens to identify accessibility obstacles and priorities	Action	Not Started	X					Council on Aging AARP
Conduct a walk audit to identify accessibility barriers	Additional Planning Study	Not Started		X				Senior & Disabled Citizen Working Group AARP
Waive permit fees for residential homeowner improvements that support aging in place (ramps, grab bars, lifts)	Action	Not Started		X			N/A	Council on Aging
Require Universal Design standards for new public facilities that go above and beyond ADA requirements to ensure equitable access	Comp Plan/LDC Update	Proposed		X			N/A	
Ensure ADA accessibility & Mobi Mats at 25% of public beach access points		Not Started		X			High Tourism Impact Tax	
Expand existing paratransit options for seniors	Partnership	Not Started			X			Council on Aging
Grant / assistance program for commercial properties to make ADA and accessibility improvements (funding, technical assistance)	New City Program	Not Started			X			Council on Aging Main Street Fernandina Beach Chamber of Commerce
Full renovation of MLK Recreation Center					X			
Full renovation of Atlantic Recreation Center					X			
Ensure ADA accessibility & Mobi Mats at 50% of public beach access points					X		High Tourism Impact Tax	
Ensure ADA accessibility & Mobi Mats at 100% of public beach access points						X	High Tourism Impact Tax	

APPENDIX A

EXISTING CONDITIONS ANALYSIS

COMMUNITY VISION 2045 FERNANDINA BEACH

Prepared For

CITY OF FERNANDINA BEACH • FL

Prepared by

WGI

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A : EXISTING CONDITIONS

I. HISTORY

Founding by the Spanish Empire

Fernandina Beach is a city rich in history. Known as the Isle of 8 Flags, the city has been a possession of 8 different nations since its founding. This has created a melting pot of cultures that is reflected in the city's architecture, cityscape, and public traditions.

Fernandina Beach was founded in 1811 by Spanish colonists and named after King Ferdinand VII. It was the last city to be platted under the "Law of the Indies" and the final city to be established by Spain in the Western Hemisphere.

The original settlement was established approximately one mile north of present-day downtown Fernandina Beach. The 1811 plat organized the new town in a traditional grid, consisting of city blocks measuring 200 ft x 250 ft. A public plaza, a major element of Spanish colonial town planning, was established in the center of the new town. Fort San Carlos stood between the plaza and the waterfront, protecting the city and port from naval aggressions from an expanding United States. This fortress, constructed of wood and earthworks, has eroded over the years. The original street grid and public plaza (Fernandina Plaza Historic State Park) are all that remain of the original Spanish settlement.

Photo: *Fernandina Beach 1884 (Source: Amelia Island Museum of History)*

1811 City Plat

Founded in 1811 by the Spanish Empire, Fernandina Beach was the last city to be platted under the "Law of the Indies" and the final city to be established by Spain in the Western Hemisphere.

Photo: *1811 Plat (OldTownFernandina.org)*

Photo: *1857 Yulee Plat of Fernandina Beach (Source: Library of Congress)*

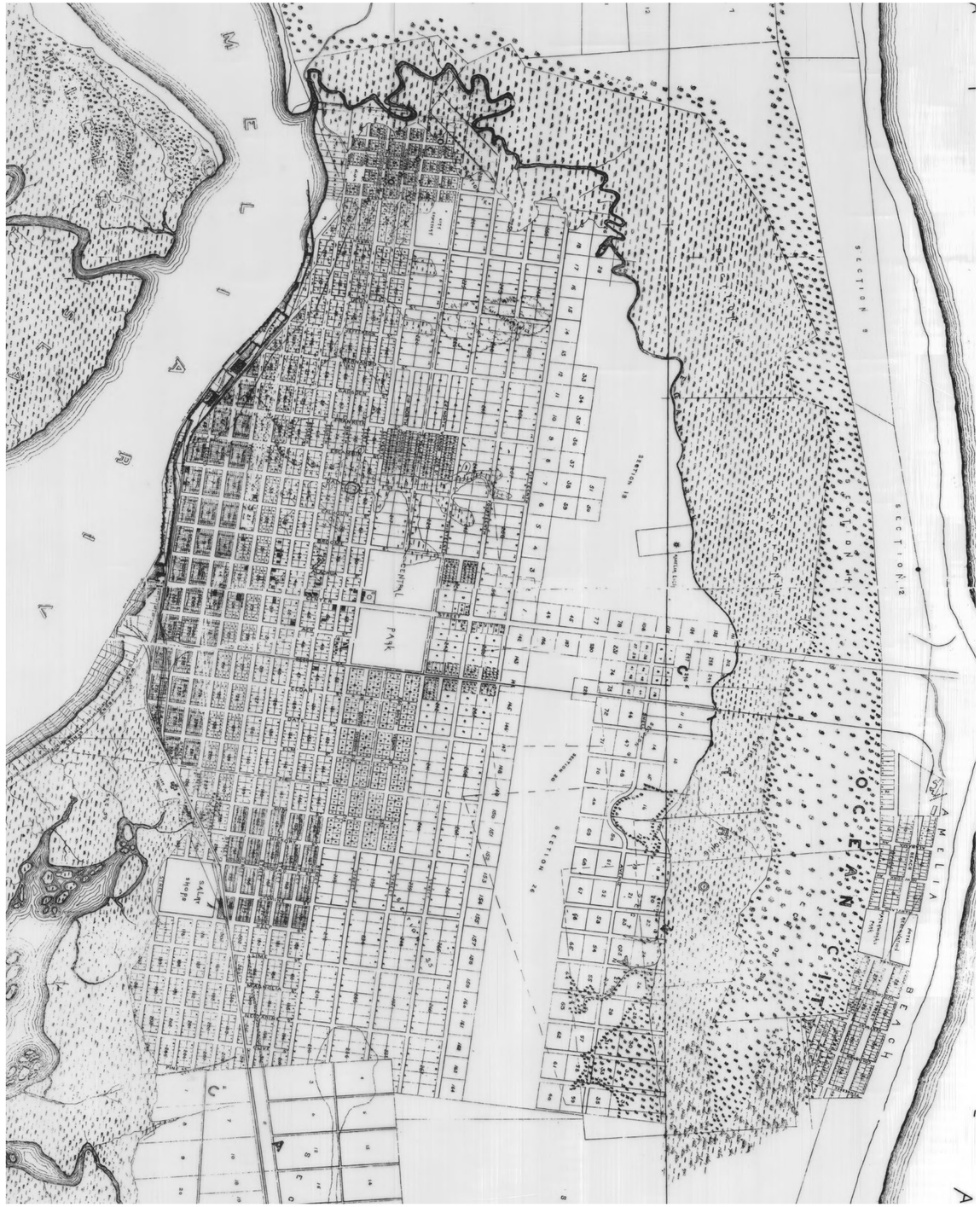


Photo: *Centre Street in 1883 (Source: Hicks 2007:39)*

Relocation South and the Railroad

Fernandina Beach relocated one mile south in the 1850s to take advantage of the new Florida Railroad built by David Yulee that terminated on Amelia Island. The new town center developed around its railroad station, which still stands today as the Amelia Island Welcome Center, and became an important transportation center in northern Florida.

In 1857, David Yulee platted the new town of Fernandina Beach. The new city layout was modeled off of New York City. The plan laid out the City in a traditional grid with city blocks approximately 400 feet by 250 feet. A large public park was designated in the center of the city to act as Fernandina Beach's version of Central Park. Davis Yulee envisioned the City would become the "Manhattan of the South".

The Civil War broke out before David Yulee was able to develop his vision for the City. Confederate forces took over nearby Fort Clinch which eventually housed six companies of troops. The City fell to Union troops the next year and became a primary destination for freed slaves during the rest of the War.

Fernandina Beach's African American population grew after the end of the Civil War. Hundreds settled in the City and several Black ministries and churches were founded including New Zion Missionary Baptist on South 9th Street. Black citizens began to be elected to City offices in part due to the City's large African American population until the State legislature redistricted the City to benefit White citizens. Segregation laws were introduced in the 1890's.

Growth & Prosperity

Fernandina Beach entered a period of growth and prosperity in the last quarter of the 1800's. In this period, the City established a robust tourism industry, expanded the port, and became a primary trading center connecting the cotton and timber industries with maritime shipping routes.

The historic wealth and prosperity of the town is reflected in the local architecture and cityscape. Fernandina Beach possesses a large concentration of nineteenth century residential architecture and the downtown area is rich in revival and romantic architectural styles.

Photo: *Newly Built Courthouse, 1892 (Source: Courthouse History)*

The city continued to grow with the establishment of the Kraft Corporation Paper Mill in the late 1930's. Other industries followed and built-up Fernandina Beach's modern-day industrial port. The city reached a population of 7,000 in the 1960's. This population growth led to the development of new residential areas east of the historic downtown area towards the oceanfront. While most of the newer residential areas continued to utilize a traditional street grid, some of the developments in the southeast part of the city were designed in a more standard, suburban style.

Fernandina Beach Today

The city began to focus on historic preservation efforts in the 1970's, establishing new guidelines and encouraging restoration of historic structures. Today, the cityscape of Fernandina Beach is a rich tapestry of historical architecture that makes it a beautiful and unique place in the modern world.

Photo: *Restored Historical Buildings Along Centre St. (Source: Deremer Studios)*

II. 2030 COMPREHENSIVE PLAN

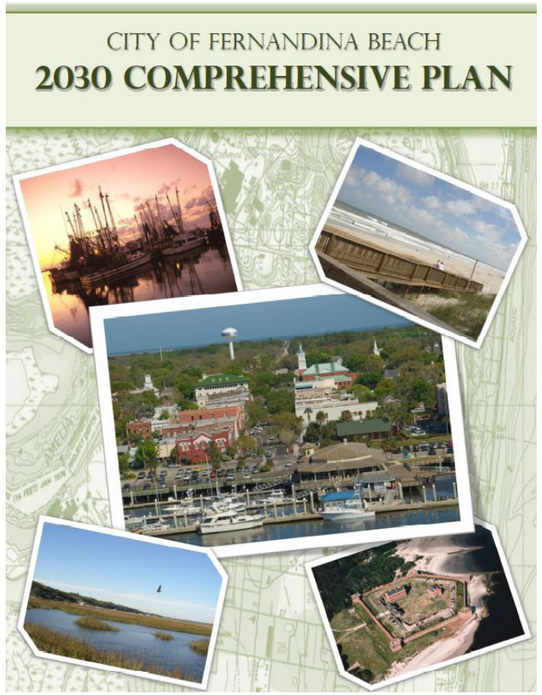
A. Plan Structure

Fernandina Beach adopted the 2030 Comprehensive Plan in 2002 to guide development of the City over the proceeding 15-25 years. The plan addresses the following 12 main topics that influence the City's physical development.

1. Future Land Use
2. Multi-modal Transportation
3. Housing
4. Public Facilities
5. Conservation & Coastal Management
6. Recreation & Open Space
7. Intergovernmental Coordination
8. Capital Improvements
9. Port Facilities
10. Public Schools
11. Historic Preservation
12. Economic Development

Every seven years the City updates the Plan through an Evaluation and Appraisal Review report (EAR). Based on legislative changes, the City's EAR deadline was 2019. The purpose of the EAR is to evaluate progress the City has made towards the goals laid-out in the Comprehensive Plan, update for legislative changes and allows amendments to address new issues and identify new opportunities. The 2019 EAR directed changes based on state level legislative action to address seasonal population impacts, water supply planning, and flood resiliency. Plan amendments were finalized in 2020. Following these changes, the

Photo: *2030 Comprehensive Plan (Source: WGI)*



City Commission directed action to review and determine if holistic changes were needed to support its goals in better addressing climate change vulnerabilities, update plan time frames, and to determine if certain polices were no longer relevant.

B. Plan Legacy

The 2030 Comprehensive Plan was implemented in several key areas. The City established a Land Development Code Working Group which identified priority areas for directing changes. The first and most successful was the 8th Street Mixed Use Overlay with corresponding new land use and zoning map changes. Following success in achieving goals for improvement along 8th Street, the city focused on its downtown core to evaluate residential densities to better support re-use of existing structures. Changes to the

Land Development code were also brought forward to allow for more expansive Accessory Dwelling Units in support of multi-generational living and aging in place policies. Another key measure that was fully implemented was the reduction of impervious surfaces by setting caps on required parking, adding parking flexibility standards, and limiting impervious material for parking areas. The City made changes within its table of land uses to include modern language for various uses and needs and aligned its industrial zoning designations to better reflect their allowable intensities. Also completed, were changes to support needs within the established Community Redevelopment Area. Calculation of building heights to address floodplain properties and concerns with mechanical equipment encroaches were another significant implementation measure. The City completed several, but not all of the directed studies or plans within the Plan.

Additional implementation efforts of the City have been witnessed in its organizational structure. The City has created a Stormwater Department during this time frame who have completed several significant projects and provided expertise in stormwater planning. In 2019, the City established specific right-of-way standards for roadway development. The City created a new chapter in its Land Development Code to specifically address properties within Historic Districts. Updated permanent and temporary signage regulations have been addressed following recent Supreme Court decision making. The City has made numerous significant changes to protect its urban forest through code amendments to increase mitigation requirements and penalties. Further, the City committed to the hiring of an urban forester/ city arborist and has maintained this position since 2018.

The City adopted an its Conservation Land Trust Fund in support of its public land acquisition program in 2018 and has aggressively made changes to its Future Land Use Map and Zoning Map to reflect Conservation status on properties owned by governmental agencies and on private properties on 129 acres of land. Additionally, the city has purchased almost 20 acres of land. The city maintains an active partnership with the North Florida Land Trust to support its conservation acquisition efforts.

Despite these meaningful changes and action taken to implement the 2030 Comprehensive Plan, many items remain incomplete. Specific areas that require greater focus leading into the next planning horizon include:

- implementation of the City's goals for multimodal transportation options,
- addressing climate change vulnerabilities through establishment of Adaptation Action Areas
- consideration of form-based solutions to direct residential and non-residential character including standards for Planned Unit Developments,
- creation of a City context low impact development manual, and developing standards for cluster development to better protect natural features on individual lots, and
- determine solutions for neighborhood level planning needs and outreach.

III. MAP OVERVIEWS

A. Existing Built Environment

The built environment of Fernandina Beach is comprised of three primary development patterns. Old Town, the Historic District, and the residential neighborhoods adjacent to Atlantic Avenue, the Middle and High Schools, and the Peck Center are developed as traditional urban neighborhoods. These are the oldest parts of the City and are defined by their smaller blocks and intact street grid network. The residential area centered around North Fletcher Avenue is also constructed in a traditional urban neighborhood fashion. These areas are considered the City's most walkable and pedestrian friendly.

Many of the newer residential neighborhoods constructed in Fernandina Beach follow a sprawling suburban style of development with limited entry points into the neighborhood and several dead-end streets terminating in cul-de-sacs. These areas contain predominately detached single-family homes of similar age and architectural style. These areas are car-centric in design and geographically separated from other uses such as shops and restaurants.

The areas around 5 Points, South 14th Street, and Saddler Road are constructed in a Suburban Commercial development pattern. These areas are dominated by big-box stores with large parking lots, stand alone fast food restaurants, and shopping plazas. Buildings are set back from the road with parking located between the business and street. They are car-centric areas with limited pedestrian or bicycle infrastructure.

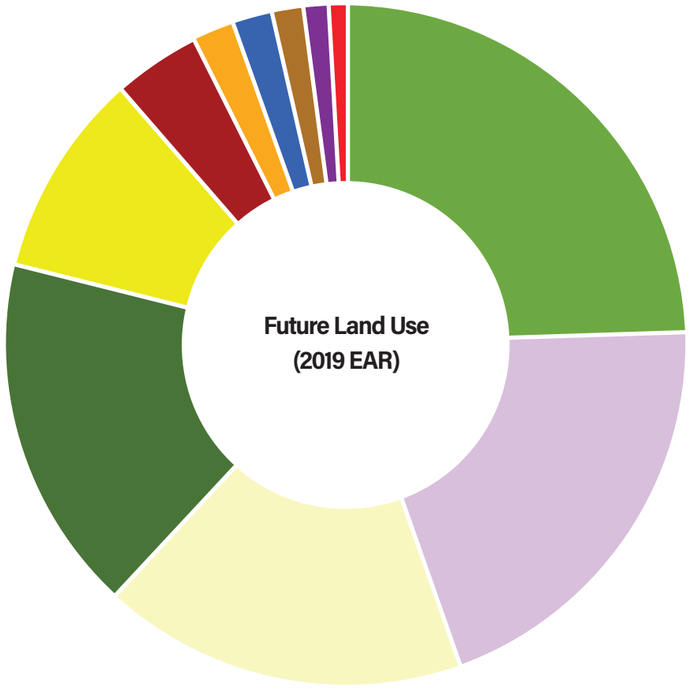
Traditional Urban Neighborhood

Suburban Residential Development

Suburban Commercial Development

Beaches Development

Table A.1: *Future Land Use*



24.5%	Recreation
20.1%	Industrial
17.3%	Low Density Residential
17.0%	Conservation
9.7%	Medium Density Residential
4.1%	General Commercial
2%	High Density Residential
1.9%	Public / Institutional
1.5%	Mixed Use
1.2%	Industrial Waterfront
0.6%	Central Business District
0.1%	Mixed-Use Waterfront

B. Future Land Use Map (FLUM)

The FLU plan reinforces the uses established in the current zoning code. Table A.1 shows the percentage of land area of each FLU category in the City and Figure A.1 illustrates their location. Recreation and environmental conservation encompass large areas of the City including Fort Clinch State Park, acres of wetlands, and the Fernandina Beach Golf Club. Residential development is relatively evenly divided between low- and medium-densities with a few high-density residential areas located on the oceanfront. Industrial is identified along the Amelia River waterfront while the municipal airport and surrounding areas in the south of the City are identified as Public/Semi-Public FLU. Mixed use districts are found in the downtown core and along South 8th Street.

Figure A.1: *Future Land Use Map (FLUM)*

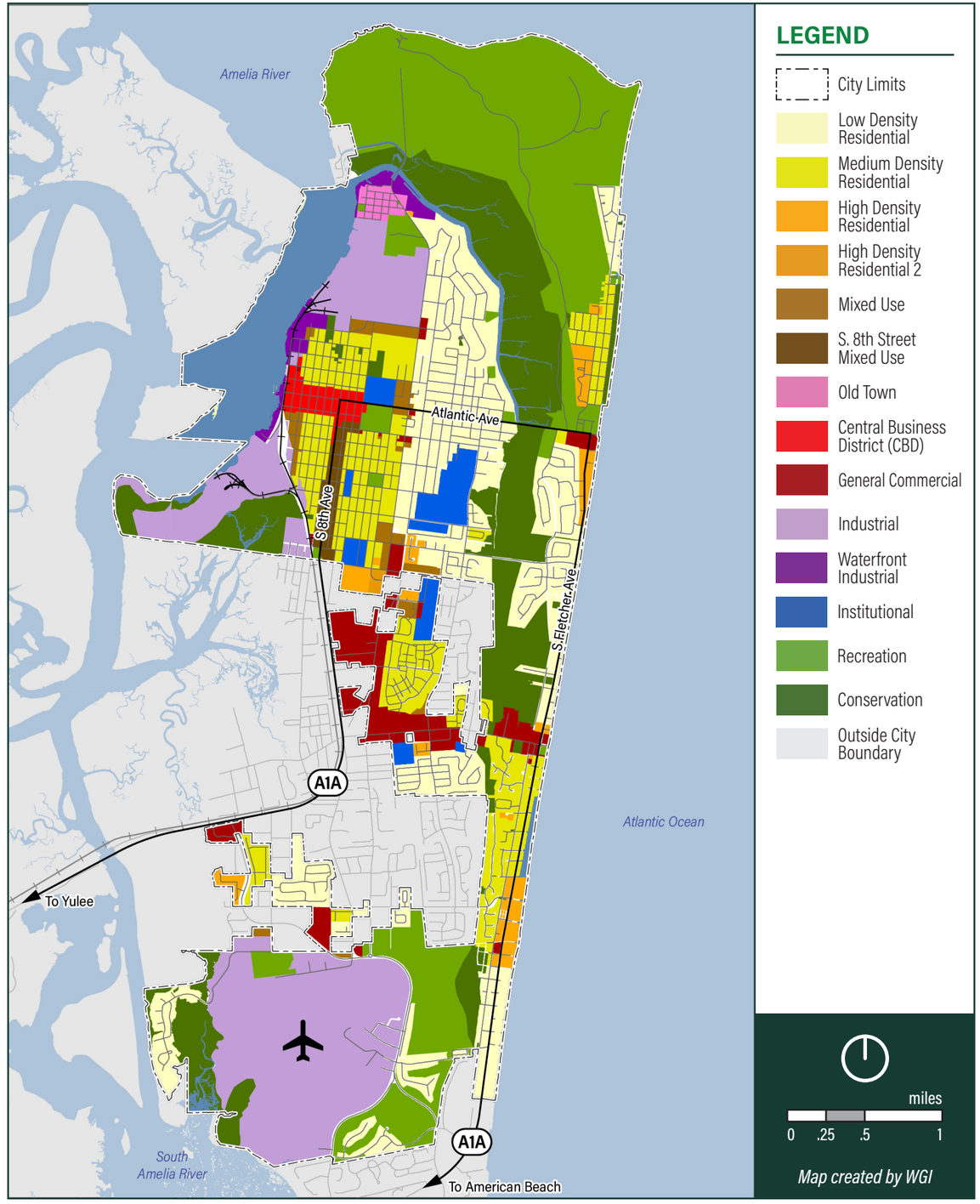
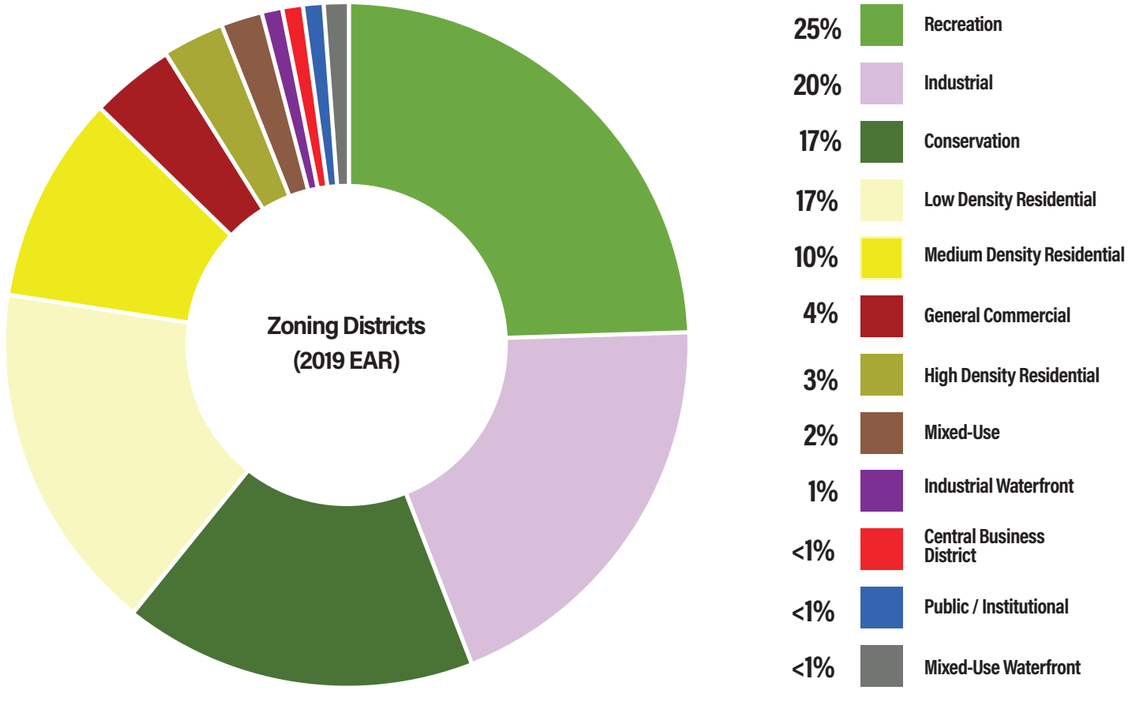


Table A.2: *Zoning Districts*

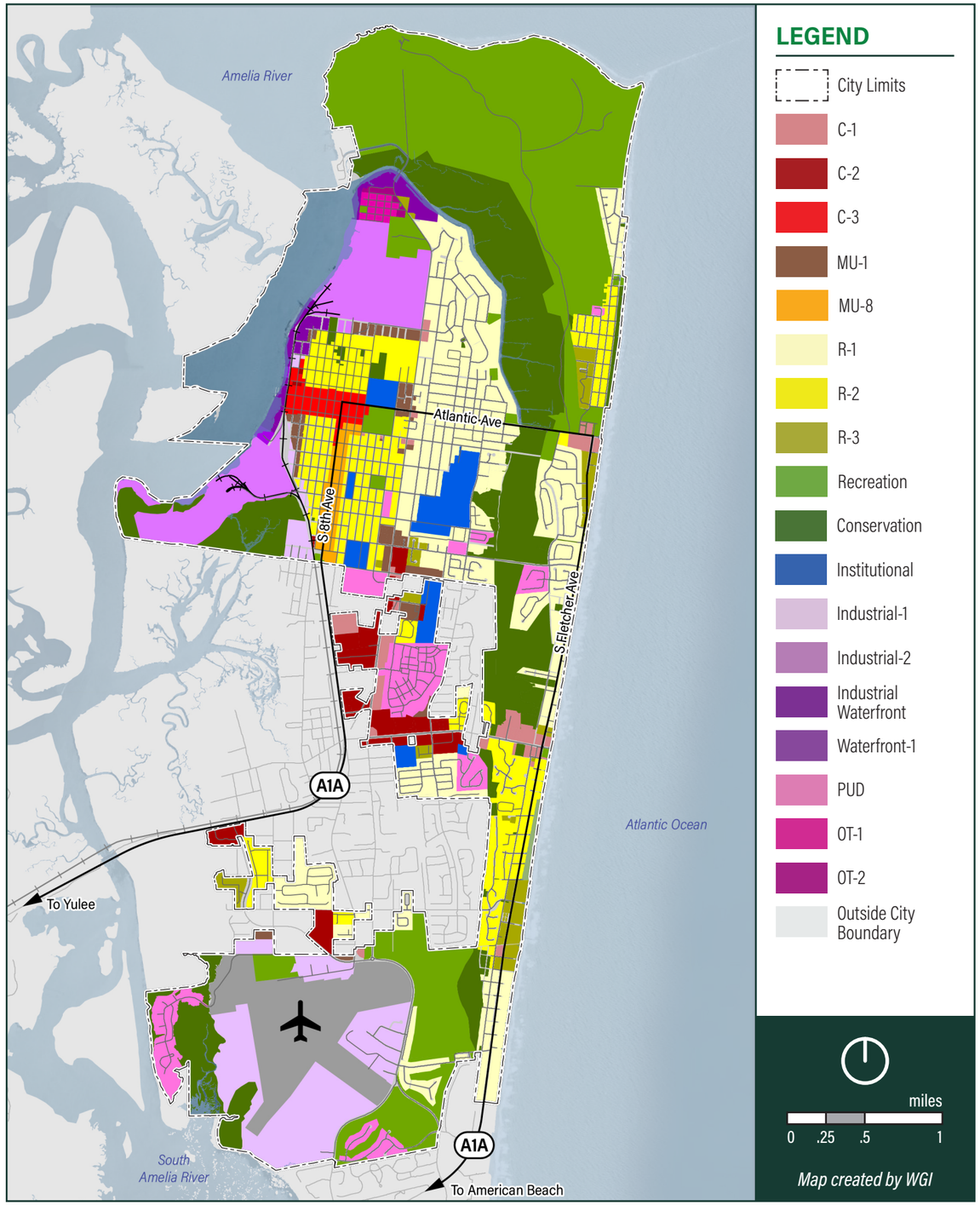


25%	Recreation
20%	Industrial
17%	Conservation
17%	Low Density Residential
10%	Medium Density Residential
4%	General Commercial
3%	High Density Residential
2%	Mixed-Use
1%	Industrial Waterfront
<1%	Central Business District
<1%	Public / Institutional
<1%	Mixed-Use Waterfront

C. Current Zoning Map

Fernandina Beach has a traditional Euclidean or use-base code. Table A.2 shows the percentage of land area of each zoning category in the City and Figure A.2 illustrates their location. The largest zoning districts are recreation, environmental conservation, and residential with large areas dedicated to industry and municipal uses. While most of the city is zoned for a single use, some districts do allow for mixed use developments including C-3, MU-1, and MU-8 as shown in Figure A.2. These areas are located near the downtown core and along South 8th Street.

Figure A.2: *Zoning Map*



D. Cultural Amenities and Historic Structures

Fernandina Beach is rich in historic and cultural assets. Ten structures and sites within the City boundaries are listed on the National Register of Historic Places (NRHP) as shown in Figure A.3. Downtown Fernandina Beach and the Old Town contain a mosaic of architectural styles and elements that reflect the City's history. As illustrated in Figure A.4, 242 buildings are considered architecturally contributing structures to the district. These areas are protected in the LDC with additional design standards to preserve the architectural heritage of the area. There are an additional nine eligible and two potentially eligible NRHP structures as indicated in Figures A.4 and Figure A.5.

Photo: *Historic Structures in Fernandina Beach (Source: WGI)*

Figure A.3: *Cultural & Historic Elements Map*

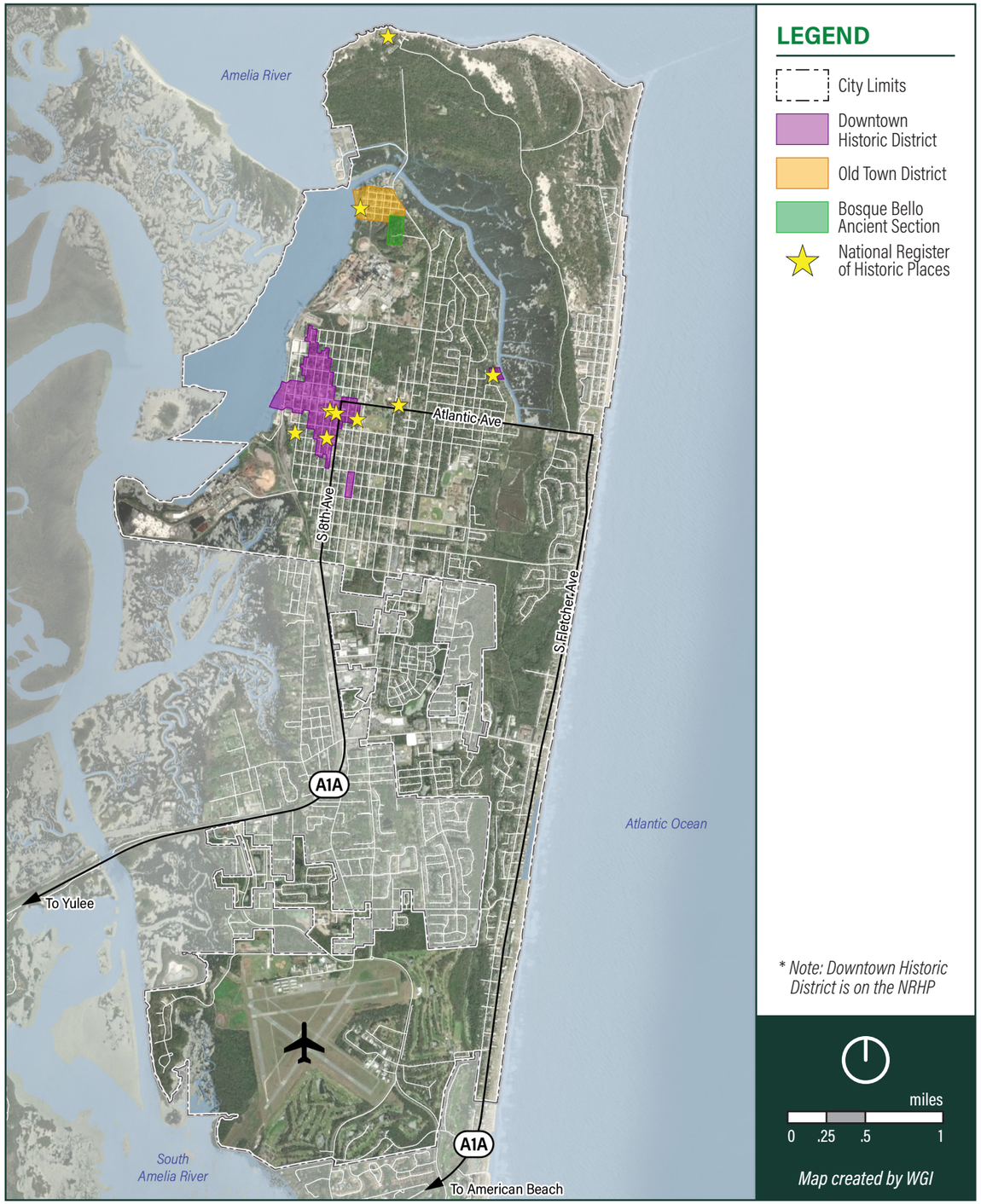


Figure A.4: *Downtown Historic District*

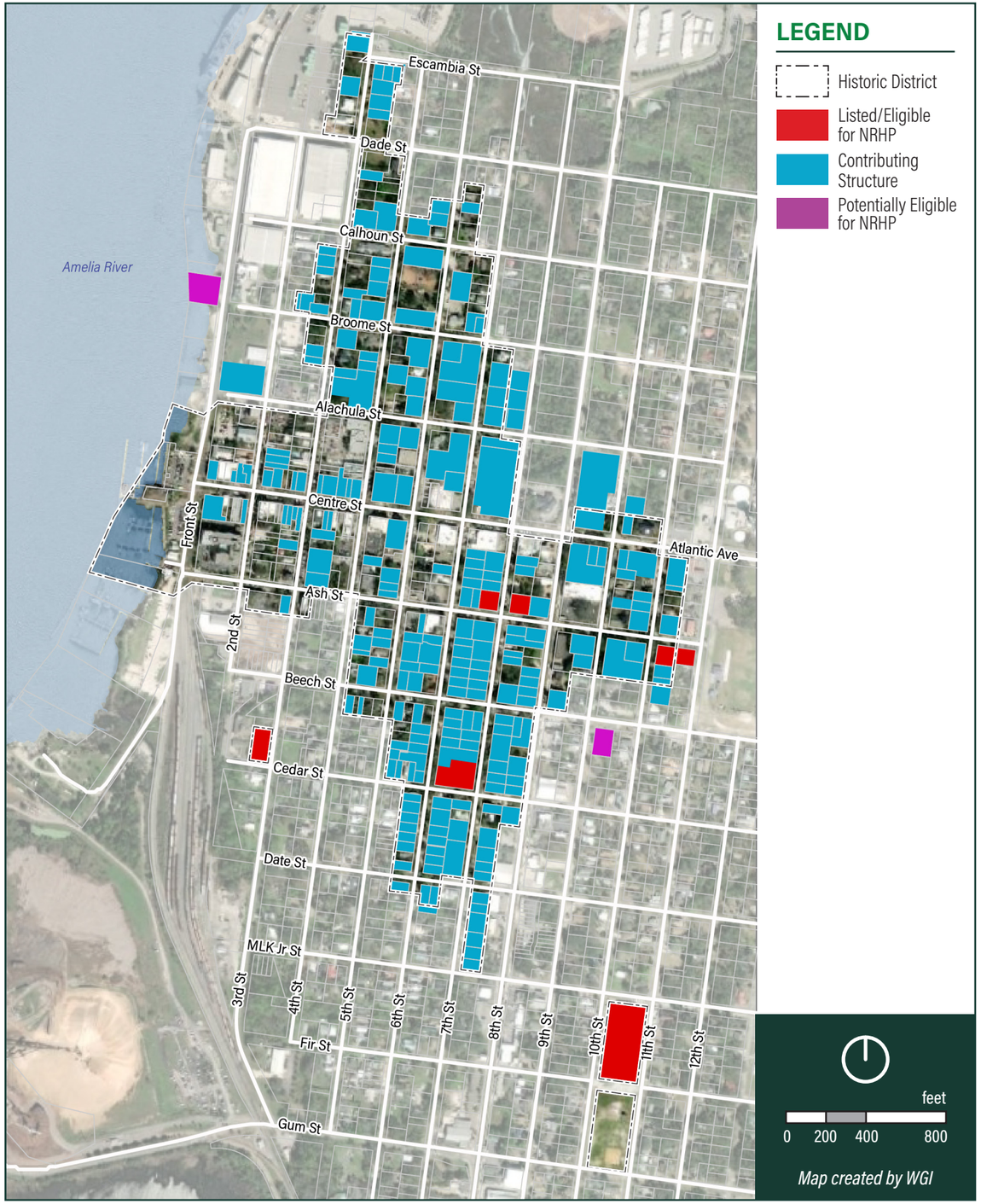
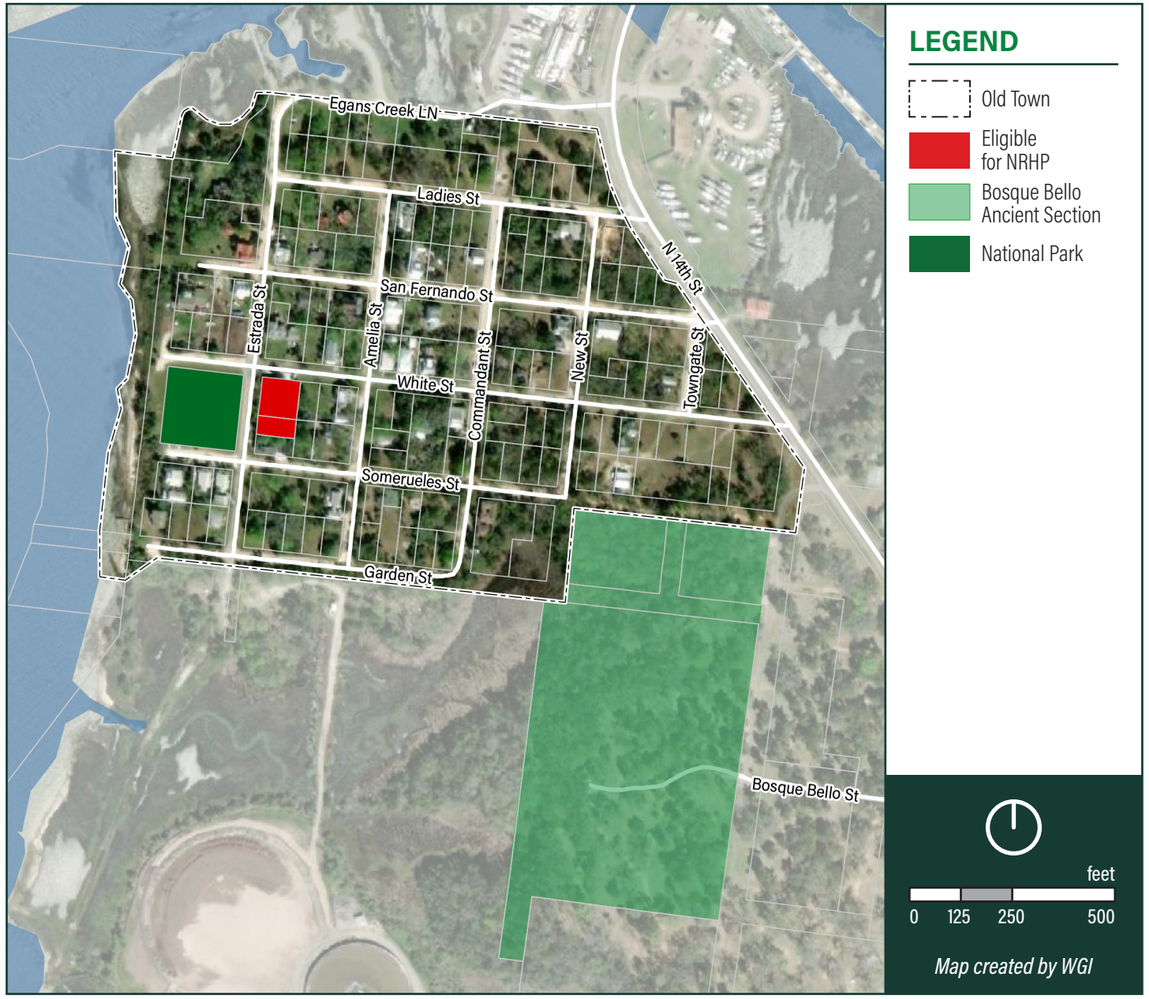


Figure A.5: *Old Town*



E. Recreation & Open Space

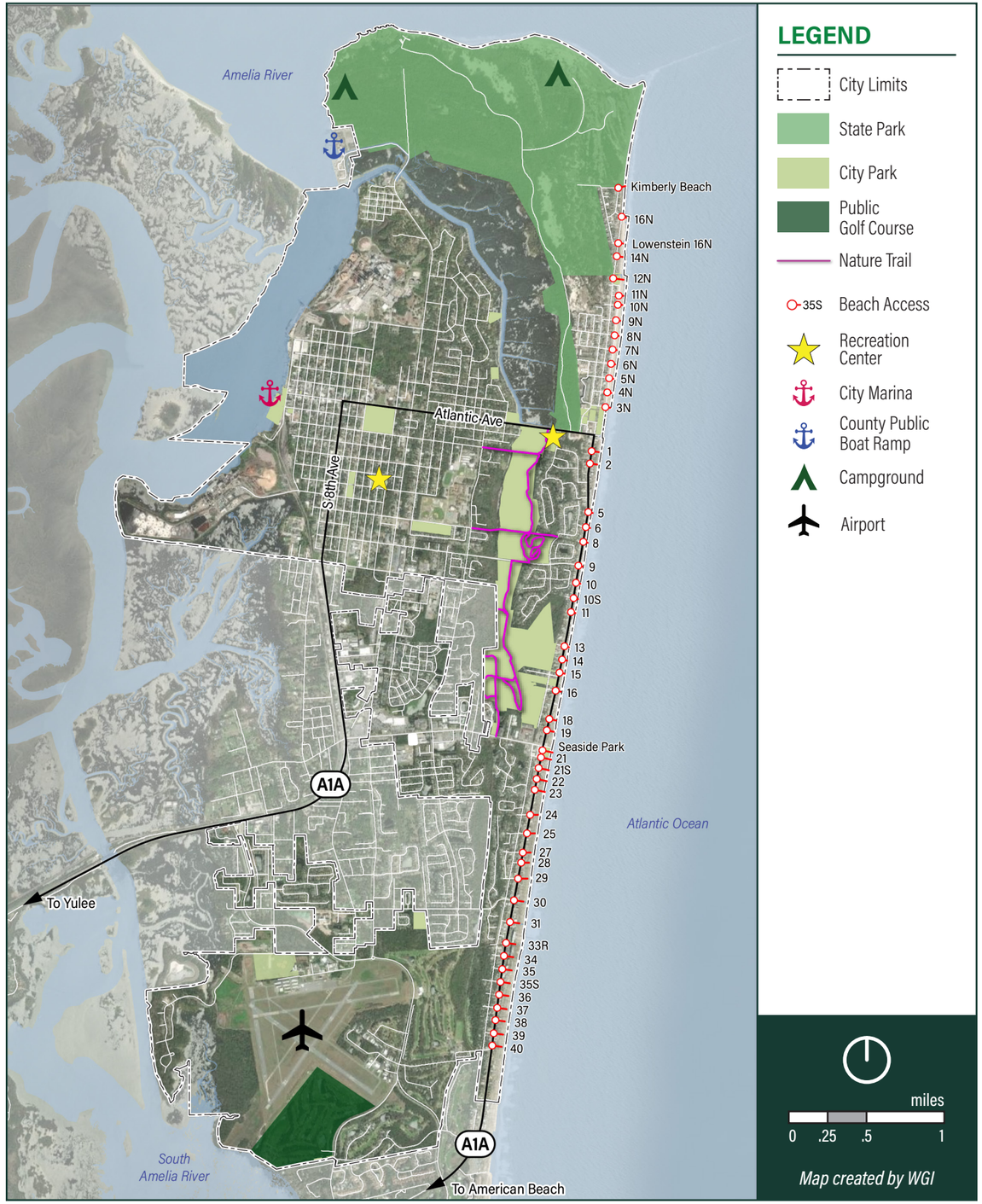
Fernandina Beach's largest recreational amenity is the 1,100-acre Fort Clinch State Park located in the northern part of the City. The park provides residents with access to beaches, hiking trails, campgrounds, and historic Fort Clinch.

The City boasts nearly 8 miles of beaches with 50 public access points for residents and visitors. Two large golf courses, Fernandina Beach Golf Club and Amelia River Golf Club, are located adjacent to the municipal airport in the southern part of the City. A marina is located downtown along the Amelia River and several houses located on Egans Creek have private docks. Nassau County has a public boat ramp located north of Old Town. Fernandina Beach also possesses several city parks. Refer to Figure A.6 for locations of recreation and open space amenities in the City.

Photo: *Fernandina Beach Trails (Source: ameliaisland.com)*

Photo: *Fernandina Beach (Source: Deremer Studios)*

Figure A.6: *Recreation & Open Space Map*



F. Constraints (Environment, Industrial, & Commercial)

As a barrier island community, much of the City is designated as protected wetlands and tidal marshes. Most of these wetlands are found along Egans Creek, Alligator Creek, and the Amelia River. The wetlands as well as all of Fort Clinch State Park is designated as a protected wildlife corridor. This corridor runs north/south along much of the island and restricts development.

Beyond environmental constraints, there are constraints related to industrial, commercial and aviation activities. South 8th Street is utilized as the trucking route for the mills. Airports create their own development restrictions with clear zones and runway clearance restrictions. Refer to Figure A.7 for locations of environmental and operation constraints.

Photos: *Fernandina Beach Marina, Municipal Airport, and Wetlands (Source: Amelia Island & Fernandina Beach websites)*

Figure A.7: *Environmental & Operational Constraints Map*

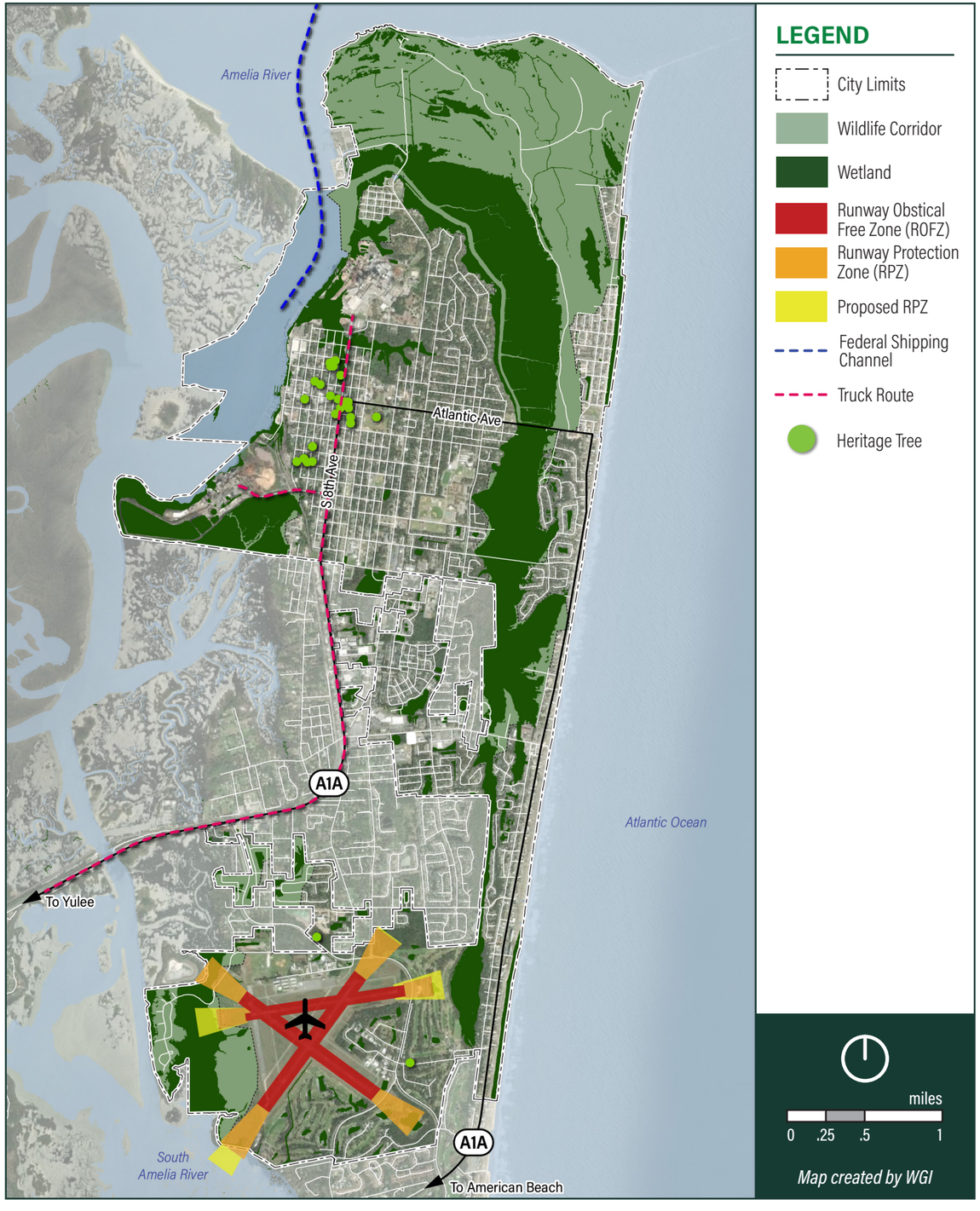
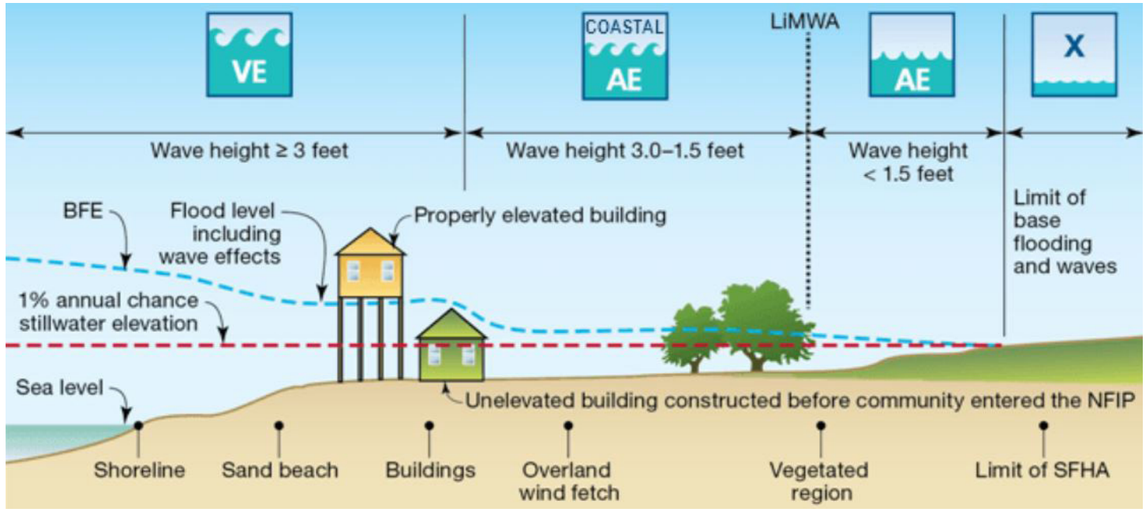


Figure A.8: *Types of Flood Zones (portsmouthva.gov)*



G. FEMA Flood Hazard

Figure A.10 identifies areas of Fernandina Beach that have a 0.1% and 0.02% chance of being inundated any given year. These are also known as a 100-year and 500-year floodplain. The 100 and 500-year floodplains are identified by FEMA as Special Flood Hazard Areas (SFHAs). SFHAs present in Fernandina Beach are classified as Zone AE and Zone VE.

As shown in Figure A.9, 1,644 acres or 73% of land within the 100-year floodplain is designated conservation and recreation in both the Future Land Use Map and the LDC. This is due to most of the floodplain overlapping with wetlands and the Egans Creek Greenway. This also indicated that the City's biggest threats form flooding originate along Egans Creek and the Amelia River, not the beach area.

Fernandina Beach has strong floodplain protections in its Code of Ordinances and almost all new development requires a floodplain review.

Figure A.9: *Acres of land within 100-year (AE) Floodplain*

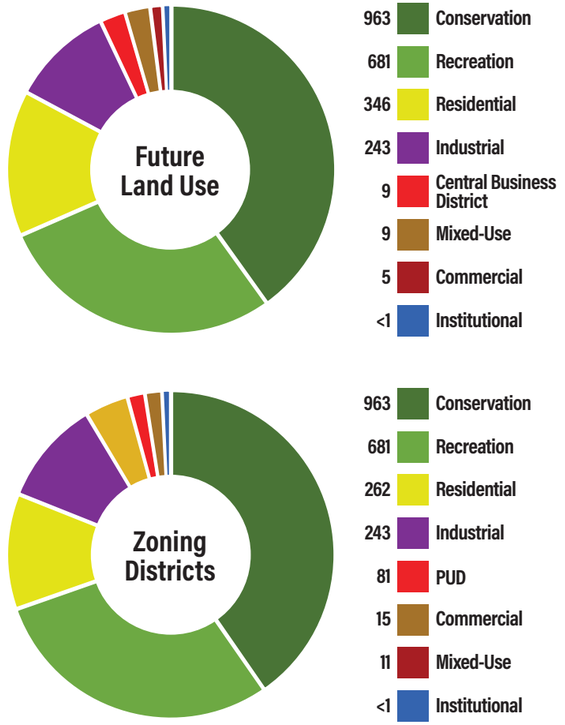


Figure A.10: *FEMA Flood Hazard Map*

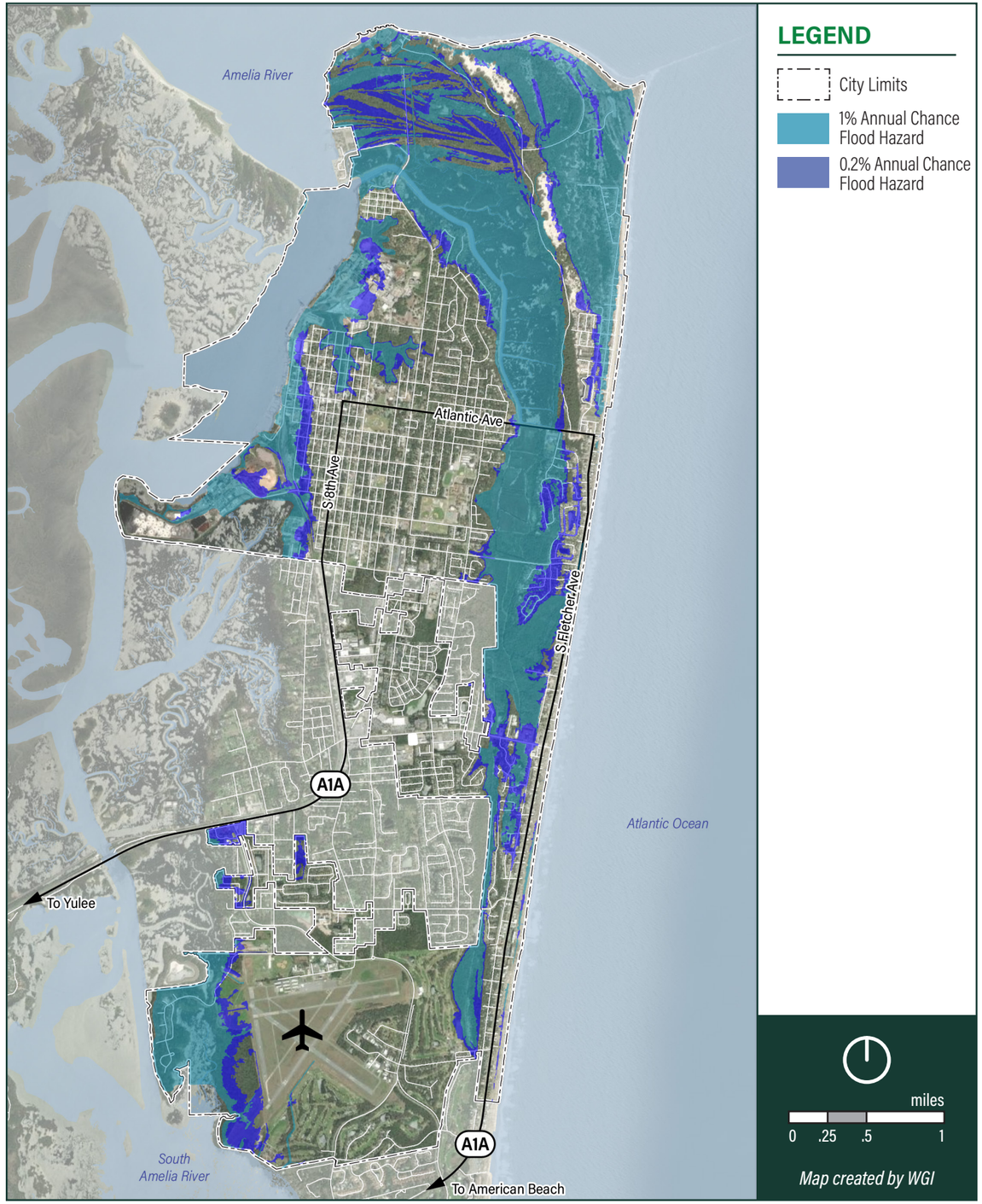


Table A.3: *Residential & Commercial Properties on Amelia Island Susceptible to Storm Surge*

Storm Surge	Residential Property		Commercial Property	
Indicator	Number of Residential Parcels	Total Just Value (in Millions)	Number of Commercial Parcels	Total Just Value (in Millions)
Category 1	826	438.98	21	37.53
Category 2	2,979	1,243.66	130	183.64
Category 3	6,719	2,368.12	293	392.74
Category 4	9,584	3,223.79	508	511.30
Category 5	11,330	3,595.52	623	556.23

Source: Nassau County Vulnerability Assessment

Table A.4: *Types of Properties on Amelia Island Susceptible to Storm Surge*

Storm Surge	Hotels	Restaurants	Tourist Attractions	Historic District	Mill Sites	Airport
Indicator	Property Values (in Millions)	Property Values (in Millions)	Property Values (in Millions)	Property Values (in Millions)	Property Values (in Millions)	Property Values (in Millions)
Category 1	13.33	0.74	-	6.36	48.36	-
Category 2	113.74	9.09	0.33	44.01	48.36	-
Category 3	240.59	18.95	0.33	78.53	48.36	9.28
Category 4	247.31	25.02	0.33	142.39	48.36	9.28
Category 5	250.72	28.86	0.83	177.39	48.36	9.28

Source: Nassau County Vulnerability Assessment

H. Hurricane Storm Surge

Fernandina Beach's geographic location is susceptible to hurricane storm surge. Figure A.11 illustrates what areas of the city would be submerged for each hurricane category. Areas around Egan's Creek and Escambia are especially vulnerable. Hurricanes are expected to increase in intensity and frequency throughout the rest of the century due to warming oceans. Therefore, identifying the City's risks from these storms is crucial.

Table A.3 and Table A.4 illustrate the potential impact to property on all of Amelia Island from storm surge.

Photos: *Hurricane Mathew over Fernandina Beach in 2016 (Source: NOAA)*

Figure A.11: *Hurricane Storm Surge Map*

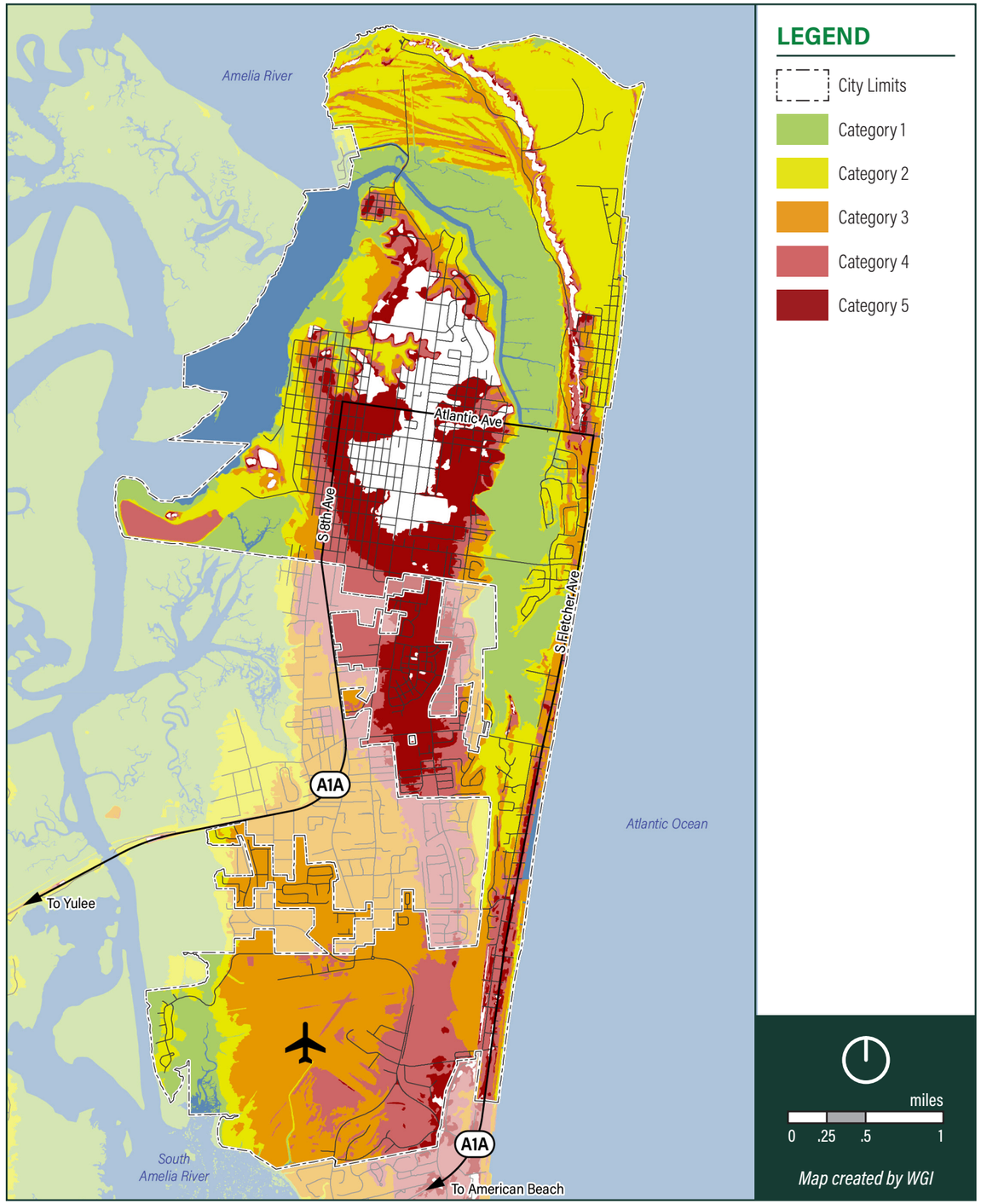


Table A.5: *Residential & Commercial Properties on Amelia Island Susceptible to Sea Level Rise*

Sea Level Rise	Residential Property		Commercial Property	
Indicator	Number of Residential Parcels	Total Just Value (in Millions)	Number of Commercial Parcels	Total Just Value (in Millions)
1 foot	584	352.95	17	31.98
3 feet	966	489.25	24	50.14
6 feet	2,700	1,102.07	101	173.16

Source: Nassau County Vulnerability Assessment

Table A.6: *Types of Properties on Amelia Island Susceptible to Sea Level Rise*

Sea Level Rise	Hotels	Restaurants	Tourist Attractions	Historic District	Mill Sites	Airport
Indicator	Property Values (in Millions)	Property Values (in Millions)	Property Values (in Millions)	Property Values (in Millions)	Property Values (in Millions)	Property Values (in Millions)
1 foot	13.33	-	-	5.06	48.36	-
3 feet	24.87	1.61	-	6.36	48.36	-
6 feet	110.42	8.48	-	40.81	48.36	-

Source: Nassau County Vulnerability Assessment

I. Sea Level Rise & Climate Change

The City's geographic location on a low-elevation barrier island makes the City susceptible to sea-level rise. For this reason the City has had a National Oceanic & Atmospheric Administration (NOAA) monitoring station since 1897. NOAA has developed several models that analyze sea-level rise and its consequences for coastal communities. According to the model that projects intermediate sea-level rise throughout the century, Amelia Island will lose much of its wetlands and marshes in the next few decades. Between 2040 and 2060, most of the wetlands along Egan's Creek will become permanently submerged as will the wetlands along Escambia and the Amelia River. The ocean will continue to envelop more of the island in the remainder of the century but at a much slower pace. Table A.5 and Table A.6 illustrate the value of property on all of Amelia Island threatened by sea level rise.

The Waterfront Sea Level Rise Study was done in 2019. If sea-level rise is more severe than what is predicted in the Intermediate Model projection in Figure A.12, the consequences for the City will be more severe. The High Projection Model shows the ocean rising 8.5 feet, submerging much of Fort Clinch State Park, and several blocks of Downtown, as indicated in Figure A.13.

Figure A.12: *NOAA Sea-level Rise Projections for the Island*

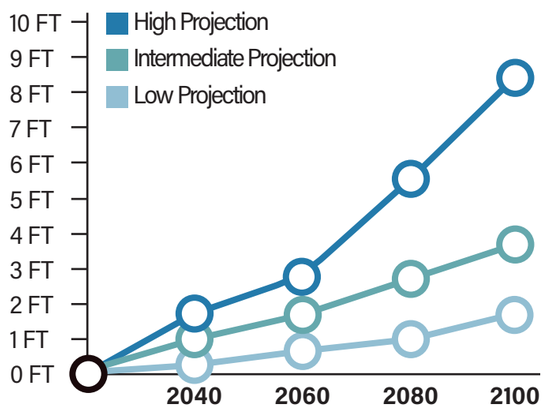
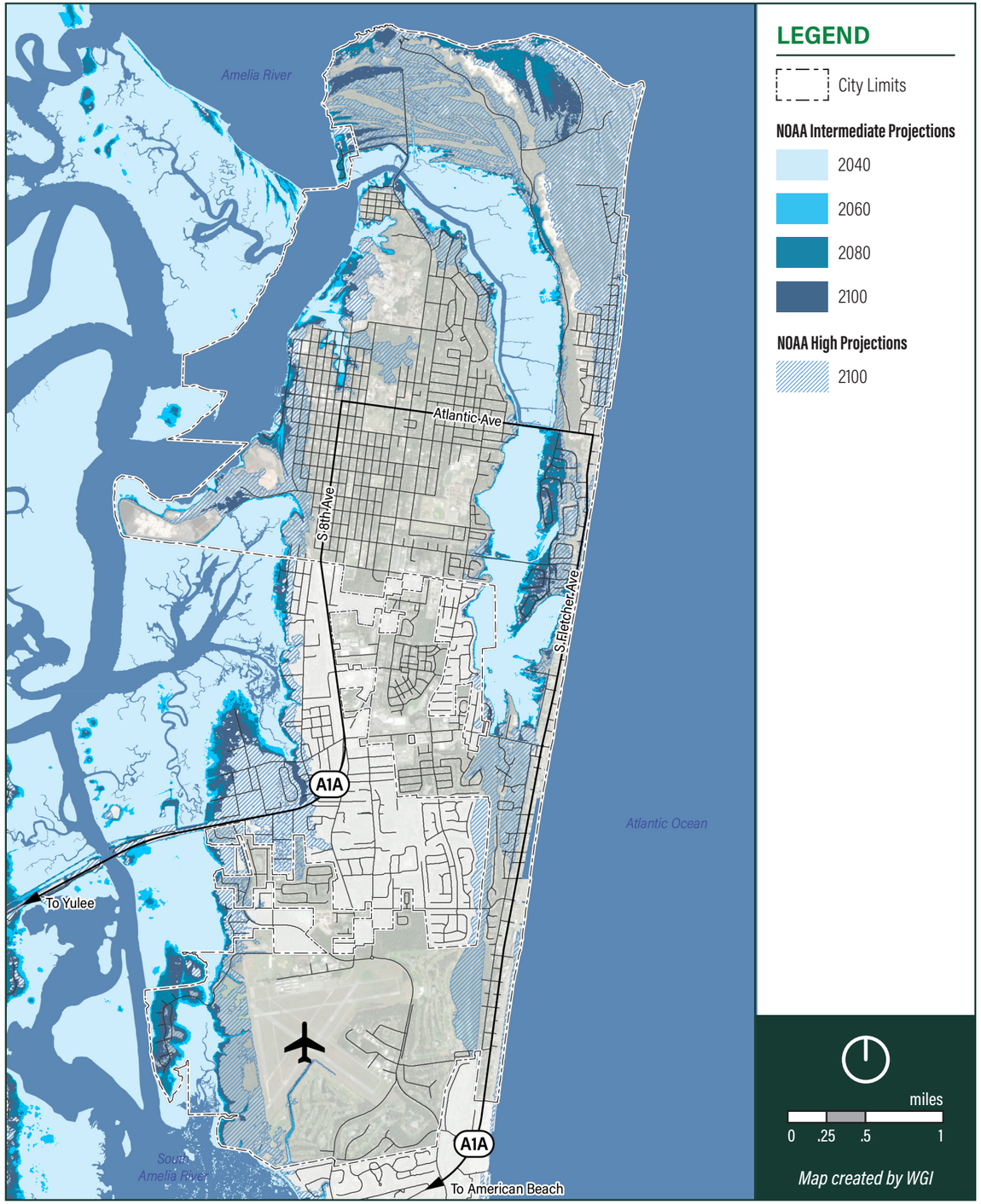


Figure A.13: *Sea Level Rise Projections Map*



IV. DEMOGRAPHICS

The following summarizes demographic data from the US Census Bureau (2019). Figure A.14 provides a graphic representation of this data.

A. Population

Fernandina Beach has an estimated 2019 population of 13,169. The city's growth rate of 15.7% from 2010-2020 is on-par with the rest of the state of Florida (14.2%) but lower than Nassau County (20.9%). The City is expected to grow by 1,459 people by 2045. The city is ethnically and racially more diverse than the rest of Nassau County with a higher percentage of their population identifying as African American, Asian, and Hispanic.

B. Age Distribution

Fernandina Beach is home to an older population. The median age for Fernandina Beach is 54.8 and the city's percentage of population over age 65 is 12% higher than the rest of Florida and Nassau County.

C. Income & Property Values

Approximately 75.4% of households (HH) in Fernandina Beach are owner occupied. This closely matches the rates in Nassau County (80.0%) and is higher than Florida (65.4%). The median value of owner-occupied HH's in the city are $333,900 which is nearly 1.5 times the median value in Nassau County ($230,900) and more than 1.5 times the value in Florida ($215,300).

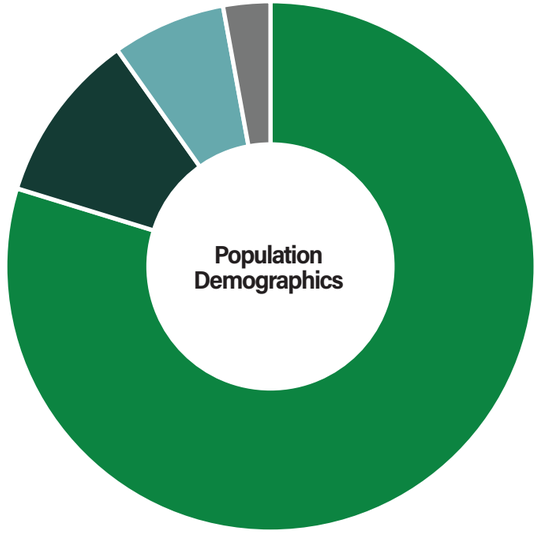
As shown in Table A.8, the median rent prices in Fernandina Beach in 2019 were $1,139, higher than Nassau County ($1,046). Fernandina Beach's median HH income and poverty rates closely matched the rest of Nassau County and Florida.

D. Employment

Fernandina Beach's 219 unemployment rate stood at 2.8%, lower than the 2019 State of Florida's unemployment rate of 3.3%.

Photo: *Downtown Fernandina Beach (Source: Deremer Studios)*

Figure A.14: *Population Demographics*



79.8%	10.5%	6.7%	3.0%
White	Black	Hispanic	Asian Americans

0% Indigenous, Mixed-Race, or Other

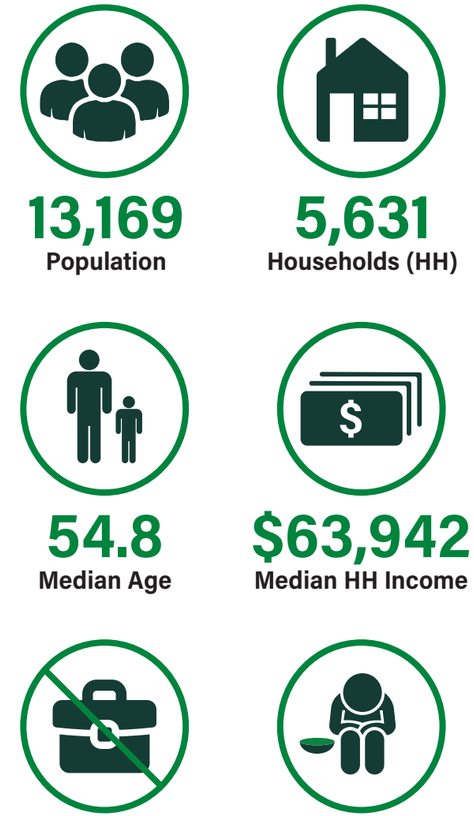
Age Distribution

Minors	18 - 64	Seniors
11.8%	53.8%	34.4%

Projected Population Growth

Year	Population	5-Year Change
2025	14,357	+834
2030	15,085	+728
2035	15,480	+395
2040	15,658	+178
2045	15,816	+158

Source: Small-Area Population Estimates & Projections



Population Growth Comparison

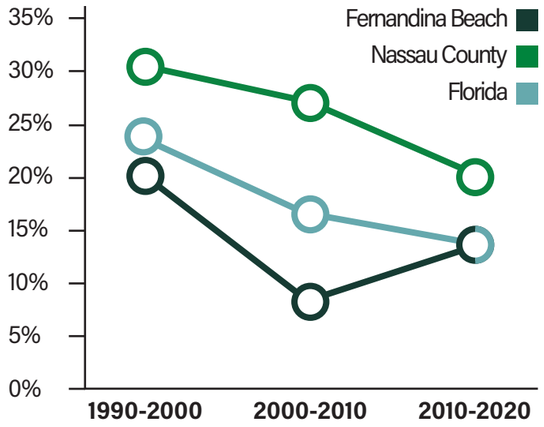


Table A.7: *Housing Types*

Housing Unit Type	Fernandina Beach	Nassau County	State of Florida
Single Family Detached	70.3%	61.5%	54.3%
Single Family Attached (Townhome)	7.3%	2.8%	6.2%
Duplex	4.0%	0.6%	2.1%
Triplex or Quadruplex	5.2%	1.8%	3.9%
Multi-Family 5-9 Units	3.6%	3.0%	5.0%
Multi-Family 10-19 Units	3.9%	2.2%	5.8%
Multi-Family 20+ Units	5.4%	4.2%	13.7%
Mobile Home	0.2%	23.6%	8.9%

Figure A.15: *Age of Housing Stock*

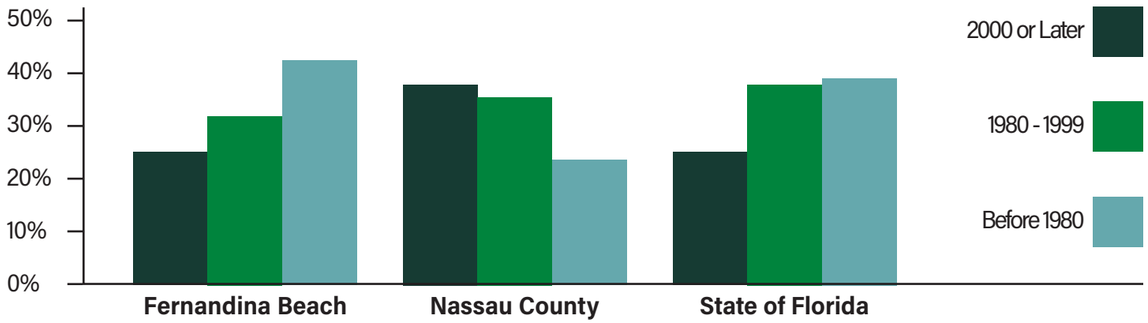


Table A.8: *Household Data*

Household (HH) Data	Fernandina Beach	Nassau County	State of Florida
Person per HH	2.14	2.52	2.65
Percent of Owner-occupied Housing Units	75.4%	80.0%	65.4%
Median Value of Owner-occupied Housing Units	$333,900	$230,900	$215,300
Median Rent	$1,139	$1,046	$1,175
Median HH Income	$63,942	$69,943	$55,660
HH with 3 or More Vehicles	13.4%	27.9%	15.6%

V. HOUSING SNAPSHOT

The following summarizes housing and household data from the US Census Bureau (2019).

A. Housing Unit Type

The majority of homes in Fernandina Beach are single-family detached houses (see Table A.7). The percent of housing stock that falls under this category is 10%-15% higher than the average in Nassau County and the State of Florida. The City's percentage of multifamily housing types is comparable to the rest of the County and State. The City lacks mobile homes, a housing unit type that makes up nearly a quarter (23.6%) of Nassau County's housing stock.

B. Age of Housing Stock

The housing stock of Fernandina Beach is considerably older than the rest of Nassau County and the State of Florida (see Figure A.15). Almost 45% of homes in the City were built before 1980 in comparison to Nassau County (25%) and the State of Florida (39%). The percentage of housing stock built after 2000 is below that of both the County and State. The City of Fernandina Beach boasts a large number of restored historic homes in the downtown area and surrounding neighborhoods.

C. Household Data

Fernandina Beach's housing market is more expensive than Nassau County or the State of Florida. Median home prices in the City are 45% higher than in the rest of the County and 55% higher than the state median (see Table A.8).

Rent prices are also above County and State medians. Rent prices in the City have grown more than 20% since 2000. When taking inflation into account, the median rent price in Fernandina Beach has increased $197 per month compared to the beginning of the century. Table A.9 below illustrates the historical rent prices in the City and their 2020 dollar equivalent.

Table A.9: *Rent Prices Since 2000*

Year	Rent Per Month	Inflation Adj. Rent	Percent Change
2000	$627	$942	-
2010	$867	$1,029	+9%
2020	$1,139	$1,139	+11%

High housing costs in Fernandina Beach has resulted in an affordability predicament. Lower-income residents, service sector employees, and senior citizens are being priced out of the City.

Photo: *Housing Diversity and Character in Fernandina Beach (Source: WGI, Google Maps, and Vintage Amelia)*

D. Missing Middle Housing

Missing middle housing is the type of housing between single-family housing and mid-rise apartment complexes. These housing types such as duplexes, quadplexes, courtyard apartments, townhouses, and live-work spaces were common in pre-1940's America and are still easily found in older, urban neighborhoods.

Missing middle housing types add density, housing choice, and affordability to a neighborhood while respecting the neighborhood's character. This is because the scale and massing of these housing types is similar to single-family houses and they blend into the existing neighborhood fabric.

Fernandina Beach has a higher percentage of missing middle housing types than Nassau County or the State of Florida (see Table A.7). Accessory dwelling units (ADUs) are approved for all areas of the city outside the historic district an mixed-use zoning districts allow for a variety of housing types. The City should aspire to retain this greater diversity of housing types as the City evolves.

These housing types can be added to the residential areas surrounding Downtown Fernandina Beach to create a more walkable and affordable environment. With careful massing and adhering to surrounding architectural aesthetics, these types can be added in a way that not only preserves but enhances the neighborhood's character and historic aesthetic.

Figure A.16: *Missing Middle Housing (yellow) Blending in With Single-Family Homes (white) (missingmiddlehousing.com)*

Figure A.17: *Missing Middle Housing Types (missingmiddlehousing.com / Optics Design Inc.)*

VI. COMMERCIAL SNAPSHOT

Fernandina Beach has a diverse inventory of commercial areas ranging from a traditional main street corridor along Centre Street to standard suburban shopping plazas. Refer to Figure A.18 for the commercial areas discussed in this Vision Plan.

A. Downtown and Centre Street

Downtown Fernandina Beach is the commercial, civic, and social heart of the City. The area is populated with local restaurants, cafes, boutiques, and mom-and-pop stores. The area is characterized by its small, customized storefronts, walkable streetscape, historical architecture, and street grid. Centre Street acts as the commercial spine of the neighborhood while side streets host a mix of commercial and residential properties. Pedestrian amenities such as benches, wide sidewalks, street trees, and street-lighting are abundant along Centre Street. The pedestrian environment, historical character, and inventory of unique and local shops draws both locals and tourists to downtown, creating a dynamic economic hub.

Opportunities

Downtown Fernandina Beach has done a good job preserving and restoring its historical buildings while ensuring new development is pedestrian oriented and of similar scale to the existing buildings. The City should continue these efforts.

Photo: *Downtown on a Friday evening (source: WGI)*

Downtown

Downtown is full of small, unique storefronts and outdoor dining.

Photo: *Centre St. (WGI)*

B. South 8th Street Corridor

This is a 10-block long corridor along South 8th Street bookended by Lime Street to the south and Beech Street to the north. The area is a diverse mix of restaurants, retail, service-oriented businesses, and single-family houses. Architecture ranges from historic to new builds. The corridor and surrounding area are laid-out in a traditional grid with city blocks measuring 430 ft x 200 ft. This commercial corridor is the front entrance to those traveling into Fernandina Beach from off-island, giving people their first impression of the city. The urban fabric along this corridor reads as disjointed, due to a lack of consistency in building orientation. Some structures are positioned towards the street creating a traditional main-street style, while others remain setback from the street hidden behind surface parking lot.

Opportunities

South 8th Street has the opportunity to become a unique and dynamic mixed-use commercial corridor, as well as a strong first impression to visitors. The area between Lime Street and Center Street is already zoned for mixed use in the LDC.

The area has a diverse building stock. Recent developments have re-imagined these structures to create authentic and one-of-a-kind establishments. The projects that have creatively retrofitted existing buildings instead of new construction have become popular and well loved establishments. Mocomma Beer Company and T-Rays Burger Station are some examples of these types of development.

Photo: *Types of developments along the South 8th St. Corridor (Source: Google Maps)*

C. 5 Points

This large suburban-style commercial area is predominately located along S.R. 200, South 14th St, and Saddler Road. It is comprised of big-box stores, stand-alone fast-food chains, strip malls, and shopping centers constructed in the 1970's and 1980's. The area is very car-oriented with large parking lots and drive-thrus. A large portion of the commercial center along S.R. 200 falls outside of Fernandina Beach city boundaries. Establishing a future vision for the area that is consistent across the commercial area will require coordination with Nassau County and how it regulates the parcels under its jurisdiction.

Opportunities

As these shopping plazas and strip malls age, they will become ripe for redevelopment opportunities. A well-designed redevelopment in this area would allow the creation of a walkable, pedestrian scaled environment that more accurately reflects Fernandina's traditional development patterns and architectural styles. There is also an opportunity to remove the current sea of parking and establish new green spaces that will regrow the tree canopy lost when the original site was developed. The Gulf Coast Town Center in Ft. Myers is a good case study in how to transform a shopping plaza into an opportunity for creative placemaking.

Photo: *Example of a shopping plaza with pedestrian spaces, vernacular architecture, and lots of trees (source: WGI)*

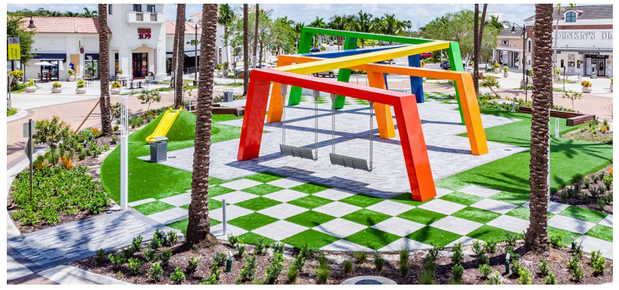


Photo: *Hotel, restaurant, and recreation development near Main Beach Park (Source: Deremer Studios)*

D. Beach Village Centers

The coastal neighborhoods along the beach are located in the eastern part of the City. Fletcher Avenue (S.R. A1A) runs parallel to the coastline and acts as the area's central thoroughfare. Three commercial nodes exist along the beach (see Figure A.18), Simmons Road to the south, Seaside Park in the center, and Main Beach to the north. The areas outside of these nodes are predominantly residential development consisting of single-family houses. These residential areas are regulated with increased side setbacks, hight restrictions, and lot width restrictions to preserve ocean vistas. There are nearly 200 short-term vacation rentals located in the City along the beach as of August 2021.

Simmons Road

This area is a blend of condominiums, hotels, restaurants, and general commercial establishments located south of the intersection of South Fletcher Avenue and Simmons Road. This area is the first non-residential area of the City visitors encounter traveling north from the rest of Amelia Island.

Seaside Park

This is a commercial area centered on the roundabout at South Fletcher Avenue and Saddler Avenue. The retail area is more focused on tourists with several national chain and local hotels, ocean-side restaurants, and recreation/ beach centered retail. Seaside Park also includes vehicular access to the beach for parking.

Main Beach Park

This commercial area is located at the intersection of Fletcher Avenue and the eastern terminus of Atlantic Blvd (S.R. A1A). It is comprised of restaurants, hotels, and recreation/ beach centered retail. Hotels servicing the area include national chains, independent lodges, and rental cottages. Main Beach Park is also home to the skate park, a putt-putt course, concessions, a boardwalk, and an open lawn for special events.

Photo: *Restaurant, office, housing and recreation development near Seaside Park (source: WGI)*

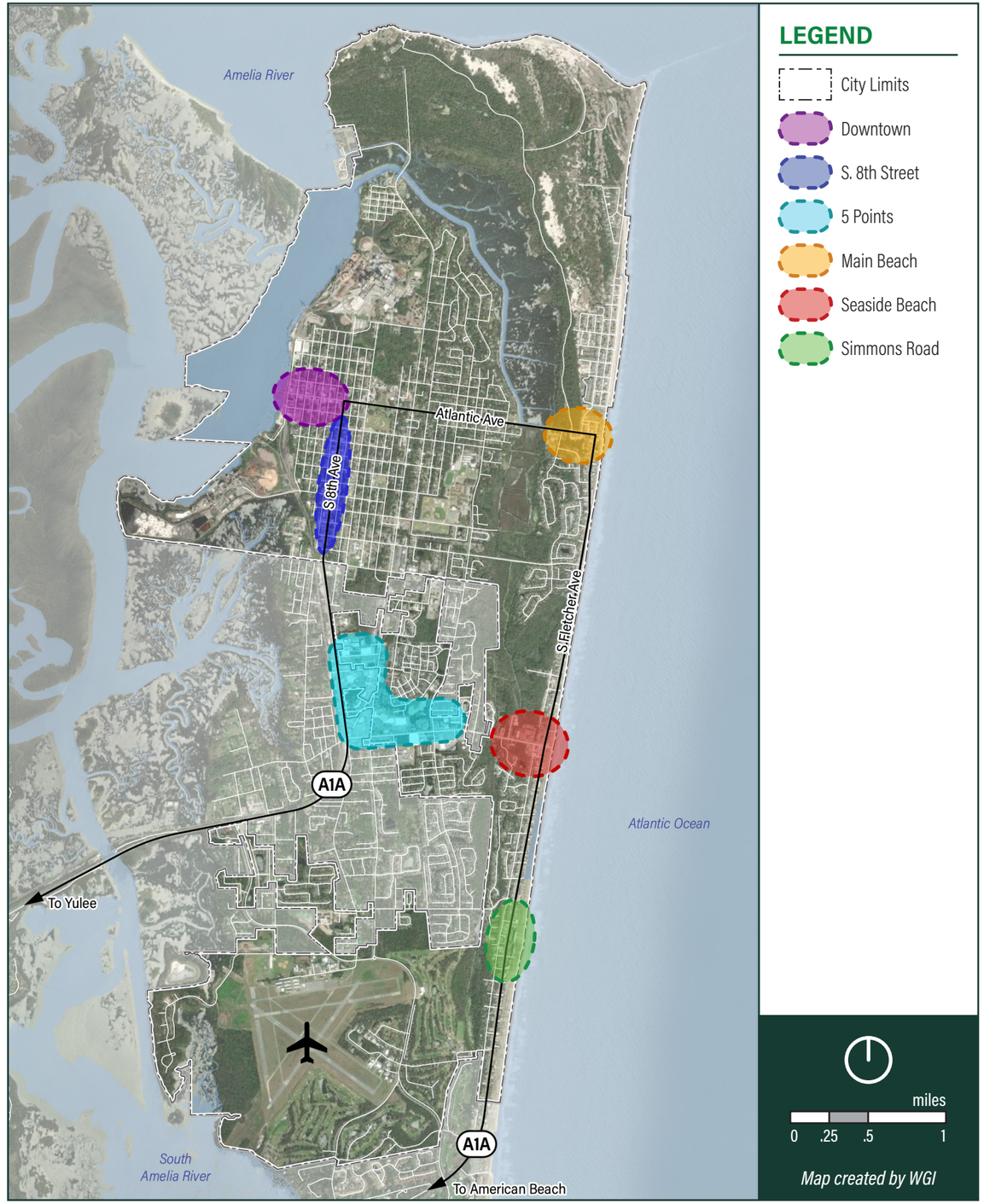
Photo: *Downtown St. Marys (source: Google Maps)*

Opportunities

These seaside nodes should continue evolving into small village centers with shops, restaurants, hotels, and recreation amenities. These nodes support local businesses and boutique hotels instead of large chains or resorts.

An opportunity is to develop architecture and design standards to help reinforce Fernandina Beach's character as an authentic small town by focusing on local, small scale shops and hotels and keeping the buildings human scale and pedestrian friendly. The regulations could ensure buildings will be smaller in scale and organized in a compact fashion to make it easy to get around the node by foot or bicycle. This would set the City apart from other oceanside towns in the area such as Jekyll Island and resort areas on the southern end of Amelia Island, that are dominated by large-scale resorts and conforming architecture. A good example of this type of authentic, pedestrian scaled development is downtown St. Marys, Georgia.

Figure A.18: *Commercial Areas Analyzed by the Vision 2045 Plan*



VII. TRANSPORTATION SNAPSHOT

Fernandina Beach today is a car-centric city. This singular focus on personal vehicles as the primary transportation option has caused the City to experience increasing traffic and parking shortages as it continues to grow. With a built environment that doesn't allow the widening of roads and land values too high to dedicate to surface parking, Fernandina needs to look beyond cars and develop a cohesive and connected multi-modal network that allows it's citizens to navigate the city foot, bike, and transit. The future multi-modal network needs to look beyond the island and look at how to connect the City to the greater Jacksonville region.

A. Regional Connectivity

Fernandina Beach is located on a barrier island with two bridges to the mainland. It is connected to the surrounding region and nation via bus routes, rail, airport access, and port terminals (see Figure A.19). These services provide residents access to the Greater Jacksonville metro, SE Georgia, as well as national and international commercial fights and port connections. However, these regional services are limited in capacity, frequency, and convenience.

Bus Service

NassauTRANSIT is a public transportation service that provides bus access from Fernandina Beach to the greater Jacksonville area with stops in Yulee, Callahan, Hillard, River City, and the Rosa Parks Terminal in downtown Jacksonville. Tickets are $1 each way and the service runs Mondays through Fridays. NassauTRANSIT is a non-profit organization supported by the Council on Aging. The City of Fernandina Beach is not currently connected to the Jacksonville Transportation Authority (JTA) bus network.

Railroad

Fernandina Beach was the eastern terminus of the first Atlantic to Gulf railroad in Florida. The City had passenger rail access from 1853 to the early 1930's.

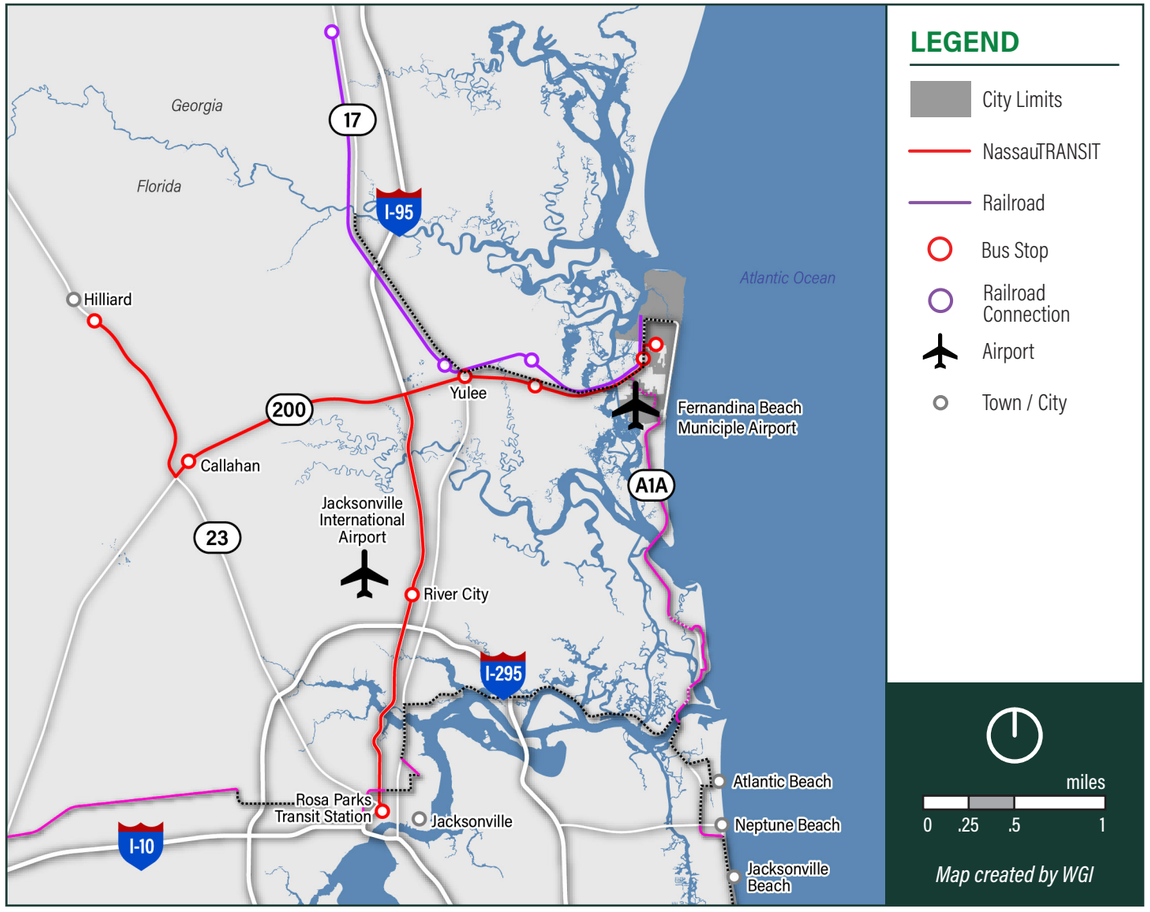
The current railroad is operated by First Coast Railroad for industrial purposes. The railroad connects the industrial and port facilities in Fernandina Beach with the Nassau Tradeplex Industrial Park, Wildlight Commercial Park, and Kingsland Business Park.

Airport

Fernandina Beach Municipal Airport provides regional and national access to the island via small and private aircraft. Jacksonville International Airport is located approximately 20 miles from Fernandina Beach and offers national and international commercial flights. Jacksonville International is accessible by car via S.R. 200 and Interstate 95 as well as the NassauTRANSIT bus service.

Photo: *Thomas J. Shave Jr. Bridge (source: WGI)*

Figure A.19: *Regional Connectivity Map*



Boat/Marine

The Port of Fernandina Beach is run by the Ocean Highway and Port Authority. The facility is the westernmost port on the Atlantic Seaboard and has the capacity to handle over 1 million tons of cargo per year. The port is connected to the mills and other industrial parks off-island via the railroad. The major markets the port services include Atlanta, Tampa, Jacksonville, New Orleans, and Houston.

B. Local Connectivity

Fernandina Beach has car-centric transportation network primarily car-centric supported by pedestrian and bicycle infrastructure and paratransit services. Survey results summarizing the public's perception of existing transportation conditions is provided in Figure A.20.

Island Hopper

The City does not have a fixed route bus or trolley service. The Island Hopper shuttle circulator operated by the Council on Aging was discontinued in 2021 due to changes in the Council's priorities and strategies.

Paratransit Program

The paratransit program was established by NassauTransit and financed through the Council on Aging to provide transit services to the elderly, disabled, economically disadvantaged, children at risk, and individuals who have no other means of transportation. The program provides door to door transportation services. Riders must qualify for the service and register with the program.

Photo: *NassauTRANSIT (source: Council on Aging)*

Bicycle Network

The bicycle network in Fernandina Beach is primarily comprised of bike lanes and multi-use paths. Bike lanes are located along South Fletcher Avenue (S.R. A1A) and Amelia Island Parkway. The bike lanes are identified with pavement markings and signage. However, these lanes are approximately 4 ft in width and do not meet the modern standard of 5 ft. There are concerns among the public about the safety of the bike lanes along South Fletcher Avenue. An alternative street design or alternative route is needed.

The City also boasts a multi-use paths along Jasmine Street to physically remove bicyclists from road and provide distance between them and vehicles.

Fernandina Beach has been designated a bronze level Bicycle Friendly Community since May 2013 and the designation was later expanded to include all of Amelia Island.

Photo: *Multi-use path on Jasmine St. (source: Google Maps)*

Photo: *Bike Lane on Amelia Island Pkwy. (source: Google Maps)*

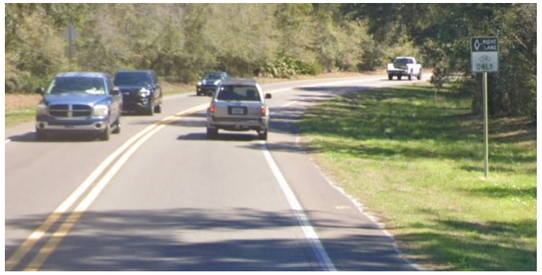
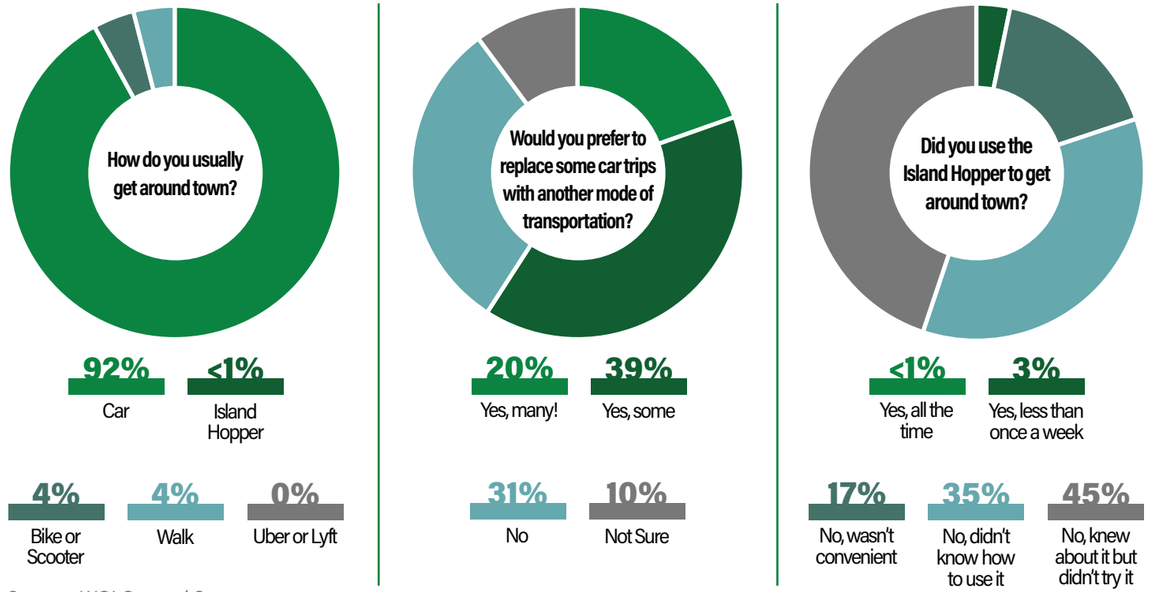


Figure A.20: *Existing Transportation Conditions*



Source: WGI General Survey

Rate the following	Excellent	Good	Fair	Poor	Don't Know
Traffic flow on major streets	10%	47%	30%	14%	0%
Ease of public parking	9%	38%	34%	19%	1%
Ease of travel by car in the City	19%	52%	21%	7%	0%
Ease of travel by public transit in the City	3%	12%	18%	30%	37%
Ease of travel by bicycle in the City	16%	44%	22%	6%	12%
Ease of walking in the City	33%	44%	19%	3%	1%

Source: National Community Survey

Pedestrian Connections

Fernandina Beach has a strong sidewalk network in the downtown Historic District. The area has wide sidewalks, well-marked crosswalks, street trees, lighting, and seating. However, the presence of sidewalks is inconsistent outside of downtown and the beaches.

While sidewalks exist along the 8th Street corridor, those sidewalks do not extend to the surrounding communities. Sidewalks are lacking along several streets in the Southside neighborhood and residential areas near the elementary and middle schools. A majority of the subdivision developments were designed without sidewalk access. The City conducted a sidewalk inventory in 2020. It should be a priority for capital planning projects to complete identified gaps in the network.

Concerns were raised by the public about the safety of biking and walking along busy streets where speeding is an issue. Pedestrian infrastructure can be used to make these streets safer. A crosswalk was installed on Atlantic Avenue that included pavement markings, signage with lights, and refuge island. This is a good example of installing pedestrian infrastructure along a busy road.

Finally, Fernandina Beach is home to several miles of nature and walking trails. The majority of these are located near Egan's Creek between Saddler Road and Atlantic Avenue. These are primarily used for recreation instead of mobility. The 2016 Amelia Island Bicycle and Pedetrian Focus Area Study looks at routes and connections in the city. The plan calls for a complete bycicle and pedestrian network consisting of approximately 55 miles of trails.

Photo: *Sidewalk in the Historic District (source: WGI)*

Photo: *Crosswalk along Atlantic Ave (source: Google Maps)*

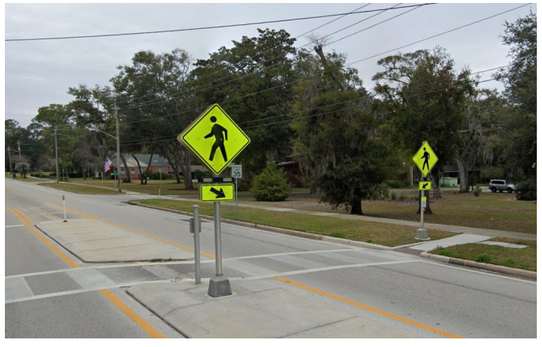
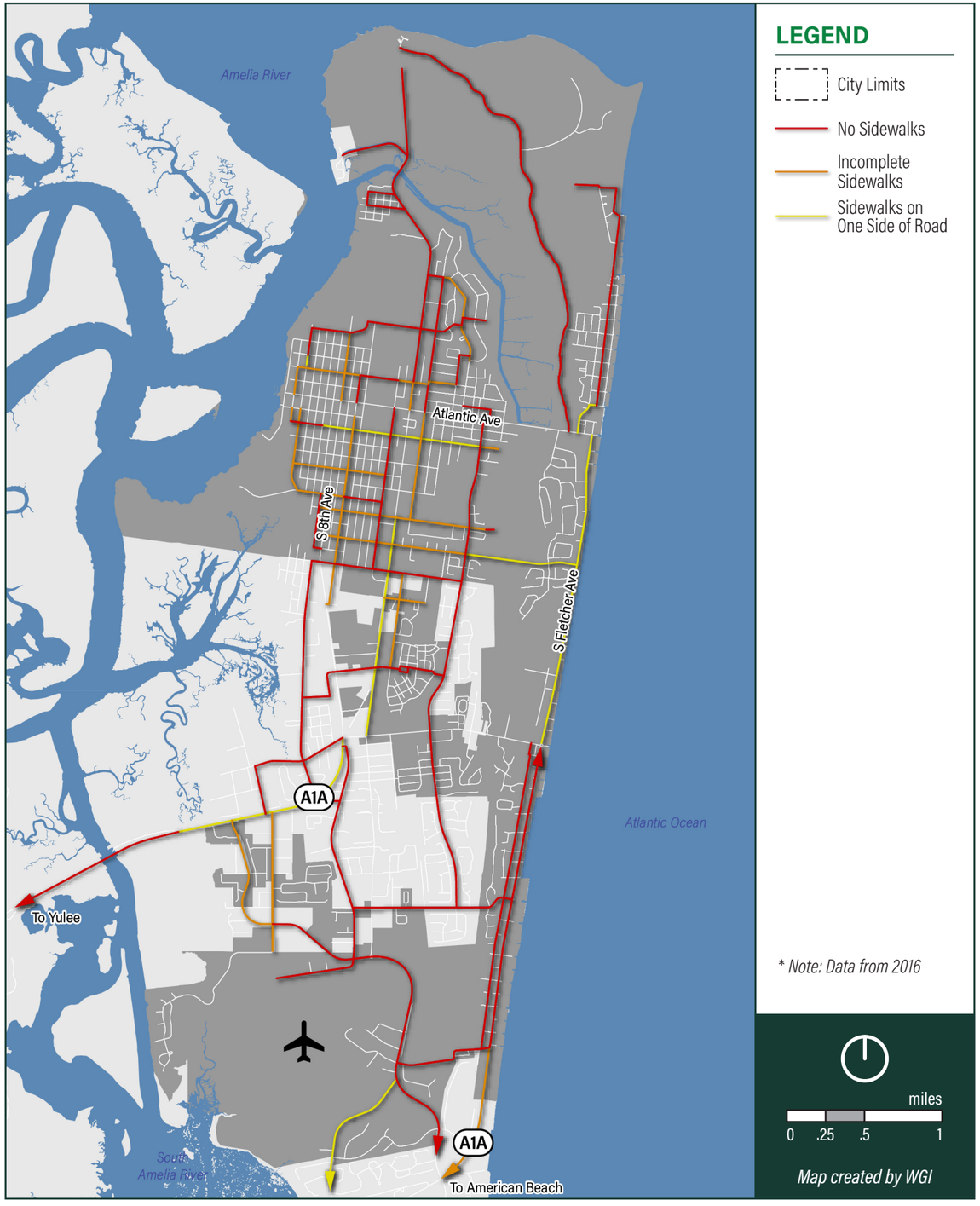


Photo: *Egan's Creek Greenway Trail (source: Google Maps)*

Figure A.21: *Sidewalk Conditions (2016 Amelia Island Bicycle & Pedestrian Focus Area Study)*



C. Streets & Vehicular Connectivity

Overview

Fernandina Beach is a city where residents primarily use their personal vehicles as their main mode of transportation. This is typical of cities located on the periphery of a major metropolitan metro (Jacksonville). According to the 2019 American Community Survey (US Census), 77.4% of Fernandina Beach workers drive alone to their place of employment while 7.0% carpooled. 8.31% worked from home and therefore did not commute.

Car ownership in Fernandina Beach is high with 98.8% having access to a personal vehicle. This is above the US average where 95.7% have access to a personal vehicle. The average household in the City has two personal vehicles.

Workers in Fernandina Beach face a shorter commute than the national average. People working within City limits face on average a 22.2 minute commute, lower than the national average of 25.5 minutes.

Major Thoroughfares

State Road A1A is the major thoroughfare in Fernandina Beach. The road transverses the City for approximately 7.3 miles. It enters the City from the south as South Fletcher Road, turns east as Atlantic Avenue, and finally travels south out of the City as South 8th Street. The road is comprised of two travel lanes throughout City limits, before widening to a four-lane road with a turn lane as it enters county territory traveling towards Yulee and the Thomas J. Shave Jr. Bridge.

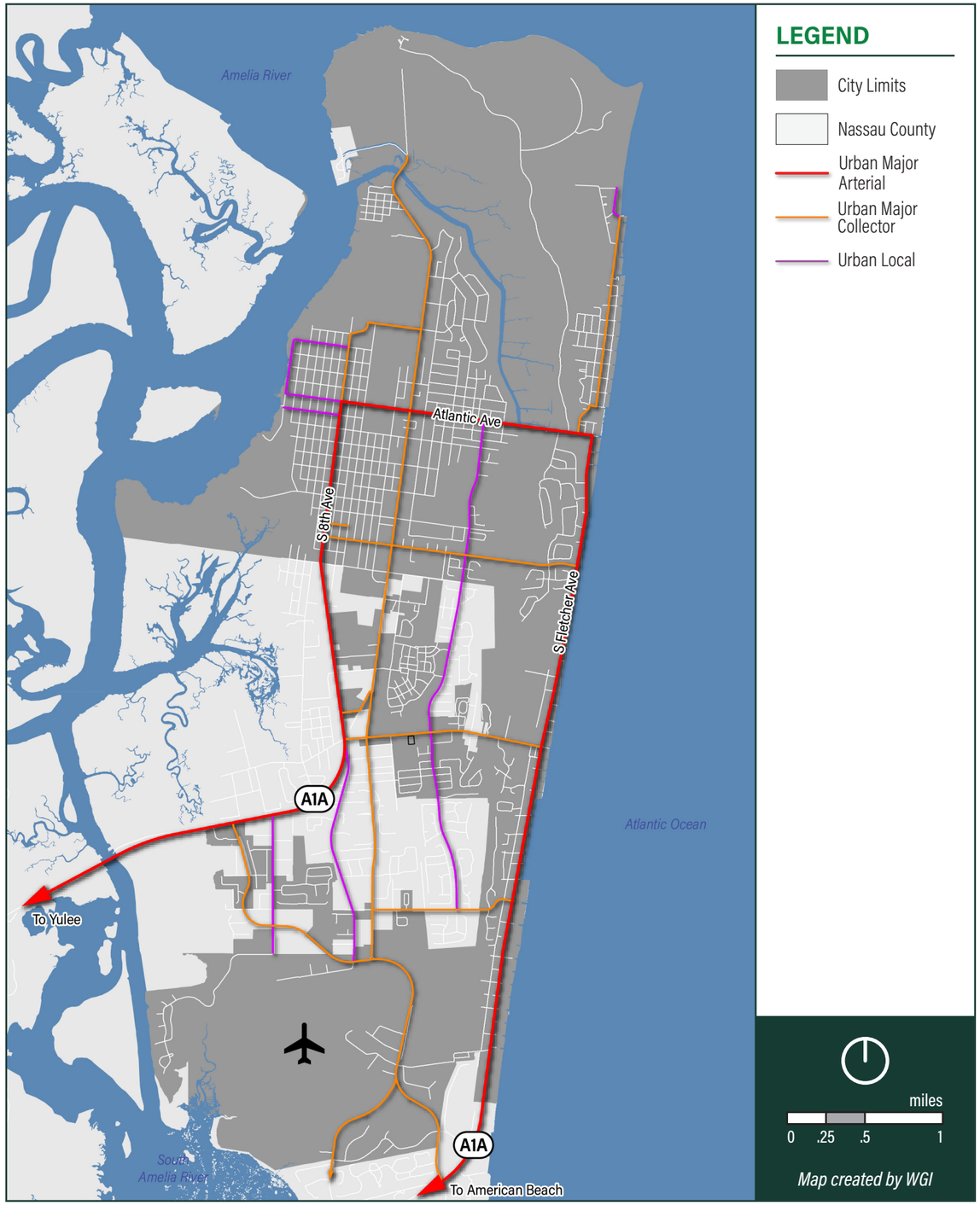
FDOT's Functional Classification System identifies all of S.R. A1A in Fernandina Beach as an *Urban Minor Arterial*. These types of roads provide traffic access and traffic circulation in lower density residential and commercial/ industrial areas. They may penetrate residential neighborhoods for only a short distance and also channel traffic from local streets to/from the arterial system.

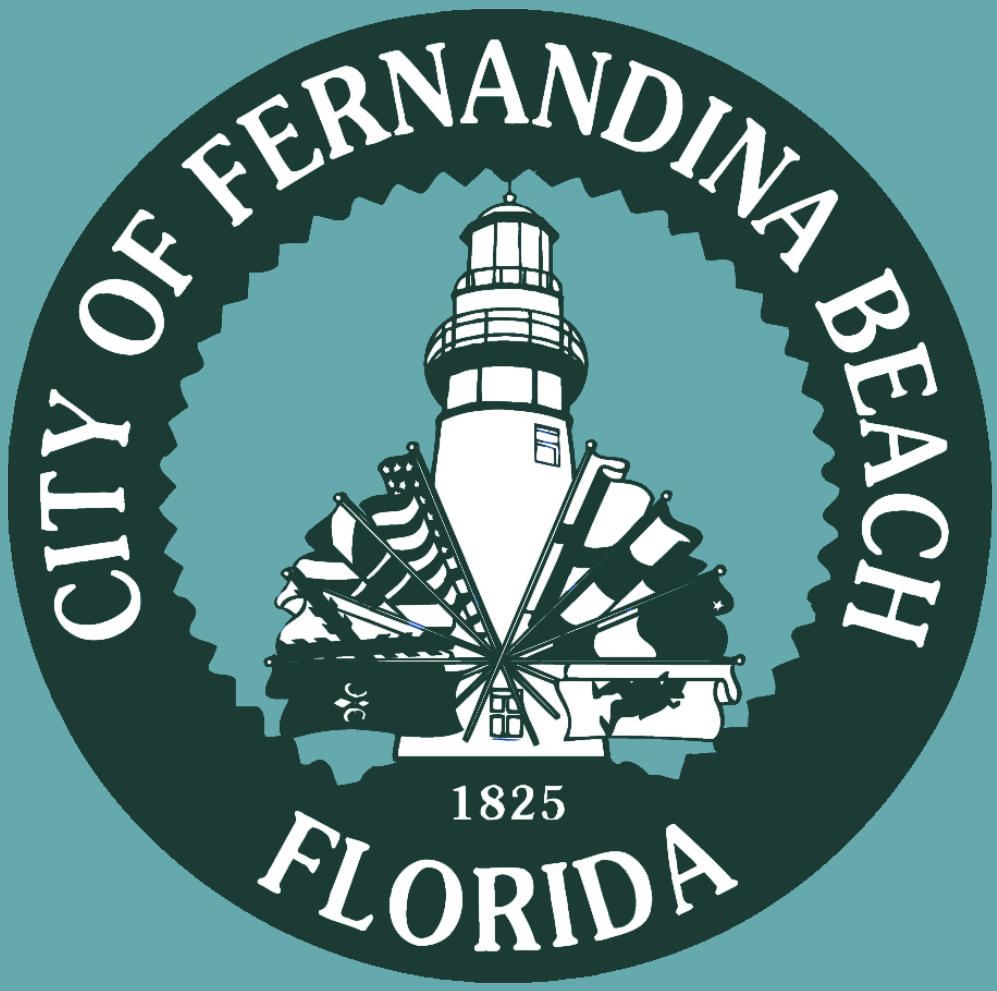
FDOT recently developed its contextual classification system. This is used to design state facilities in context to be more appropriate with its surrounding land use characteristics. The road's contextual classification determines specific design elements and functions including speed, lane width, street tree placement, and on-street parking. The system is comprised of the flowing classifications;

- C1 - Natural
- C2 - Rural
- C2T - Rural Town
- C3R - Suburban Residential
- C3C - Suburban Commercial
- C4 - Urban General
- C5 - Urban Center
- C6 - Urban Core

FDOT recognizes S. 8th Street and Atlantic Avenue as a C4 roadway under the contextual classification system and South Fletcher Avenue as C3R. South 8th Street beyond City limits is recognized as a C3R roadway. Figure A.22 graphically depicts the FDOT road classifications on the island.

Figure A.22: *FDOT Functional Road Classifications*





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APPENDIX B

COMMUNITY ENGAGEMENT SUMMARY

COMMUNITY VISION

2045

FERNANDINA BEACH

Prepared For

CITY OF FERNANDINA BEACH • FL

Prepared by

WGI

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B : COMMUNITY ENGAGEMENT

I. INTRODUCTION

Why Now?

The development of the Vision 2045 Plan came at a pivotal time in Fernandina Beach's history. Since the adoption of the last Vision Plan in 2002, both the City and Nassau County have experienced an influx of new residents, visitors, and development. Fernandina Beach was experiencing difficulty balancing new development with environmental conservation, welcoming new citizens while preserving its small-town culture, and protecting long-term residents from gentrification. New technology and the COVID-19 pandemic revolutionized the economic landscape, leading to a rise of remote working, at-home businesses, and changed migration patterns.

Purpose of the Vision 2045 Plan

The Vision 2045 Plan is the catalyst for Fernandina Beach to solve these issues, identify opportunities, and protect their future. The plan will be the basis for updating the City's Comprehensive Plan, Capital Improvements Plan (CIP), Land Development Code (LDC), and future planning studies. Comprehensive Plan and LDC updates will follow the adoption of the Vision 2045 Plan.

The Project Team

The Fernandina Beach Planning Advisory Board was the driving force behind the project with the assistance of the Fernandina Beach Department of Planning & Conservation. The project team for the Vision 2045 Plan was led by consulting firm WGI, Inc. The team also included representatives from Urbanomics, Inc. and Acuity Design Group.

II. PUBLIC ENGAGEMENT PLAN

The planning process for Vision 2045 was designed to be community-focused and driven by the public. Meaningful public engagement was incorporated from the start and continued through the vision's development. The process began on May 26, 2021, with an introduction of the project to the public during a virtual Planning Advisory Board meeting. The process continued with the launch of the Vision 2045 web page on Fernandina Beach's website, marketing through the City's various social media platforms (Facebook, Twitter, and Instagram), and a public announcement in the local newspapers, the Fernandina Beach Observer and the Fernandina News Leader.

A survey was developed and distributed through the project's official web page and direct outreach through faith-based community leaders and the Hispanic grocery stores. The survey allowed the team to reach over 1,000 Fernandina Beach citizens and gather their input and ideas for the Vision Plan. Surveys were also created for the Downtown & South 8th Street business communities and the city's school-age children. The public engagement plan also included outreach events, a public workshop, and interviews with key stakeholders and community leaders.

A. Engagement Schedule

The Vision 2045 Public Engagement Plan officially kicked off in May of 2021 and lasted approximately 3 months. The plan included virtual presentations, digital outreach, and in-person events. The schedule of the multi-phase outreach plan is shown in Figure B.1.

Figure B.1: *Public Outreach Schedule*

KICK-OFF
26 MAY

WGI introduced the project to the public at the May 26th Planning Advisory Board meeting. The team presented a PowerPoint presentation and facilitated a SWOT exercise with the Board members.

DIGITAL OUTREACH
MAY - JULY

The City of Fernandina Beach created a web-page on the City's website. This webpage was used as a repository for all project information. Surveys were distributed through the website. The City's social media accounts were also used to market the project.

KEY STAKEHOLDER INTERVIEWS
JUNE

The team undertook Key Stakeholder Interviews (KSIs) with several stakeholders, civic groups, organizations, and City/County Commissioners. Most of these interviews took place in person between June 20th - June 24th. A few more interviews were conducted remotely.

JUNETEENTH
19 JUNE

The team attended the Fernandina Beach Juneteenth event to promote the Planning Workshop, distribute surveys, and to discuss the Vision 2045 Plan. The event was chosen to provide additional outreach opportunities to under-represented and minority populations.

WORKSHOP
23 JUNE

An interactive planning workshop was held in Central Park on June 23rd. This workshop featured visioning exercises, dot voting, and funding prioritization. Over 80 Fernandina Beach residents participated in the "*Planning In The Park*" Workshop.

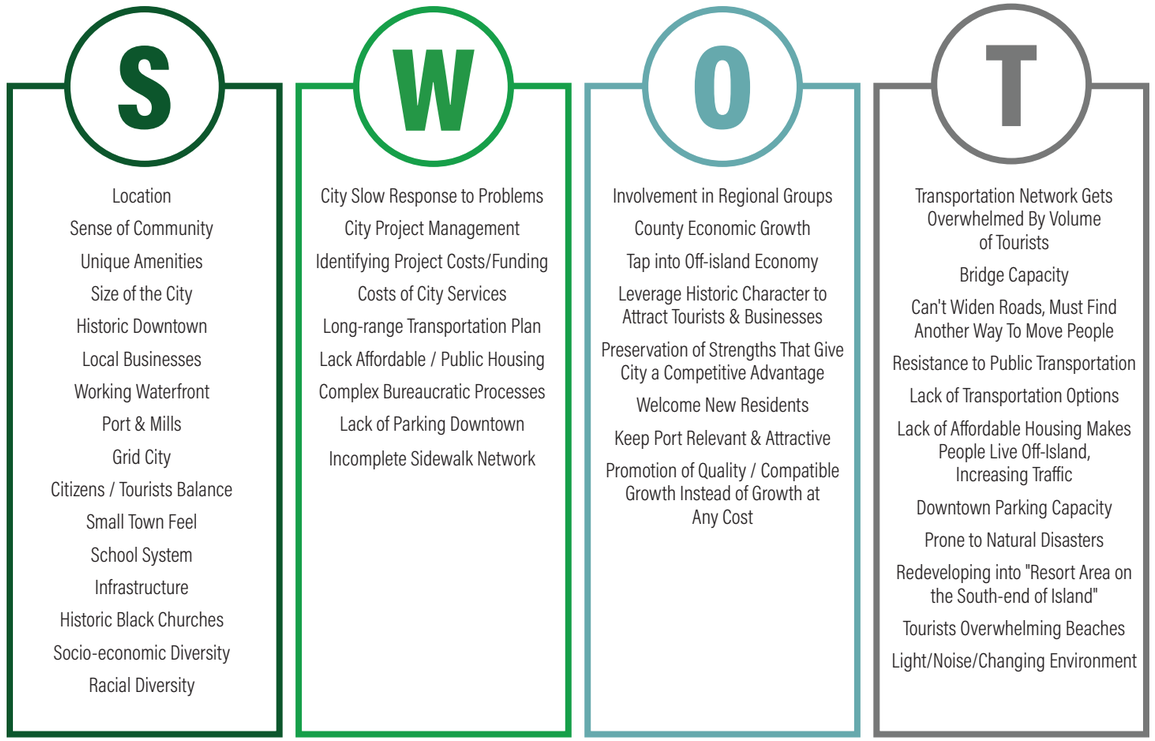
B. Kick-off Presentation

WGI introduced the Vision 2045 Plan to the public through Zoom at a May 26th Planning Advisory Board (PAB) meeting. The presentation included background information on the project, public engagement opportunities, the proposed timeline, and final deliverables. The team included a link to the new project web page to access more information.

The WGI team also performed a SWOT exercise with the PAB members to identify the City of Fernandina Beach's strengths (S), weaknesses (W), opportunities (O), and threats (T). Figure B.2 illustrates the results of the SWOT exercise.

Photo: *Kick-off PowerPoint (Source: WGI)*

Figure B.2: *PAB SWOT Results*



C. Outreach

Digital Outreach Strategy

A project web page was launched on the City of Fernandina Beach's official website as the main repository for project-related information. The web page included a description of the project, calendar of events, PowerPoint presentations, and links to multiple surveys. An email option was also provided to submit further comments or questions from the public.

The digital marketing campaign for the project included frequent postings on the City of Fernandina's social media channels. The WGI team developed a social media strategy consisting of Instagram posts, Facebook stories, tweets, hashtags, and a comprehensive schedule to coordinate among the different platforms.

Photo: *Instagram Posts advertising the Project*

Photo: *Vision 2045 Project Webpage*

Juneteenth Event Outreach

The WGI team and representatives from the City attended the Juneteenth Homecoming Celebration on June 19th, 2021. The team hosted an information booth to inform the public about the plan and gather input from the community. The event was chosen to increase the project's outreach to Fernandina Beach's African American community. This strategy allowed the team to engage with a demographic that is often overlooked and under-represented in planning and community visioning projects.

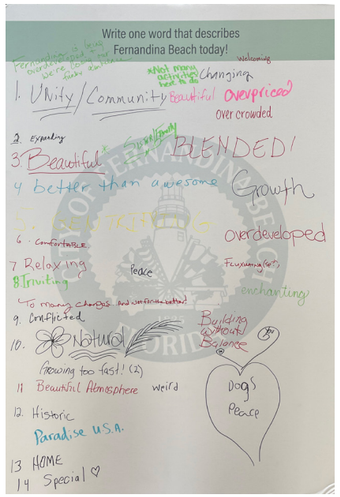
The Vision 2045 booth also included promotional materials, handouts, and computer station set up for people to take surveys. Team members also walked around the event with iPads to engage the community, talk about the community's future vision, and collect survey data (shown in Figure B.3 on next page).

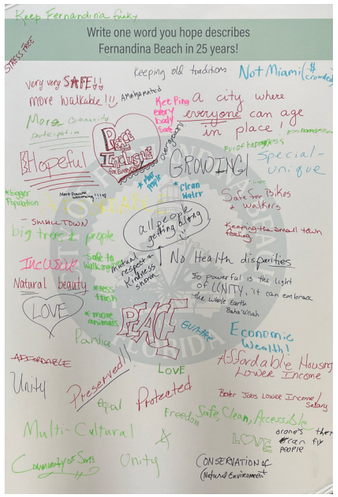
The booth also included a visioning exercise where people were invited to describe their impression of Fernandina Beach today and describe what they hope Fernandina Beach will be like in the future. Over 50 people participated in the visioning exercise and 31 people took the survey at the Juneteenth Celebration.

Photo: *Juneteenth Outreach (source: WGI)*

OVER 50 PARTICIPANTS

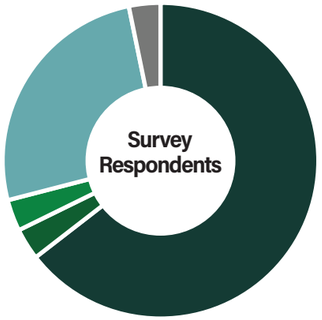
Figure B.3: *Juneteenth Outreach Results*





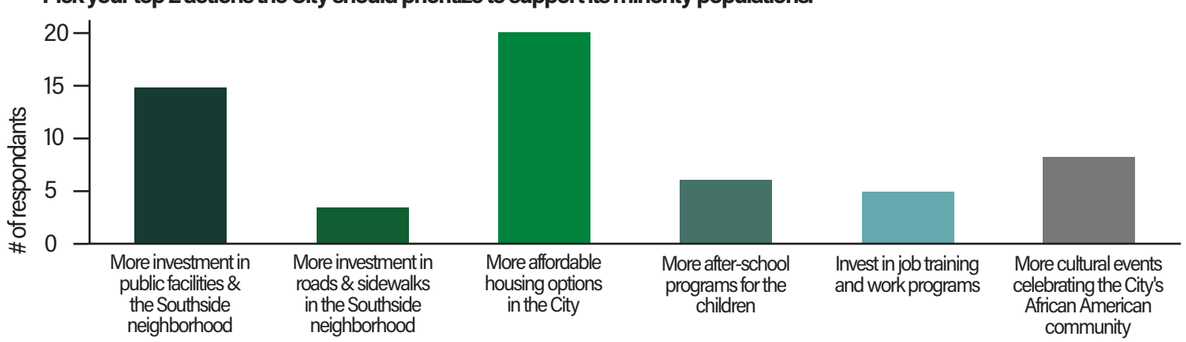
What we heard . . .

The team hosted a visioning exercise at the Vision 2045 booth at Juneteenth and asked participants to describe Fernandina Beach today, as well as their vision of Fernandina Beach of the future. Over 50 people partook in the exercise. Results shown to the left illustrate the common themes that arose. Full results can be found in the Appendix.



65% Black or African American
3% Hispanic
3% Mixed Race
26% White
3% Prefer not to answer

The team developed a survey asking about minority and African American experiences in Fernandina Beach. The survey was taken by 31 people, a majority Black.



D. Key Stakeholder Interviews (KSIs)

The consulting team worked with the City's Planning Department to identify a list of stakeholders and community leaders to reach out and gather feedback. Most of the stakeholders were interviewed in person by the WGI team at the end of June, though some were conducted via email and Zoom.

The stakeholders interviewed ranged from government agencies, elected officials, civic groups, non-profits, major employers, religious organizations, and business associations. This diversity of stakeholders was key in obtaining a cohesive and complete understanding of Fernandina Beach.

E. City Department Outreach

The team sent surveys to each of the City's departmens to provide additional input and insite into thier goals.

F. Survey Overview

Five surveys were created and distributed via Survey123. The 45-question General Survey collected data on a wide range of topics and was available to all residents of Fernandina Beach. The four other surveys were targeted to obtain feedback from specific demographics or groups. A survey for minority and under-represented communities was developed to gather insight on the concerns of the City's African American and minority communities. A business owner survey was created to gather input from the City's entrepreneurs. An employee survey was used to identify the unique challenges for those who work in the City. This survey was open to anyone who worked in the City, including non-residents who commute for work. Lastly, a high school student and recent graduates survey was created to identify the views of Fernandina Beach's younger population.

STAKEHOLDER OUTREACH

City Commission
Mike Lednovich (Mayor)
Len Kreger (Vice Mayor)
Bradley Bean
Ronald Ross
David Sturges

City Manager

Department Heads

County Manager

County Commissioners
Aaron Bell
John Martin

Amelia Tree Conservancy

NE Florida Builder's Association

Chamber of Commerce

Council on Aging

Fernandina Beach High School Foundation

Historically Black Church Pastor Outreach

Lignotech

Rayonier Advanced Materials

West Rock

** The Vision 2045 group also reached out to State Senator Bean and the Port but they did not participate.*

G. General Survey

Purpose

The General Survey was created to solicit feedback on the City's strengths, weaknesses, opportunities, threats, development patterns, housing options, public facilities, city-funded projects, resiliency, and Capital Improvement Plan priorities. The General Survey was also translated into Spanish to equally incorporate the Hispanic community and non-native English speakers. The General Survey was taken by 1,117 participants, representing approximately 9% of the City's population.

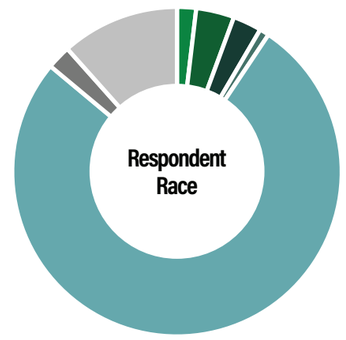
Results

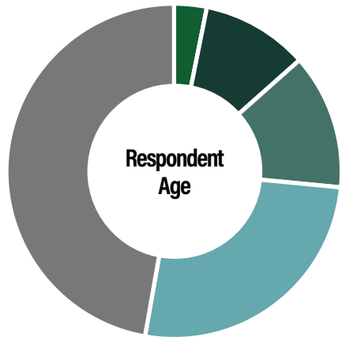
As shown in Figure B.4, the respondents of the General Survey were older than the general population, with nearly half of respondents over the age of 60. Respondents identifying as White matched the general population demographics for Fernandina Beach, however, results for those identifying as Black or Hispanic were 7.5% and 3.3% below the City's demographic. A large majority (87%) owned their home in the City. Nearly a tenth owned a business in the City (9.77%).

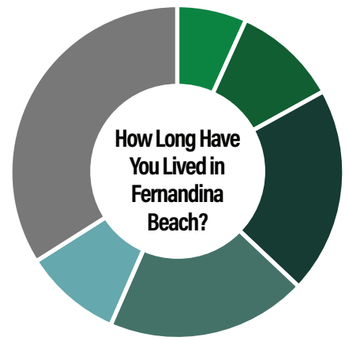
The majority of respondents were long-time residents who have lived in Fernandina Beach for over 6 years with more than a third of respondents living in the City for over 15 years. The respondent population skewed older with 47% over the age of 60. A large majority of respondents planned on staying in Fernandina Beach in the foreseeable future (85%) and wanted to eventually retire in the City (81%).

The small-town feel of Fernandina Beach was the main draw for living in the City. Over 600 respondents chose this as one of their top three reasons for calling the City home. Other major reasons were the beach, natural environment, sense of community, and historic character.

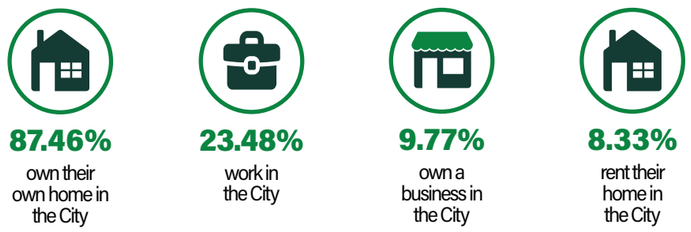
Figure B.4: *General Survey Results - Part I*







Do you live, work, or own a business in Fernandina Beach? Choose all that apply.



81% want to eventually retire in Fernandina Beach

85% plan on staying in the City for the foreseeable future

What specifically drew you to move to Fernandina Beach? Choose up to three.

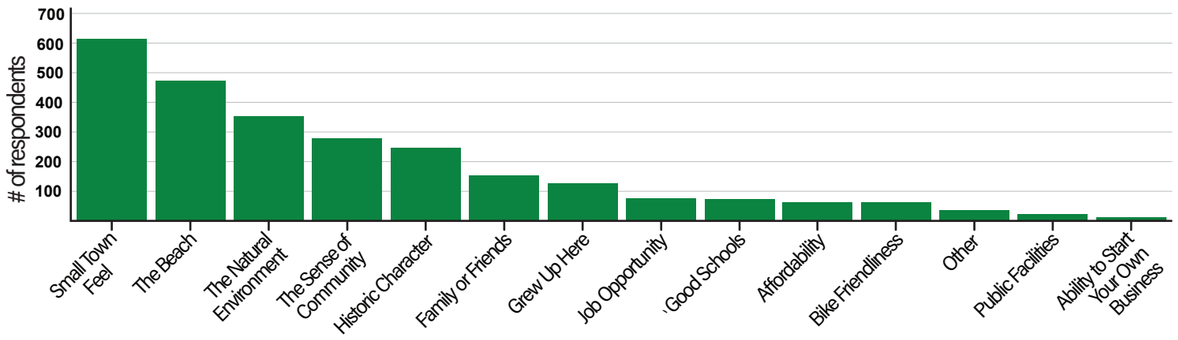
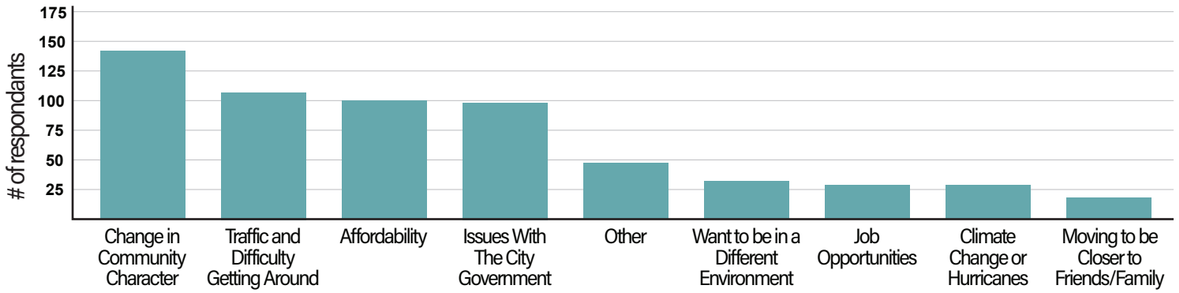
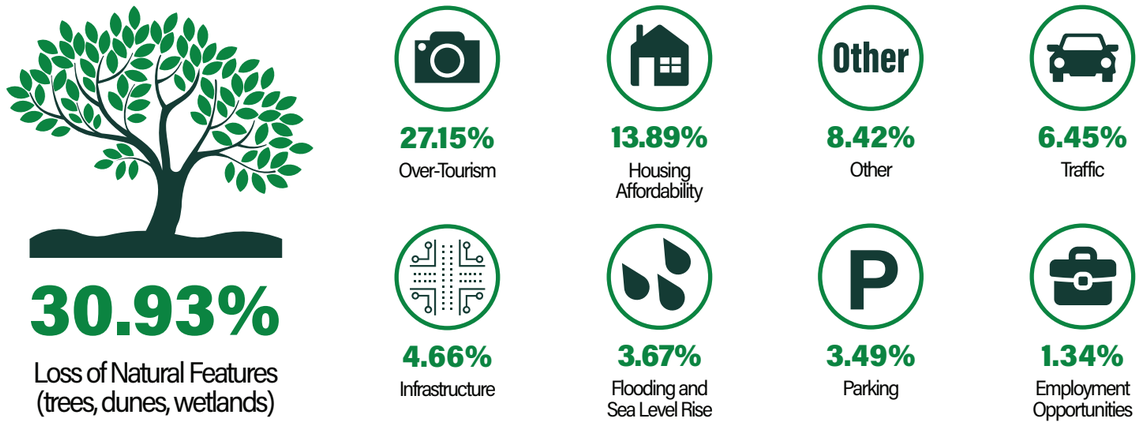


Figure B.5: *General Survey Results - Part II*

If you do not plan on staying in Fernandina Beach, why are you looking to move? Check all that apply.



What do you think is the most pressing issue facing Fernandina Beach today? Choose one.



How would you rank the following? (1 - Poor | 2 - Fair | 3 - Average | 4 - Good | 5 - Very Good)

Photo: *Loss of Natural Features Like Trees Was A Top Concern (source: WGI)*

As depicted in Figure B.5, the change in community character is the top reason people are considering leaving Fernandina Beach along with traffic, affordability, and issues with the City government.

The most pressing issue facing the City today according to the respondents is the loss of natural features including old-growth trees, dunes, and wetlands. A close second was over-tourism with more than a quarter of the votes. Housing affordability and gentrification came in third with the rest of the issues polling under 10%.

Respondents rated the City's public facilities, services, and recreation amenities highly with all ranking over 3 out of 5 stars. The only category that received a rating below 3 stars was *"Dealing with the City Government"*. This lower rating is consistent with feedback from stakeholders and the public regarding city regulations and the permitting process. It is also consistent with the 2019 National Community Survey.

As shown in Figure B.6, Fernandina Beach has a car-centric culture with 92% of respondents using their personal vehicle as their main mode of transportation. However, there seems to be a demand for more mobility options. 59% of respondents want to replace some of their car trips with another mode of transportation. These results contradict the Island Hopper's low ridership numbers. When asked if they ever used the circulator, 35% of respondents replied that they were unaware how to use it. This along with the result that 18% of respondents want the City to prioritize bus or trolley services for the island, points to a lack of awareness with the Island Hopper, not the concept of bus or trolley service.

There is also a desire to make it easier to navigate the City by walking or biking. Over 36% of respondents want the City to prioritize additional multi-use paths, bike lanes, and sidewalks. 40% believe that the best way for Fernandina Beach to alleviate its future parking issues is to make it easier and safer to bike and walk in the City.

Lastly, the General Survey inquired about support for paid parking. A minority of respondents (40%) supported the concept, but that number jumped to 59% when the program exempts City residents. This statistic is consistent with the 2019 National Community Survey Report that indicated majority support (55%) for a paid parking program.

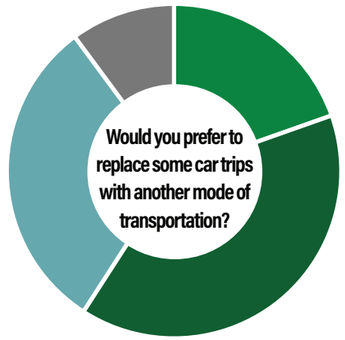
Figure B.6: *General Survey Results - Part III*

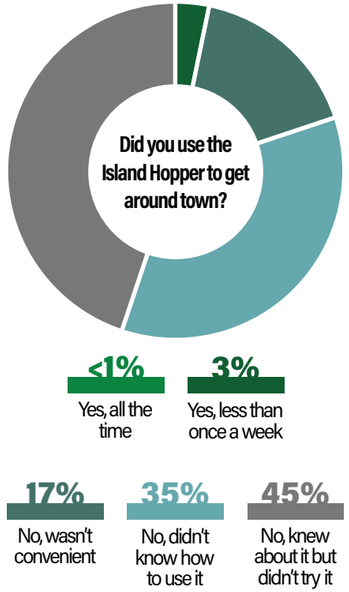
92% currently use their car to get around the City most of the time

59% want to replace some car trips with another mode of transportation

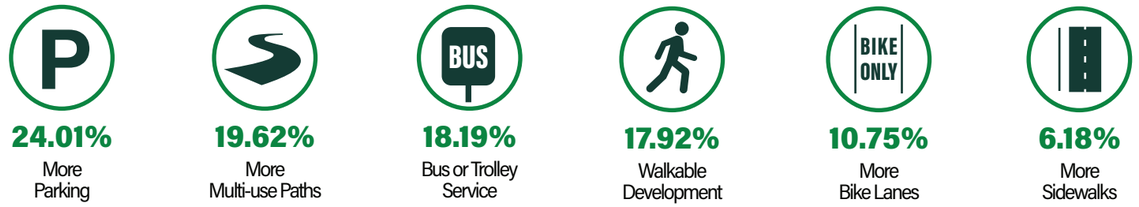
35% didn't know how to use the Island Hopper

59% support paid parking if City residents were exempt





What transportation items should the City prioritize in the next 25 years with City funds? Choose one.

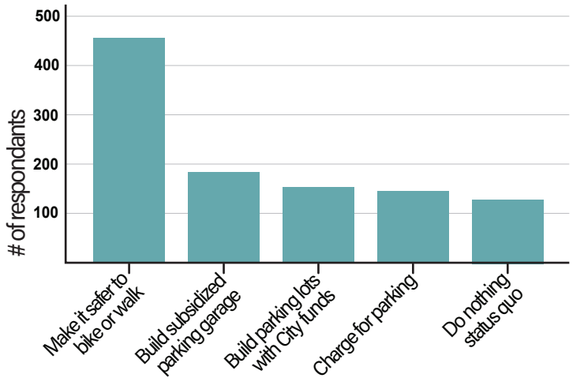


Would you support paid parking?

** "Yes" includes responses for Yes, Downtown Only, and Beach Only*

Would you support paid parking if City residents were exempt?

What is the best way for Fernandina Beach to regulate parking? Choose one.



The General Survey asked respondents how they wanted to see the major thoroughfares of the City improved in the future. Illustrated in Figure B.7, three sections of S.R. A1A were chosen as the focal points. These sections were Atlantic Avenue from 8th Street to Fletcher Avenue, South 8th Street from Center Street to Lime Street, and South Fletcher Avenue from Atlantic Avenue to the Fernandina Beach/ County border. Survey respondents identified the burying of utilities to be a top-three priority across all three areas. Shade trees and shrubs/ flowers were identified as top streetscape elements they wanted to see along Atlantic and South 8th. Palm trees and wider sidewalks were the other major priorities for South Fletcher. The desire for wider sidewalks is consistent with complaints about bike safety and issues with the width of the existing bike lanes on the road. Half of the survey respondents identified South 8th Street as the priority streetscape for a project.

Respondents were asked to identify what types of future development, infrastructure, and City services they would like to see in the future. Figure B.8 shows that walkable, mixed-use development, and affordable housing were the development types with the strongest support. Less than 8% of respondents supported additional suburban retail, hotels, or additional development along the beach. Purchasing land for conservation was the top public investment choice with burying overhead utilities and stormwater management projects receiving top support for future infrastructure funding. Bus service and additional cultural events received strong support in the future public services category.

Lastly, the General Survey identified a list of projects that were discussed by the City or through stakeholder engagement. The public was asked to choose their top three projects they wanted to be prioritized by the City. Burying overhead utilities across the City and buying land for conservation were top priorities with majority support. Environmental resiliency projects and construction of the downtown waterfront park were next with over 30% of respondents choosing them as priority projects. These results are illustrated in Figure B.9.

Figure B.7: *General Survey Results - Part IV*

What improvements would you like to see on the following streets?

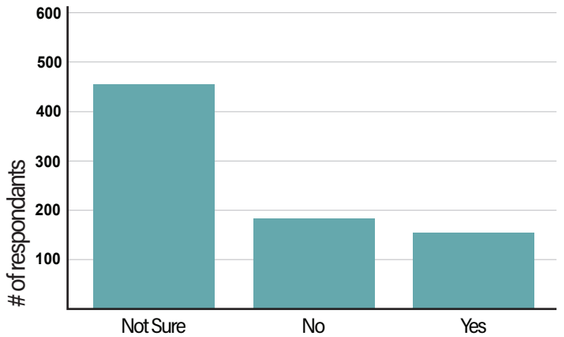
Street	Shade Trees	Palm Trees	Shrubs, Flowers	Lights	Wider Sidewalks	Benches	Public Art	Bury Utilities
Atlantic	55.9%	21.0%	29.0%	22.8%	25.8%	19.6%	14.0%	42.0%
South 8th	53.6%	27.2%	34.6%	22.8%	29.5%	11.2%	15.8%	44.0%
Fletcher	28.3%	34.7%	24.0%	14.5%	44.4%	13.1%	9.9%	46.4%

** Shaded cell indicates a top three priority*

If the City could only finance one improvement area, which should be prioritized?

Should the City enter into a maintenance agreement with FDOT to increase landscaping along these roads?

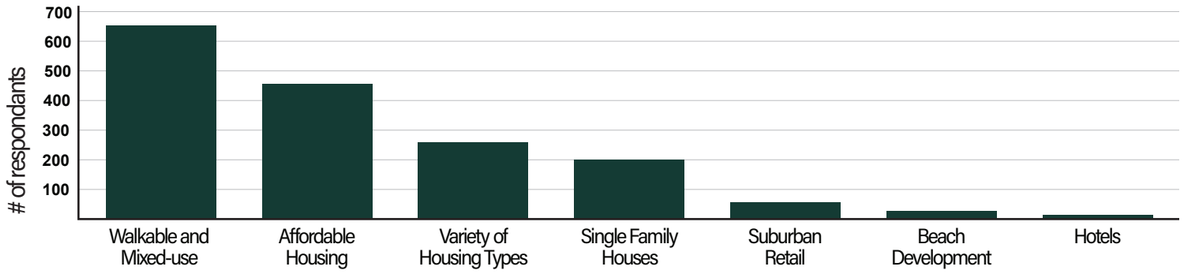
Does Fernandina Beach provide an environment that allows seniors or disabled citizens to live independently?



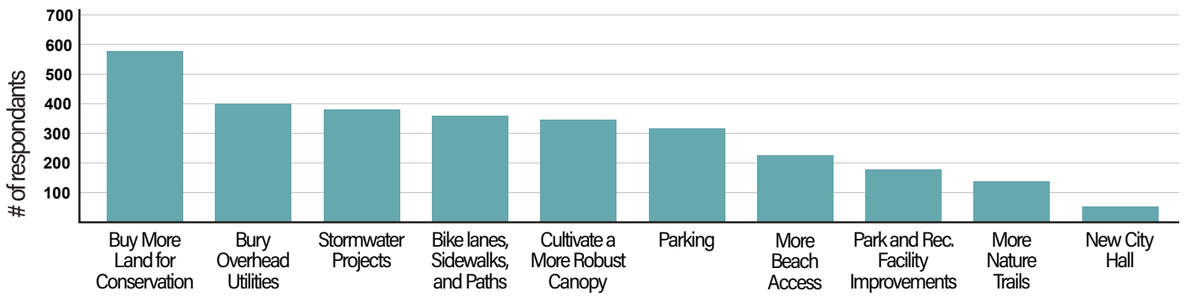
What is the best strategy to make living in Fernandina Beach easier for senior citizens?

Figure B.8: *General Survey Results - Part V*

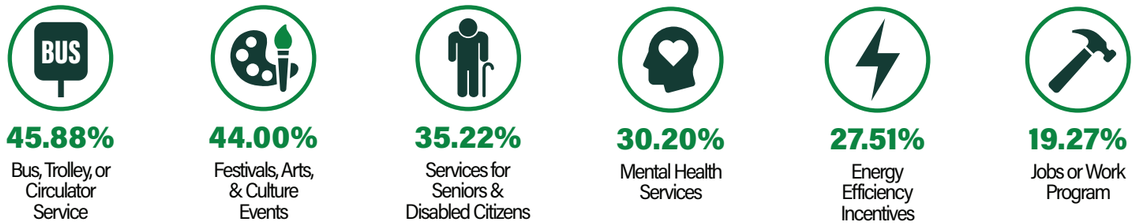
What type of Private Development does Fernandina Beach need more of in the future? Choose top three.



What type of infrastructure or public investment does Fernandina Beach need more of in the future? Choose top three.



What public services does Fernandina Beach need more of in the future?



What are the most important characteristics for new residential development? Choose top three.

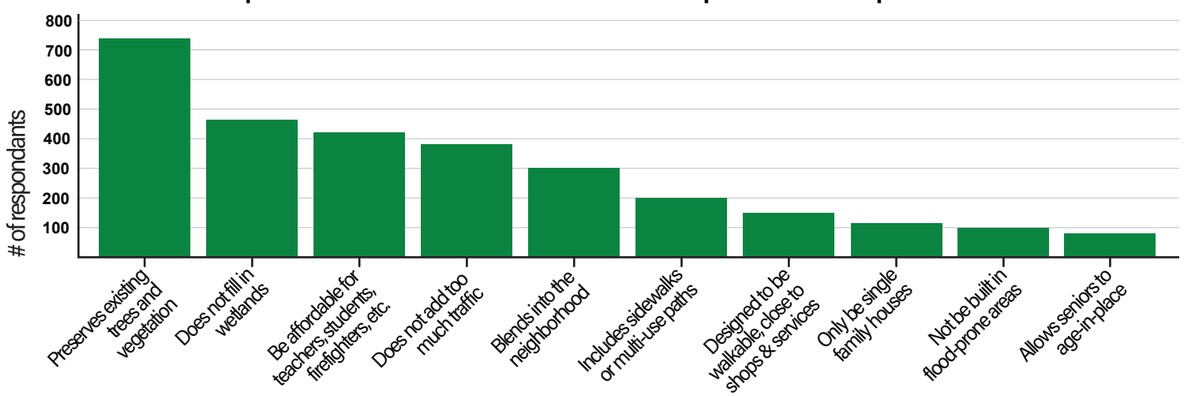


Figure B.9: *General Survey Results - Part VI*

What City-funded projects or improvements do you want to see prioritized in the next 5 years? Choose top three.

Development Type	Count	Percentage
Bury overhead wires and storm harden utilities	575	51.52%
Purchase property for conservation	563	50.45%
Environmental resiliency projects	407	36.47%
Construct downtown waterfront	343	30.73%
Bike infrastructure (bike lanes)	305	27.33%
Purchase property for historic or cultural preservation	292	26.16%
Streetscape improvements to Atlantic, South 8th, or Fletcher	287	25.72%
Incentivize construction of affordable or workforce housing	285	25.54%
General streetscape improvements (trees, crosswalks, lighting)	263	23.57%
Construct more multi-use paths	254	22.76%
Establish gateway or entry features for the City	214	19.18%
Incentive program for septic removal	145	12.99%
Improvements to parks	142	12.72%
Improvements to public buildings	89	7.97%
New or modernized City Hall	72	6.45%
Improvements to community pools	68	6.09%

H. Business Owner Survey

Purpose

WGI created a business owner survey to provide further insight into how the business climate of Fernandina Beach has been changed during the COVID-19 pandemic, and to see what type of infrastructure and support the business community was looking for from the City. The survey inquired why people chose Fernandina Beach to start their business, what obstacles they face operating in the area, and what they want to see near their business in the future. The business survey was taken by 94 participants.

Results

As shown in Figure B.10, the survey respondents represented businesses throughout Fernandina Beach, with a large portion in the historic downtown core. However, almost 40% of the respondents indicated that their businesses were outside of the main commercial areas identified.

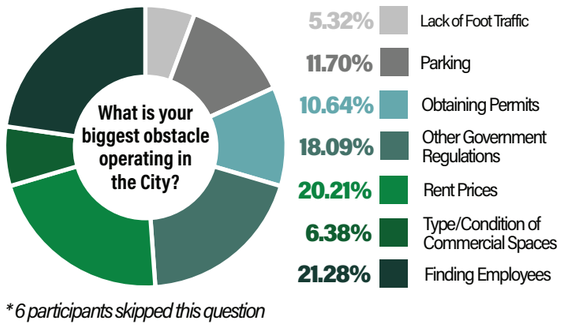
Most of the respondents indicated that they lived in the City before they opened their business, indicating a desire to live and work in the same place. The small-town character and tourism were also major reasons for opening businesses here. Few of the business owners identified the port, working waterfront, or airport as major reasons for establishing their business within City limits.

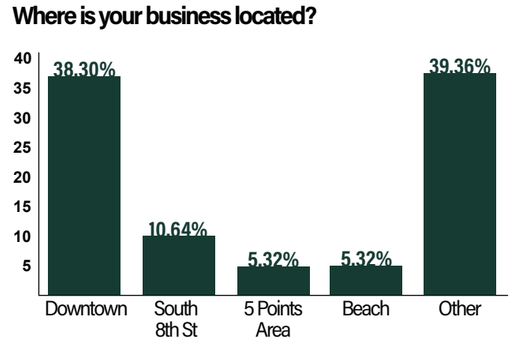
The major obstacle to running a business in Fernandina Beach is finding employees. Public feedback and stakeholder input have identified several reasons for the small labor pool including lack of affordable housing, lack of transportation options on the island, and a growing number of jobs being created off-island. Businesses struggling to hire employees was also noted while visiting the City, further confirming this as a main topic of concern. Increasing rent prices and government regulations such as outdoor seating, sign regulations, and inspections rounded out the top three concerns.

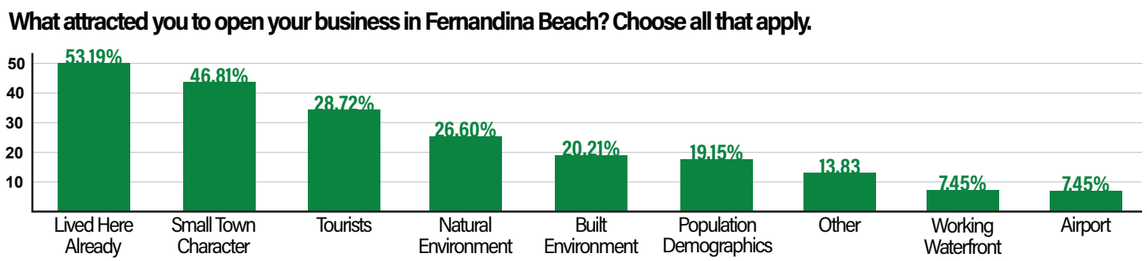
A quarter of respondents identified simplification of the permit process as the City action or policy that would have the biggest benefit to their business. Investment in affordable housing and additional parking ranked second and third. This could be due to the high number of workers who can not afford to live in Fernandina Beach and commute to the island.

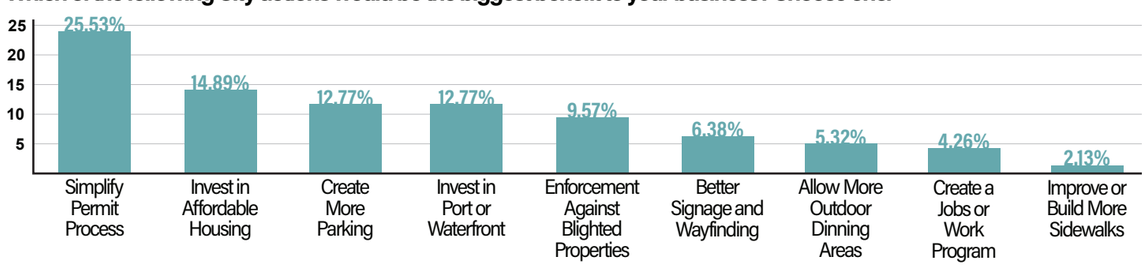
Finally, the survey asked what kinds of amenities, investments, and developments they wanted to see around their business. Pedestrian spaces, plazas, and public seating areas were the top choices. The number of businesses that wanted to see these improvements exceeded the number of businesses currently located downtown. This means there is a desire for more pedestrian-oriented infrastructure beyond the downtown city center.

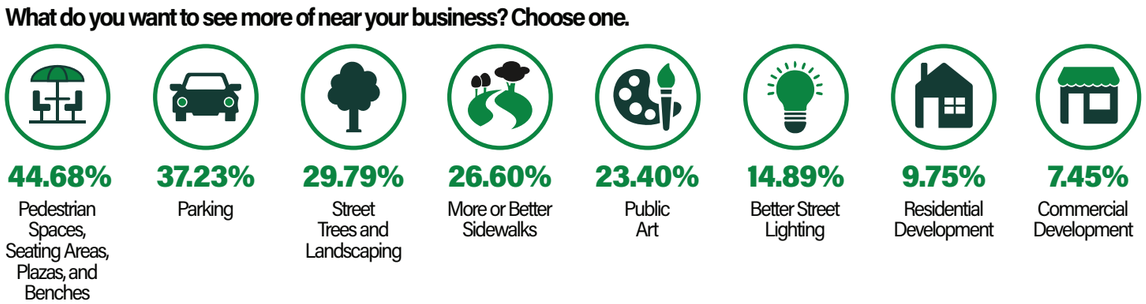
Figure B.10: *Business Survey Results*











I. Employee Survey

Purpose

An employee survey was created to better understand the issues and concerns of those who work in the City of Fernandina Beach. This survey was open to both people who live in the City and those who live elsewhere and commute into the City for work. The survey asked participants about affordability of living near their place of employment, transportation issues, childcare access, and what steps the City could take to improve their experience of working in Fernandina Beach. 124 people participated in the employee survey.

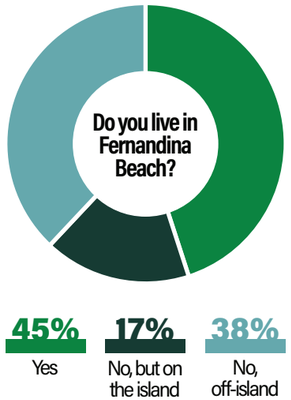
Results

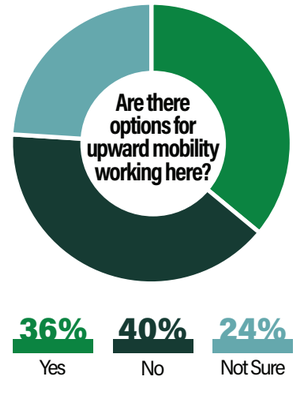
Illustrated in Figure B.11, the majority of respondents do not live in Fernandina Beach and commute into the City for work. 38% of the respondents come from off-island. Almost half of the respondents did not feel like they could afford to live in the City with their current jobs and 40% did not see opportunities for upward mobility working in Fernandina Beach. Over a quarter (27%)of respondents were working multiple jobs or attending classes.

Access to childcare and healthcare were identified by 19% of the respondents as challenges they face working in the area. Access to affordable housing near their work and transportation to and from their place of employment were identified as challenges working in the City.

When asked what was the most impactful thing the City could do to make working in Fernandina Beach easier, 44% identified affordable housing as their top choice. This choice had more than double the support as the second top option "other" which is not a monolithic category but a conglomerate of different opinions.

Figure B.11: *Employee Survey Results*





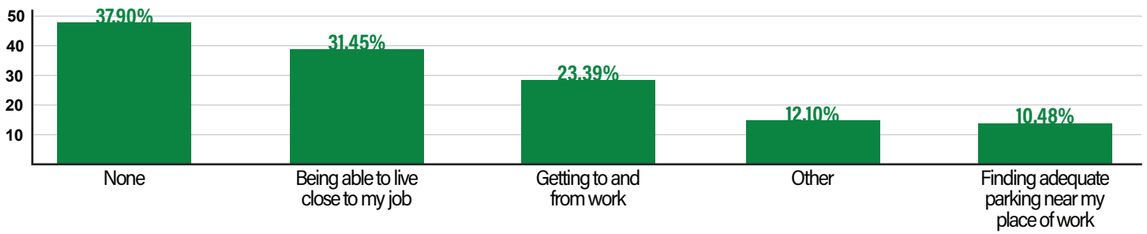
46% do not believe that they could afford to live in Fernandina Beach

19% were not able to consistently access reliable childcare

19% were not able to access healthcare covered by their insurance

27% work more than one job or are also taking classes while working

What challenges do you face working in Fernandina Beach? Choose all that apply.



What is the most impactful thing that would make working in Fernandina Beach easier? Choose one.

44%

Affordable Housing Options Near My Place of Employment

18.55%
Other

8.06%
City Programs Offering Job Training and Workshops

6.45%
Affordable and Reliable Childcare

6.45%
More Parking Near My Job

4.84%
Better Transportation Options to Get to and from Work

J. High School Students & Graduates

Purpose

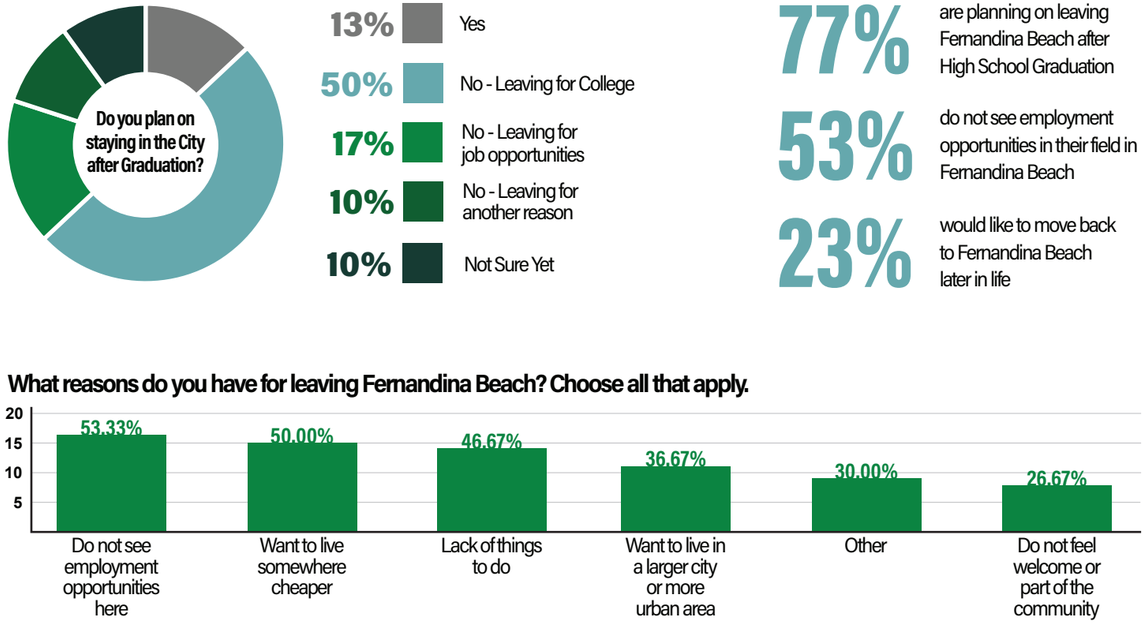
A high school student and recent graduate survey was developed to increase outreach to young people in the community. This gave the team insight on how young people view the City and if they were looking to remain in the City after graduation. The survey was used to get a sense of the City's retention of young people and identify reasons young people were looking to stay or leave. The high school and recent graduates survey was taken by 30 participants.

Results

As shown in Figure B.12, the vast majority of students (77%) are planning on leaving Fernandina Beach after graduation. Reasons ranged from job opportunities to leaving for college. Only 13% plan on staying in the City. A major reason for this exodus is young people do not see employment or education opportunities in the City and are looking at the greater Jacksonville metro for those opportunities. A majority of respondents also identified the cost of living as a major barrier to staying. Less than a quarter of respondents identified a desire to move back to Fernandina Beach later in adulthood.

A large majority of respondents would be more willing to stay in the City if there were more job opportunities in their fields and if they could afford a home.

Figure B.12: *High School & Recent Graduates Survey Results*



K. Planning Workshop

The WGI team along with members of the City's Planning department hosted an interactive planning workshop at Central Park on July 23rd from 5PM-6PM. This workshop, branded as "Planning in the Park", was run open-house style to provide a casual and open environment for people to participate. This strategy provided a flexible schedule for residents who could not dedicate two full hours for a traditional presentation. Instead, this allowed for a more equitable experience by preventing the most vocal of participants from dominating the conversations.

The workshop was broken up into multiple stations that focused on different aspects of the community and Vision Plan. The station themes are shown in Figure B.13

Figure B.13: *Workshop Stations*

1 Welcome Station

2 Resiliency Station

3 Housing Station

4 Development Station

5 Transportation Station

Photo: *Participant identifying areas for improvement on the map. (source: WGI)*

Photo: *Participant spending their "tax money" on CIP projects. (source: WGI)*

Photo: *Workshop participants at the Housing, Development, and Transportation Stations (source: WGI)*

Welcome to Planning in the Park!

Participants were welcomed at the park's pavilion and asked to participate in several visioning exercises. People were asked to give a brief, one to two word description of Fernandina Beach as it is today. On the next board, participants were asked to write how they would hope to describe the City in the next 25 years. This allowed the team to get a good sense of the City's strengths, challenges, and potential.

One board asked the participants what they wanted to see more of in Fernandina Beach in the next 25 years. Each participant was allowed to choose up to three choices. Shown in Table B.1, resiliency was the top choice with over a quarter of the votes.

Another exercise included giving participants "$40" representing their tax money and asking them to spend it on projects they would like to see prioritized in the Capital Improvements Plan. As illustrated in Figure B.14, Conservation came out on top with 37% of the vote while infrastructure and resiliency projects came in second and third with 18% and 16% of the vote. Public facilities received the lowest support with 8% of the vote.

Lastly, two maps were provided for participants to identify their favorite parts of town and areas of town that needed improvements. People's favorite parts of town included the greenway, Historic District, beach, and tree canopy. Major themes for the improvements map exercise included banning beach vehicles, preservation of trees, improving the downtown waterfront, and planning for resiliency. Figure B.15 illustrates the results of this exercise with the size of the word indicating how often it was used.

Figure B.14: *CIP Exercise Results*

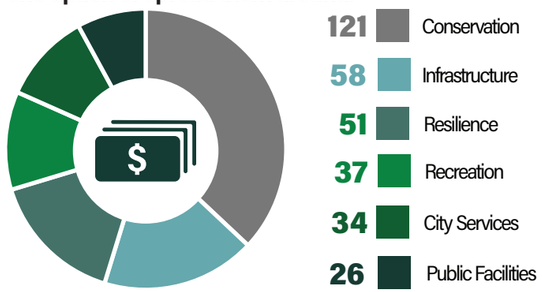
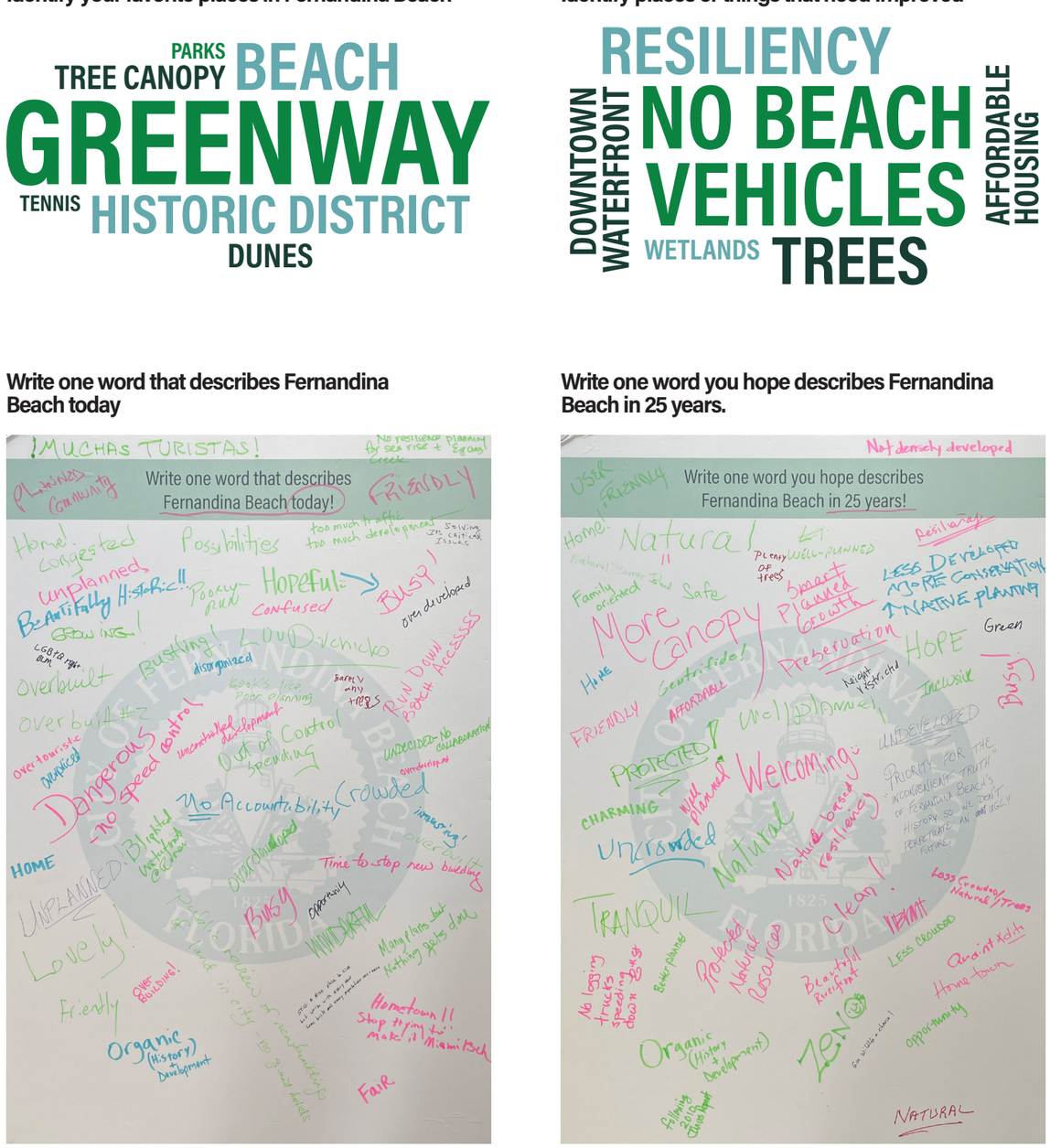


Table B.1: *What Fernandina Beach Needs More of Results*

Development Type	Vote
Investments in resiliency	84
Multi-modal transportation options	50
Small-scale commercial development	43
Walkable, mixed-use development	34
Recreation & nature trails	33
Housing	20
Parking	19
Public art	19
Multi-use paths	18
Tourists	4
Large-scale commercial development	3
Industry	2

**Participants asked to choose top 3 choices*

Figure B.15: *Map Exercise Major Themes*



Sustainability & Resiliency Station

The second station was dedicated to sustainability and resiliency. The station included two boards where participants were asked to vote on different questions. The first question asked how high of a priority sustainability and resiliency projects should be in compared to other City projects. Shown in Figure B.16, two thirds of respondents identified sustainability and resiliency as a high priority for Fernandina Beach.

Another board asked participants what type of projects, programs, and actions they supported the City taking, to better address resiliency and sustainability. People were encouraged to vote for all options they supported. Illustrated in Table B.2, the top three options were buying land for conservation, limiting infill of wetlands, and developing a septic tank removal program.

Figure B.16: *Resiliency Priority*

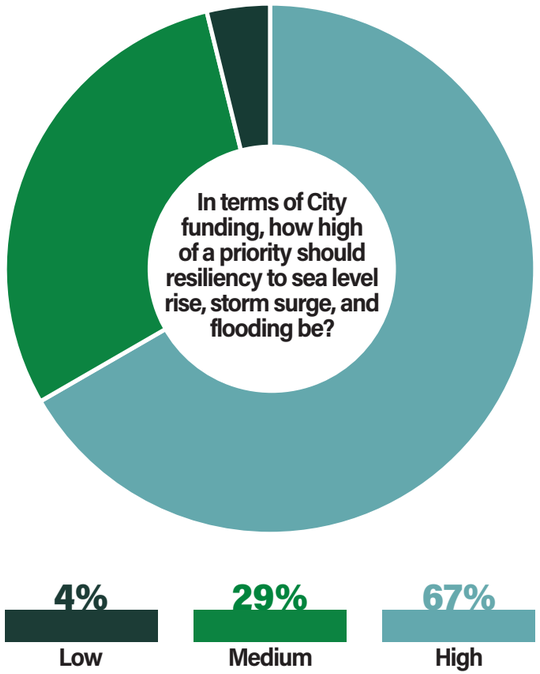


Table B.2: *Public Support for Resiliency Projects*

Project or Policy	Vote
Buy land for conservation	45
Prohibit infill of wetlands	26
Prohibit septic tanks, create incentive program to remove existing septic tanks	23
Require on-site collection and filtration of stormwater for new development	20
Redesign public streets to have green features such as permeable pavers or rain gardens.	18
Prohibit non-recreation development in areas susceptible to storm surge from a Category 1 hurricane.	18
Reduce impervious surface ratios for new development (less impervious surface)	18
Hire a dedicated staff person to oversee resiliency projects, strategies, and research funding or grant opportunities. (Chief Resiliency Officer)	14
Continue prioritizing city funds and grants for stormwater mitigation projects	14
Join a multi-jurisdictional resiliency group with other cities in the Jacksonville metro	14
Renovate public facilities to be more energy-efficient	10
I do not support the City spending money on resiliency projects	8

Development Station

Once participants were finished at the Sustainability & Resiliency Station, they moved onto the Development Station. This station included 5 boards asking about the character and types of development the public wanted to see throughout the City.

Participants were asked to vote for all types of development the City should encourage in the next 25 years. At the end of the workshop, the most popular options were

- Walkable, mixed-use;
- Pocket Neighborhoods; and
- No development.

The least popular options were suburban commercial developments, office, and hotels. The final results are found below in Table B.3.

Table B.3: *Future Development Types Results*

What kind of development would you like to see more of in the next 25 years? Choose all that apply.

Development Type	Vote
Walkable, mixed-use	26
Pocket neighborhoods	26
None	26
Medium-density residential	12
Low-density residential	11
Port/industrial	5
Suburban commercial	1
Hotels	1
Office buildings	0

The Development Station also identified four areas of the City and asked participants to vote on how they would like to see these areas develop in the next 25 years. These areas included S. 8th Street, 14th Street, Saddler Road, and the beaches. Results are shown in Figure B.17.

The current Comprehensive Plan and LDC encourages S. 8th Street to develop into a mixed-use corridor. To support that vision, participants showed support for mixed-use developments oriented towards the street, widening sidewalks, increasing landscaping, and establishing public plazas or gathering spaces. No participants preferred 8th Street to remain the same as it does now.

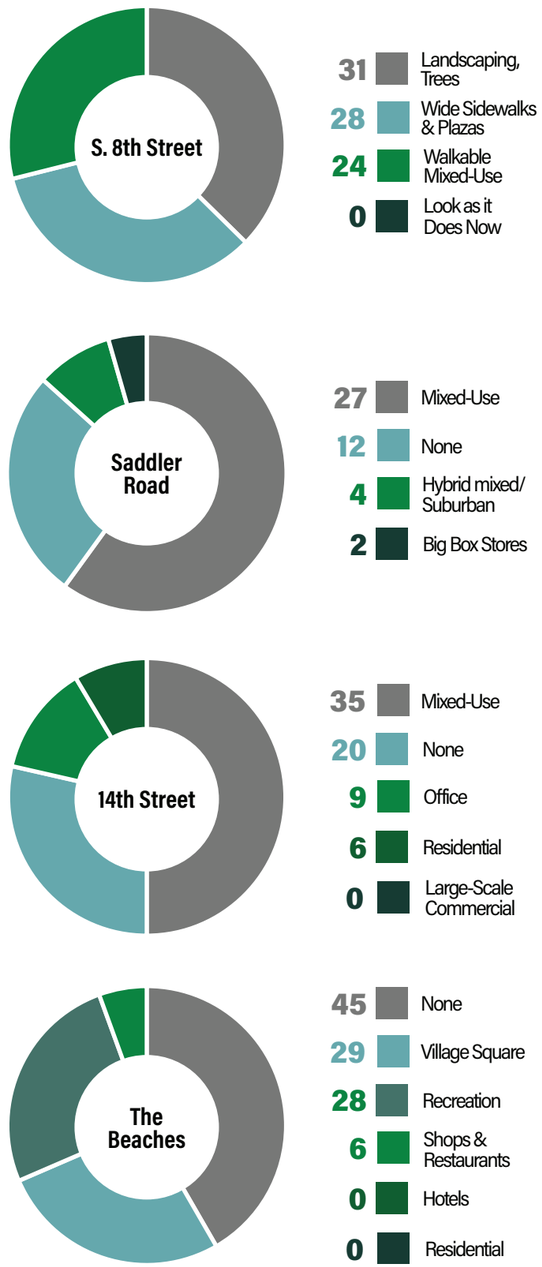
14th Street is currently a corridor comprised of a disjointed mix of uses and identities including single family houses, suburban commercial, multi-family residential, and small offices. When asked what type of uses and developments would be most appropriate for this area the most popular option was mixed-use. The second most popular option was no development with few people supporting stand-alone residential or office developments. No participants supported large-scale commercial development along 14th Street.

Present-day Saddler Road has an eclectic mix of commercial developments between S. 8th Street and Fletcher Avenue including big-box stores, shopping plazas, hotels, fast-food restaurants, and a few free-standing office buildings. The road currently operates as a 4-lane highway to reach the beaches. Sidewalks are present on both sides but pedestrian activity is limited to the areas between the hotels and Seaside Park. Participants showed strong support for making the area a mixed-use corridor with nearly 60% of the votes. The second most popular option was no development with less than half of the votes. Few participants wanted to continue the development pattern of shopping plazas and big-box stores.

In the last area, participants were asked to provide input on the type of development they preferred at the Main and Seaside Beach areas. As shown in Figure B.17, the public indicated through their votes that the areas along the coastline were nearing capacity and didn't want to see additional development. If development were to continue in these areas, it is preferred that it be limited to a small area around Main and Seaside park. These areas should be maintained as village centers with small shops, local restaurants, and other pedestrian scaled development. There was little to no support for large-scale commercial, residential, or hotel/ resort development along the beach. Recreation was another popular choice.

Figure B.17: *Streetscape Elements Results*

What kind of development or improvements would you like to see along the following streets? Choose all that apply.



Housing Station

Next up was the Housing Station. First, participants were asked what type of housing is appropriate for Fernandina Beach. Single-family homes were the overwhelmingly popular choice with duplexes coming in second. Townhouses, small apartment buildings, and carriage houses received some support while large apartment complexes were the most unpopular choice receiving only one vote.

Participants were asked if they would support a development with increased density if the structure blended in with the characteristics and aesthetics of the neighborhood. Three-quarter of respondents (74%) voted no.

Figure B.18: *Housing Station Results*

Which of the following housing types are appropriate for Fernandina Beach?

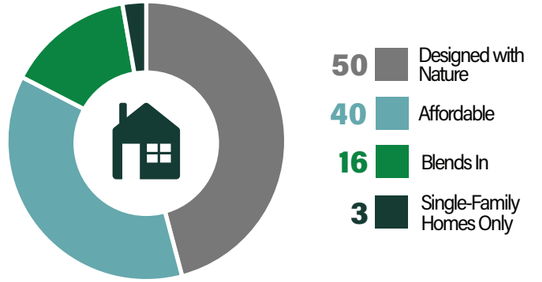
Development Type	Vote
Single-Family House	40
Duplex	23
Townhouse	15
Small Apartment Building	15
Carriage House	13
Medium Apartment Building	8
Quadplex	4
Large Apartment Complex	1

Would you support denser housing if the building visually blended into the existing community?

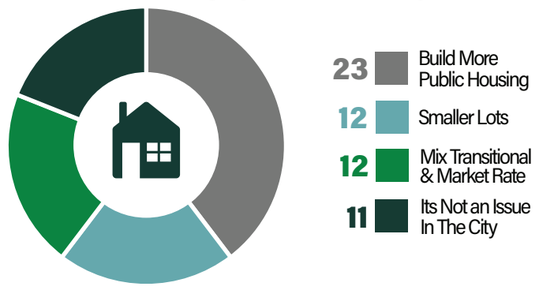
Workshop participants identified the need for new developments to design their projects around the site's natural elements as the most important factor in new residential development. This is consistent with the loss of natural features ranking highly as a concern.

The last part of the Housing Station asked participants to choose the best strategy the City could take to increase the number of affordable housing options in Fernandina Beach. The results were relatively split with no overwhelming favorite. Constructing more public housing units took the top spot while the other choices received approximately the same amount of support among each other. Final results of the Housing Station are shown in Figure B.18.

What is the most important factor in new residential development?



What is the best strategy to get more affordable housing options in the City?



Transportation Station

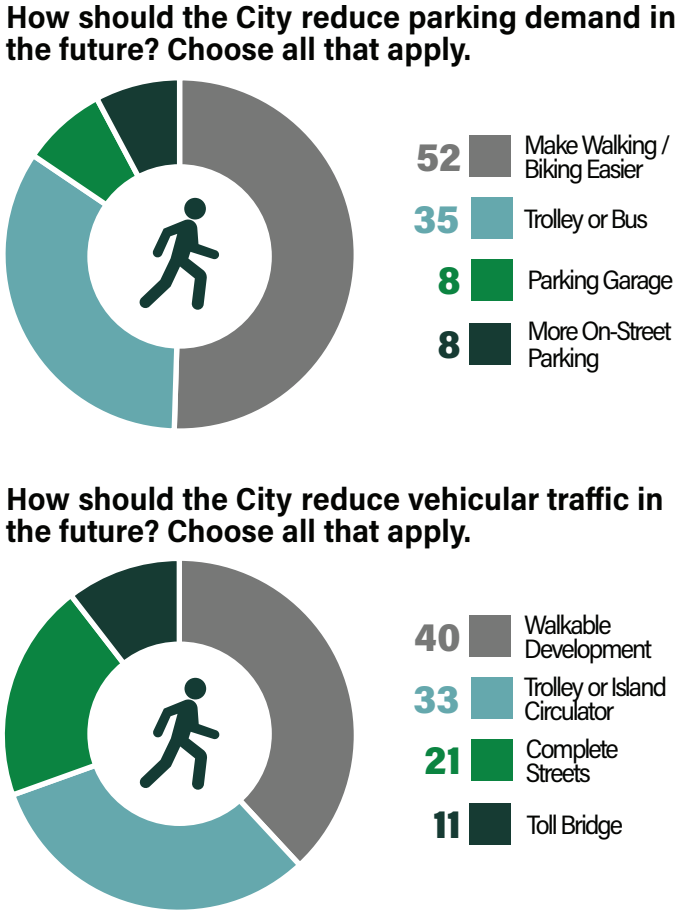
The final station was dedicated to transportation and mobility. This station was used to gain insight on how the public thinks people should navigate Fernandina Beach in the future.

A major concern identified by stakeholders and the public was the lack of available parking, especially in the downtown area and near the beaches. Participants were asked to identify what they believed was the best way to reduce the demand for parking in these areas and across the City (see Figure B.19). More than half of the respondents supported the idea of making biking and walking safer. This would allow residents to feel more comfortable navigating their city without their personal vehicles.

Another issue brought up was the increase of traffic on the island. Due to the historic nature of much of Fernandina Beach, most roads cannot be widened for increased capacity. Therefore, people must get around in a more efficient manner. As illustrated in Figure B.19, over a third of participants identified that new development or redevelopment should be walkable in nature, allowing residents to get around without a car. The use of an island circulator or trolley system also polled high, with nearly a third of participants.

The results from the Transportation Station shown in Figure B.19 combined with the survey results show there is a public desire to make Fernandina Beach a more walkable and bikeable city and offer more modes of mobility across the island.

Figure B.19: *Transportation Station Results*



APPENDIX C

RESOURCES & CASE STUDIES

Prepared For

CITY OF FERNANDINA BEACH • FL

Prepared by

WGI

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I. ENVIRONMENTAL SUSTAINABILITY & RESILIENCY

The following section identifies resources and case studies to help implement the Vision Plan's goals for Theme 1: Environmental Sustainability & Resiliency.

A. Protect & Increase the Tree Canopy

Toronto Urban Forestry Master Plan

As the importance of urban trees has become more apparent in recent years, several cities have developed comprehensive and detailed urban forestry master plans that can be used by Fernandina Beach as a guide. The Toronto Urban Forestry program is a good case study that comprehensively looks at the challenges urban trees face in growing and urbanizing areas and identifies strategies to mitigate those challenges. One innovative approach the Toronto plan utilizes is considering potential canopy growth of a parcel by land usage. This gives the city a broad overview of potential planting areas at a city-wide level. The plan also identifies the unique challenges trees experience in urban areas including forest fragmentation, soil quality and volume, soil compaction, air quality, and stormwater quantity and quality. Lastly, the plan created a mortality study for new street trees to better pinpoint the reasons why some newly planted street trees do not survive their first few years.

https://www.toronto.ca/data/parks/pdf/trees/sustaining-expanding-urban-forest-management-plan.pdf

Shopping Center Redevelopment

Redevelopment offers another opportunity to increase tree canopy, especially in areas that do not have a lot of existing trees. For example, the large shopping plazas in the 5 Points area could be redeveloped in the next 25 years. Traditional suburban shopping centers like Amelia Plaza, Island Walk, and Saddler Square have been falling out of fashion nationwide. Many of these types of developments have been retrofitted to include pedestrian areas, greenspace, and an abundance of trees. A good case study is the Gulf Coast Town Center near Ft. Myers, FL. This development is populated with big-box retail stores like Amelia Plaza or Island Walk but it is designed in a more pedestrian friendly way. The additions of greenspace, wide sidewalks, and landscape features allows the development to support a small forest of trees. This project shows that you can support a similar retail mix and design it in a way that maximizes its contribution to the City's urban tree canopy.

https://www.gulfcoasttowncenter.com/

B. Increase Acreage of Land Dedicated to Recreation & Conservation

CLAM Program - Nassau County

A good case study example of a CLAM Program is Nassau County's Conservation Land Acquisition & Management (CLAM) program. The program was developed by the county with the assistance of the North Florida Land Trust to "preserve and conserve the county's natural, historic, and working lands resources by identifying, ranking, and assessing conservation lands for acquisition and management". CLAM utilizes a GIS-based map and database to identify, analyze, and rank parcels being considered for acquisition. A similar program is currently being considered by the City's Planning & Conservation Department. Completion and implementation of this program is critical to maximizing the efficiency of the City's land conservation strategy.

https://maps.nassauflpa.com/portal/apps/opsdashboard/index.html#/8749e68a9bbf471cb2d5ff3bf61d25c8

C. Remove All Septic Tank

Septic Tank Removal Program - Jacksonville

Several cities in Florida have undertaken septic tank removal programs to address ground pollution, blue-green algae blooms, red tide, and other environmental and health issues in the last few years. Two examples are Jacksonville and Naples. These programs offer a guide on how to transfer residents from a septic tank to a City sewer system. They also offer insight into some of the challenges faced by the City's undertaking this type of program. For example, Naples has received public push back from the program due to a lack in communication with the public. This resulted in complaints about residents unable to access their homes during sewer installation, noise complaints from construction, and fears about access for emergency vehicles. Lessons learned from these programs gives Fernandina Beach insight on how to better execute its strategy.

https://www.jea.com/in_our_community/construction_projects/septic_tank_phase_out/

D. Further Improve Protections of Wetlands & Coastal Areas

Green Infrastructure Adaptation Plan - Melbourne, FL

A highly effective way to protect surface water quality is to utilize low-impact development strategies to collect and filter stormwater runoff before it reaches rivers, streams, ponds, and other surface water features. Cities have begun using low-impact development strategies to control stormwater runoff. The Town of Melbourne Beach was awarded a grant from FDEP to assist in the preparation for comprehensive plan amendments to the Coastal Management Element for the Melbourne Beach Comprehensive Plan and the Evaluation and Appraisal Report (EAR). This grant lead to the creation of their Green Infrastructure Adaption Plan. This plan contains recommendations for potential projects,project locations, renderings, strategies, potential constraints, and next steps that the Town can implement.

http://ftp.ecfrpc.org/Projects/Melbourne%20Beach%20Green%20Infrastructure%20Adaptation%20Plan.pdf

E. Increase City's Resiliency to Climate Change, Storm Surge, & Sea Level Rise

Adaptation Action Areas

An Adaption Action Area is "a designation in the coastal management element of a local government's comprehensive plan which identifies one or more areas that experience coastal flooding due to extreme high tides and storm surge, and that are vulnerable to the related impacts of sea-levels for the purpose of prioritizing funding for infrastructure needs and adaption planning". An Adaption Area Framework is used to help develop and frame recommendations.

https://floridadep.gov/sites/default/files/CRI_AAA_Planning_Guidebook_for_Florida%27s_Local_Government.pdf

Special Assessment Areas

A special assessment is an additional property tax assessed by the local government to pay for their property and neighborhood projects. The tax goes toward a specific geographic region known as a special assessment district, and the property owners in that area are the only ones who must pay. These can be levied in Fernandina Beach to pay for flooding and storm surge protection projects along Egans Creek, Escambia, and the Beach areas.

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0197/Sections/0197.363.html

II. PRESERVATION OF CHARACTER

The following section identifies resources and case studies to help implement the Vision Plan's goals for Theme 2: Preservation of Character.

A. Ensure Preservation & Upkeep of Historic Assets

Cemetery Upkeep - Savannah

Restoration and repair of the Bosque Bello Cemetery is critical in preventing the property from deteriorating beyond repair. A major obstacle restoring the cemetery is the legal jurisdiction of who is responsible for headstone and enclosure repairs. Currently, owners of the burial plot are responsible for upkeep, preventing the cemetery from restoring headstones in the older sections of the cemetery when plot owners cannot be found and contacted. A strategy that can circumnavigate this impasse is to adopt a 50–70-year rule that would allow the cemetery to repair headstones and enclosures after the allocated timeframe and if no owners can be contacted or found after an exhaustive search. The City of Savannah's Code of Ordinances (Chapter 3 Section 4-3020) provides a good case study on which to base a future City ordinance.

http://online.encodeplus.com/regs/savannah-ga/doc-viewer.aspx?secid=1052#secid-1052

B. Preserve the Existing Building Stock

Historic Preservation Standards - Cincinnati

Several cities throughout the United States have bolstered their historic preservation guidelines in their municipal codes. A good case study relevant to Fernandina Beach is the City of Cincinnati, OH. The City contains Over-the-Rhine, one of the largest intact historic neighborhoods in the county. The City amended its municipal code to be more favorable to historic preservation and hold building owners more accountable. Elements of the municipal code (Chapter 1435 – Historic Preservation) that have been implemented include

- a Certificate of Appropriateness must be obtained before a demolition permit can be issued;
- minor repairs and maintenance that do not alter the appearance of the building do not need to be reviewed. This is to prevent the deterioration of existing structures; and
- owners must demonstrate that the existing structure cannot be renovated or reused for any use or reasonable economic return.

The code changes helped preserve the Over-the-Rhine neighborhood and strict urban design and architectural guidelines have established it as a premier historic neighborhood. Similar code language in the Fernandina Beach LDC could incentivize developers to adaptively reuse existing structures for their development by making demolition requirements more stringent even for non-designated structures. The strategy of preserving structures beyond the Historic District and those that are designated historic align with Objective 11.08 of the Comprehensive Plan.

https://library.municode.com/oh/cincinnati/codes/code_of_ordinances?nodeId=TIXIZOCOCI_CH1435HIPR

C. Ensure New Buildings Are in Line With the Community's Character

Hybrid Form Based Code

A major problem with developing buildings and neighborhoods that have the same scale, character, and charm of historic districts is that Euclidean based codes do not allow for their development. Euclidean codes are more focused on a building's use and parking ratio than form, architecture, and context. The best way to circumnavigate these restrictions is to adopt a form-based code. These codes allow for buildings that better align and complement the urban form of older neighborhoods. According to Smart Growth America, *"form-based code is a land development regulation that fosters predictable built results and a high-quality public realm by using physical form (rather than separation of uses) as the organizing principle for the code. Form-based codes address the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks."*

There are several benefits to adopting a form-based code. Daniel Harrings of Strong Towns identifies 6 main benefits.

1. **Encourages Revitalization:** Form-based codes promote the reuse of existing structure in creative ways without having to worry about extensive use restrictions. They also are beneficial to local and small-scale developers by creating an approval process that is predictable and streamlined.
2. **Promotes Affordable Housing:** Form-based codes allow for new housing that matches the look and feel of a place, but creates flexibility for housing options like cottage courts, accessory dwelling units, pocket neighborhoods, and other various homes that meet the needs of lower-income and senior residents.
3. **Helps Small Businesses:** Form-based codes de-emphasize the use of a building and focus on how buildings fit into their surrounding context. This strategy allows for the establishment of corner stores, live-work spaces, and neighborhood coffee shops not usually allowed in traditional Euclidian zoning. Form-based codes also allow for commercial spaces with smaller footprints that are more attractive to local businesses, whereas Euclidian zoning encourages large, single-use structures favored by national chains.
4. **Promotes Walkability:** Good walkable neighborhoods apply the principle of the 15-minute city where a person can access all their basic services within a 15-minute commute from their home. Form-based codes make it easier to achieve these neighborhoods by allowing for a mix of businesses, services, restaurants, and cafes in the same area.

5. **Preserve a Sense of Place:** One of the most enjoyable aspects of a historic neighborhood is its strong sense of place, the feeling that you are in a unique and special area. Many of the most cherished historic areas in America like historic Savannah, Annapolis, and coastal towns in New England are characterized by their architectural fabric comprised of a diversity of buildings unified by a cohesive look or style. Form-based codes allow for harmonious and cohesive neighborhoods while allowing for a diversity of uses and building types.
6. **Stop Regulating the Wrong Things:** Form-based codes regulate how the everyday citizen will interact with a building and how to make that interaction pleasant convenient, and enjoyable.

https://www.strongtowns.org/journal/2020/6/8/6-reasons-your-city-needs-a-form-based-code

Reverse Engineering Architectural Standards - Coral Gables

A good case study for the development of form-based code regulations is Coral Gables, Florida. The City realized that many of the historic buildings loved by the community could not legally be constructed under Euclidean zoning standards. This led to the reverse engineering of their development code. They looked at historic buildings and neighborhoods that the city wanted to emulate and determined what regulations would allow that type of structure to be built. The end result was a form-based code that encouraged development that was more in line with the historic vision for the city and complimented the old urban form of the community.

https://codehub.gridics.com/us/fl/coral-gables

Best Practice Manuals - Coral Gables

Coral Gables also developed best practices guidebooks to help developers and architects better design their buildings or additions to the character and charm of the community. These books identified existing buildings in the City that were considered exemplary examples of what new construction should look like, and identified architectural features and massing of the structure. One of the most beneficial and effective elements of the guidebooks is that they include dimensions of architectural features. These help architects design new buildings that are in proportion and in the correct scale of existing neighborhood buildings. Lastly, to encourage architects and developers to adhere to the best practices guidebooks, the City offers a design bonus to developments that strictly adhere to the document's design principles (Sec. 5-200).

https://www.coralgables.com/departments/DevelopmentServices/medbonus

Neighborhood Conservation Districts

Preserving the character of a City is challenging. Many Cities attempt to regulate new development to match the character of the City as a whole. However, a City is made up of many different neighborhoods and each has its own unique character. For example, Old Town has a different character than the Southside Neighborhood. Figuring out how to tailor development requirements to these specific neighborhoods or character areas can be challenging.

A good way to solve this predicament is to establish Neighborhood Conservation Districts (NDCs) . These act as an overlay that allows communities to better tailor development requirements to their neighborhood's character. The National Trust for Historic Preservation compiled an Administrative and practices guidebook for the City of Detroit where they explained that "*The uses of an NCD include protecting against teardowns and "mansionization," stopping inappropriate demolition, or regulating neighborhood change by requiring architectural standards, square footage requirements, lot size, or tree conservation. In this way, the neighborhood planning model is well suited to help steer neighborhood change ex ante in the direction of desired outcomes, such as ensuring affordable housing or compatibility of uses when older areas are faced with intensive development pressures.*"

Neighborhood Conservation Districts

Pattern Book - Village of El Portal

Development requirements should be predictable and easily understood by the community. A great way to make these requirements more digestible for the general public is to make them graphic and provide examples. The Village of El Portal used this strategy to develop the Pattern Book. This book acts as the design guidelines for the small village. It illustrates the appropriate architectural styles for the village, identifies and explains basic architectural features, lists appropriate building materials, illustrates proper building massing and orientation, and provides guidance on landscape materials and design. The book is 41 pages, most of them pictures, and easily legible to the average citizen. The Pattern Book also helps board members who review these designs to provide better feedback to an applicant. A similar document could be used to articulate the specific design standards for each NDC in Fernandina Beach. This would make each area's development standards easily understandable to builders, architects, and neighborhood residents.

https://elportal.plusurbia.com/patternbook/

D. Reinforce Community's Social Networks & Small Town Character

Open Space Requirements - Dublin, OH

Form-based codes are the best way to allow this type of redevelopment. A good case study found in Dublin, Ohio. The suburban city adopted a form-based code for its historic downtown and surrounding area to encourage walkable, human-scale development. An important aspect of this code was the inclusion of public space requirements that mandate redevelopment projects including well designed public plazas, walkways, and seating areas to encourage social interaction amongst residents. The code was successful in initiating this kind of development.

https://dublinohiousa.gov/dev/dev/wp-content/uploads/2019/05/BSD-Code-Amended-4-26-21.pdf (Page 80)

Village Commons Plaza - West Palm Beach

Public gathering spaces can be included in more suburban style developments as well. The Village Commons Shopping Center in West Palm Beach is a typical suburban commercial development. However, what differentiates it from other strip malls is the inclusion of a well-designed public gathering space. The plaza at the Village commons contains seating, trees, landscaping, and a fountain. Restaurants in the shopping center have their dining patios spill over into the plaza and local musicians use it as a performance space in the evenings.

https://www.google.com/maps/@26.7135952,-80.1016036,111m/data=!3m1!1e3

III. LIVABILITY

The following section identifies resources and case studies to help implement the Vision Plan's goals for Theme 3: Livability.

A. Better Balance Tourism With the Needs of Residents

High Tourism Impact Tax

In addition to any other tourist development tax imposed, a county with a high tourism impact may levy an additional 1% tax on the total amount charged for transient rental transactions. The proceeds must be used according to s. 125.0104(5), F.S. The provisions in s. 125.0104(4)(a)-(d), F.S., regarding the preparation of the county tourist development plan do not apply to this tax.

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0125/Sections/0125.0104.html

Paid Parking Program - Cocoa Beach

The use of paid parking programs to create revenue from visitors and is a mechanism to control parking management. Some cities have developed tiered payment structures that allow residents of the city to pay less for a parking permit than visitors. This strategy allows locals to easily enjoy the amenities of their community while maximizing revenue streams from tourists. Cocoa Beach is an example of this strategy. The City allows its residents to purchase parking permits for $20 a year while charging out of town guests $75. This strategy could be utilized by Fernandina Beach to develop a program where city residents can obtain a parking permit for a small fee or for free and institute an hourly paid parking program for all public spaces. Tourists and out of town visitors would have to feed the meter while city residents who obtain a permit would be exempt from all parking fees. Revenue from the parking program can be used to fund other programs, projects, or initiatives for the City.

https://www.cityofcocoabeach.com/541/Parking-Permits

City	Public Parking Revenues
Jacksonville Beach	$200,249
St. Augustine	$2,222,000
New Smyrna Beach	$1,000,000
Cocoa Beach	$2,385,000

Source: FY20-21 City Budgets

B. Improve Living Conditions of Seniors

CAPABLE Program

Community Aging in Place—Advancing Better Living for Elders (CAPABLE) is a program offered through the Johns Hopkins School of Nursing for low-income seniors to safely age in place. The approach teams a nurse, an occupational therapist, and a handy worker to address both the home environment and uses the strengths of the older adults themselves to improve safety and independence.

https://nursing.jhu.edu/faculty_research/research/projects/capable/

C. Expand Affordable Housing Opportunities

Affordable Housing Bonus - St. Johns County

The Workforce/Affordable Housing Density Bonus accommodates provisions for the Development of housing affordable to very low, low, and moderate income households in fulfillment of policies of the Future Land Use and Housing Elements of the St. Johns County Comprehensive Plan. For purposes of this Section, Workforce/Affordable Housing is defined as housing for which monthly rents or monthly mortgage payments (including taxes and insurance) do not exceed thirty percent (30%) of gross household annual income.

http://www.co.st-johns.fl.us/longrangeplanning/media/LDC/ArticleV.pdf (Sec 5.07 pg 44)

D. Maintain Socio-Economic Diversity

N/A

IV.FUTURE READY INFRASTRUCTURE, UTILITIES, & PUBLIC FACILITIES

The following section identifies resources and case studies to help implement the Vision Plan's goals for Theme 4: Future Ready Infrastructure, Utilities, & Public Facilities.

Future ready means that the City's infrastructure, utilities, and public facilities will meet their current needs, while building a flexible, reliable, scalable to handle future requirements, trends, and technology

A. Establish a Resilient Smart Grid, Electric Vehicle Charging Network, & Improve Broadband Access

Dig Once Policy

A strategy to increase access to broadband that has been adapted in California, Indiana, and North Carolina is the "dig once policy". This means that during the construction or repair of a road or an underground utility, agencies can leverage rights-of-way to simultaneously install conduit or run fiber at a lower cost. This strategy allows for minimal construction disruption while reducing the cost of installing broadband infrastructure. Fernandina Beach should coordinate streetscape projects, water/sewer line upgrades, broadband installation, and the burying of overhead power lines so that all of these elements can be accomplished at one time for a more affordable price than undergoing these projects separately.

https://www.ncbroadband.gov/technical-assistance/playbook/policy-broadband/dig-once-policies

Electric Vehicle Compatible Building Code

The first strategy is to ensure that all new buildings are compatible with electric vehicle charging installation and operation by updating the building code. This makes the transition to an electric vehicle easier and more appealing as well as making a property more appealing for those who already own an electric vehicle. Good case studies of cities that have adopted electric vehicle ready building codes include Atlanta, Georgia (Ordinance 17-0-1654) and Boulder, Colorado (Section K111).

https://library.municode.com/ga/atlanta/ordinances/code_of_ordinances?nodeId=869232

https://assets.bouldercounty.org/wp-content/uploads/2017/03/building-code-2015.pdf (pg 20)

Electric Vehicle Task Force - San Jose

Another strategy is to streamline the permitting process for electric vehicle charging infrastructure. A recommended strategy is to create a task force to examine potential roadblocks in the permitting process and recommend improves to expedite the process. San Jose, California is an example of a municipality that used this strategy, and the results were codified in Chapter 17.88(4) of the LDC.

https://library.municode.com/ca/san_jose/codes/code_of_ordinances?nodeId=TIT17BUCO_CH17.88ELVECHSTEXBUPEPRELVECHST

Electric Vehicle Charging Network Partnership

An electrical vehicle charging network can be built and expanded through partnerships with local utilities. Utility companies can install, own, and operate public electric vehicle charging stations. Utility companies can also enter into special contracts with apartment complexes where participating residents get access to a charging station in exchange for an extra fee on their electric bill.

Climate Mayors Electric Vehicle Purchasing Collaborative

The Climate Mayors Electric Vehicle Purchasing Collaborative is a network of over 400 municipalities throughout the United States that leverage the buying power of Climate Mayors to reduce the costs of electric vehicles and installing charging infrastructure. The collaborative also has additional resources including training, best practices, educational resources, and data analysis support.

https://climatemayors.org/ev-purchasing-collaborative/

B. Incorporating Sustainable Future Proofing (SFP) Design Principles into Public Facilities

Principles of Future Proofing

Future proofing is the process of anticipating the future and developing methods of minimizing the negative impacts while taking advantage of positives. The Principles of Future Proofing were developed as a broader definition of resiliency. They include concepts of resilience, sustainable design, and life-cycle analysis, as well as addressing climate change and cultural heritage preservation.

http://principlesoffutureproofing.com/10-principles/

V. MOBILITY & TRANSPORTATION

The following section identifies resources and case studies to help implement the Vision Plan's goals for Theme 5: Mobility & Transportation.

A. Complete Sidewalk & Bike Networks

Vision Zero

Vision Zero is a strategic shift in traditional traffic management and infrastructure design in two major ways.

1. Vision Zero recognizes that people will sometimes make mistakes, so the road system and related policies should be designed to ensure those inevitable mistakes do not result in severe injuries or fatalities. This means that system designers and policymakers are expected to improve the roadway environment, policies (such as speed management), and other related systems to lessen the severity of crashes.
2. Vision Zero is a multidisciplinary approach, bringing together diverse and necessary stakeholders to address this complex problem. In the past, meaningful, cross-disciplinary collaboration among local traffic planners and engineers, policymakers, and public health professionals has not been the norm. Vision Zero acknowledges that many factors contribute to safe mobility -- including roadway design, speeds, behaviors, technology, and policies -- and sets clear goals to achieve the shared goal of zero fatalities and severe injuries.

To become a Vision Zero City, Fernandina Beach will need to form a coalition focused on safety and injury prevention. Once the coalition is in place the City will adopt a Vision Zero resolution and add a Vision Zero element into its Comprehensive Plan. Then, the coalition will need to begin the process of collecting baseline data including the location of crashes, their severity, and if any patterns or common themes arise in why they occur. At this point the coalition needs to reach out to the public to solicit feedback on why people feel unsafe walking or riding their bikes around town. The coalition should inquire with school children, parents, cyclists, the High School Foundation, and any other resident that has safety concerns. This process will give the coalition data on the trouble spots and major issues that are causing traffic accidents in the City and begin the process of identifying solutions.

https://visionzeronetwork.org/about/what-is-vision-zero/

The Florida Department of Transportation has adopted Vision Zero into its Strategic Highway Safety Plan

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/safety/shsp-2021/shsp_mar21.pdf?sfvrsn=5452dad_0

Vision Zero Action Plan - Orlando

In December 2017, Mayor Buddy Dyer signed a resolution to adopt a Vision Zero Action Plan. The Vision Zero Orlando Action Plan outlines strategies to reduce crashes. It also describes ways to share the progress of the program's goals with the community.

https://www.orlando.gov/files/sharedassets/public/initiatives/vision-zero/vision-zero-action-plan-orlando-2021.pdf

Vision Zero Toolkit - Boston

The City of Boston, Massachusetts is a good case study for Vision Zero implementation. Their program has also developed a Vision Zero safety toolkit that can be used to retrofit existing infrastructure or be used in new streetscape designs to lessen the likelihood of traffic deaths and injuries. Strategies include

- clear corners;
- crossing islands;
- curb bump-outs;
- hardened centerlines;
- in-street "Yield to Pedestrians" signs;
- pedestrian warning signs;
- high-visibility crosswalks;
- raised crosswalks;
- raised intersections;
- pedestrian crossing flashing-lights;
- road right-sizing;
- protected bike lanes;
- slow turn wedges;
- stop signs; and
- T-intersections.

https://www.boston.gov/departments/transportation/street-safety-toolkit

Safe Routes to School Imitative

The Safe Routes to School program is a concept is to increase the number of children from grade school to high school who walk or bicycle to school by funding projects that remove the barriers currently preventing them from doing so. Florida's Safe Routes to School (SRTS) program helps cities throughout the state address their school transportation needs and encourage more students to walk or cycle to school. Fernandina Beach would be a prime candidate City to initiate a program since a large amount of residential development is within walking distance of the schools. Guidelines, tool kits, and additional resources are found on the Safe Routes to School website.

http://floridasrts.com/

AARP Walk Audit Guide

There are several case studies and toolkits available to help communities looking to do a walk audit. The AARP Walk Audit Tool Kit provides a step-by-step guide for conducting these types of studies. Scott County, Iowa developed their own tool kit based off AARP. Both tool kits are free and open to the public to use as a resource to conduct your own community walk audit.

https://www.aarp.org/livable-communities/getting-around/info-2014/aarp-walk-audit-tool-kit.html

Bike Friendly Community Standards

Amelia Island is currently a Bronze Level Certified Bike Friendly Community. The League of American Bicyclists' website has a detailed graph identifying the requirements for each level.

http://bikeleague.org/sites/default/files/BFC%20infographic.pdf

B. Improve Accessibility for Seniors & Disabled Residents

Disabled Citizen Working Group - Athens, OH

One of the easiest and most effective ways to identify mobility issues for disabled residents and develop solutions is to reach out to the disabled community and listen to their experiences navigating the City. The City of Athens, Ohio, a small city of 25,000, established a Disabilities Commission to provide a means for the concerns of people with disabilities to be heard, to advocate for public policy change, and to provide expertise to the community on disabilities. The commission is comprised of 11 members appointed by the mayor and confirmed by the City Commission. The Commission's duties are to:

- Make recommendations to the Athens city government on city services related to the needs of persons with disabilities;
- Act as liaison between members of the community and local government;
- Respond to questions from the public, local government, and community;
- Consult with Athens city officials, council, and citizens;
- Inform the city of grant opportunities; and
- Submit activity reports and recommendations to the Athens City Council.

Universal Design

Universal Design is "the design and composition of an environment so that it can be accessed, understood, and used to the greatest extent possible by all people regardless of their age, size, ability, or disability." This approach is based off 7 primary principles.

1. Equitable Use: the design is useful and marketable to people with diverse abilities.
2. Flexibility in Use: The design accommodates a wide range of individual preferences and abilities.
3. Simple & Intuitive Use: Use of the design is easy to understand, regardless of the user's experience, knowledge, language skills or current concentration level.
4. Perception Information: The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.
5. Tolerance for Error: The design minimizes hazards and the adverse consequences of accidental or unintended actions.
6. Low Physical Effort: The design can be used efficiently and comfortably and with a minimum of fatigue.
7. Size and Space for Approach and Use: Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture, or mobility.

Using Universal Design principles creates a more equitable experience for all users of public facilities and recreation amenities.

https://universaldesign.ie/what-is-universal-design/

C. Establish Transit Options around the Island

Trolley Tracker App - West Palm Beach, FL

West Palm Beach operates several free trolley lines in its downtown districts. These trolleys are operated by the West Palm Beach Downtown Development Authority (DDA) and funded through a special taxing district. The trolleys are advertised by the DDA throughout the downtown area and a trolley tracking app was developed for users. These are elements that the Island Hopper lacked as over 35% of public survey respondents did not know the service was available or how to use it, and 17% found the system inconvenient.

https://downtownwpb.com/things-to-do/trolley-tracker-app/

FreeBee Microtransit Service

The City of Delray Beach has been offering a free, door to door, on demand transportation service in its downtown and adjacent neighborhoods. The service is run by the Delray Beach Community Redevelopment Agency (CRA) and is funded through tax increment revenues. The program operates low-speed, battery operated electric vehicles that can be requested via an app. It is run by FreeBee, a South Florida electric transportation company. The City began offering the service as an alternative to its trolley circulator that was seeing low ridership numbers. The trolley is being discontinued and City is focusing on enhancing its transportation services through microtransit programs like the FreeBee.

https://www.delraybeachfl.gov/government/city-departments/public-works/transportation-traffic/downtown-shuttle-service