



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
APRIL 19, 2022
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Reverend Bernard Thompson of New Zion Missionary Baptist Church.

4. PROCLAMATION / PRESENTATION

4.1 PROCLAMATION - NATIONAL ARBOR DAY - *Recognizing April 19, 2022, as "National Arbor Day." Planning and Conservation Department Urban Forester David Neville will be in attendance to accept.*

4.2 BUDGET SUMMARY - *Comptroller Pauline Testagrose will answer any questions regarding the budget summary for March 2022.*

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

6. CONSENT AGENDA

6.1 SCRIVENER'S ERROR CORRECTION - AWARD OF ITB 22-05 - DOCKWORKS OF NORTHEAST FLORIDA DBA C&H MARINE CONSTRUCTION - RESOLUTION 2022-61 AWARDING ITB 22-05 TO DOCKWORKS OF NORTHEAST FLORIDA DBA C&H MARINE CONSTRUCTION; ESTABLISHING A PROJECT BUDGET IN AN AMOUNT NOT TO EXCEED \$100,000.00; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Corrects a Scrivener's error in the account number for the project.*

6.2 FACILITIES USE AGREEMENT - 117TH AIR CONTROL SQUADRON - RESOLUTION 2022-67 APPROVING A FACILITIES USE AGREEMENT WITH THE 117TH AIR CONTROL SQUADRON, GEORGIA AIR NATIONAL GUARD FOR USE OF AIRPORT PROPERTY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Facilities Use Agreement with the 117th Air Control Squadron, Georgia Air National Guard for use of Airport property.*

6.3 BUDGET TRANSFER - UTILITIES DEPARTMENT - RESOLUTION 2022-68 APPROVING A UTILITIES DEPARTMENT BUDGET TRANSFER FOR FISCAL YEAR 2021/2022; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves an Utilities Budget Transfer for*

FY2021/2022 to accommodate an increase in cost associated with permit fees and electrical installation for Project #22030.

- 6.4 **AUTHORIZATION TO DEFEND - ESTATE OF JARVIS SULLIVAN - RESOLUTION 2022-69** AUTHORIZING THE CITY ATTORNEY TO DEFEND THE CITY IN CERTAIN LITIGATION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City Attorney to work with the City claims administrator to defend the City of Fernandina Beach in the matter of Lorraine Hutchinson Sullivan, as administrator of the Estate of Jarvis Sullivan v. City of Fernandina Beach, et al., Case No: 3-22-CV-00267, in the United States Middle District Court Court for the State of Florida.*
- 6.5 **LEASE AGREEMENT - LANDMARK MODERNIZATION CONTRACTORS - RESOLUTION 2022-70** APPROVING THE LEASE AGREEMENT WITH LANDMARK MODERNIZATION CONTRACTORS FOR AN AERONAUTICAL GROUND LEASE AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a lease agreement with Landmark Modernization Contractors for aeronautical use at the Fernandina Beach Municipal Airport.*

7. RESOLUTIONS

- 7.1 **BOND REFERENDUM DIRECTION - RESOLUTION 2022-66** DIRECTING THE CITY MANAGER TO PREPARE A RESOLUTION FOR A BOND REFERENDUM; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Directing the City Manager to prepare a list of projects requiring significant funding that would be appropriate for a bond referendum.*
- 7.2 **MUTUAL AID AGREEMENT - SECOND AMENDMENT - NASSAU COUNTY SHERIFF'S OFFICE - RESOLUTION 2022-71** AUTHORIZING THE SECOND AMENDMENT TO THE COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE NASSAU COUNTY SHERIFF'S OFFICE; AUTHORIZING EXECUTION; PROVIDING FOR FILING OF THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Second Amendment to the Mutual Aid Agreement between the Fernandina Beach Police Department and the Nassau County Sheriff's Office to provide for the implementation of the Enforcement Related Secondary Employment program.*

8. ORDINANCE - SECOND READING

- 8.1 **ZONING MAP AMENDMENT - WATERFRONT PLANNED UNIT DEVELOPMENT - ORDINANCE 2022-09** 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; 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.*
- 8.2 **CODE AMENDMENT - TRANSFER OF FUNDS - ORDINANCE 2022-10** AMENDING THE FERNANDINA BEACH CODE OF ORDINANCES BY AMENDING CHAPTER 2, SECTION 412, BUDGET AMENDMENTS / TRANSFER OF FUNDS AUTHORIZING THE CITY MANAGER TO APPROVE INTRADEPARTMENT BUDGET AMENDMENT / TRANSFERS IN AN AMOUNT NOT TO EXCEED \$50,000 AND INTRADIVISION TRANSFERS IN AN AMOUNT NOT TO EXCEED \$20,000; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Synopsis: Amends Section 2-412 of the municipal code by increasing the not to exceed amount of \$7,500 to \$50,000 for the transfer of funds within the same department and \$20,000 within the same division.

9. BOARD APPOINTMENTS

9.1 **AIRPORT ADVISORY COMMISSION** - *one appointment.*

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS

13. MAYOR/COMMISSIONER COMMENTS

14. ADJOURNMENT

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
National Arbor Day

ITEM TYPE: Proclamations

REQUESTED ACTION: None

SYNOPSIS: The attached Proclamation recognizes April 19, 2022, as "National Arbor Day." Planning and Conservation Department Urban Forester David Neville will be in attendance to accept.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Kelly Gibson, Planning Director 4/11/2022

Dale Martin, City Manager 4/12/2022

Date: March 22, 2022

Submitted By: Taylor Hartmann, Planning Technician

COMMISSION ACTION:

Proclamation

WHEREAS, trees provide indescribable beauty, increase property values, enhance economic vitality, produce oxygen, clean the air, reduce temperatures and cooling costs, help capture stormwater above and below ground, provide exceptional wildlife habitat, protect life and, property, as well as provide natural shelter from storms; and

WHEREAS, the City of Fernandina Beach and its citizens recognize the significance of planting, maintaining, and preserving individual trees to sustain and renew the health of our environment and maritime forest; and

WHEREAS, trees are a renewable resource utilized locally for producing cellulose (paper), lumber, and chemicals that are used in thousands of products all over the world; and

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, 2022 marks the City of Fernandina Beach celebrating its 20th year as a designated Tree City USA community and in 2021, the City received its first Arbor Day Foundation “Growth Award”; and

WHEREAS, Fernandina Beach residents recognize the importance of planting, maintaining, and preserving our majestic tree canopy and exceptional maritime forest.

NOW, THEREFORE, I, Michael A. Lednovich, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim Friday, April 29, 2022, as:

“NATIONAL ARBOR DAY”

and I urge all citizens to participate in the day’s celebration to give thanks for our trees every day.

IN WITNESS WHEREOF, I, Michael A. Lednovich, hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 19th day of April, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
 Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Comptroller Pauline Testagrose will answer any questions regarding the budget summary for March 2022.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Pauline Testagrose, Comptroller 4/11/2022

Dale Martin, City Manager 4/12/2022

Date: October 13, 2021

Submitted By: Monica Benischeck, Administrative Services Manager

COMMISSION ACTION:

Monthly Budget Report

March 2022

Overall: This is the sixth report for the fiscal year 2021/2022 and March represents 50.0% of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of March. All recurring expenses have been recorded. Annual maintenance and service contracts have been paid. Finance will monitor expenses and prepare budget amendments to ensure budgeted amounts are not exceeded on a line-by-line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

General Fund: (001)

Total General Fund revenues are at 76.7% of the annual budget. This is due to Property Taxes and Local Business Tax receipts. Year-to-date Property Tax receipts are \$14.6 million dollars or 95.4% of the budget. Local Business Taxes are paid annually and recorded in October. Specific revenue sources we are tracking are detailed below.

	21/22 Budget	Mar 22 YTD \$	Mar 22 YTD %	Mar 21 YTD \$	Mar 21 YTD %
Local Option Gas Tax	366,540	207,504	56.6%	197,934	62.4%
Small County Surtax	2,051,943	1,073,306	52.3%	844,244	59.0%
Half Cent Sales Tax	957,625	522,919	54.6%	422,001	61.8%
Franchise Fees	1,400,000	661,595	47.3%	671,016	46.6%
Total FY 21/22 Bud	4,776,108				
Total FY 20/21 Actual	4,968,287				
Total FY 20/21 Bud	3,872,348				

General Fund expenses are at 38.0% of the budget. Currently the departments over the 50.0% mark are: City Commission, City Clerk, Information Technology, City Attorney, Parks and Non-departmental. This is primarily due to the payments of annual maintenance and consulting contracts.

Special Revenue Funds: (100 - 190)

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

Capital Improvement Funds: (300 - 330)

The Capital Improvement Fund - 300, a debt service payment was made in October on the Fire Truck. Payments and or purchase orders have been issued for Beach Monitoring and Reporting, the Tyler Executime Payroll system, police equipment, the City fuel tank, a Skid Steer for Streets, and the Peck Center Repointing Project.

Golf Course: (410)

The Golf system report segregates Golf Operations, Top Tracer, Pro Shop and Food and Beverage. Separate skews were added along with associated costs to track the items sold for Top Tracer. The revised budget represents staff's latest estimate of both revenues and expenses by cost center. Membership revenue is \$61,505 or 61.8% higher than last year.

Airport: (420)

Revenues exceed expenses primarily due to rent and lease payments. The City closed on the loan for the construction of the Fire Station at the Airport and the transactions were recorded in January.

Sanitation: (440)

Revenues exceed expenses for March. This is due to the timing of Sanitation Services expenses.

Wastewater: (450)

As anticipated in the budget, expenses exceed revenues year-to-date primarily due to higher repairs and maintenance costs for buildings, grounds, and vehicles. Wastewater Charges revenue is slightly higher this March versus last fiscal year by \$58,835 or 2.2%.

Water: (460)

Revenues exceed expenses year-to-date. Water Charges revenue is higher this fiscal year versus last fiscal year by \$80,738 or 4.1%.

Stormwater: (470)

Revenues exceed expenses for March, due to FEMA and State grant revenue.

Marina: (480)

The net contribution, after eliminating the revenue received from FEMA and the transfer from the General Fund, is \$164,292. Both Transient Slip Rental and Diesel Fuel sales are above the 50.0% mark. The purchase order has been issued for the Dredging project.

Fleet: (510)

Revenues exceed expenses for March. This fund is meant to be self-supporting.

Utility Billing and Utility Administration: (520 - 530)

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

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH MARCH 31, 2022**

50.0%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 15,360,898	\$ 14,646,852	\$ (714,046)	95.4%
Sales /Use/Fuel Taxes	2,643,483	1,280,810	(1,362,673)	48.5%
Franchise Fees	1,425,000	678,955	(746,045)	47.6%
Licenses/Permits	384,000	308,814	(75,186)	80.4%
Intergovernmental	1,563,256	801,350	(761,906)	51.3%
Charges for Services	1,748,373	752,430	(995,943)	43.0%
Fines and Forfeitures	26,250	12,648	(13,602)	48.2%
Other	209,626	115,087	(94,539)	54.9%
Subtotal	23,360,886	18,596,946	(4,763,940)	79.6%
Transfers/Reimbursements				
Utility Tax	2,000,000	999,998	(1,000,002)	50.0%
Wastewater	360,000	180,000	(180,000)	50.0%
Water	180,000	90,000	(90,000)	50.0%
Total Revenues (excluding cash balance)	25,900,886	19,866,944	(6,033,942)	76.7%
EXPENDITURES:				
City Commission	406,646	189,356	217,290	46.6%
City Clerk	539,222	296,362	242,860	55.0%
City Manager	476,830	210,235	266,595	44.1%
Finance	732,791	367,588	365,203	50.2%
Information and Technology	834,326	412,232	422,094	49.4%
Human Resources	361,086	175,676	185,410	48.7%
City Attorney	402,595	209,145	193,450	51.9%
Planning	815,440	312,339	503,101	38.3%
Facility Maintenance	789,533	346,132	443,401	43.8%
Police	6,370,760	2,622,033	3,748,727	41.2%
Police - Beach Rangers	86,796	19,479	67,317	22.4%
Fire	4,641,056	2,071,942	2,569,114	44.6%
Fire - Ocean Rescue	566,043	93,775	472,268	16.6%
Building / Permitting	27,120	354	26,766	1.3%
Code Enforcement	268,896	124,748	144,148	46.4%
Streets	1,607,187	601,773	1,005,414	37.4%
Downtown	116,030	26,608	89,422	22.9%
Public Assistance	130,000	49,285	80,715	37.9%
Library	39,591	14,149	25,442	35.7%
Recreation	1,352,979	500,716	852,263	37.0%
Parks	1,452,871	661,269	791,602	45.5%
Peck	344,866	117,249	227,617	34.0%
MLK Center	216,240	70,033	146,207	32.4%
Youth	328,692	121,452	207,240	37.0%
Aquatics	413,867	135,331	278,536	32.7%
Non-Departmental	249,079	133,770	115,309	53.7%
Contingency	98,641	0	98,641	0.0%
Transfers				
Capital Improvements	2,887,708	1,443,855	1,443,853	50.0%
Capital Expansion	52,736	26,368	26,368	50.0%
Golf	100,000	50,000	50,000	50.0%
Cemetery	96,300	48,150	48,150	50.0%
Airport	275,000	137,499	137,501	50.0%
Sanitation	60,000	30,000	30,000	50.0%
Marina	1,042,480	454,630	587,850	43.6%
Subtotal	28,183,407	12,073,534	16,109,873	42.8%
Encumbrances - All Departments		589,452	(589,452)	
Reserves	5,109,227	-	5,109,227	
Total Expenditures (including Encumbrances)	33,292,634	12,662,986	20,629,648	38.0%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(7,391,748)	7,203,957	14,595,706	
Fund Balance, October 1, 2021 (Cash Balance)				
Unrestricted	7,391,748	7,391,748	-	
Fund Balance, March 31, 2022	\$ -	\$ 14,595,706	\$ 14,595,706	

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH MARCH 31, 2022**

50.0%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 2,951	\$ 12	\$ (2,939)	0.4%
110 Federal Forfeiture	21,445	13,935	(7,510)	65.0%
125 Tree Trust	415,096	82,056	(333,040)	19.8%
126 Historic District (HDC)	78,471	8,134	(70,337)	10.4%
130 CDBG - Economic Development	7,233	372	(6,861)	5.1%
135 Land Conservation Trust	208,128	864	(207,264)	0.4%
140 Building Fees Fund	3,675,781	536,771	(3,139,010)	14.6%
145 Wastewater Impact Fees	1,879,874	111,038	(1,768,836)	5.9%
146 Water Impact Fees	342,362	48,567	(293,795)	14.2%
150 Utility Tax	2,489,528	998,539	(1,490,989)	40.1%
170 Cemetery	1,426,762	86,589	(1,340,173)	6.1%
180 Community Redevelopment Area	1,243,792	1,153,460	(90,332)	92.7%
190 Law Enforcement Recovery	187,713	143,923	(43,790)	76.7%
Total Revenues	\$ 11,979,136	\$ 3,184,260	\$ (8,794,876)	26.6%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 2,951	-	\$ 2,951	0.0%
110 Federal Forfeiture	21,445	6,763	14,682	31.5%
125 Tree Trust	415,096	34,671	380,425	8.4%
126 Historic District (HDC)	78,471	-	78,471	0.0%
130 CDBG - Economic Development	7,233	-	7,233	0.0%
135 Land Conservation Trust	208,128	-	208,128	0.0%
140 Building Fees Fund	3,675,781	494,583	3,181,198	13.5%
145 Wastewater Impact Fees	1,879,874	249,998	1,629,876	13.3%
146 Water Impact Fees	342,362	170,002	172,360	49.7%
150 Utility Tax	2,489,528	999,998	1,489,530	40.2%
170 Cemetery	1,426,762	75,563	1,351,199	5.3%
180 Community Redevelopment Area	1,243,792	32,847	1,210,945	2.6%
190 Law Enforcement Recovery	187,713	67,329	120,384	35.9%
Total Expenditures	\$ 11,979,136	\$ 2,131,754	\$ 9,847,382	17.8%

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

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH MARCH 31, 2022**

50.0%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 4,064,023	\$ 1,627,521	\$ (2,436,502)	40.0%
	Expenses				
	General Government	\$ 548,522	178,490	370,032	32.5%
	Information Technology	100,000	-	100,000	0.0%
	Police	85,000	76,988	8,012	90.6%
	Fire	-	-	-	0.0%
	Streets	1,250,000	105,259	1,144,741	8.4%
	Recreation	440,501	51,300	389,201	11.6%
	Parks	-	-	-	0.0%
	Peck	1,625,000	117,896	1,507,104	7.3%
	MLK	-	-	-	0.0%
	Subtotal	<u>4,064,023</u>	<u>529,934</u>	<u>3,534,089</u>	13.0%
	Net Revenues(Expenses)	\$ -	\$ 1,097,587	\$ (1,097,587)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 585,000	\$ 19,884	\$ (565,116)	3.4%
	Admin	1,298,345	61,638	(1,236,707)	4.7%
	Police	474,964	43,292	(431,672)	9.1%
	Fire	763,211	42,469	(720,742)	5.6%
	Sanitation	-	-	-	0.0%
	Recreation	2,877,197	367,092	(2,510,105)	12.8%
	Subtotal	<u>5,998,717</u>	<u>534,375</u>	<u>(5,464,342)</u>	8.9%
	Expenses				
	Admin	\$ 1,301,026	\$ -	\$ 1,301,026	0.0%
	Police	475,892	41,057	\$ 434,835	8.6%
	Fire	1,339,739	57,691	\$ 1,282,048	4.3%
	Recreation	2,882,060	54,715	\$ 2,827,345	1.9%
	Subtotal	<u>5,998,717</u>	<u>153,463</u>	<u>5,845,254</u>	2.6%
	Net Revenues(Expenses)	\$ -	\$ 380,912	\$ 380,912	0.0%
315	American Rescue Plan Act Capital Fund (ARPA)				
	Revenues				
	State Grant	\$ 500,000	\$ 132,645	\$ (367,355)	26.5%
	Other Grant	425,331	3,130,717	2,705,386	736.1%
	Interest	-	11,248	11,248	0.0%
	Cash Balance Forward	2,766,953	-	(2,766,953)	0.0%
	Subtotal	<u>3,692,284</u>	<u>3,274,609</u>	<u>(417,675)</u>	88.7%
	Expenses				
	Admin	\$ -	\$ -	\$ -	0.0%
	Airport	-	-	-	0.0%
	Stormwater	1,256,700	271,992	984,708	0.0%
	Marina	-	-	-	0.0%
	Recreation	2,435,584	731,418	1,704,166	30.0%
	Subtotal	<u>3,692,284</u>	<u>1,003,411</u>	<u>2,688,873</u>	27.2%
	Net Revenues(Expenses)	\$ -	\$ 2,271,199	\$ 2,271,199	0.0%
330	Wastewater Improvement				
	Revenues	\$ 9,642,122	\$ 782,377	\$ (8,859,745)	8.1%
	Expenses	9,642,122	180,324	9,461,798	1.9%
	Net Revenues(Expenses)	\$ -	\$ 602,053	\$ 602,053	0.0%

CAPITAL EXPANSION FUND**PRELIMINARY Mar**

	FY20-21 BALANCE FORWARD	FY21-22 REVENUE	FY21-22 INTEREST	FY21-22 EXPENSES	FY21-22 BALANCE FORWARD
POLICE	429,185.05	43,291.69	1,682.08	41,056.67	433,102.15
FIRE	694,010.93	42,469.09	2,720.00	57,691.03	681,508.99
SANITATION	-	-	-	-	-
RECREATION/PARKS	2,701,707.50	367,092.20	10,588.64	54,714.92	3,024,673.42
ADMINISTRATION	1,248,511.66	61,637.59	4,893.22	-	1,315,042.47
	5,073,415.14	514,490.57	19,883.94	153,462.62	5,454,327.03

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH MARCH 31, 2022**

50.0%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,146,404	\$ 924,321	\$ (222,083)	80.6%
Operating Expense*	1,520,616	788,665	731,951	51.9%
Operating Income (Loss)	(374,212)	135,656	509,868	-36.3%
Non Operating Income (Expense) & Transfers	135,000	47,307	(87,693)	35.0%
Change in Net Position	\$ (239,212)	\$ 182,963	\$ 422,175	-76.5%
Airport Fund 420				
Operating Revenues	\$ 891,599	\$ 477,300	\$ (414,299)	53.5%
Operating Expense*	706,261	277,975	428,286	39.4%
Operating Income (Loss)	185,338	199,326	13,988	107.5%
Non Operating Income (Expense) & Transfers	5,727,499	5,362,082	(365,417)	93.6%
Change in Net Position	\$ 5,912,837	\$ 5,561,407	\$ (351,430)	94.1%
Sanitation Fund 440				
Operating Revenues	\$ 2,927,444	\$ 1,588,103	\$ (1,339,341)	54.2%
Operating Expense*	2,983,246	1,291,096	1,692,150	43.3%
Operating Income (Loss)	(55,802)	297,007	352,809	-532.3%
Non Operating Income (Expense) & Transfers	140,000	42,784	(97,216)	30.6%
Change in Net Position	\$ 84,198	\$ 339,791	\$ 255,593	403.6%
Wastewater Fund 450				
Operating Revenues	\$ 5,576,250	\$ 2,868,112	\$ (2,708,138)	51.4%
Operating Expense*	2,947,532	1,223,812	1,723,720	41.5%
Operating Income (Loss)	2,628,718	1,644,300	(984,418)	62.6%
Non Operating Income (Expense) & Transfers	(2,787,048)	(1,420,664)	1,366,384	51.0%
Change in Net Position	\$ (158,330)	\$ 223,636	\$ 381,966	-141.2%
Water Fund 460				
Operating Revenues	\$ 4,471,262	\$ 2,126,236	\$ (2,345,026)	47.6%
Operating Expense*	2,812,664	1,028,536	1,784,128	36.6%
Operating Income (Loss)	1,658,598	1,097,700	(560,898)	66.2%
Non Operating Income (Expense) & Transfers	(956,423)	(470,984)	485,439	49.2%
Change in Net Position	\$ 702,175	\$ 626,716	\$ (75,459)	89.3%
Stormwater Fund 470				
Operating Revenues	\$ 875,000	\$ 452,211	\$ (422,790)	51.7%
Operating Expense*	917,822	378,178	539,644	41.2%
Operating Income (Loss)	(42,822)	74,033	116,855	-172.9%
Non Operating Income (Expense) & Transfers	1,092,426	339,656	(752,770)	31.1%
Change in Net Position	\$ 1,049,604	\$ 413,689	\$ (635,915)	39.4%
Marina Fund 480				
Operating Revenues	\$ 2,845,385	\$ 1,475,379	\$ (1,370,006)	51.9%
Operating Expense*	2,166,590	1,169,133	997,457	54.0%
Operating Income (Loss)	678,795	306,245	(372,550)	45.1%
Non Operating Income (Expense) & Transfers	808,452	(1,521,203)	(2,329,655)	-188.2%
Change in Net Position	\$ 1,487,247	\$ (1,214,957)	\$ (2,702,204)	-81.7%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 96,000	\$ 81,664	\$ 14,336	85.1%
Airport Fund 420	6,583,441	793,777	\$ 5,789,664	12.1%
Sanitation Fund 440	12,000	4,980	7,020	41.5%
Wastewater Fund 450	1,098,500	354,369	744,131	32.3%
Water Fund 460	1,117,880	121,632	996,248	10.9%
Stormwater Fund 470	2,251,850	358,259	1,893,591	15.9%
Marina Fund 480	1,411,500	342,814	1,068,686	24.3%
Total Enterprise Funds	\$ 12,571,171	\$ 2,057,494	\$ 10,513,677	16.4%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
ENTERPRISE FUNDS
FISCAL YEAR TO DATE THROUGH MARCH 31, 2022**

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	921,626.00	870,330.00	51,296.00	50,002.00		-	101,298.00
Airport (420)	5,749,121.00	1,118,989.00	4,630,132.00	137,498.00		-	4,767,630.00
Sanitation (440)	1,600,887.00	1,296,076.00	304,811.00	30,000.00	-		334,811.00
Wastewater (450)	2,885,972.00	1,848,181.00	1,037,791.00		(1,168,524.00)		(130,733.00)
Water (460)	2,193,854.00	1,150,168.00	1,043,686.00	300,000.00	(838,602.00)		505,084.00
Storm Water Management (470)	908,438.71	736,436.48	172,002.23			116,572.12	55,430.11
Marina (480)	7,123,325.01	1,511,947.30	5,611,377.71	454,630.00		7,623,778.98	(1,557,771.27)

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

**Year to Date Cost includes Capital Expenditures.

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

This schedule was added at the request of Commissioner Lednovich

City of Fernandina Beach
Accounts Receivable Analysis
3/31/2022

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
9,352	Active Customers			\$ 1,108,069.87
648		30	66,308.13	
119		60	6,844.51	* *payment terms
35		90	1,329.45	*
32		120+	4,760.08	*
Total			\$ 79,242.17	

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

61 accts.
w/delinquent balances \$ 7,535.08

Utility Billings in Collections

Year based on final billing date	# of Accounts Transferred	Amt of \$ Transferred	Amt of \$ Recovered by CCI	Amt of \$ Recovered by UB	Total \$ Recovered	% recovered
2014 Charged Off Effective 9/30/17		-	-	-		0.00%
2015 Charged Off Effective 9/30/18		-	-	-		0.00%
2016 Charged Off Effective 9/30/20		-	-	-		0.00%
2017 Charged Off Effective 9/30/21		-	-	-		0.00%
2018 (thru Dec)	377	74,599.60	3,874.71	3,998.76		10.55%
2019 (thru Dec)	158	46,319.16	932.35	2,988.13		8.46%
2020 (thru Dec)	164	29,945.44	1,550.60	2,120.66		12.26%
2021 (thru Dec)	234	49,949.31	483.52	1,203.47		3.38%
		\$ 200,813.51	\$ 6,841.18	\$ 10,311.02	\$ 17,152.20	8.54%

Recovered to date \$ (17,152.20)

Balance currently at CCI \$ 183,661.31

Airport

Number of Customers		Delinquency Days	\$	Avg Mo'y Billing
71	ALL Customers			\$61,082.78
4		30	6,225.10	(Amelia Island Aviation - acct closed)
3		60	6,049.66	\$ -
2		90	5,786.69	\$ -
2		120+	5,689.13	\$ -
				\$ 8,758.77
4	Sub Total		\$ 23,750.58	\$ 8,758.77
				\$ 32,509.35

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'y Billing
440	ALL Customers			\$246,415
36		30	4,525.61	
		60	1,377.28	
		90	1,770.74	
		120	-	
		150+	-	
			7,673.63	
	Customer paid in Advnace		14,111.07	Deposit
	Total A/R Balance		21,784.70	

Peck Center & Other City Leases

Number of Customers		Delinquency Days	\$	Avg Mo'y Billing
6	ALL Customers			2,416.29
1		30	558.66	
0		60	-	
0		90	-	
0		120+	-	
1	Sub Total		\$ 558.66	



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
	-15,360,898.00	-15,360,898.00	-14,646,851.61	-163,995.55	0.00	-714,046.39	95.4%
001 31240		LOCAL OPTION GAS TAX					
	-366,540.00	-366,540.00	-207,504.26	-29,129.64	0.00	-159,035.74	56.6%
001 31251		STATE/FIRE INSURANCE TAX					
	-115,000.00	-115,000.00	0.00	0.00	0.00	-115,000.00	.0%
001 31252		STATE/POLICE INSURANCE TAX					
	-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%
001 31260		SMALL COUNTY SURTAX					
	-2,051,943.00	-2,051,943.00	-1,073,305.60	-134,024.24	0.00	-978,637.40	52.3%
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-155,863.15	-5,081.55	0.00	-4,136.85	97.4%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-50.00	-50.00	-94.58	-4.00	0.00	44.58	189.2%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	-3,000.00	-3,000.00	-3,543.75	-157.50	0.00	543.75	118.1%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	-2,000.00	-1,630.08	-145.10	0.00	-369.92	81.5%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-1,365.00	-385.00	0.00	-4,635.00	22.8%
001 32218		CLEARING/EXCAVATE-PERMITS					
	-25,000.00	-25,000.00	-6,417.00	-1,766.00	0.00	-18,583.00	25.7%
001 32310		FRANCHISE FEES ELECTRIC					
	-1,400,000.00	-1,400,000.00	-661,594.57	-123,025.60	0.00	-738,405.43	47.3%
001 32340		FRANCHISE FEES GAS					
	-25,000.00	-25,000.00	-17,360.84	-4,735.85	0.00	-7,639.16	69.4%
001 32900		CODE ENFORCEMENT FEES & FINES					
	-25,000.00	-25,000.00	-11,346.12	-1,446.03	0.00	-13,653.88	45.4%
001 32901		ZONING PLAN REVIEW					
	-65,000.00	-65,000.00	-49,594.40	-13,600.00	0.00	-15,405.60	76.3%
001 32915		ANNEXATION APP FEE					
	-2,000.00	-2,000.00	-4,400.00	-2,900.00	0.00	2,400.00	220.0%
001 32916		BOA APP FEES-COMMERCIAL					
	-2,500.00	-2,500.00	0.00	0.00	0.00	-2,500.00	.0%
001 32917		BOA APP FEES-RESIDENTIAL					
	-8,500.00	-8,500.00	-5,000.00	-2,500.00	0.00	-3,500.00	58.8%
001 32918		ZONING CERTIFICATION FEE					
	-2,750.00	-2,750.00	-1,235.00	-500.00	0.00	-1,515.00	44.9%
001 32920		CDD COPIES MADE FEE					
	-50.00	-50.00	0.00	0.00	0.00	-50.00	.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32921		COMP PLAN AMEND APP FEE					
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
001 32926		PLAT APPROVAL APP FEE					
	-3,850.00	-3,850.00	-3,000.00	0.00	0.00	-850.00	77.9%
001 32928		REZONING APP FEE					
	-4,200.00	-4,200.00	-10,000.00	-10,000.00	0.00	5,800.00	238.1%
001 32929		SITE PLAN REVIEW APP FEE					
	-24,300.00	-24,300.00	-26,200.00	-5,500.00	0.00	1,900.00	107.8%
001 32932		DUE DILIGENCE					
	-750.00	-750.00	-1,000.00	0.00	0.00	250.00	133.3%
001 32933		TELECOMMUNICATION PERMIT					
	-400.00	-400.00	0.00	0.00	0.00	-400.00	.0%
001 32935		ADMINISTRATIVE WAIVER					
	-800.00	-800.00	-400.00	-400.00	0.00	-400.00	50.0%
001 32936		CODE TEXT AMENDMENT					
	-850.00	-850.00	0.00	0.00	0.00	-850.00	.0%
001 32937		LOT LINE ADJUSTMENTS					
	-3,600.00	-3,600.00	-1,200.00	0.00	0.00	-2,400.00	33.3%
001 32980		OTHER MISC PERMITS					
	0.00	0.00	-1,430.00	0.00	0.00	1,430.00	100.0%
001 32981		SPECIAL EVENT PERMITS					
	-4,500.00	-4,500.00	-1,475.00	-125.00	0.00	-3,025.00	32.8%
001 32982		SPECIAL BANNER PERMITS					
	-2,000.00	-2,000.00	-1,210.00	-75.00	0.00	-790.00	60.5%
001 32992		FIRE MARSHAL FEES					
	-35,000.00	-35,000.00	-22,169.50	-3,171.75	0.00	-12,830.50	63.3%
001 32995		ADDRESS ASSIGNMENT					
	-400.00	-400.00	-240.00	-100.00	0.00	-160.00	60.0%
001 33120		FEMA GRANT					
	0.00	0.00	0.01	0.00	0.00	-0.01	100.0%
001 33125		JUSTICE ASSISTANCE GRANT (JAG)					
	0.00	0.00	-1,321.98	0.00	0.00	1,321.98	100.0%
001 33350		HALF-CENT SALES TAX					
	-957,625.00	-957,625.00	-522,918.67	-77,175.66	0.00	-434,706.33	54.6%
001 33400		STATE GRANT					
	-50,000.00	-50,000.00	-12,500.00	0.00	0.00	-37,500.00	25.0%
001 33512		STATE REVENUE SHARING PROCEED					
	-320,946.00	-320,946.00	-145,541.64	-24,256.94	0.00	-175,404.36	45.3%
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-717.37	-35.25	0.00	-82.63	89.7%
001 33515		ALCOHOLIC BEV LICENSE					
	-23,000.00	-23,000.00	-24,929.97	0.00	0.00	1,929.97	108.4%
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-3,270.00	-3,270.00	0.00	-6,730.00	32.7%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33720		SCHOOL RESOURCE OFFICER					
	-137,760.00	-137,760.00	-90,150.26	-13,063.33	0.00	-47,609.74	65.4%
001 33721		DEA REIMBURSEMENT					
	-13,125.00	-13,125.00	0.00	0.00	0.00	-13,125.00	.0%
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-181,787.00	-181,787.00	-15,750.57	-4,493.67	0.00	-166,036.43	8.7%
001 33910		OCEAN,HIGHWAY AND PRT AUTHORITY					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 34260		AMBULANCE SERVICES					
	-561,086.00	-561,086.00	-300,334.48	-57,099.61	0.00	-260,751.52	53.5%
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-6,000.00	-6,000.00	0.00	0.00	0.00	-6,000.00	.0%
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-350,000.00	-350,000.00	-144,011.73	-20,714.20	0.00	-205,988.27	41.1%
001 34701		TRUST ACTIVITIES TAXABLE					
	-23,000.00	-23,000.00	-24,588.75	-5,617.20	0.00	1,588.75	106.9%
001 34702		PARKS TRUST NON-TAXABLE					
	-10,000.00	-10,000.00	-10,041.00	-1,450.00	0.00	41.00	100.4%
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-4,296.00	-1,326.50	0.00	4,296.00	100.0%
001 34704		RENTALS NON-TAXABLE					
	-4,000.00	-4,000.00	-2,385.00	-50.00	0.00	-1,615.00	59.6%
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	-30.00	-30.00	0.00	-470.00	6.0%
001 34720		RENTALS					
	-7,000.00	-7,000.00	-1,104.26	-15.00	0.00	-5,895.74	15.8%
001 34721		PECK RENTS					
	-8,000.00	-8,000.00	-131.00	0.00	0.00	-7,869.00	1.6%
001 34722		PECK RENTS NON-TAXABLE					
	-25,000.00	-25,000.00	-12,251.24	-1,854.04	0.00	-12,748.76	49.0%
001 34723		PECK TRUST TAXABLE					
	-8,000.00	-8,000.00	-5,909.06	-1,212.41	0.00	-2,090.94	73.9%
001 34724		PECK TRUST NON-TAXABLE					
	-32,000.00	-32,000.00	-2,167.00	-319.00	0.00	-29,833.00	6.8%
001 34725		MLK RENTS					
	-4,500.00	-4,500.00	-1,900.05	-17.55	0.00	-2,599.95	42.2%
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-769.00	-275.00	0.00	769.00	100.0%
001 34728		MLK TRUST NON-TAXABLE					
	-20,000.00	-20,000.00	-6,520.00	-955.00	0.00	-13,480.00	32.6%
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	-17,000.00	-11,080.00	-11,080.00	0.00	-5,920.00	65.2%
001 34731		YOUTH CAMPS					
	-310,000.00	-310,000.00	-119,714.16	-18,299.24	0.00	-190,285.84	38.6%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34740		AQUATICS TRUST TAXABLE					
	0.00	0.00	-9,000.00	0.00	0.00	9,000.00	100.0%
001 34741		AQUATICS TRUST NON-TAXABLE					
	-116,000.00	-116,000.00	-44,271.00	-10,500.00	0.00	-71,729.00	38.2%
001 34742		SWIMMING POOLS					
	-54,000.00	-54,000.00	-34,625.83	-5,852.36	0.00	-19,374.17	64.1%
001 34743		SWIMMING POOLS NON-TAXABLE					
	-9,000.00	-9,000.00	-900.00	0.00	0.00	-8,100.00	10.0%
001 34745		GREENWAY					
	-1,000.00	-1,000.00	-650.00	-100.00	0.00	-350.00	65.0%
001 34799		P & R COMBO MEMBERSHIPS					
	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%
001 35100		COURT CASES GENERAL FUND					
	-8,000.00	-8,000.00	-3,640.20	-382.68	0.00	-4,359.80	45.5%
001 35115		PARKING TICKETS					
	-15,000.00	-15,000.00	-6,072.45	-1,465.00	0.00	-8,927.55	40.5%
001 35116		POLICE CITATIONS					
	0.00	0.00	-200.00	-100.00	0.00	200.00	100.0%
001 35120		POLICE EDUCATION					
	-1,500.00	-1,500.00	-660.62	-83.69	0.00	-839.38	44.0%
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-1,750.00	-1,750.00	-2,074.56	-108.00	0.00	324.56	118.5%
001 36110		INTEREST					
	-75,000.00	-75,000.00	-49,222.36	-15,863.65	0.00	-25,777.64	65.6%
001 36210		RENTS					
	-3,500.00	-3,500.00	-3,110.16	0.00	0.00	-389.84	88.9%
001 36215		RENTS NON-TAXABLE					
	-23,800.00	-23,800.00	-12,200.06	-2,281.31	0.00	-11,599.94	51.3%
001 36990		OTHER REVENUE					
	-35,851.00	-35,851.00	-47,116.94	-13,228.09	0.00	11,265.94	131.4%
001 36995		LATE FEES					
	0.00	0.00	-8.99	-8.99	0.00	8.99	100.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	19.22	107.72	0.00	-119.22	-19.2%
001 36998		STATE OF FLORIDA - FDOT					
	-64,375.00	-64,375.00	0.00	0.00	0.00	-64,375.00	.0%
001 38215		FROM UTILITY TAX					
	-2,000,000.00	-2,000,000.00	-999,998.00	-166,667.00	0.00	-1,000,002.00	50.0%
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-180,000.00	-30,000.00	0.00	-180,000.00	50.0%
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-90,000.00	-15,000.00	0.00	-90,000.00	50.0%
001 38910		CASH BALANCE FORWARD					
	-7,391,748.00	-7,391,748.00	0.00	0.00	0.00	-7,391,748.00	.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL GENERAL FUND							
-33,285,634.00	-33,285,634.00	-19,863,495.59	-1,006,910.46	0.00	-13,422,138.41	59.7%	
TOTAL REVENUES							
-33,285,634.00	-33,285,634.00	-19,863,495.59	-1,006,910.46	0.00	-13,422,138.41		
0012200 FIRE							
0012200 36993							
DONATIONS/CONTRIBUTIONS							
-7,000.00	-7,000.00	-3,448.06	0.00	0.00	-3,551.94	49.3%	
TOTAL FIRE							
-7,000.00	-7,000.00	-3,448.06	0.00	0.00	-3,551.94	49.3%	
TOTAL REVENUES							
-7,000.00	-7,000.00	-3,448.06	0.00	0.00	-3,551.94		
GRAND TOTAL							
-33,292,634.00	-33,292,634.00	-19,866,943.65	-1,006,910.46	0.00	-13,425,690.35	59.7%	

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Revenue	Amount	% Used
Revised Budget	(\$33,292,634.00)	59.7%
Less: Cash Balance Forward		
38910	7,391,748.00	
38911	.00	
Revised Budget excluding Cash	(\$25,900,886.00)	
YTD Actual Revenue	(\$19,866,943.65)	76.7%

Revised Budget excluding Cash	(\$25,900,886.00)
Less: YTD Expenditures	<u>12,073,533.88</u>
Net (Revenues) Expenditures	(\$13,827,352.12)



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION							
331,787.00		406,646.00	189,356.09	49,153.99	57,008.76	160,281.15	60.6%
0011200 CITY CLERK							
539,222.00		539,222.00	296,362.28	32,823.37	0.00	242,859.72	55.0%
0011210 CITY MANAGER							
476,830.00		476,830.00	210,235.41	40,929.63	18,000.00	248,594.59	47.9%
0011300 FINANCE							
732,791.00		732,791.00	367,588.22	55,835.03	3,976.60	361,226.18	50.7%
0011310 INFORMATION TECHNOLOGY							
834,326.00		834,326.00	412,232.25	38,406.91	31,638.42	390,455.33	53.2%
0011350 HUMAN RESOURCES							
361,086.00		361,086.00	175,675.53	24,244.66	0.00	185,410.47	48.7%
0011400 CITY ATTORNEY							
377,595.00		402,595.00	209,144.97	25,077.62	0.00	193,450.03	51.9%
0011500 PLANNING							
815,440.00		815,440.00	312,338.87	47,117.33	0.00	503,101.13	38.3%
0011910 NON DEPARTMENTAL							
249,079.00		249,079.00	133,769.96	20,562.43	0.00	115,309.04	53.7%
0011930 FACILITIES MAINTENANCE							
789,533.00		789,533.00	346,132.44	57,914.39	3,535.00	439,865.56	44.3%
0012100 POLICE							
6,370,760.00		6,370,760.00	2,622,032.57	425,950.96	201,360.29	3,547,367.14	44.3%
0012101 POLICE RANGERS							
86,796.00		86,796.00	19,478.82	4,297.31	0.00	67,317.18	22.4%
0012200 FIRE							
4,641,056.00		4,641,056.00	2,071,942.12	345,722.89	53,593.14	2,515,520.74	45.8%
0012201 FIRE OCEAN RESCUE							
566,043.00		566,043.00	93,775.36	26,181.11	32,538.96	439,728.68	22.3%
0012400 BUILDING / PERMITTING							
27,120.00		27,120.00	354.45	0.00	9,645.00	17,120.55	36.9%
0012420 CODE ENFORCEMENT							
253,896.00		268,896.00	124,747.93	19,852.95	0.00	144,148.07	46.4%
0014100 STREETS							
1,607,187.00		1,607,187.00	601,773.31	138,879.38	30,774.30	974,639.39	39.4%
0015200 DOWNTOWN							
116,030.00		116,030.00	26,607.70	6,754.04	5,807.60	83,614.70	27.9%
0015640 PUBLIC ASSISTANCE							
130,000.00		130,000.00	49,284.81	27,201.89	0.00	80,715.19	37.9%
0017100 LIBRARY							
39,591.00		39,591.00	14,148.54	1,991.00	0.00	25,442.46	35.7%
0017200 RECREATION							
1,352,979.00		1,352,979.00	500,716.48	95,398.00	30,570.20	821,692.32	39.3%
0017210 PARKS							
1,452,871.00		1,452,871.00	661,268.81	212,997.50	101,704.00	689,898.19	52.5%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

0017220 PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017220 PECK	344,866.00	344,866.00	117,248.55	25,356.39	0.00	227,617.45	34.0%
0017225 MLK CENTER	216,240.00	216,240.00	70,032.84	11,607.73	0.00	146,207.16	32.4%
0017230 YOUTH	328,692.00	328,692.00	121,452.22	22,543.49	0.00	207,239.78	37.0%
0017240 AQUATICS	413,867.00	413,867.00	135,331.35	26,376.46	9,300.00	269,235.65	34.9%
0018100 INTERFUND TRANSFERS OUT	4,327,724.00	4,514,224.00	2,190,502.00	387,286.00	0.00	2,323,722.00	48.5%
0018200 CONTINGENCIES	400,000.00	98,641.00	0.00	0.00	0.00	98,641.00	.0%
0018300 RESERVES	5,109,227.00	5,109,227.00	0.00	0.00	0.00	5,109,227.00	.0%
GRAND TOTAL							
	33,292,634.00	33,292,634.00	12,073,533.88	2,170,462.46	589,452.27	20,629,647.85	38.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35110		FINES/FORFEITURES					
	-140.00	-140.00	0.00	0.00	0.00	-140.00	.0%
100 36110		INTEREST					
	-26.00	-26.00	-11.51	-2.93	0.00	-14.49	44.3%
100 38910		CASH BALANCE FORWARD					
	-2,785.00	-2,785.00	0.00	0.00	0.00	-2,785.00	.0%
100 59990		RESERVE					
	2,951.00	2,951.00	0.00	0.00	0.00	2,951.00	.0%
TOTAL LAW ENFORCEMENT TRUST	0.00	0.00	-11.51	-2.93	0.00	11.51	100.0%
	TOTAL REVENUES						
	-2,951.00	-2,951.00	-11.51	-2.93	0.00	-2,939.49	
	TOTAL EXPENSES						
	2,951.00	2,951.00	0.00	0.00	0.00	2,951.00	
	GRAND TOTAL						
	0.00	0.00	-11.51	-2.93	0.00	11.51	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121		SEIZED CONTRABAND					
	-2,500.00	-2,500.00	-7,307.81	-2,104.44	0.00	4,807.81	292.3%
110 36110		INTEREST					
	-500.00	-500.00	-126.35	-35.77	0.00	-373.65	25.3%
110 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-6,501.00	0.00	0.00	6,501.00	100.0%
110 38910		CASH BALANCE FORWARD					
	-18,445.00	-18,445.00	0.00	0.00	0.00	-18,445.00	.0%
110 55200		OPERATING SUPPLIES					
	10,000.00	10,000.00	6,763.15	0.00	0.00	3,236.85	67.6%
110 59990		RESERVE					
	11,445.00	11,445.00	0.00	0.00	0.00	11,445.00	.0%
TOTAL FEDERAL FORFEITURE	0.00	0.00	-7,172.01	-2,140.21	0.00	7,172.01	100.0%
TOTAL REVENUES	-21,445.00	-21,445.00	-13,935.16	-2,140.21	0.00	-7,509.84	
TOTAL EXPENSES	21,445.00	21,445.00	6,763.15	0.00	0.00	14,681.85	
GRAND TOTAL	0.00	0.00	-7,172.01	-2,140.21	0.00	7,172.01	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
125 TREE TRUST SPECIAL REV FUND							
125 32219		TREE TRUST FUND RESERVE					
	-130,000.00	-130,000.00	-80,400.00	-20,300.00	0.00	-49,600.00	61.8%
125 36110		INTEREST					
	-1,400.00	-1,400.00	-1,655.58	-441.12	0.00	255.58	118.3%
125 38910		CASH BALANCE FORWARD					
	-283,696.00	-283,696.00	0.00	0.00	0.00	-283,696.00	.0%
125 51200		SALARIES					
	15,675.00	15,675.00	7,686.31	1,266.20	0.00	7,988.69	49.0%
125 52100		FICA					
	1,288.00	1,288.00	527.25	85.96	0.00	760.75	40.9%
125 52200		RETIREMENT					
	3,541.00	3,541.00	1,617.16	266.40	0.00	1,923.84	45.7%
125 52300		HEALTH INSUR					
	6,321.00	6,321.00	2,145.94	357.66	0.00	4,175.06	33.9%
125 52301		LIFE INSUR					
	96.00	96.00	46.25	7.76	0.00	49.75	48.2%
125 52400		WORKERS' COMP					
	290.00	290.00	146.00	24.00	0.00	144.00	50.3%
125 53100		PROFESSIONAL SERVICES					
	53,500.00	53,500.00	0.00	0.00	0.00	53,500.00	.0%
125 54000		TRAINING/TRAVEL					
	0.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
125 54970		PROGRAM COSTS					
	132,200.00	132,200.00	19,363.24	0.00	19,616.80	93,219.96	29.5%
125 55200		OPERATING SUPPLIES					
	63,750.00	63,750.00	3,139.18	7.59	0.00	60,610.82	4.9%
125 56400		EQUIPMENT					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
125 59990		RESERVE					
	123,435.00	119,435.00	0.00	0.00	0.00	119,435.00	.0%
TOTAL TREE TRUST SPECIAL REV FUND							
	0.00	0.00	-47,384.25	-18,725.55	19,616.80	27,767.45	100.0%
TOTAL REVENUES							
	-415,096.00	-415,096.00	-82,055.58	-20,741.12	0.00	-333,040.42	
TOTAL EXPENSES							
	415,096.00	415,096.00	34,671.33	2,015.57	19,616.80	360,807.87	
GRAND TOTAL							
	0.00	0.00	-47,384.25	-18,725.55	19,616.80	27,767.45	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
126 HDC SPECIAL REVENUE FUND							
126 32924		HDC APPLICATION FEE					
	-12,000.00	-12,000.00	-5,310.00	-910.00	0.00	-6,690.00	44.3%
126 32931		HDC VARIANCE					
	-1,700.00	-1,700.00	-2,500.00	0.00	0.00	800.00	147.1%
126 36110		INTEREST					
	0.00	0.00	-323.62	-85.45	0.00	323.62	100.0%
126 38910		CASH BALANCE FORWARD					
	-64,771.00	-64,771.00	0.00	0.00	0.00	-64,771.00	.0%
126 53100		PROFESSIONAL SERVICES					
	36,500.00	36,500.00	0.00	0.00	0.00	36,500.00	.0%
126 54970		PROGRAM COSTS					
	7,100.00	7,100.00	0.00	0.00	0.00	7,100.00	.0%
126 59990		RESERVE					
	34,871.00	34,871.00	0.00	0.00	0.00	34,871.00	.0%
TOTAL HDC SPECIAL REVENUE FUND	0.00	0.00	-8,133.62	-995.45	0.00	8,133.62	100.0%
	TOTAL REVENUES						
	-78,471.00	-78,471.00	-8,133.62	-995.45	0.00	-70,337.38	
	TOTAL EXPENSES						
	78,471.00	78,471.00	0.00	0.00	0.00	78,471.00	
	GRAND TOTAL						
	0.00	0.00	-8,133.62	-995.45	0.00	8,133.62	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110		INTEREST					
	-500.00	-500.00	-372.45	-110.62	0.00	-127.55	74.5%
130 38910		CASH BALANCE FORWARD					
	-6,733.00	-6,733.00	0.00	0.00	0.00	-6,733.00	.0%
130 56300		IMPROVEMENTS					
	7,233.00	7,233.00	0.00	0.00	0.00	7,233.00	.0%
TOTAL CDBG ECON DEV	0.00	0.00	-372.45	-110.62	0.00	372.45	100.0%
	TOTAL REVENUES						
	-7,233.00	-7,233.00	-372.45	-110.62	0.00	-6,860.55	
	TOTAL EXPENSES						
	7,233.00	7,233.00	0.00	0.00	0.00	7,233.00	
	GRAND TOTAL						
	0.00	0.00	-372.45	-110.62	0.00	372.45	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
135 LAND CONSERVATION TRUST							
135 36110		INTEREST					
	0.00	0.00	-855.96	-217.48	0.00	855.96	100.0%
135 36990		OTHER REVENUE					
	0.00	0.00	-8.50	0.00	0.00	8.50	100.0%
135 38910		CASH BALANCE FORWARD					
	-208,128.00	-208,128.00	0.00	0.00	0.00	-208,128.00	.0%
135 56100		LAND					
	208,128.00	208,128.00	0.00	0.00	0.00	208,128.00	.0%
TOTAL LAND CONSERVATION TRUST							
	0.00	0.00	-864.46	-217.48	0.00	864.46	100.0%
		TOTAL REVENUES					
	-208,128.00	-208,128.00	-864.46	-217.48	0.00	-207,263.54	
		TOTAL EXPENSES					
	208,128.00	208,128.00	0.00	0.00	0.00	208,128.00	
		GRAND TOTAL					
	0.00	0.00	-864.46	-217.48	0.00	864.46	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 BUILDING FEES FUND							
140 31610		LOCAL BUSINESS TAX					
	0.00	0.00	200.00	0.00	0.00	-200.00	100.0%
140 32200		BUILDING PERMITS					
	-577,610.00	-577,610.00	-379,153.82	-101,802.07	0.00	-198,456.18	65.6%
140 32202		BUILDING PERMIT-CONSTRUCTION					
	-229,048.00	-229,048.00	-50,953.50	-4,467.50	0.00	-178,094.50	22.2%
140 32203		BUILDING PERMIT-DEMOLITION					
	-5,500.00	-5,500.00	-1,496.00	-160.00	0.00	-4,004.00	27.2%
140 32206		BUILDING PERMIT-AFTER THE FACT					
	-5,862.00	-5,862.00	-3,556.00	-200.00	0.00	-2,306.00	60.7%
140 32207		BUILDING PERMIT-REINSPECTION					
	-3,500.00	-3,500.00	-8,810.00	-4,910.00	0.00	5,310.00	251.7%
140 32208		BUILDING PERMIT-2ND REINSPECT					
	-100.00	-100.00	0.00	0.00	0.00	-100.00	.0%
140 32209		BUILDING PERMIT-3RD REINSPECT					
	0.00	0.00	-140.00	0.00	0.00	140.00	100.0%
140 32211		BUILDING PERMIT-FENCING					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
140 32903		SIGN PERMITS					
	-1,809.00	-1,809.00	-2,134.00	-715.00	0.00	325.00	118.0%
140 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-2,600.00	-80.00	0.00	-57,400.00	4.3%
140 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-2,100.00	-975.00	0.00	-6,400.00	24.7%
140 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-6,960.00	-2,320.00	0.00	-7,040.00	49.7%
140 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-1,275.00	-375.00	0.00	-4,725.00	21.3%
140 32911		MECHANICAL					
	-38,285.00	-38,285.00	0.00	0.00	0.00	-38,285.00	.0%
140 32912		PLUMBING PERMITS					
	-31,945.00	-31,945.00	-2,565.00	-640.00	0.00	-29,380.00	8.0%
140 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	-25,000.00	-63.00	0.00	0.00	-24,937.00	.3%
140 32920		CDD COPIES MADE FEE					
	0.00	0.00	-0.75	0.00	0.00	0.75	100.0%
140 32960		ADMINISTRATION COST BLDING SU					
	-4,413.00	-4,413.00	-1,357.85	0.00	0.00	-3,055.15	30.8%
140 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-32,948.00	-4,660.00	0.00	31,948.00	3294.8%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 36110		INTEREST					
	0.00	0.00	-14,134.00	-3,612.73	0.00	14,134.00	100.0%
140 36990		OTHER REVENUE					
	0.00	0.00	-5,645.47	0.00	0.00	5,645.47	100.0%
140 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-21,079.00	0.00	0.00	21,079.00	100.0%
140 38910		CASH BALANCE FORWARD					
	-2,662,209.00	-2,662,209.00	0.00	0.00	0.00	-2,662,209.00	.0%
140 51200		SALARIES					
	694,648.00	694,648.00	263,282.80	50,487.27	0.00	431,365.20	37.9%
140 51400		OVERTIME					
	10,000.00	10,000.00	2,617.74	948.84	0.00	7,382.26	26.2%
140 52100		FICA					
	52,486.00	52,486.00	19,805.38	3,819.11	0.00	32,680.62	37.7%
140 52200		RETIREMENT					
	142,252.00	142,252.00	45,383.48	8,878.10	0.00	96,868.52	31.9%
140 52300		HEALTH INSUR					
	145,722.00	145,722.00	43,933.05	8,227.08	0.00	101,788.95	30.1%
140 52301		LIFE INSUR					
	3,840.00	3,840.00	1,492.77	295.44	0.00	2,347.23	38.9%
140 52400		WORKERS' COMP					
	7,572.00	7,572.00	3,786.00	631.00	0.00	3,786.00	50.0%
140 53100		PROFESSIONAL SERVICES					
	377,000.00	377,000.00	51,702.73	0.00	82,357.52	242,939.75	35.6%
140 53400		CONTRACTUAL					
	302,347.00	302,347.00	38,528.47	654.24	0.00	263,818.53	12.7%
140 54000		TRAINING/TRAVEL					
	50,810.00	50,810.00	3,204.00	100.00	0.00	47,606.00	6.3%
140 54100		COMM - PHONE/FAX/ALARM					
	876.00	876.00	116.50	23.28	0.00	759.50	13.3%
140 54101		COMMUNICATIONS-CELLULAR					
	8,000.00	8,000.00	3,755.59	738.36	0.00	4,244.41	46.9%
140 54103		COMMUNICATIONS-INTERNET					
	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	.0%
140 54500		INSURANCE					
	5,492.00	5,492.00	2,744.00	458.00	0.00	2,748.00	50.0%
140 54611		R/M FACILITIES					
	39,000.00	39,000.00	0.00	0.00	0.00	39,000.00	.0%
140 54620		R/M EQUIPMENT					
	685.00	685.00	0.00	0.00	0.00	685.00	.0%
140 54630		R/M VEHICLES-LABOR					
	2,000.00	2,000.00	536.25	0.00	0.00	1,463.75	26.8%
140 54640		R/M VEHICLES-PARTS					
	2,500.00	2,500.00	300.77	0.00	0.00	2,199.23	12.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 54700		PRINTING					
	8,000.00	8,000.00	266.30	185.50	0.00	7,733.70	3.3%
140 54934		LEGAL/CONTRACTUAL					
	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	.0%
140 55100		OFFICE SUPPLIES					
	7,500.00	7,500.00	961.28	128.78	0.00	6,538.72	12.8%
140 55200		OPERATING SUPPLIES					
	12,895.00	12,895.00	1,714.49	371.26	0.00	11,180.51	13.3%
140 55210		UNIFORMS					
	5,425.00	5,425.00	1,650.00	0.00	0.00	3,775.00	30.4%
140 55230		GAS/OIL					
	7,500.00	7,500.00	2,788.82	545.66	0.00	4,711.18	37.2%
140 55400		BOOKS/SUBS/DUES					
	21,000.00	21,000.00	4,402.00	796.00	0.00	16,598.00	21.0%
140 56400		EQUIPMENT					
	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	.0%
140 56401		NON CAP EQUIP					
	0.00	0.00	1,610.98	1,610.98	0.00	-1,610.98	100.0%
140 59990		RESERVE					
	1,671,906.00	1,671,906.00	0.00	0.00	0.00	1,671,906.00	.0%
TOTAL BUILDING FEES FUND							
	0.00	0.00	-42,187.99	-46,018.40	82,357.52	-40,169.53	100.0%
TOTAL REVENUES							
	-3,675,781.00	-3,675,781.00	-536,771.39	-124,917.30	0.00	-3,139,009.61	
TOTAL EXPENSES							
	3,675,781.00	3,675,781.00	494,583.40	78,898.90	82,357.52	3,098,840.08	
GRAND TOTAL							
	0.00	0.00	-42,187.99	-46,018.40	82,357.52	-40,169.53	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110		INTEREST					
	-10,800.00	-10,800.00	-5,676.32	-1,387.16	0.00	-5,123.68	52.6%
145 36310		IMPACT FEES- INCORPORATED AREA					
	-464,200.00	-464,200.00	-89,022.56	-6,963.00	0.00	-375,177.44	19.2%
145 36311		IMPACT FEES- UNINCORPORATED					
	-72,531.00	-72,531.00	-16,338.89	-305.44	0.00	-56,192.11	22.5%
145 38910		CASH BALANCE FORWARD					
	-1,332,343.00	-1,332,343.00	0.00	0.00	0.00	-1,332,343.00	.0%
145 59230		TRANSFER TO UTIL ACQ DS					
	500,000.00	500,000.00	249,998.00	41,667.00	0.00	250,002.00	50.0%
145 59990		RESERVE					
	1,379,874.00	1,379,874.00	0.00	0.00	0.00	1,379,874.00	.0%
TOTAL WASTEWATER IMPACT	0.00	0.00	138,960.23	33,011.40	0.00	-138,960.23	100.0%
	TOTAL REVENUES						
	-1,879,874.00	-1,879,874.00	-111,037.77	-8,655.60	0.00	-1,768,836.23	
	TOTAL EXPENSES						
	1,879,874.00	1,879,874.00	249,998.00	41,667.00	0.00	1,629,876.00	
	GRAND TOTAL						
	0.00	0.00	138,960.23	33,011.40	0.00	-138,960.23	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36110		INTEREST					
	-1,500.00	-1,500.00	-377.78	-48.55	0.00	-1,122.22	25.2%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-191,800.00	-191,800.00	-35,553.01	-3,049.62	0.00	-156,246.99	18.5%
146 36311		IMPACT FEES- UNINCORPORATED					
	-59,937.00	-59,937.00	-12,636.58	-1,306.93	0.00	-47,300.42	21.1%
146 38910		CASH BALANCE FORWARD					
	-89,125.00	-89,125.00	0.00	0.00	0.00	-89,125.00	.0%
146 59230		TRANSFER TO UTIL ACQ DS					
	340,000.00	340,000.00	170,002.00	28,333.00	0.00	169,998.00	50.0%
146 59990		RESERVE					
	2,362.00	2,362.00	0.00	0.00	0.00	2,362.00	.0%
TOTAL WATER IMPACT	0.00	0.00	121,434.63	23,927.90	0.00	-121,434.63	100.0%
	TOTAL REVENUES						
	-342,362.00	-342,362.00	-48,567.37	-4,405.10	0.00	-293,794.63	
	TOTAL EXPENSES						
	342,362.00	342,362.00	170,002.00	28,333.00	0.00	172,360.00	
	GRAND TOTAL						
	0.00	0.00	121,434.63	23,927.90	0.00	-121,434.63	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410		ELECTRIC MUNICIPAL TAX					
	-700,376.00	-700,376.00	-525,237.59	-91,594.54	0.00	-175,138.41	75.0%
150 31420		TELEPHONE MUNICIPAL TAX					
	-730,372.00	-730,372.00	-354,624.70	-64,062.38	0.00	-375,747.30	48.6%
150 31440		GAS MUNICIPAL TAX					
	-110,000.00	-110,000.00	-113,936.39	-19,164.01	0.00	3,936.39	103.6%
150 36110		INTEREST					
	-1,000.00	-1,000.00	-4,739.93	-1,189.30	0.00	3,739.93	474.0%
150 38910		CASH BALANCE FORWARD					
	-947,780.00	-947,780.00	0.00	0.00	0.00	-947,780.00	.0%
150 59100		TRANSFER TO GENERAL FUND					
	2,000,000.00	2,000,000.00	999,998.00	166,667.00	0.00	1,000,002.00	50.0%
150 59990		RESERVE					
	489,528.00	489,528.00	0.00	0.00	0.00	489,528.00	.0%
TOTAL UTILITY TAX	0.00	0.00	1,459.39	-9,343.23	0.00	-1,459.39	100.0%
		TOTAL REVENUES					
	-2,489,528.00	-2,489,528.00	-998,538.61	-176,010.23	0.00	-1,490,989.39	
		TOTAL EXPENSES					
	2,489,528.00	2,489,528.00	999,998.00	166,667.00	0.00	1,489,530.00	
		GRAND TOTAL					
	0.00	0.00	1,459.39	-9,343.23	0.00	-1,459.39	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,000.00	-3,000.00	-2,160.00	-320.00	0.00	-840.00	72.0%
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-1,760.00	-120.00	0.00	-440.00	80.0%
170 34570		PERPETUAL CARE					
	-40,000.00	-40,000.00	-25,876.44	-5,147.70	0.00	-14,123.56	64.7%
170 34580		SALE OF LOTS					
	-75,000.00	-75,000.00	-36,363.95	-8,715.01	0.00	-38,636.05	48.5%
170 36110		INTEREST					
	-13,000.00	-13,000.00	-2,940.58	-1,276.43	0.00	-10,059.42	22.6%
170 36120		UNREALIZED GAIN					
	0.00	0.00	30,661.75	11,145.05	0.00	-30,661.75	100.0%
170 38101		FROM GENERAL FUND					
	-96,300.00	-96,300.00	-48,150.00	-8,025.00	0.00	-48,150.00	50.0%
170 38910		CASH BALANCE FORWARD					
	-30,886.00	-30,886.00	0.00	0.00	0.00	-30,886.00	.0%
170 38913		CASH BAL FOR RESTD CEMET					
	-1,166,376.00	-1,166,376.00	0.00	0.00	0.00	-1,166,376.00	.0%
170 51200		SALARIES					
	80,554.00	80,554.00	38,102.75	6,276.79	0.00	42,451.25	47.3%
170 51400		OVERTIME					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
170 52100		FICA					
	6,162.00	6,162.00	2,722.60	439.62	0.00	3,439.40	44.2%
170 52200		RETIREMENT					
	16,949.00	16,949.00	8,099.79	1,320.64	0.00	8,849.21	47.8%
170 52300		HEALTH INSUR					
	25,652.00	25,652.00	12,633.60	2,105.60	0.00	13,018.40	49.2%
170 52301		LIFE INSUR					
	456.00	456.00	232.18	39.01	0.00	223.82	50.9%
170 52400		WORKERS' COMP					
	2,975.00	2,975.00	1,487.00	248.00	0.00	1,488.00	50.0%
170 53200		AUDITING					
	2,457.00	2,457.00	1,227.00	205.00	0.00	1,230.00	49.9%
170 53400		CONTRACTUAL					
	10,227.00	10,227.00	3,966.07	3,489.31	0.00	6,260.93	38.8%
170 54101		COMMUNICATIONS-CELLULAR					
	200.00	200.00	0.00	0.00	0.00	200.00	.0%
170 54300		UTILITIES ELECTRIC					
	3,800.00	3,800.00	414.56	0.00	0.00	3,385.44	10.9%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	77.17	12.43	0.00	922.83	7.7%
170 54500		INSURANCE					
	1,171.00	1,171.00	583.00	98.00	0.00	588.00	49.8%
170 54610		R/M BLDG & GROUNDS					
	48,000.00	48,000.00	956.24	0.00	0.00	47,043.76	2.0%
170 54611		R/M FACILITIES					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
170 54620		R/M EQUIPMENT					
	2,000.00	2,000.00	319.34	61.43	0.00	1,680.66	16.0%
170 54630		R/M VEHICLES-LABOR					
	2,500.00	2,500.00	1,207.50	225.00	0.00	1,292.50	48.3%
170 54640		R/M VEHICLES-PARTS					
	2,000.00	2,000.00	988.88	61.01	0.00	1,011.12	49.4%
170 55200		OPERATING SUPPLIES					
	1,500.00	1,500.00	64.72	0.00	0.00	1,435.28	4.3%
170 55210		UNIFORMS					
	1,200.00	1,200.00	900.00	0.00	0.00	300.00	75.0%
170 55230		GAS/OIL					
	3,000.00	3,000.00	1,580.83	404.32	0.00	1,419.17	52.7%
170 59990		RESERVE					
	5,833.00	5,833.00	0.00	0.00	0.00	5,833.00	.0%
170 59997		RESERVE REST'D FOR CEMETERY					
	1,206,626.00	1,206,626.00	0.00	0.00	0.00	1,206,626.00	.0%
TOTAL CEMETERY	0.00	0.00	-11,025.99	2,527.07	0.00	11,025.99	100.0%
TOTAL REVENUES	-1,426,762.00	-1,426,762.00	-86,589.22	-12,459.09	0.00	-1,340,172.78	
TOTAL EXPENSES	1,426,762.00	1,426,762.00	75,563.23	14,986.16	0.00	1,351,198.77	
GRAND TOTAL	0.00	0.00	-11,025.99	2,527.07	0.00	11,025.99	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110		PROPERTY TAXES					
	-48,762.00	-48,762.00	0.00	0.00	0.00	-48,762.00	.0%
180 31117		PROPERTY TAXES-COUNTY					
	-67,915.00	-67,915.00	0.00	0.00	0.00	-67,915.00	.0%
180 36110		INTEREST					
	-500.00	-500.00	-2,460.50	-1,312.95	0.00	1,960.50	492.1%
180 36991		PARKING REVENUE					
	0.00	0.00	-1,000.00	0.00	0.00	1,000.00	100.0%
180 38410		LOAN PROCEEDS					
	-1,000,000.00	-1,150,000.00	-1,150,000.00	0.00	0.00	0.00	100.0%
180 38910		CASH BALANCE FORWARD					
	-126,615.00	-126,615.00	0.00	0.00	0.00	-126,615.00	.0%
180 54700		PRINTING					
	0.00	188.00	187.46	0.00	0.00	0.54	99.7%
180 56300		IMPROVEMENTS					
	1,000,000.00	1,150,000.00	11,244.05	2,954.05	130,115.95	1,008,640.00	12.3%
180 57100		PRINCIPAL					
	52,000.00	52,000.00	0.00	0.00	0.00	52,000.00	.0%
180 57200		INTEREST					
	35,000.00	35,000.00	3,215.59	3,215.59	0.00	31,784.41	9.2%
180 57300		FINANCING COSTS					
	50,000.00	50,000.00	18,199.50	0.00	0.00	31,800.50	36.4%
180 59990		RESERVE					
	106,792.00	106,604.00	0.00	0.00	0.00	106,604.00	.0%
TOTAL COMM DEVELOP AREA	0.00	0.00	-1,120,613.90	4,856.69	130,115.95	990,497.95	100.0%
	TOTAL REVENUES						
	-1,243,792.00	-1,393,792.00	-1,153,460.50	-1,312.95	0.00	-240,331.50	
	TOTAL EXPENSES						
	1,243,792.00	1,393,792.00	32,846.60	6,169.64	130,115.95	1,230,829.45	
	GRAND TOTAL						
	0.00	0.00	-1,120,613.90	4,856.69	130,115.95	990,497.95	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210		FEDERAL LAW ENFORCEMENT SUPP					
	-150,000.00	-150,000.00	-138,186.00	-23,031.00	0.00	-11,814.00	92.1%
190 36110		INTEREST					
	0.00	0.00	-286.90	-93.82	0.00	286.90	100.0%
190 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-5,450.00	0.00	0.00	5,450.00	100.0%
190 38910		CASH BALANCE FORWARD					
	-37,713.00	-37,713.00	0.00	0.00	0.00	-37,713.00	.0%
190 53400		CONTRACTUAL					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
190 54000		TRAINING/TRAVEL					
	8,200.00	3,200.00	0.00	0.00	0.00	3,200.00	.0%
190 54921		UNDERCOVER					
	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
190 55200		OPERATING SUPPLIES					
	1,000.00	6,000.00	2,686.05	1,779.64	0.00	3,313.95	44.8%
190 56400		MACH/EQUIP					
	158,500.00	158,500.00	64,642.86	8,086.50	91,259.10	2,598.04	98.4%
190 56401		EQUIP-NON CAPITAL					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
190 59990		RESERVE					
	13,013.00	13,013.00	0.00	0.00	0.00	13,013.00	.0%
TOTAL LAW ENFORCE RECOVERY	0.00	0.00	-76,593.99	-13,258.68	91,259.10	-14,665.11	100.0%
TOTAL REVENUES	-187,713.00	-187,713.00	-143,922.90	-23,124.82	0.00	-43,790.10	
TOTAL EXPENSES	187,713.00	187,713.00	67,328.91	9,866.14	91,259.10	29,124.99	
GRAND TOTAL	0.00	0.00	-76,593.99	-13,258.68	91,259.10	-14,665.11	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 38910							
	-6,420.00	CASH BALANCE FORWARD -6,420.00	0.00	0.00	0.00	-6,420.00	.0%
220 59990							
	6,420.00	RESERVE 6,420.00	0.00	0.00	0.00	6,420.00	.0%
TOTAL BOND DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL REVENUES	-6,420.00	-6,420.00	0.00	0.00	0.00	-6,420.00	
TOTAL EXPENSES	6,420.00	6,420.00	0.00	0.00	0.00	6,420.00	
GRAND TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 36110		INTEREST					
	-5,800.00	-5,800.00	-3,772.47	-1,374.36	0.00	-2,027.53	65.0%
230 38140		FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-249,998.00	-41,667.00	0.00	-250,002.00	50.0%
230 38141		FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-170,002.00	-28,333.00	0.00	-169,998.00	50.0%
230 38145		FROM WASTEWATER					
	-417,048.00	-417,048.00	-208,524.00	-34,754.00	0.00	-208,524.00	50.0%
230 38146		FROM WATER					
	-1,497,210.00	-1,497,210.00	-748,602.00	-124,768.00	0.00	-748,608.00	50.0%
230 38910		CASH BALANCE FORWARD					
	-292,230.00	-292,230.00	0.00	0.00	0.00	-292,230.00	.0%
230 57100		PRINCIPAL					
	1,724,000.00	1,724,000.00	0.00	0.00	0.00	1,724,000.00	.0%
230 57200		INTEREST					
	1,030,258.00	1,030,258.00	515,129.00	515,129.00	0.00	515,129.00	50.0%
230 59990		RESERVE					
	298,030.00	298,030.00	0.00	0.00	0.00	298,030.00	.0%
TOTAL UTILITY DEBT SERVICE							
	0.00	0.00	-865,769.47	284,232.64	0.00	865,769.47	100.0%
TOTAL REVENUES							
	-3,052,288.00	-3,052,288.00	-1,380,898.47	-230,896.36	0.00	-1,671,389.53	
TOTAL EXPENSES							
	3,052,288.00	3,052,288.00	515,129.00	515,129.00	0.00	2,537,159.00	
GRAND TOTAL							
	0.00	0.00	-865,769.47	284,232.64	0.00	865,769.47	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33400		STATE GRANT					
	-536,300.00	-536,300.00	-118,752.36	-102,622.37	0.00	-417,547.64	22.1%
300 33544		8TH CENT GAS TAX					
	-82,252.00	-82,252.00	-39,155.88	-6,525.98	0.00	-43,096.12	47.6%
300 33710		COUNTY GRANT					
	-108,574.00	-129,574.00	-21,000.00	0.00	0.00	-108,574.00	16.2%
300 36110		INTEREST					
	-8,000.00	-8,000.00	-4,756.96	-1,601.32	0.00	-3,243.04	59.5%
300 36990		OTHER REVENUE					
	-134,625.00	-134,625.00	0.00	0.00	0.00	-134,625.00	.0%
300 38101		FROM GENERAL FUND					
	-2,887,708.00	-2,887,708.00	-1,443,856.00	-240,642.00	0.00	-1,443,852.00	50.0%
300 38910		CASH BALANCE FORWARD					
	-285,564.00	-285,564.00	0.00	0.00	0.00	-285,564.00	.0%
TOTAL CAPITAL IMPROVEMENT							
	-4,043,023.00	-4,064,023.00	-1,627,521.20	-351,391.67	0.00	-2,436,501.80	40.0%
TOTAL REVENUES							
	-4,043,023.00	-4,064,023.00	-1,627,521.20	-351,391.67	0.00	-2,436,501.80	
GRAND TOTAL							
	-4,043,023.00	-4,064,023.00	-1,627,521.20	-351,391.67	0.00	-2,436,501.80	40.0%
** END OF REPORT - Generated by Michele Brown **							



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT							
3001000 56200	BUILDING						
	125,000.00	125,000.00	21,661.09	21,661.09	71,168.00	32,170.91	74.3%
3001000 56410	SOFTWARE						
	320,000.00	320,000.00	73,727.00	740.00	246,273.00	0.00	100.0%
3001000 57100	PRINCIPAL						
	128,743.00	128,743.00	68,123.34	0.00	0.00	60,619.66	52.9%
3001000 57200	INTEREST						
	20,373.00	20,373.00	14,978.88	0.00	0.00	5,394.12	73.5%
3001000 59990	RESERVE						
	-45,594.00	-45,594.00	0.00	0.00	0.00	-45,594.00	.0%
TOTAL GENERAL GOVERNMENT	548,522.00	548,522.00	178,490.31	22,401.09	317,441.00	52,590.69	90.4%
TOTAL EXPENSES	548,522.00	548,522.00	178,490.31	22,401.09	317,441.00	52,590.69	
3001310 CAP IMP IT							
3001310 56400	EQUIPMENT						
	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
TOTAL CAP IMP IT	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
TOTAL EXPENSES	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	
3002100 CAP IMP POLICE							
3002100 56300	IMPROVEMENTS						
	85,000.00	85,000.00	76,987.91	76,972.47	0.53	8,011.56	90.6%
TOTAL CAP IMP POLICE	85,000.00	85,000.00	76,987.91	76,972.47	0.53	8,011.56	90.6%
TOTAL EXPENSES	85,000.00	85,000.00	76,987.91	76,972.47	0.53	8,011.56	
3004100 CAP IMP STREETS							
3004100 56311	SIDEWALKS-GENL/MISC						



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

3004100	CAP IMP STREETS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
		110,000.00	110,000.00	30,825.26	9,996.80	0.00	79,174.74	28.0%
3004100 56312	STREET STRIPING	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
3004100 56320	STREET PAVING/RESURFACING-CAPIT	625,000.00	625,000.00	0.00	0.00	625,000.00	0.00	100.0%
3004100 56400	MACH/EQUIP	210,000.00	210,000.00	74,434.00	0.00	0.00	135,566.00	35.4%
3004100 56500	INFRASTRUCTURE	255,000.00	255,000.00	0.00	0.00	0.00	255,000.00	.0%
	TOTAL CAP IMP STREETS	1,250,000.00	1,250,000.00	105,259.26	9,996.80	625,000.00	519,740.74	58.4%
	TOTAL EXPENSES	1,250,000.00	1,250,000.00	105,259.26	9,996.80	625,000.00	519,740.74	
3007200 CAP IMP REC								
3007200 56300	IMPROVEMENTS	140,000.00	140,000.00	0.00	0.00	0.00	140,000.00	.0%
3007200 56327	BEACH MONITORING/REPORTING	55,000.00	55,000.00	30,400.00	0.00	0.00	24,600.00	55.3%
3007200 56331	BEACH RENOUR / ENGINEERING	45,000.00	45,000.00	0.00	0.00	29,622.00	15,378.00	65.8%
3007200 56332	BEACH RENOURISHMENT	0.00	21,000.00	20,900.00	0.00	0.00	100.00	99.5%
3007200 56333	HABITAT CONSERVATION PLAN	179,501.00	179,501.00	0.00	0.00	0.00	179,501.00	.0%
	TOTAL CAP IMP REC	419,501.00	440,501.00	51,300.00	0.00	29,622.00	359,579.00	18.4%
	TOTAL EXPENSES	419,501.00	440,501.00	51,300.00	0.00	29,622.00	359,579.00	
3007220 CAP IMP PECK								
3007220 56300	IMPROVEMENTS	1,625,000.00	1,625,000.00	117,896.07	102,622.37	1,145,979.33	361,124.60	77.8%
	TOTAL CAP IMP PECK	1,625,000.00	1,625,000.00	117,896.07	102,622.37	1,145,979.33	361,124.60	77.8%
	TOTAL EXPENSES	1,625,000.00	1,625,000.00	117,896.07	102,622.37	1,145,979.33	361,124.60	



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

3007400 CAP IMP AQUATICS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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3007400 CAP IMP AQUATICS

3007400 56300	IMPROVEMENTS						
	15,000.00	15,000.00	0.00	0.00	9,995.50	5,004.50	66.6%
TOTAL CAP IMP AQUATICS							
	15,000.00	15,000.00	0.00	0.00	9,995.50	5,004.50	66.6%
TOTAL EXPENSES							
	15,000.00	15,000.00	0.00	0.00	9,995.50	5,004.50	
GRAND TOTAL							
	4,043,023.00	4,064,023.00	529,933.55	211,992.73	2,128,038.36	1,406,051.09	65.4%

** END OF REPORT - Generated by Michele Brown **

Revenues	(\$ 1,627,521)
Expenses	\$ 529,934
Net	(\$ 1,097,588)



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION							
310 33323		FDOT GRANT					
	-575,000.00	-575,000.00	0.00	0.00	0.00	-575,000.00	.0%
310 36110		INTEREST					
	-10,000.00	-10,000.00	-19,883.93	-5,197.09	0.00	9,883.93	198.8%
TOTAL CAPITAL EXPANSION	-585,000.00	-585,000.00	-19,883.93	-5,197.09	0.00	-565,116.07	3.4%
TOTAL REVENUES	-585,000.00	-585,000.00	-19,883.93	-5,197.09	0.00	-565,116.07	
3101000 CAP EXP ADMIN							
3101000 32410		IMPACT FEES ADMIN					
	-100,000.00	-100,000.00	-61,637.59	-19,229.83	0.00	-38,362.41	61.6%
3101000 38910		CASH BALANCE FORWARD					
	-1,198,345.00	-1,198,345.00	0.00	0.00	0.00	-1,198,345.00	.0%
TOTAL CAP EXP ADMIN	-1,298,345.00	-1,298,345.00	-61,637.59	-19,229.83	0.00	-1,236,707.41	4.7%
TOTAL REVENUES	-1,298,345.00	-1,298,345.00	-61,637.59	-19,229.83	0.00	-1,236,707.41	
3102100 CAP EXP POLICE							
3102100 32421		IMPACT FEES POLICE					
	-60,000.00	-60,000.00	-43,291.69	-13,469.05	0.00	-16,708.31	72.2%
3102100 38910		CASH BALANCE FORWARD					
	-414,964.00	-414,964.00	0.00	0.00	0.00	-414,964.00	.0%
TOTAL CAP EXP POLICE	-474,964.00	-474,964.00	-43,291.69	-13,469.05	0.00	-431,672.31	9.1%
TOTAL REVENUES	-474,964.00	-474,964.00	-43,291.69	-13,469.05	0.00	-431,672.31	
3102200 CAP EXP FIRE							
3102200 32422		IMPACT FEES FIRE					
	-80,000.00	-80,000.00	-42,469.09	-12,626.26	0.00	-37,530.91	53.1%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3102200 38910	CASH BALANCE FORWARD						
	-683,211.00	-683,211.00	0.00	0.00	0.00	-683,211.00	.0%
TOTAL CAP EXP FIRE	-763,211.00	-763,211.00	-42,469.09	-12,626.26	0.00	-720,741.91	5.6%
TOTAL REVENUES	-763,211.00	-763,211.00	-42,469.09	-12,626.26	0.00	-720,741.91	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-650,000.00	-650,000.00	-340,726.20	-83,162.87	0.00	-309,273.80	52.4%
3107200 38101	FROM GENERAL FUND						
	-52,736.00	-52,736.00	-26,366.00	-4,395.00	0.00	-26,370.00	50.0%
3107200 38910	CASH BALANCE FORWARD						
	-2,174,461.00	-2,174,461.00	0.00	0.00	0.00	-2,174,461.00	.0%
TOTAL CAP EXP RECREATION	-2,877,197.00	-2,877,197.00	-367,092.20	-87,557.87	0.00	-2,510,104.80	12.8%
TOTAL REVENUES	-2,877,197.00	-2,877,197.00	-367,092.20	-87,557.87	0.00	-2,510,104.80	
GRAND TOTAL	-5,998,717.00	-5,998,717.00	-534,374.50	-138,080.10	0.00	-5,464,342.50	8.9%
** END OF REPORT - Generated by Michele Brown **							



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN							
3101000 56500	INFRASTRUCTURE						
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
3101000 59990	RESERVE						
	1,276,026.00	1,276,026.00	0.00	0.00	0.00	1,276,026.00	.0%
TOTAL CAP EXP ADMIN							
	1,301,026.00	1,301,026.00	0.00	0.00	0.00	1,301,026.00	.0%
TOTAL EXPENSES							
	1,301,026.00	1,301,026.00	0.00	0.00	0.00	1,301,026.00	
3102100 CAP EXP POLICE							
3102100 56400	MACH/EQUIP						
	107,000.00	107,000.00	41,056.67	10,743.02	43,358.04	22,585.29	78.9%
3102100 59990	RESERVE						
	368,892.00	368,892.00	0.00	0.00	0.00	368,892.00	.0%
TOTAL CAP EXP POLICE							
	475,892.00	475,892.00	41,056.67	10,743.02	43,358.04	391,477.29	17.7%
TOTAL EXPENSES							
	475,892.00	475,892.00	41,056.67	10,743.02	43,358.04	391,477.29	
3102200 CAP EXP FIRE							
3102200 56200	BUILDING						
	1,075,000.00	1,075,000.00	43,651.83	43,651.83	1,031,348.17	0.00	100.0%
3102200 56400	MACH/EQUIP						
	12,000.00	14,040.00	14,039.20	0.00	0.00	0.80	100.0%
3102200 59990	RESERVE						
	252,739.00	250,699.00	0.00	0.00	0.00	250,699.00	.0%
TOTAL CAP EXP FIRE							
	1,339,739.00	1,339,739.00	57,691.03	43,651.83	1,031,348.17	250,699.80	81.3%
TOTAL EXPENSES							
	1,339,739.00	1,339,739.00	57,691.03	43,651.83	1,031,348.17	250,699.80	
3107200 CAP EXP RECREATION							
3107200 56300	IMPROVEMENTS						



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

3107200 CAP EXP RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 59990	420,000.00	420,000.00	54,714.92	8,131.19	19,525.25	345,759.83	17.7%
	RESERVE						
	2,462,060.00	2,462,060.00	0.00	0.00	0.00	2,462,060.00	.0%
TOTAL CAP EXP RECREATION							
	2,882,060.00	2,882,060.00	54,714.92	8,131.19	19,525.25	2,807,819.83	2.6%
TOTAL EXPENSES							
	2,882,060.00	2,882,060.00	54,714.92	8,131.19	19,525.25	2,807,819.83	
GRAND TOTAL							
	5,998,717.00	5,998,717.00	153,462.62	62,526.04	1,094,231.46	4,751,022.92	20.8%

** END OF REPORT - Generated by Michele Brown **

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

CAPITAL EXPANSION FUND**PRELIMINARY Mar**

	FY20-21 BALANCE FORWARD	FY21-22 REVENUE	FY21-22 INTEREST	FY21-22 EXPENSES	FY21-22 BALANCE FORWARD
POLICE	429,185.05	43,291.69	1,682.08	41,056.67	433,102.15
FIRE	694,010.93	42,469.09	2,720.00	57,691.03	681,508.99
SANITATION	-	-	-	-	-
RECREATION/PARKS	2,701,707.50	367,092.20	10,588.64	54,714.92	3,024,673.42
ADMINISTRATION	1,248,511.66	61,637.59	4,893.22	-	1,315,042.47
	5,073,415.14	514,490.57	19,883.94	153,462.62	5,454,327.03



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
315 AMERICAN RESCUE PLAN ACT							
315 33400	STATE GRANT						
	-500,000.00	-500,000.00	-132,644.70	-105,091.20	0.00	-367,355.30	26.5%
315 33440	OTHER GRANT						
	-425,331.00	-425,331.00	-3,130,716.60	-3,130,716.60	0.00	2,705,385.60	736.1%
315 36110	INTEREST						
	0.00	0.00	-11,248.05	-2,436.99	0.00	11,248.05	100.0%
315 38910	CASH BALANCE FORWARD						
	-2,766,953.00	-2,766,953.00	0.00	0.00	0.00	-2,766,953.00	.0%
TOTAL AMERICAN RESCUE PLAN ACT							
	-3,692,284.00	-3,692,284.00	-3,274,609.35	-3,238,244.79	0.00	-417,674.65	88.7%
TOTAL REVENUES							
	-3,692,284.00	-3,692,284.00	-3,274,609.35	-3,238,244.79	0.00	-417,674.65	
3154700 ARPA STORMWATER							
3154700 56300	IMPROVEMENTS						
	1,256,700.00	1,256,700.00	271,992.38	91,065.97	218,675.14	766,032.48	39.0%
TOTAL ARPA STORMWATER							
	1,256,700.00	1,256,700.00	271,992.38	91,065.97	218,675.14	766,032.48	39.0%
TOTAL EXPENSES							
	1,256,700.00	1,256,700.00	271,992.38	91,065.97	218,675.14	766,032.48	
3157200 ARPA - RECREATION							
3157200 56300	IMPROVEMENTS						
	2,435,584.00	2,435,584.00	731,418.25	192,134.30	461,368.80	1,242,796.95	49.0%
TOTAL ARPA - RECREATION							
	2,435,584.00	2,435,584.00	731,418.25	192,134.30	461,368.80	1,242,796.95	49.0%
TOTAL EXPENSES							
	2,435,584.00	2,435,584.00	731,418.25	192,134.30	461,368.80	1,242,796.95	
GRAND TOTAL							
	0.00	0.00	-2,271,198.72	-2,955,044.52	680,043.94	1,591,154.78	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110		INTEREST					
	-44,200.00	-44,200.00	-34,623.72	-8,945.79	0.00	-9,576.28	78.3%
330 36120		UNREALIZED GAIN					
	0.00	0.00	2,246.82	764.84	0.00	-2,246.82	100.0%
330 38145		FROM WASTEWATER					
	-1,500,000.00	-1,500,000.00	-750,000.00	-125,000.00	0.00	-750,000.00	50.0%
330 38910		CASH BALANCE FORWARD					
	-8,097,922.00	-8,097,922.00	0.00	0.00	0.00	-8,097,922.00	.0%
330 56300		IMPROVEMENTS					
	750,000.00	750,000.00	180,324.00	112,702.50	325,435.91	244,240.09	67.4%
330 59990		RESERVE					
	8,892,122.00	8,892,122.00	0.00	0.00	0.00	8,892,122.00	.0%
TOTAL WASTEWATER IMPROVEMENT	0.00	0.00	-602,052.90	-20,478.45	325,435.91	276,616.99	100.0%
	TOTAL REVENUES						
	-9,642,122.00	-9,642,122.00	-782,376.90	-133,180.95	0.00	-8,859,745.10	
	TOTAL EXPENSES						
	9,642,122.00	9,642,122.00	180,324.00	112,702.50	325,435.91	9,136,362.09	
	GRAND TOTAL						
	0.00	0.00	-602,052.90	-20,478.45	325,435.91	276,616.99	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 34710		GREEN FEES					
	-400,000.00	-400,000.00	-280,734.09	-62,973.80	0.00	-119,265.91	70.2%
410 34713		GOLF CARTS					
	-430,000.00	-430,000.00	-165,390.76	-35,782.66	0.00	-264,609.24	38.5%
410 34714		RANGE FEES					
	-25,000.00	-41,000.00	-28,101.86	-6,860.21	0.00	-12,898.14	68.5%
410 34716		FOOD AND BEVERAGE REVENUE					
	0.00	0.00	-22,005.99	-22,005.99	0.00	22,005.99	100.0%
410 34718		FACILITY RENTAL					
	-42,000.00	-42,000.00	LY \$99,499 0.00	0.00	0.00	-42,000.00	.0%
410 34733		MEMBERSHIPS					
	-110,000.00	-110,000.00	-161,003.66	-16,103.00	0.00	51,003.66	146.4%
410 36990		OTHER REVENUE					
	-24,260.00	-35,000.00	-352.72	-94.54	0.00	-34,647.28	1.0%
410 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	3,047.75	3,322.69	0.00	-3,047.75	100.0%
410 38101		FROM GENERAL FUND					
	-100,000.00	-100,000.00	-50,002.00	-8,333.00	0.00	-49,998.00	50.0%
410 38910		CASH BALANCE FORWARD					
	1,581,844.00	1,581,844.00	0.00	0.00	0.00	1,581,844.00	.0%
410 51200		SALARIES					
	278,800.00	278,800.00	140,176.48	21,550.41	0.00	138,623.52	50.3%
410 51350		PART-TIME					
	187,552.00	187,552.00	86,598.27	16,113.00	0.00	100,953.73	46.2%
410 51400		OVERTIME					
	5,000.00	5,000.00	8,622.86	345.60	0.00	-3,622.86	172.5%
410 52100		FICA					
	36,059.00	36,059.00	17,980.53	2,892.85	0.00	18,078.47	49.9%
410 52200		RETIREMENT					
	63,171.00	63,171.00	31,187.93	4,579.46	0.00	31,983.07	49.4%
410 52300		HEALTH INSUR					
	41,095.00	41,095.00	15,293.74	2,681.23	0.00	25,801.26	37.2%
410 52301		LIFE INSUR					
	150.00	150.00	799.24	138.65	0.00	-649.24	532.8%
410 52350		OPEB COSTS					
	794.00	794.00	398.00	66.00	0.00	396.00	50.1%
410 52400		WORKERS' COMP					
	5,360.00	5,360.00	2,678.00	447.00	0.00	2,682.00	50.0%
410 53100		PROFESSIONAL SERVICES					
	7,525.00	1,525.00	0.00	0.00	0.00	1,525.00	.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 53200		AUDITING					
	7,371.00	7,371.00	3,687.00	614.00	0.00	3,684.00	50.0%
410 53400		CONTRACTUAL					
	11,080.00	8,440.00	12,701.85	3,043.15	0.00	-4,261.85	150.5%
410 54000		TRAINING/TRAVEL					
	0.00	675.00	231.12	43.66	0.00	443.88	34.2%
410 54100		COMM - PHONE/FAX/ALARM					
	2,040.00	2,040.00	349.50	69.84	0.00	1,690.50	17.1%
410 54101		COMMUNICATIONS-CELLULAR					
	2,340.00	2,340.00	0.00	0.00	0.00	2,340.00	.0%
410 54103		COMMUNICATIONS-INTERNET					
	5,665.00	3,365.00	2,112.02	335.05	0.00	1,252.98	62.8%
410 54200		POSTAGE					
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
410 54300		UTILITIES ELECTRIC					
	65,000.00	72,000.00	20,434.78	8,267.96	0.00	51,565.22	28.4%
410 54310		UTILITIES-WATER & WASTEWATER					
	10,200.00	10,200.00	4,149.89	960.90	0.00	6,050.11	40.7%
410 54500		INSURANCE					
	23,671.00	23,671.00	13,424.76	1,972.00	0.00	10,246.24	56.7%
410 54610		R/M BLDG & GROUNDS					
	4,000.00	4,000.00	600.00	0.00	0.00	3,400.00	15.0%
410 54611		R/M FACILITIES					
	34,500.00	34,500.00	23,865.31	2,453.09	0.00	10,634.69	69.2%
410 54620		R/M EQUIPMENT					
	29,650.00	29,650.00	20,904.08	9,257.31	0.00	8,745.92	70.5%
410 54630		R/M VEHICLES-LABOR					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
410 54640		R/M VEHICLES-PARTS					
	500.00	500.00	186.16	37.20	0.00	313.84	37.2%
410 54800		PROMOTIONAL					
	28,400.00	23,300.00	8,796.00	849.00	0.00	14,504.00	37.8%
410 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	705.04	107.22	0.00	294.96	70.5%
410 55200		OPERATING SUPPLIES					
	176,892.00	176,676.00	76,367.44	17,358.43	0.00	100,308.56	43.2%
410 55210		UNIFORMS					
	6,050.00	6,050.00	2,031.85	0.00	0.00	4,018.15	33.6%
410 55220		JANITORIAL SUPPLIES					
	0.00	2,000.00	173.15	0.00	0.00	1,826.85	8.7%
410 55230		GAS/OIL					
	37,000.00	30,000.00	13,801.02	4,666.25	0.00	16,198.98	46.0%
410 55400		BOOKS/SUBS/DUES					
	7,459.00	5,000.00	754.00	200.00	0.00	4,246.00	15.1%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 55545	PRO SHOP COST OF SALES						
	0.00	0.00	0.00	4,463.68	0.00	0.00	.0%
410 56300	IMPROVEMENTS						
	15,000.00	15,000.00	8,931.75	3,450.00	0.00	6,068.25	59.5%
410 56400	MACH/EQUIP						
	75,000.00	73,954.00	68,762.00	14,788.00	0.00	5,192.00	93.0%
410 59990	RESERVE						
	-1,581,844.00	-1,581,844.00	0.00	0.00	0.00	-1,581,844.00	.0%
TOTAL GOLF	38,164.00	-5,662.00	-117,839.56	-27,079.57	0.00	112,177.56	2081.2%
TOTAL REVENUES	450,584.00	423,844.00	-704,543.33	-148,830.51	0.00	1,128,387.33	
TOTAL EXPENSES	-412,420.00	-429,506.00	586,703.77	121,750.94	0.00	-1,016,209.77	
4107260 GOLF TOPTRACER							
				Operations Net Rev (\$117,840)			
4107260 34716	TT FOOD & BEVERAGE						
	-45,000.00	-6,000.00	-3,532.18	-1,198.03	0.00	-2,467.82	58.9%
4107260 34717	BAY RENTALS						
	-60,000.00	-24,000.00	-25,717.78	-7,454.00	0.00	1,717.78	107.2%
4107260 34790	TOPTRACER BAY SPONSORSHIP						
	-11,004.00	-11,004.00	-5,499.78	-916.63	0.00	-5,504.22	50.0%
4107260 51200	SALARIES						
	0.00	0.00	60.00	0.00	0.00	-60.00	100.0%
4107260 51350	PART TIME SALARIES						
	37,500.00	37,500.00	20,957.66	3,996.00	0.00	16,542.34	55.9%
4107260 51400	OVERTIME						
	0.00	0.00	976.50	0.00	0.00	-976.50	100.0%
4107260 52100	FICA						
	3,500.00	3,500.00	1,656.52	305.67	0.00	1,843.48	47.3%
4107260 52400	WORKERS' COMP						
	1,200.00	1,200.00	600.00	100.00	0.00	600.00	50.0%
4107260 54103	COMMUNICATIONS-INTERNET						
	0.00	2,300.00	1,164.05	252.01	0.00	1,135.95	50.6%
4107260 54400	RENTALS/LEASES						
	24,000.00	24,000.00	14,000.00	2,000.00	0.00	10,000.00	58.3%
4107260 54800	PROMOTIONAL						
	0.00	5,100.00	3,801.75	966.00	0.00	1,298.25	74.5%
4107260 55200	OPERATING SUPPLIES						
	0.00	10,000.00	2,688.75	853.75	0.00	7,311.25	26.9%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

4107260 GOLF TOPTRACER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4107260 55550	F&B COST OF SALES						
	0.00	2,400.00	908.96	328.63	0.00	1,491.04	37.9%
4107260 56300	IMPROVEMENTS						
	0.00	6,000.00	2,925.07	0.00	0.00	3,074.93	48.8%
TOTAL GOLF TOPTRACER							
	-49,804.00	50,996.00	14,989.52	-766.60	0.00	36,006.48	29.4%
TOTAL REVENUES							
	-116,004.00	-41,004.00	-34,749.74	-9,568.66	0.00	-6,254.26	
TOTAL EXPENSES							
	66,200.00	92,000.00	49,739.26	8,802.06	0.00	42,260.74	
Toptracer Net Exp \$14,990							
4107261 GOLF PRO SHOP							
4107261 34715	PRO SHOP SALES						
	-60,000.00	-80,000.00	-45,016.87	-11,024.79	0.00	-34,983.13	56.3%
4107261 34719	GOLF INSTRUCTION						
	-2,400.00	-2,400.00	0.00	0.00	0.00	-2,400.00	.0%
4107261 51200	SALARIES						
	40,000.00	40,000.00	17,677.42	5,477.00	0.00	22,322.58	44.2%
4107261 51350	PART TIME SALARIES						
	33,540.00	33,540.00	15,550.09	2,700.00	0.00	17,989.91	46.4%
4107261 51400	OVERTIME						
	0.00	0.00	1,452.58	18.00	0.00	-1,452.58	100.0%
4107261 52100	FICA						
	5,626.00	5,626.00	2,702.67	626.05	0.00	2,923.33	48.0%
4107261 52200	RETIREMENT						
	0.00	0.00	3,662.09	1,156.15	0.00	-3,662.09	100.0%
4107261 52300	HEALTH INSUR						
	0.00	0.00	3,815.85	763.17	0.00	-3,815.85	100.0%
4107261 52301	LIFE INSUR						
	0.00	0.00	80.84	18.80	0.00	-80.84	100.0%
4107261 55210	UNIFORMS						
	0.00	0.00	450.00	0.00	0.00	-450.00	100.0%
4107261 55545	PRO SHOP COST OF SALES						
	40,000.00	30,000.00	35,677.12	6,295.03	0.00	-5,677.12	118.9%
TOTAL GOLF PRO SHOP							
	56,766.00	26,766.00	36,051.79	6,029.41	0.00	-9,285.79	134.7%
TOTAL REVENUES							
	-62,400.00	-82,400.00	-45,016.87	-11,024.79	0.00	-37,383.13	
TOTAL EXPENSES							
	119,166.00	109,166.00	81,068.66	17,054.20	0.00	28,097.34	
Pro Shop Net Exp \$36,052							



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

4107262	GOLF FOOD & BEVERAGE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4107262 GOLF FOOD & BEVERAGE								
4107262 34716	FOOD AND BEVERAGE	-306,952.00	-335,212.00	-150,433.90	-25,823.74	0.00	-184,778.10	44.9%
4107262 34718	FACILITY RENTAL	0.00	0.00	-36,884.58	-36,884.58	0.00	36,884.58	100.0%
4107262 51200	SALARIES	50,000.00	50,000.00	37,507.31	6,129.65	0.00	12,492.69	75.0%
4107262 51350	PART TIME SALARIES	30,000.00	30,000.00	18,906.25	3,324.75	0.00	11,093.75	63.0%
4107262 51400	OVERTIME	0.00	0.00	2,740.27	346.50	0.00	-2,740.27	100.0%
4107262 52100	FICA	8,420.00	8,420.00	4,374.68	716.19	0.00	4,045.32	52.0%
4107262 52200	RETIREMENT	10,520.00	10,520.00	8,063.11	1,432.65	0.00	2,456.89	76.6%
4107262 52300	HEALTH INSUR	14,784.00	14,784.00	10,318.12	1,846.88	0.00	4,465.88	69.8%
4107262 52301	LIFE INSUR	0.00	0.00	223.25	39.95	0.00	-223.25	100.0%
4107262 53400	CONTRACTUAL	0.00	0.00	2,061.45	432.55	0.00	-2,061.45	100.0%
4107262 54400	RENTALS/LEASES	0.00	2,640.00	1,100.00	220.00	0.00	1,540.00	41.7%
4107262 55200	OPERATING SUPPLIES	0.00	0.00	6,203.65	1,388.15	0.00	-6,203.65	100.0%
4107262 55210	UNIFORMS	0.00	0.00	150.00	0.00	0.00	-150.00	100.0%
4107262 55550	F&B COST OF SALES	148,102.00	145,702.00	60,124.45	14,573.03	0.00	85,577.55	41.3%
4107262 56401	NON CAP EQUIP	0.00	1,046.00	1,045.31	0.00	0.00	0.69	99.9%
TOTAL GOLF FOOD & BEVERAGE		-45,126.00	-72,100.00	-34,500.63	-32,258.02	0.00	-37,599.37	47.9%
TOTAL REVENUES		-306,952.00	-335,212.00	-187,318.48	-62,708.32	0.00	-147,893.52	
TOTAL EXPENSES		261,826.00	263,112.00	152,817.85	30,450.30	0.00	110,294.15	
GRAND TOTAL		0.00	0.00	-101,298.88	-54,074.78	0.00	101,298.88	100.0%

** END OF REPORT - Generated by Michele Brown **

Total Golf Net Revenue (101,299)



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220		FAA GRANT					
	-365,125.00	-365,125.00	-110,680.00	-9,454.00	0.00	-254,445.00	30.3%
420 33323		FDOT GRANT					
	-627,326.00	-627,326.00	-299,673.29	-201,242.25	0.00	-327,652.71	47.8%
420 34704		RENTALS NON-TAXABLE					
	0.00	0.00	-16.00	0.00	0.00	16.00	100.0%
420 34720		RENTALS					
	0.00	0.00	-1,175.00	-425.00	0.00	1,175.00	100.0%
420 34970		FUEL FLOW FEES					
	-24,800.00	-24,800.00	-17,841.36	-3,231.92	0.00	-6,958.64	71.9%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-52,372.00	-52,372.00	-28,278.50	-4,628.11	0.00	-24,093.50	54.0%
420 34972		BUILDING LEASE					
	0.00	0.00	-2,466.62	-373.20	0.00	2,466.62	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-107,481.30	-18,762.93	0.00	-98,478.70	52.2%
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-66,571.00	-66,571.00	-35,100.96	-5,850.16	0.00	-31,470.04	52.7%
420 34975		RENT/LEASE PAYMENTS					
	-350,000.00	-350,000.00	-170,580.49	-27,981.71	0.00	-179,419.51	48.7%
420 34976		8 FLAGS RENT (TAXABLE)					
	-64,080.00	-64,080.00	-56,859.60	-8,767.23	0.00	-7,220.40	88.7%
420 34978		8 FLAGS RENT NON-TAXABLE					
	-56,712.00	-56,712.00	-2,753.64	-367.00	0.00	-53,958.36	4.9%
420 34979		TRANSIENT REVENUE					
	0.00	0.00	-5,599.67	-1,210.00	0.00	5,599.67	100.0%
420 36110		INTEREST					
	0.00	0.00	-11,467.48	-5,780.77	0.00	11,467.48	100.0%
420 36990		OTHER REVENUE					
	-69,100.00	-69,100.00	-45,986.51	-40,367.47	0.00	-23,113.49	66.6%
420 36991		AIRCRAFT PARKING REVENUE					
	-2,004.00	-2,004.00	-634.24	-235.20	0.00	-1,369.76	31.6%
420 36995		LATE FEES					
	0.00	0.00	-2,526.48	-408.63	0.00	2,526.48	100.0%
420 38101		FROM GENERAL FUND					
	-275,000.00	-275,000.00	-137,498.00	-22,917.00	0.00	-137,502.00	50.0%
420 38410		LOAN PROCEEDS					
	-3,991,000.00	-4,850,000.00	-4,850,000.00	0.00	0.00	0.00	100.0%
420 38910		CASH BALANCE FORWARD					
	-693,302.00	-693,302.00	0.00	0.00	0.00	-693,302.00	.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 51200		SALARIES					
	139,064.00	139,064.00	65,887.29	10,852.20	0.00	73,176.71	47.4%
420 51350		PART-TIME					
	15,080.00	15,080.00	7,283.18	1,246.50	0.00	7,796.82	48.3%
420 52100		FICA					
	11,792.00	11,792.00	5,240.88	878.21	0.00	6,551.12	44.4%
420 52200		RETIREMENT					
	29,259.00	29,259.00	13,862.69	2,283.30	0.00	15,396.31	47.4%
420 52300		HEALTH INSUR					
	28,573.00	28,573.00	14,072.94	2,355.65	0.00	14,500.06	49.3%
420 52301		LIFE INSUR					
	768.00	768.00	397.62	66.74	0.00	370.38	51.8%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	890.65	146.00	0.00	865.35	50.7%
420 52400		WORKERS' COMP					
	1,521.00	1,521.00	759.00	127.00	0.00	762.00	49.9%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	17,748.58	0.00	0.00	7,251.42	71.0%
420 53200		AUDITING					
	7,371.00	7,371.00	3,687.00	614.00	0.00	3,684.00	50.0%
420 53400		CONTRACTUAL					
	56,618.00	56,618.00	15,083.18	1,321.37	5,550.00	35,984.82	36.4%
420 54000		TRAINING/TRAVEL					
	3,210.00	3,210.00	0.00	0.00	0.00	3,210.00	.0%
420 54100		COMM - PHONE/FAX/ALARM					
	2,988.00	2,988.00	1,048.50	209.52	0.00	1,939.50	35.1%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	611.31	101.85	0.00	1,388.69	30.6%
420 54103		COMMUNICATIONS-INTERNET					
	5,922.00	5,922.00	1,113.00	185.50	0.00	4,809.00	18.8%
420 54200		POSTAGE					
	100.00	100.00	7.38	0.00	0.00	92.62	7.4%
420 54300		UTILITIES ELECTRIC					
	34,500.00	34,400.00	8,502.18	1,706.50	0.00	25,897.82	24.7%
420 54310		UTILITIES-WATER & WASTEWATER					
	12,200.00	12,200.00	3,658.51	746.64	0.00	8,541.49	30.0%
420 54500		INSURANCE					
	66,499.00	66,499.00	33,241.00	5,543.00	0.00	33,258.00	50.0%
420 54610		R/M BLDG & GROUNDS					
	192,000.00	187,500.00	61,246.38	14,516.87	5,893.24	120,360.38	35.8%
420 54611		R/M FACILITIES					
	30,500.00	30,500.00	4,131.92	1,141.39	0.00	26,368.08	13.5%
420 54620		R/M EQUIPMENT					
	1,500.00	1,500.00	1,102.20	287.72	0.00	397.80	73.5%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54630		R/M VEHICLES-LABOR					
	6,000.00	6,000.00	2,332.50	1,710.00	0.00	3,667.50	38.9%
420 54640		R/M VEHICLES-PARTS					
	8,000.00	8,000.00	1,270.45	596.97	0.00	6,729.55	15.9%
420 54700		PRINTING					
	650.00	650.00	0.00	0.00	0.00	650.00	.0%
420 54800		PROMOTIONAL					
	750.00	5,250.00	4,619.09	4,500.00	0.00	630.91	88.0%
420 54910		BILLING COSTS					
	7,300.00	7,300.00	3,652.00	608.00	0.00	3,648.00	50.0%
420 55100		OFFICE SUPPLIES					
	2,300.00	2,300.00	-118.45	40.85	0.00	2,418.45	-5.2%
420 55200		OPERATING SUPPLIES					
	1,115.00	1,115.00	739.42	0.00	0.00	375.58	66.3%
420 55210		UNIFORMS					
	400.00	400.00	124.00	0.00	0.00	276.00	31.0%
420 55230		GAS/OIL					
	11,000.00	11,000.00	5,175.46	686.26	0.00	5,824.54	47.0%
420 55400		BOOKS/SUBS/DUES					
	525.00	625.00	605.00	275.00	0.00	20.00	96.8%
420 56300		IMPROVEMENTS					
	5,723,441.00	6,582,441.00	793,777.14	528,093.84	3,935,697.51	1,852,966.35	71.8%
420 56401		EQUIP-NON CAPITAL					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 57100		PRINCIPAL					
	204,000.00	204,000.00	0.00	0.00	0.00	204,000.00	.0%
420 57200		INTEREST					
	135,952.00	135,952.00	29,037.34	29,037.34	0.00	106,914.66	21.4%
420 57300		FINANCING COSTS					
	50,000.00	50,000.00	18,199.50	0.00	0.00	31,800.50	36.4%
420 59990		RESERVE					
	22,698.00	22,698.00	0.00	0.00	0.00	22,698.00	.0%
TOTAL AIRPORT	0.00	0.00	-4,767,630.30	257,875.64	3,947,140.75	820,489.55	100.0%
TOTAL REVENUES	-6,843,352.00	-7,702,352.00	-5,886,619.14	-352,002.58	0.00	-1,815,732.86	
TOTAL EXPENSES	6,843,352.00	7,702,352.00	1,118,988.84	609,878.22	3,947,140.75	2,636,222.41	
GRAND TOTAL	0.00	0.00	-4,767,630.30	257,875.64	3,947,140.75	820,489.55	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 32370		FRANCHISE FEES - SOLD WASTE					
	-24,000.00	-24,000.00	0.00	0.00	0.00	-24,000.00	.0%
440 34340		GARBAGE FEES					
	-2,502,644.00	-2,502,644.00	-1,374,994.70	-227,965.11	0.00	-1,127,649.30	54.9%
440 34341		GARBAGE FEES - CITY OF FB					
	-400,800.00	-400,800.00	-213,108.34	-35,571.08	0.00	-187,691.66	53.2%
440 36110		INTEREST					
	0.00	0.00	-125.28	-65.28	0.00	125.28	100.0%
440 36990		OTHER REVENUE					
	-80,000.00	-80,000.00	-12,658.72	-1,900.02	0.00	-67,341.28	15.8%
440 38101		FROM GENERAL FUND					
	-60,000.00	-60,000.00	-30,000.00	-5,000.00	0.00	-30,000.00	50.0%
440 38910		CASH BALANCE FORWARD					
	20,162.00	20,162.00	0.00	0.00	0.00	20,162.00	.0%
440 51200		SALARIES					
	93,099.00	93,099.00	32,103.40	6,046.42	0.00	60,995.60	34.5%
440 51400		OVERTIME					
	10,000.00	10,000.00	3,493.78	784.89	0.00	6,506.22	34.9%
440 52100		FICA					
	5,754.00	5,754.00	2,744.43	515.57	0.00	3,009.57	47.7%
440 52200		RETIREMENT					
	23,191.00	23,191.00	7,615.87	1,437.30	0.00	15,575.13	32.8%
440 52300		HEALTH INSUR					
	50,023.00	50,023.00	8,278.59	1,682.78	0.00	41,744.41	16.5%
440 52301		LIFE INSUR					
	733.00	733.00	185.73	38.20	0.00	547.27	25.3%
440 52400		WORKERS' COMP					
	2,000.00	2,000.00	998.00	167.00	0.00	1,002.00	49.9%
440 53200		AUDITING					
	7,371.00	7,371.00	3,687.00	614.00	0.00	3,684.00	50.0%
440 53400		CONTRACTUAL					
	293,722.00	293,722.00	112,809.16	5,374.73	52,391.19	128,521.65	56.2%
440 53440		SANITATION SERVICES EXPENSE					
	2,274,903.00	2,274,903.00	1,029,154.57	190,001.57	0.00	1,245,748.43	45.2%
440 53444		RECYCLING SERVICES					
	20,000.00	20,000.00	9,998.00	1,667.00	0.00	10,002.00	50.0%
440 54000		TRAINING/TRAVEL					
	250.00	250.00	0.00	0.00	0.00	250.00	.0%
440 54400		RENTALS/LEASES					
	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 54440		LAND RENT					
	35,000.00	35,000.00	15,750.00	2,625.00	0.00	19,250.00	45.0%
440 54610		R/M BLDG & GROUNDS					
	5,000.00	5,000.00	62.95	0.00	0.00	4,937.05	1.3%
440 54630		R/M VEHICLES-LABOR					
	10,000.00	10,000.00	2,985.00	360.00	0.00	7,015.00	29.9%
440 54640		R/M VEHICLES-PARTS					
	15,000.00	15,000.00	4,046.96	1,269.54	0.00	10,953.04	27.0%
440 54910		BILLING COSTS					
	92,000.00	92,000.00	45,998.00	7,667.00	0.00	46,002.00	50.0%
440 55100		OFFICE SUPPLIES					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
440 55200		OPERATING SUPPLIES					
	500.00	500.00	382.45	0.00	0.00	117.55	76.5%
440 55210		UNIFORMS					
	1,200.00	1,200.00	740.24	0.00	0.00	459.76	61.7%
440 55230		GAS/OIL					
	18,000.00	18,000.00	10,061.89	2,597.03	0.00	7,938.11	55.9%
440 55644		NON PROFIT KNB					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
440 56401		NON CAP EQUIP					
	12,000.00	12,000.00	4,980.00	4,980.00	0.00	7,020.00	41.5%
440 59990		RESERVE					
	52,036.00	52,036.00	0.00	0.00	0.00	52,036.00	.0%
TOTAL SANITATION	0.00	0.00	-334,811.02	-42,673.46	52,391.19	282,419.83	100.0%
TOTAL REVENUES	-3,047,282.00	-3,047,282.00	-1,630,887.04	-270,501.49	0.00	-1,416,394.96	
TOTAL EXPENSES	3,047,282.00	3,047,282.00	1,296,076.02	227,828.03	52,391.19	1,698,814.79	
GRAND TOTAL	0.00	0.00	-334,811.02	-42,673.46	52,391.19	282,419.83	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER			LY \$2,721,083				
450 34345		WASTEWATER CHARGES					
	-5,490,000.00	-5,490,000.00	-2,779,917.95	-451,786.20	0.00	-2,710,082.05	50.6%
450 34530		SEPTIC DUMPING					
	-50,000.00	-50,000.00	-26,504.02	-4,646.80	0.00	-23,495.98	53.0%
450 34535		WASTEWATER TAP FEES					
	-31,250.00	-31,250.00	-26,000.00	-2,000.00	0.00	-5,250.00	83.2%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	-5,000.00	-5,000.00	-35,690.00	-200.00	0.00	30,690.00	713.8%
450 36110		INTEREST					
	-90,000.00	-90,000.00	-20,106.45	-4,104.58	0.00	-69,893.55	22.3%
450 36120		UNREALIZED GAIN					
	0.00	0.00	2,246.82	764.84	0.00	-2,246.82	100.0%
450 38910		CASH BALANCE FORWARD					
	-5,462,894.00	-5,462,894.00	0.00	0.00	0.00	-5,462,894.00	.0%
450 51200		SALARIES					
	623,740.00	623,740.00	290,386.20	51,411.13	0.00	333,353.80	46.6%
450 51350		PART-TIME					
	33,515.00	33,515.00	15,911.61	3,315.36	0.00	17,603.39	47.5%
450 51400		OVERTIME					
	119,200.00	119,200.00	47,088.01	9,613.81	0.00	72,111.99	39.5%
450 52100		FICA					
	61,997.00	61,997.00	26,076.80	4,753.33	0.00	35,920.20	42.1%
450 52200		RETIREMENT					
	131,235.00	131,235.00	70,240.16	12,839.63	0.00	60,994.84	53.5%
450 52300		HEALTH INSUR					
	185,626.00	185,626.00	70,797.78	11,537.65	0.00	114,828.22	38.1%
450 52301		LIFE INSUR					
	3,505.00	3,505.00	1,649.83	285.76	0.00	1,855.17	47.1%
450 52350		OPEB COSTS					
	15,361.00	15,361.00	7,681.00	1,280.00	0.00	7,680.00	50.0%
450 52400		WORKERS' COMP					
	12,098.00	12,098.00	6,050.00	1,008.00	0.00	6,048.00	50.0%
450 52500		UNEMPLOYMENT					
	0.00	0.00	2,475.00	2,475.00	0.00	-2,475.00	100.0%
450 53100		PROFESSIONAL SERVICES					
	175,000.00	175,000.00	0.00	0.00	0.00	175,000.00	.0%
450 53200		AUDITING					
	15,561.00	15,561.00	7,779.00	1,297.00	0.00	7,782.00	50.0%
450 53400		CONTRACTUAL					
	186,146.00	186,146.00	112,540.38	32,097.02	0.00	73,605.62	60.5%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54000		TRAINING/TRAVEL					
	28,075.00	28,075.00	582.00	276.00	0.00	27,493.00	2.1%
450 54100		COMM - PHONE/FAX/ALARM					
	3,612.00	3,612.00	466.00	93.12	0.00	3,146.00	12.9%
450 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	1,625.06	601.65	0.00	3,374.94	32.5%
450 54103		COMMUNICATIONS-INTERNET					
	3,635.00	3,635.00	1,575.75	344.16	0.00	2,059.25	43.3%
450 54200		POSTAGE					
	3,000.00	3,000.00	19.37	0.00	0.00	2,980.63	.6%
450 54300		UTILITIES ELECTRIC					
	189,000.00	189,000.00	90,729.95	45,169.51	0.00	98,270.05	48.0%
450 54310		UTILITIES-WATER & WASTEWATER					
	35,000.00	35,000.00	22,845.15	9,612.89	0.00	12,154.85	65.3%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54500		INSURANCE					
	24,246.00	24,246.00	12,120.00	2,021.00	0.00	12,126.00	50.0%
450 54610		R/M BLDG & GROUNDS					
	38,700.00	38,700.00	22,357.04	659.85	0.00	16,342.96	57.8%
450 54611		R/M FACILITIES					
	49,500.00	49,500.00	6,838.41	240.00	3,724.00	38,937.59	21.3%
450 54620		R/M EQUIPMENT					
	119,000.00	119,000.00	26,504.49	1,441.79	24,483.83	68,011.68	42.8%
450 54630		R/M VEHICLES-LABOR					
	24,000.00	24,000.00	6,933.75	1,462.50	0.00	17,066.25	28.9%
450 54640		R/M VEHICLES-PARTS					
	35,000.00	35,000.00	24,055.61	3,590.30	0.00	10,944.39	68.7%
450 54910		BILLING COSTS					
	200,000.00	200,000.00	99,998.00	16,667.00	0.00	100,002.00	50.0%
450 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	112,500.00	18,750.00	0.00	112,500.00	50.0%
450 55100		OFFICE SUPPLIES					
	1,100.00	1,100.00	796.01	84.08	0.00	303.99	72.4%
450 55200		OPERATING SUPPLIES					
	271,955.00	271,955.00	73,737.57	6,882.67	0.00	198,217.43	27.1%
450 55210		UNIFORMS					
	10,525.00	10,525.00	5,686.06	0.00	0.00	4,838.94	54.0%
450 55220		JANITORIAL SUPPLIES					
	2,500.00	2,500.00	272.49	0.00	0.00	2,227.51	10.9%
450 55230		GAS/OIL					
	28,000.00	28,000.00	11,550.54	2,509.28	0.00	16,449.46	41.3%
450 55240		CHEMICALS					
	70,000.00	70,000.00	37,843.26	9,689.52	0.00	32,156.74	54.1%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	5,222.95	5,222.95	2,467.80	309.25	96.1%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	876.75	35.50	0.00	1,023.25	46.1%
450 56300		IMPROVEMENTS					
	540,000.00	975,000.00	329,885.66	55,091.71	528,341.50	116,772.84	88.0%
450 56400		MACH/EQUIP					
	100,000.00	100,000.00	15,500.00	15,500.00	77,103.00	7,397.00	92.6%
450 56401		EQUIP-NON CAPITAL					
	23,500.00	23,500.00	8,982.98	459.98	0.00	14,517.02	38.2%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	180,000.00	30,000.00	0.00	180,000.00	50.0%
450 59230		TRANSFER TO UTIL ACQ DS					
	417,048.00	417,048.00	208,524.00	34,754.00	0.00	208,524.00	50.0%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	750,000.00	125,000.00	0.00	750,000.00	50.0%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	300,000.00	50,000.00	0.00	300,000.00	50.0%
450 59990		RESERVE					
	4,641,064.00	4,206,064.00	0.00	0.00	0.00	4,206,064.00	.0%
TOTAL WASTEWATER	0.00	0.00	130,733.02	106,100.41	636,120.13	-766,853.15	100.0%
TOTAL REVENUES	-11,129,144.00	-11,129,144.00	-2,885,971.60	-461,972.74	0.00	-8,243,172.40	
TOTAL EXPENSES	11,129,144.00	11,129,144.00	3,016,704.62	568,073.15	636,120.13	7,476,319.25	
GRAND TOTAL	0.00	0.00	130,733.02	106,100.41	636,120.13	-766,853.15	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
			LY \$1,968,817				
460 34346		WATER CHARGES					
	-4,339,189.00	-4,339,189.00	-2,049,554.69	-309,078.43	0.00	-2,289,634.31	47.2%
460 34610		WATER TAP CHARGES					
	-53,560.00	-53,560.00	-37,815.00	-4,500.00	0.00	-15,745.00	70.6%
460 34620		WATER METER INSTALLATION FEES					
	-37,801.00	-37,801.00	-10,617.19	-1,895.05	0.00	-27,183.81	28.1%
460 34621		WATER NONPAY RECONNECT FEE					
	-30,000.00	-30,000.00	-21,011.25	-4,176.25	0.00	-8,988.75	70.0%
460 34910		MISCELLANEOUS FEES					
	-10,712.00	-10,712.00	-7,238.25	0.00	0.00	-3,473.75	67.6%
460 36110		INTEREST					
	-79,745.00	-79,745.00	-23,588.27	-6,059.87	0.00	-56,156.73	29.6%
460 36120		UNREALIZED GAIN					
	0.00	0.00	2,314.91	788.02	0.00	-2,314.91	100.0%
460 36323		EXTENSION CHARGES					
	-24,720.00	-24,720.00	-27,410.00	-250.00	0.00	2,690.00	110.9%
460 36990		OTHER REVENUE					
	0.00	0.00	-7,533.03	0.00	0.00	7,533.03	100.0%
460 36995		LATE FEES					
	-16,322.00	-16,322.00	-11,401.48	-2,399.28	0.00	-4,920.52	69.9%
460 38145		FROM WASTEWATER					
	-600,000.00	-600,000.00	-300,000.00	-50,000.00	0.00	-300,000.00	50.0%
460 38910		CASH BALANCE FORWARD					
	-5,763,500.00	-5,763,500.00	0.00	0.00	0.00	-5,763,500.00	.0%
460 38912		RESERVE - R & R FUND					
	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
460 51200		SALARIES					
	561,703.00	561,703.00	267,643.65	49,456.76	0.00	294,059.35	47.6%
460 51400		OVERTIME					
	125,000.00	125,000.00	44,219.14	8,212.86	0.00	80,780.86	35.4%
460 52100		FICA					
	54,922.00	54,922.00	23,329.52	4,250.81	0.00	31,592.48	42.5%
460 52200		RETIREMENT					
	118,185.00	118,185.00	62,871.19	12,133.69	0.00	55,313.81	53.2%
460 52300		HEALTH INSUR					
	168,645.00	168,645.00	63,060.93	11,278.40	0.00	105,584.07	37.4%
460 52301		LIFE INSUR					
	3,325.00	3,325.00	1,509.17	278.24	0.00	1,815.83	45.4%
460 52350		OPEB COSTS					
	14,483.00	14,483.00	7,241.00	1,207.00	0.00	7,242.00	50.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52400		WORKERS' COMP					
	12,740.00	12,740.00	6,368.00	1,062.00	0.00	6,372.00	50.0%
460 53100		PROFESSIONAL SERVICES					
	143,000.00	143,000.00	0.00	0.00	0.00	143,000.00	.0%
460 53200		AUDITING					
	10,647.00	10,647.00	5,325.00	887.00	0.00	5,322.00	50.0%
460 53400		CONTRACTUAL					
	103,714.00	103,714.00	44,508.35	7,301.01	14,130.00	45,075.65	56.5%
460 54000		TRAINING/TRAVEL					
	27,458.00	27,458.00	8,391.00	265.00	0.00	19,067.00	30.6%
460 54100		COMM - PHONE/FAX/ALARM					
	2,116.00	2,116.00	601.25	120.15	0.00	1,514.75	28.4%
460 54101		COMMUNICATIONS-CELLULAR					
	10,000.00	10,000.00	2,891.95	926.56	0.00	7,108.05	28.9%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	2,362.65	330.13	0.00	2,887.35	45.0%
460 54200		POSTAGE					
	1,825.00	1,825.00	383.36	130.49	0.00	1,441.64	21.0%
460 54300		UTILITIES ELECTRIC					
	297,000.00	297,000.00	68,967.35	24,912.37	0.00	228,032.65	23.2%
460 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	444.00	89.92	0.00	556.00	44.4%
460 54320		UTILITIES-PROPANE/OTHER					
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
460 54440		LAND RENT					
	25,000.00	25,000.00	9,482.52	1,580.42	0.00	15,517.48	37.9%
460 54500		INSURANCE					
	16,036.00	16,036.00	8,014.00	1,337.00	0.00	8,022.00	50.0%
460 54610		R/M BLDG & GROUNDS					
	84,000.00	84,000.00	31,957.83	15,584.83	6,203.70	45,838.47	45.4%
460 54611		R/M FACILITIES					
	24,500.00	24,500.00	4,412.73	87.57	6,150.00	13,937.27	43.1%
460 54620		R/M EQUIPMENT					
	239,000.00	170,120.00	4,173.56	1,793.91	14,325.00	151,621.44	10.9%
460 54630		R/M VEHICLES-LABOR					
	15,000.00	15,000.00	3,780.00	180.00	0.00	11,220.00	25.2%
460 54640		R/M VEHICLES-PARTS					
	20,000.00	20,000.00	9,415.29	391.51	0.00	10,584.71	47.1%
460 54800		PROMOTIONAL					
	10,000.00	10,000.00	500.00	0.00	0.00	9,500.00	5.0%
460 54910		BILLING COSTS					
	200,000.00	200,000.00	99,998.00	16,667.00	0.00	100,002.00	50.0%
460 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	112,500.00	18,750.00	0.00	112,500.00	50.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55100		OFFICE SUPPLIES					
	2,500.00	2,500.00	1,972.01	151.68	0.00	527.99	78.9%
460 55200		OPERATING SUPPLIES					
	264,255.00	264,255.00	91,417.64	13,095.53	28,594.00	144,243.36	45.4%
460 55210		UNIFORMS					
	11,100.00	11,100.00	6,626.33	0.00	0.00	4,473.67	59.7%
460 55220		JANITORIAL SUPPLIES					
	3,000.00	3,000.00	972.04	0.00	0.00	2,027.96	32.4%
460 55230		GAS/OIL					
	36,000.00	36,000.00	21,481.73	4,155.41	0.00	14,518.27	59.7%
460 55240		CHEMICALS					
	25,000.00	25,000.00	5,559.00	0.00	0.00	19,441.00	22.2%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	5,222.95	5,222.95	2,467.80	309.25	96.1%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	933.25	294.50	0.00	5,206.75	15.2%
460 56200		BUILDING					
	0.00	17,000.00	18,611.63	18,611.63	0.00	-1,611.63	109.5%
460 56300		IMPROVEMENTS					
	670,000.00	738,880.00	2,642.23	0.00	274,138.22	462,099.55	37.5%
460 56400		MACH/EQUIP					
	327,500.00	327,500.00	100,378.00	0.00	187,558.73	39,563.27	87.9%
460 56401		EQUIP-NON CAPITAL					
	34,500.00	34,500.00	0.00	0.00	0.00	34,500.00	.0%
460 59100		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	90,000.00	15,000.00	0.00	90,000.00	50.0%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,497,210.00	1,497,210.00	748,602.00	124,768.00	0.00	748,608.00	50.0%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	5,364,795.00	5,347,795.00	0.00	0.00	0.00	5,347,795.00	.0%
TOTAL WATER	0.00	0.00	-505,084.00	-17,056.53	533,567.45	-28,483.45	100.0%
TOTAL REVENUES	-11,155,549.00	-11,155,549.00	-2,493,854.25	-377,570.86	0.00	-8,661,694.75	
TOTAL EXPENSES	11,155,549.00	11,155,549.00	1,988,770.25	360,514.33	533,567.45	8,633,211.30	
GRAND TOTAL	0.00	0.00	-505,084.00	-17,056.53	533,567.45	-28,483.45	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33120		FEMA FED GRANT					
	0.00	0.00	-85,755.42	0.00	0.00	85,755.42	100.0%
470 33400		STATE GRANT					
	-475,000.00	-475,000.00	-230,472.79	-1,056.00	0.00	-244,527.21	48.5%
470 33420		FEMA STATE					
	-734,000.00	-734,000.00	LY \$444,475 0.00	0.00	0.00	-734,000.00	.0%
470 34347		WATER DRAINAGE FEES					
	-875,000.00	-875,000.00	-451,110.50	-75,275.50	0.00	-423,889.50	51.6%
470 34536		STORMWATER TAP FEES					
	0.00	0.00	-1,100.00	0.00	0.00	1,100.00	100.0%
470 36990		OTHER REVENUE					
	0.00	0.00	-140,000.00	0.00	0.00	140,000.00	100.0%
470 38910		CASH BALANCE FORWARD					
	-489,389.00	-489,389.00	0.00	0.00	0.00	-489,389.00	.0%
470 51200		SALARIES					
	278,375.00	278,375.00	102,025.35	16,676.57	0.00	176,349.65	36.7%
470 51400		OVERTIME					
	20,000.00	20,000.00	7,380.13	1,388.13	0.00	12,619.87	36.9%
470 52100		FICA					
	25,802.00	25,802.00	8,317.74	1,373.67	0.00	17,484.26	32.2%
470 52200		RETIREMENT					
	54,619.00	54,619.00	23,116.15	3,800.80	0.00	31,502.85	42.3%
470 52300		HEALTH INSUR					
	91,056.00	91,056.00	24,406.57	3,836.17	0.00	66,649.43	26.8%
470 52301		LIFE INSUR					
	1,417.00	1,417.00	569.98	96.35	0.00	847.02	40.2%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	1,096.00	183.00	0.00	1,098.00	50.0%
470 52400		WORKERS' COMP					
	5,757.00	5,757.00	2,877.00	480.00	0.00	2,880.00	50.0%
470 53100		PROFESSIONAL SERVICES					
	115,000.00	115,000.00	40,590.99	585.00	1,325.00	73,084.01	36.4%
470 53200		AUDITING					
	6,552.00	6,552.00	3,276.00	546.00	0.00	3,276.00	50.0%
470 53400		CONTRACTUAL					
	75,918.00	75,918.00	41,700.91	7,072.33	0.00	34,217.09	54.9%
470 54000		TRAINING/TRAVEL					
	5,358.00	5,358.00	0.00	0.00	0.00	5,358.00	.0%
470 54100		COMM - PHONE/FAX/ALARM					
	216.00	216.00	0.00	0.00	0.00	216.00	.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54101		COMMUNICATIONS-CELLULAR					
	2,500.00	2,500.00	1,194.79	203.74	0.00	1,305.21	47.8%
470 54103		COMMUNICATIONS-INTERNET					
	1,684.00	1,684.00	486.39	84.18	0.00	1,197.61	28.9%
470 54200		POSTAGE					
	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	1,675.76	593.05	0.00	1,924.24	46.5%
470 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	351.90	0.00	0.00	648.10	35.2%
470 54400		RENTALS/LEASES					
	7,500.00	10,500.00	0.00	0.00	8,985.00	1,515.00	85.6%
470 54500		INSURANCE					
	5,049.00	5,049.00	2,523.00	421.00	0.00	2,526.00	50.0%
470 54610		R/M BLDG & GROUNDS					
	1,500.00	1,500.00	255.00	255.00	0.00	1,245.00	17.0%
470 54611		R/M FACILITIES					
	4,100.00	4,100.00	19.99	0.00	3,535.00	545.01	86.7%
470 54620		R/M EQUIPMENT					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
470 54630		R/M VEHICLES-LABOR					
	8,500.00	8,500.00	2,130.00	1,717.50	0.00	6,370.00	25.1%
470 54640		R/M VEHICLES-PARTS					
	10,000.00	10,000.00	3,405.08	1,887.22	0.00	6,594.92	34.1%
470 54700		PRINTING					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
470 54800		PROMOTIONAL					
	1,500.00	0.00	0.00	0.00	0.00	0.00	.0%
470 54910		BILLING COSTS					
	35,000.00	35,000.00	17,498.00	2,917.00	0.00	17,502.00	50.0%
470 55100		OFFICE SUPPLIES					
	3,000.00	3,000.00	36.10	0.00	0.00	2,963.90	1.2%
470 55200		OPERATING SUPPLIES					
	128,265.00	126,765.00	83,515.70	21,348.96	22,658.80	20,590.50	83.8%
470 55210		UNIFORMS					
	3,900.00	3,900.00	2,598.23	0.00	0.00	1,301.77	66.6%
470 55230		GAS/OIL					
	12,000.00	12,000.00	6,550.86	901.09	0.00	5,449.14	54.6%
470 55400		BOOKS/SUBS/DUES					
	910.00	910.00	580.00	0.00	0.00	330.00	63.7%
470 56300		IMPROVEMENTS					
	2,161,850.00	2,161,850.00	324,008.86	8,267.12	2,267,113.68	-429,272.54	119.9%
470 56400		MACH/EQUIP					
	90,000.00	90,000.00	34,250.00	0.00	54,533.00	1,217.00	98.6%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 57100		PRINCIPAL					
	101,486.00	101,486.00	101,484.82	63,689.40	0.00	1.18	100.0%
470 57200		INTEREST					
	15,088.00	15,088.00	15,087.30	9,670.00	0.00	0.70	100.0%
470 59990		RESERVE					
	-712,857.00	-712,857.00	0.00	0.00	0.00	-712,857.00	.0%
TOTAL STORMWATER	0.00	0.00	-55,430.11	71,661.78	2,358,150.48	-2,302,720.37	100.0%
	TOTAL REVENUES						
	-2,573,389.00	-2,573,389.00	-908,438.71	-76,331.50	0.00	-1,664,950.29	
	TOTAL EXPENSES						
	2,573,389.00	2,573,389.00	853,008.60	147,993.28	2,358,150.48	-637,770.08	
	GRAND TOTAL	0.00	-55,430.11	71,661.78	2,358,150.48	-2,302,720.37	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33120		FEMA GRANT					
	0.00	0.00	-4,668,930.58	0.00	0.00	4,668,930.58	100.0%
480 33400		STATE GRANT					
	-625,000.00	-625,000.00	-105,723.52	-79,874.51	0.00	-519,276.48	16.9%
480 33410		FIND GRANT REVENUE					
	0.00	0.00	-89,875.50	-89,875.50	0.00	89,875.50	100.0%
480 33420		FEMA STATE					
	0.00	0.00	-778,155.10	0.00	0.00	778,155.10	100.0%
480 34750		SLIP RENTALS - PERMANENT					
	-323,400.00	-323,400.00	-163,124.50	-26,988.50	0.00	-160,275.50	50.4%
480 34755		SLIP RENTALS - TRANSIENT					
	-830,925.00	-830,925.00	-454,702.54	-68,216.60	0.00	-376,222.46	54.7%
480 34757		SLIP RENTALS - NON-TAXABLE					
	-12,000.00	-12,000.00	-10,043.60	-359.10	0.00	-1,956.40	83.7%
480 34759		DOCK STORE RENT					
	0.00	0.00	-1,441.93	-491.39	0.00	1,441.93	100.0%
480 34760		BUSINESS RENTALS					
	-26,320.00	-26,320.00	-11,901.41	-2,150.89	0.00	-14,418.59	45.2%
480 34762		MOORINGS-TAXABLE					
	-34,375.00	-34,375.00	-24,455.66	-6,004.51	0.00	-9,919.34	71.1%
480 34763		MOORINGS - NON TAXABLE					
	0.00	0.00	-50.00	0.00	0.00	50.00	100.0%
480 34767		SERVICES-TAXABLE					
	-5,850.00	-5,850.00	-566.13	-167.58	0.00	-5,283.87	9.7%
480 34770		FUEL-DIESEL					
	-1,150,733.00	-1,150,733.00	-645,895.67	-90,954.27	0.00	-504,837.33	56.1%
480 34771		FUEL-GAS					
	-450,306.00	-450,306.00	-167,671.85	-32,468.17	0.00	-282,634.15	37.2%
480 34773		FUEL-DIESEL NON-TAXABLE					
	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
480 34775		FUEL-DISCOUNTS DIESEL					
	0.00	0.00	8,075.92	741.06	0.00	-8,075.92	100.0%
480 34776		FUEL-DISCOUNTS GAS					
	0.00	0.00	1,822.40	282.22	0.00	-1,822.40	100.0%
480 36110		INTEREST					
	0.00	0.00	-2,148.20	-1,190.17	0.00	2,148.20	100.0%
480 36215		NON-TAXABLE RENT					
	-7,476.00	-7,476.00	-5,423.83	-681.71	0.00	-2,052.17	72.5%
480 36990		OTHER REVENUE					
	-3,100.00	-3,100.00	-3,113.31	-564.91	0.00	13.31	100.4%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 38101		FROM GENERAL FUND					
	-855,980.00	-1,042,480.00	-454,630.00	-97,974.00	0.00	-587,850.00	43.6%
480 38910		CASH BALANCE FORWARD					
	2,682,968.00	2,682,968.00	0.00	0.00	0.00	2,682,968.00	.0%
480 53100		PROFESSIONAL SERVICES					
	7,440.00	7,440.00	0.00	0.00	0.00	7,440.00	.0%
480 53200		AUDITING					
	7,371.00	7,371.00	3,687.00	614.00	0.00	3,684.00	50.0%
480 53400		CONTRACTUAL					
	407,859.00	407,859.00	255,929.26	53,730.22	3,290.32	148,639.42	63.6%
480 54000		TRAINING/TRAVEL					
	200.00	200.00	559.11	0.00	0.00	-359.11	279.6%
480 54100		COMM - PHONE/FAX/ALARM					
	7,860.00	7,860.00	2,138.83	314.25	0.00	5,721.17	27.2%
480 54103		COMMUNICATIONS-INTERNET					
	11,753.00	11,753.00	2,399.38	650.28	0.00	9,353.62	20.4%
480 54200		POSTAGE					
	0.00	0.00	39.23	34.90	0.00	-39.23	100.0%
480 54300		UTILITIES ELECTRIC					
	16,200.00	16,200.00	5,402.28	566.25	0.00	10,797.72	33.3%
480 54310		UTILITIES-WATER & WASTEWATER					
	16,800.00	16,800.00	7,519.37	1,703.01	0.00	9,280.63	44.8%
480 54500		INSURANCE					
	427,010.00	427,010.00	216,950.08	34,957.00	0.00	210,059.92	50.8%
480 54610		R/M BLDG & GROUNDS					
	18,000.00	18,000.00	16,849.64	1,257.62	0.00	1,150.36	93.6%
480 54611		R/M FACILITIES					
	15,000.00	15,000.00	3,702.56	415.97	0.00	11,297.44	24.7%
480 54620		R/M EQUIPMENT					
	3,000.00	3,000.00	6,647.68	2,338.81	0.00	-3,647.68	221.6%
480 54630		R/M VEHICLES-LABOR					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
480 54640		R/M VEHICLES-PARTS					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
480 54675		R/M MOORING FIELD					
	5,950.00	5,950.00	0.00	0.00	0.00	5,950.00	.0%
480 54800		PROMOTIONAL					
	25,500.00	25,500.00	28,643.96	8,732.00	0.00	-3,143.96	112.3%
480 55100		OFFICE SUPPLIES					
	4,800.00	4,800.00	1,633.33	391.38	0.00	3,166.67	34.0%
480 55200		OPERATING SUPPLIES					
	85,022.00	85,022.00	55,661.55	10,504.08	0.00	29,360.45	65.5%
480 55210		UNIFORMS					
	3,000.00	3,000.00	507.38	0.00	0.00	2,492.62	16.9%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 55220		JANITORIAL SUPPLIES					
	6,000.00	6,000.00	1,471.44	728.18	0.00	4,528.56	24.5%
480 55510		FUEL FOR RESALE					
	1,095,825.00	1,095,825.00	559,391.39	84,780.44	0.00	536,433.61	51.0%
480 56200		BUILDING					
	0.00	0.00	27,011.30	0.00	0.00	-27,011.30	100.0%
480 56300		IMPROVEMENTS					
	1,225,000.00	751,500.00	315,802.53	223,697.52	105,528.03	330,169.44	56.1%
480 56328		DREDGING-MARINA					
	0.00	660,000.00	0.00	0.00	649,500.00	10,500.00	98.4%
480 57100		PRINCIPAL					
	525,236.00	525,236.00	7,483,663.23	7,483,663.23	0.00	-6,958,427.23	1424.8%
480 57200		INTEREST					
	336,892.00	336,892.00	140,115.75	131,428.25	0.00	196,776.25	41.6%
480 59990		RESERVE					
	-2,607,221.00	-2,607,221.00	0.00	0.00	0.00	-2,607,221.00	.0%
TOTAL MARINA	0.00	0.00	1,557,771.27	7,543,568.86	758,318.35	-2,316,089.62	100.0%
	TOTAL REVENUES						
	-1,646,497.00	-1,832,997.00	-7,577,955.01	-496,938.53	0.00	5,744,958.01	
	TOTAL EXPENSES						
	1,646,497.00	1,832,997.00	9,135,726.28	8,040,507.39	758,318.35	-8,061,047.63	
	GRAND TOTAL						
	0.00	0.00	1,557,771.27	7,543,568.86	758,318.35	-2,316,089.62	100.0%

** END OF REPORT - Generated by Michele Brown **

Total Net (Revenue) / Expense	\$ 1,557,771.27
Add: FEMA Revenue	5,447,085.68
Less: Principal and Interest	7,623,778.98
Less: Transfer from GF	454,630.00
Net Operating (Revenue) / Expense	(\$ 164,292.03)



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36110	INTEREST						
	0.00	0.00	-708.33	-226.26	0.00	708.33	100.0%
510 36990	OTHER REVENUE						
	-3,000.00	-3,000.00	-1,213.08	0.00	0.00	-1,786.92	40.4%
510 36992	GAIN ON SALE OF ASSET						
	-60,000.00	-60,000.00	-97,181.34	0.00	0.00	37,181.34	162.0%
510 36994	LOANER VEHICLE REVENUE						
	-1,000.00	-1,000.00	-169.18	0.00	0.00	-830.82	16.9%
510 38040	PARTS						
	0.00	0.00	-827.73	925.93	0.00	827.73	100.0%
510 38045	LABOR						
	0.00	0.00	-420.00	-75.00	0.00	420.00	100.0%
510 38053	GAS/OIL						
	-382,000.00	-382,000.00	-199,241.01	-43,544.09	0.00	-182,758.99	52.2%
510 38144	FROM SANITATION						
	-20,000.00	-20,000.00	-9,998.00	-1,667.00	0.00	-10,002.00	50.0%
510 38910	CASH BALANCE FORWARD						
	-113,663.00	-113,663.00	0.00	0.00	0.00	-113,663.00	.0%
TOTAL FLEET							
	-579,663.00	-579,663.00	-309,758.67	-44,586.42	0.00	-269,904.33	53.4%
TOTAL REVENUES							
	-579,663.00	-579,663.00	-309,758.67	-44,586.42	0.00	-269,904.33	
5101000 GENERAL FUND							
5101000 38040	PARTS						
	-270,000.00	-270,000.00	-74,902.45	-13,316.34	0.00	-195,097.55	27.7%
5101000 38045	LABOR						
	-180,000.00	-180,000.00	-90,000.00	-15,000.00	0.00	-90,000.00	50.0%
TOTAL GENERAL FUND							
	-450,000.00	-450,000.00	-164,902.45	-28,316.34	0.00	-285,097.55	36.6%
TOTAL REVENUES							
	-450,000.00	-450,000.00	-164,902.45	-28,316.34	0.00	-285,097.55	
5102400 FLEET BUILDING/PERMITTING							
5102400 38040	PARTS						
	0.00	0.00	-300.77	0.00	0.00	300.77	100.0%



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5102400 FLEET BUILDING/PERMITTING		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FLEET BUILDING/PERMITTING		0.00	0.00	-300.77	0.00	0.00	300.77	100.0%
TOTAL REVENUES		0.00	0.00	-300.77	0.00	0.00	300.77	
5102401 FLEET BUILDING/PERMITTING								
5102401 38040	PARTS	-2,500.00	-2,500.00	0.00	0.00	0.00	-2,500.00	.0%
5102401 38045	LABOR	-2,000.00	-2,000.00	-536.25	0.00	0.00	-1,463.75	26.8%
TOTAL FLEET BUILDING/PERMITTING		-4,500.00	-4,500.00	-536.25	0.00	0.00	-3,963.75	11.9%
TOTAL REVENUES		-4,500.00	-4,500.00	-536.25	0.00	0.00	-3,963.75	
5103900 CEMETERY								
5103900 38040	PARTS	-2,500.00	-2,500.00	-988.88	-61.01	0.00	-1,511.12	39.6%
5103900 38045	LABOR	-2,000.00	-2,000.00	-1,207.50	-225.00	0.00	-792.50	60.4%
TOTAL CEMETERY		-4,500.00	-4,500.00	-2,196.38	-286.01	0.00	-2,303.62	48.8%
TOTAL REVENUES		-4,500.00	-4,500.00	-2,196.38	-286.01	0.00	-2,303.62	
5104100 GOLF COURSE								
5104100 38040	PARTS	-500.00	-500.00	-186.16	-37.20	0.00	-313.84	37.2%
5104100 38045	LABOR	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%
TOTAL GOLF COURSE		-1,000.00	-1,000.00	-186.16	-37.20	0.00	-813.84	18.6%
TOTAL REVENUES		-1,000.00	-1,000.00	-186.16	-37.20	0.00	-813.84	



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5104200 AIRPORT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104200 AIRPORT							
5104200 38040	PARTS						
	-8,000.00	-8,000.00	-1,270.45	-596.97	0.00	-6,729.55	15.9%
5104200 38045	LABOR						
	-6,000.00	-6,000.00	-2,332.50	-1,710.00	0.00	-3,667.50	38.9%
TOTAL AIRPORT							
	-14,000.00	-14,000.00	-3,602.95	-2,306.97	0.00	-10,397.05	25.7%
TOTAL REVENUES							
	-14,000.00	-14,000.00	-3,602.95	-2,306.97	0.00	-10,397.05	
5104400 SANITATION							
5104400 38040	PARTS						
	0.00	0.00	-4,046.96	-1,269.54	0.00	4,046.96	100.0%
5104400 38045	LABOR						
	0.00	0.00	-2,985.00	-360.00	0.00	2,985.00	100.0%
TOTAL SANITATION							
	0.00	0.00	-7,031.96	-1,629.54	0.00	7,031.96	100.0%
TOTAL REVENUES							
	0.00	0.00	-7,031.96	-1,629.54	0.00	7,031.96	
5104500 WASTEWATER							
5104500 38040	PARTS						
	-35,000.00	-35,000.00	-24,055.61	-3,590.30	0.00	-10,944.39	68.7%
5104500 38045	LABOR						
	-24,000.00	-24,000.00	-6,933.75	-1,462.50	0.00	-17,066.25	28.9%
TOTAL WASTEWATER							
	-59,000.00	-59,000.00	-30,989.36	-5,052.80	0.00	-28,010.64	52.5%
TOTAL REVENUES							
	-59,000.00	-59,000.00	-30,989.36	-5,052.80	0.00	-28,010.64	
5104600 WATER							
5104600 38040	PARTS						
	-20,000.00	-20,000.00	-9,415.29	-391.51	0.00	-10,584.71	47.1%



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5104600 WATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104600 38045	LABOR						
	-16,000.00	-16,000.00	-3,780.00	-180.00	0.00	-12,220.00	23.6%
TOTAL WATER	-36,000.00	-36,000.00	-13,195.29	-571.51	0.00	-22,804.71	36.7%
TOTAL REVENUES	-36,000.00	-36,000.00	-13,195.29	-571.51	0.00	-22,804.71	
5104700 STORMWATER							
5104700 38040	PARTS						
	-10,000.00	-10,000.00	-3,405.08	-1,887.22	0.00	-6,594.92	34.1%
5104700 38045	LABOR						
	-8,500.00	-8,500.00	-2,130.00	-1,717.50	0.00	-6,370.00	25.1%
TOTAL STORMWATER	-18,500.00	-18,500.00	-5,535.08	-3,604.72	0.00	-12,964.92	29.9%
TOTAL REVENUES	-18,500.00	-18,500.00	-5,535.08	-3,604.72	0.00	-12,964.92	
5104800 MARINA							
5104800 38040	PARTS						
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
5104800 38045	LABOR						
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
TOTAL MARINA	-2,500.00	-2,500.00	0.00	0.00	0.00	-2,500.00	.0%
TOTAL REVENUES	-2,500.00	-2,500.00	0.00	0.00	0.00	-2,500.00	
GRAND TOTAL	-1,169,663.00	-1,169,663.00	-538,235.32	-86,391.51	0.00	-631,427.68	46.0%

** END OF REPORT - Generated by Michele Brown **



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FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
	175,962.00	171,954.00	65,862.82	11,230.53	0.00	106,091.18	38.3%
510 51350		PART-TIME					
	0.00	4,008.00	4,007.09	0.00	0.00	0.91	100.0%
510 51400		OVERTIME					
	7,000.00	7,000.00	5,728.77	1,083.30	0.00	1,271.23	81.8%
510 52100		FICA					
	15,371.00	15,371.00	5,628.35	927.88	0.00	9,742.65	36.6%
510 52200		RETIREMENT					
	37,021.00	37,021.00	14,926.69	2,590.83	0.00	22,094.31	40.3%
510 52300		HEALTH INSUR					
	44,973.00	44,973.00	12,302.35	2,671.09	0.00	32,670.65	27.4%
510 52301		LIFE INSUR					
	1,069.00	1,069.00	350.60	64.62	0.00	718.40	32.8%
510 52400		WORKERS' COMP					
	3,705.00	3,705.00	1,851.00	309.00	0.00	1,854.00	50.0%
510 53200		AUDITING					
	2,457.00	2,457.00	1,227.00	205.00	0.00	1,230.00	49.9%
510 53400		CONTRACTUAL					
	25,570.00	25,570.00	11,890.20	1,078.84	0.00	13,679.80	46.5%
510 54000		TRAINING/TRAVEL					
	4,350.00	4,350.00	3,079.58	0.00	0.00	1,270.42	70.8%
510 54100		COMM - PHONE/FAX/ALARM					
	288.00	288.00	0.00	0.00	0.00	288.00	.0%
510 54101		COMMUNICATIONS-CELLULAR					
	650.00	650.00	150.00	25.00	0.00	500.00	23.1%
510 54103		COMMUNICATIONS-INTERNET					
	1,684.00	1,684.00	672.48	112.08	0.00	1,011.52	39.9%
510 54300		UTILITIES ELECTRIC					
	4,225.00	4,225.00	1,448.88	620.90	0.00	2,776.12	34.3%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,100.00	2,100.00	1,094.16	174.68	0.00	1,005.84	52.1%
510 54500		INSURANCE					
	13,150.00	13,150.00	6,580.00	1,095.00	0.00	6,570.00	50.0%
510 54610		R/M BLDG & GROUNDS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 54611		R/M FACILITIES					
	24,500.00	23,811.00	2,989.15	2,605.75	0.00	20,821.85	12.6%
510 54620		R/M EQUIPMENT					
	7,500.00	7,500.00	1,657.32	0.00	0.00	5,842.68	22.1%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54630		R/M VEHICLES-LABOR					
	2,500.00	2,500.00	420.00	75.00	0.00	2,080.00	16.8%
510 54640		R/M VEHICLES-PARTS					
	3,000.00	3,000.00	880.38	483.57	0.00	2,119.62	29.3%
510 55100		OFFICE SUPPLIES					
	200.00	200.00	37.49	0.00	0.00	162.51	18.7%
510 55200		OPERATING SUPPLIES					
	9,065.00	9,065.00	3,577.49	1,376.91	0.00	5,487.51	39.5%
510 55210		UNIFORMS					
	1,700.00	1,700.00	900.00	0.00	0.00	800.00	52.9%
510 55230		GAS/OIL					
	5,000.00	5,000.00	1,892.16	409.94	0.00	3,107.84	37.8%
510 55240		CHEMICALS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 55400		BOOKS/SUBS/DUES					
	200.00	200.00	0.00	0.00	0.00	200.00	.0%
510 56300		IMPROVEMENTS					
	35,000.00	35,689.00	0.00	0.00	35,688.57	0.43	100.0%
510 56400		MACH/EQUIP					
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
510 58600		GAS/OIL COSTS					
	305,000.00	305,000.00	163,469.62	36,414.57	0.00	141,530.38	53.6%
510 58700		VEHICLE PARTS/SRVS COSTS					
	315,000.00	315,000.00	111,440.76	25,558.41	0.00	203,559.24	35.4%
510 59990		RESERVE					
	110,423.00	110,423.00	0.00	0.00	0.00	110,423.00	.0%
TOTAL FLEET							
	1,169,663.00	1,169,663.00	424,064.34	89,112.90	35,688.57	709,910.09	39.3%
TOTAL EXPENSES							
	1,169,663.00	1,169,663.00	424,064.34	89,112.90	35,688.57	709,910.09	
GRAND TOTAL							
	1,169,663.00	1,169,663.00	424,064.34	89,112.90	35,688.57	709,910.09	39.3%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-11,200.00	-1,697.50	0.00	-20,800.00	35.0%
520 36110		INTEREST					
	0.00	0.00	-1,165.61	-313.34	0.00	1,165.61	100.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-27.00	-6.00	0.00	27.00	100.0%
520 38910		CASH BALANCE FORWARD					
	-240,228.00	-240,228.00	0.00	0.00	0.00	-240,228.00	.0%
TOTAL UTILITY BILLING	-272,228.00	-272,228.00	-12,392.61	-2,016.84	0.00	-259,835.39	4.6%
TOTAL REVENUES	-272,228.00	-272,228.00	-12,392.61	-2,016.84	0.00	-259,835.39	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-3,652.00	-608.00	0.00	-3,648.00	50.0%
TOTAL AIRPORT	-7,300.00	-7,300.00	-3,652.00	-608.00	0.00	-3,648.00	50.0%
TOTAL REVENUES	-7,300.00	-7,300.00	-3,652.00	-608.00	0.00	-3,648.00	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-45,998.00	-7,667.00	0.00	-46,002.00	50.0%
TOTAL SANITATION	-92,000.00	-92,000.00	-45,998.00	-7,667.00	0.00	-46,002.00	50.0%
TOTAL REVENUES	-92,000.00	-92,000.00	-45,998.00	-7,667.00	0.00	-46,002.00	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-200,000.00	-200,000.00	-99,998.00	-16,667.00	0.00	-100,002.00	50.0%



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5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER							
-200,000.00		-200,000.00	-99,998.00	-16,667.00	0.00	-100,002.00	50.0%
TOTAL REVENUES							
-200,000.00		-200,000.00	-99,998.00	-16,667.00	0.00	-100,002.00	
5204600 WATER							
5204600 38052	CHARGES FOR UB SERVICES						
-200,000.00	-200,000.00		-99,998.00	-16,667.00	0.00	-100,002.00	50.0%
TOTAL WATER							
-200,000.00		-200,000.00	-99,998.00	-16,667.00	0.00	-100,002.00	50.0%
TOTAL REVENUES							
-200,000.00		-200,000.00	-99,998.00	-16,667.00	0.00	-100,002.00	
5204700 STORMWATER							
5204700 38052	CHARGES FOR UB SERVICES						
-35,000.00	-35,000.00		-17,498.00	-2,917.00	0.00	-17,502.00	50.0%
TOTAL STORMWATER							
-35,000.00		-35,000.00	-17,498.00	-2,917.00	0.00	-17,502.00	50.0%
TOTAL REVENUES							
-35,000.00		-35,000.00	-17,498.00	-2,917.00	0.00	-17,502.00	
GRAND TOTAL							
-806,528.00		-806,528.00	-279,536.61	-46,542.84	0.00	-526,991.39	34.7%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	259,121.00	259,121.00	120,330.51	17,802.95	0.00	138,790.49	46.4%
520 51400		OVERTIME					
	2,000.00	2,000.00	1,317.36	132.75	0.00	682.64	65.9%
520 52100		FICA					
	19,823.00	19,823.00	9,118.47	1,334.92	0.00	10,704.53	46.0%
520 52200		RETIREMENT					
	54,519.00	54,519.00	25,635.05	3,773.67	0.00	28,883.95	47.0%
520 52300		HEALTH INSUR					
	50,844.00	50,844.00	25,041.18	4,178.61	0.00	25,802.82	49.3%
520 52301		LIFE INSUR					
	1,488.00	1,488.00	726.15	109.98	0.00	761.85	48.8%
520 52400		WORKERS' COMP					
	396.00	396.00	198.00	33.00	0.00	198.00	50.0%
520 53400		CONTRACTUAL					
	35,327.00	35,327.00	19,849.78	575.88	0.00	15,477.22	56.2%
520 54000		TRAINING/TRAVEL					
	3,575.00	3,575.00	2,474.89	139.47	0.00	1,100.11	69.2%
520 54100		COMM - PHONE/FAX/ALARM					
	1,032.00	1,032.00	233.00	46.56	0.00	799.00	22.6%
520 54103		COMMUNICATIONS-INTERNET					
	1,684.00	1,684.00	672.48	112.08	0.00	1,011.52	39.9%
520 54200		POSTAGE					
	45,000.00	45,000.00	28,258.00	7,998.00	0.00	16,742.00	62.8%
520 54300		UTILITIES ELECTRIC					
	3,675.00	3,675.00	1,225.53	432.89	0.00	2,449.47	33.3%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	311.62	92.85	0.00	788.38	28.3%
520 54610		R/M BLDG & GROUNDS					
	750.00	750.00	0.00	0.00	0.00	750.00	.0%
520 54611		R/M FACILITIES					
	11,500.00	11,500.00	3,469.97	552.26	0.00	8,030.03	30.2%
520 54620		R/M EQUIPMENT					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700		PRINTING					
	7,287.00	7,287.00	3,672.08	582.25	0.00	3,614.92	50.4%
520 54902		BAD DEBT EXPENSE					
	2,000.00	2,000.00	1,110.81	0.00	0.00	889.19	55.5%
520 55100		OFFICE SUPPLIES					
	3,994.00	3,994.00	2,049.24	61.97	0.00	1,944.76	51.3%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55200		OPERATING SUPPLIES					
	57,345.00	57,345.00	1,317.22	332.00	0.00	56,027.78	2.3%
520 55210		UNIFORMS					
	700.00	700.00	300.00	0.00	0.00	400.00	42.9%
520 55220		JANITORIAL SUPPLIES					
	685.00	685.00	168.06	0.00	0.00	516.94	24.5%
520 56400		MACH/EQUIP					
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
520 59990		RESERVE					
	216,983.00	216,983.00	0.00	0.00	0.00	216,983.00	.0%
TOTAL UTILITY BILLING							
	806,528.00	806,528.00	247,479.40	38,292.09	0.00	559,048.60	30.7%
TOTAL EXPENSES							
	806,528.00	806,528.00	247,479.40	38,292.09	0.00	559,048.60	
GRAND TOTAL							
	806,528.00	806,528.00	247,479.40	38,292.09	0.00	559,048.60	30.7%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 36110	INTEREST						
	0.00	0.00	-618.19	-137.55	0.00	618.19	100.0%
530 38910	CASH BALANCE FORWARD						
	-193,068.00	-193,068.00	0.00	0.00	0.00	-193,068.00	.0%
TOTAL UTILITY ADMIN	-193,068.00	-193,068.00	-618.19	-137.55	0.00	-192,449.81	.3%
TOTAL REVENUES	-193,068.00	-193,068.00	-618.19	-137.55	0.00	-192,449.81	
5304500 WASTE WATER							
5304500 38054	CHARGES FOR UTIL ADM						
	-225,000.00	-225,000.00	-112,500.00	-18,750.00	0.00	-112,500.00	50.0%
TOTAL WASTE WATER	-225,000.00	-225,000.00	-112,500.00	-18,750.00	0.00	-112,500.00	50.0%
TOTAL REVENUES	-225,000.00	-225,000.00	-112,500.00	-18,750.00	0.00	-112,500.00	
5304600 WATER							
5304600 38054	CHARGES FOR UTIL ADM						
	-225,000.00	-225,000.00	-112,500.00	-18,750.00	0.00	-112,500.00	50.0%
TOTAL WATER	-225,000.00	-225,000.00	-112,500.00	-18,750.00	0.00	-112,500.00	50.0%
TOTAL REVENUES	-225,000.00	-225,000.00	-112,500.00	-18,750.00	0.00	-112,500.00	
GRAND TOTAL	-643,068.00	-643,068.00	-225,618.19	-37,637.55	0.00	-417,449.81	35.1%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	338,894.00	338,894.00	167,693.44	33,786.55	0.00	171,200.56	49.5%
530 51400		OVERTIME					
	2,500.00	2,500.00	202.63	93.93	0.00	2,297.37	8.1%
530 52100		FICA					
	26,120.00	26,120.00	11,818.10	2,406.78	0.00	14,301.90	45.2%
530 52200		RETIREMENT					
	71,302.00	71,302.00	35,418.82	7,139.84	0.00	35,883.18	49.7%
530 52300		HEALTH INSUR					
	79,649.00	79,649.00	34,807.26	6,430.24	0.00	44,841.74	43.7%
530 52301		LIFE INSUR					
	1,896.00	1,896.00	996.90	193.10	0.00	899.10	52.6%
530 52400		WORKERS' COMP					
	3,861.00	3,861.00	1,929.00	322.00	0.00	1,932.00	50.0%
530 53100		PROFESSIONAL SERVICES					
	22,500.00	22,500.00	785.00	0.00	0.00	21,715.00	3.5%
530 53400		CONTRACTUAL					
	7,196.00	7,196.00	5,032.95	772.62	0.00	2,163.05	69.9%
530 54000		TRAINING/TRAVEL					
	4,110.00	4,110.00	923.49	28.99	0.00	3,186.51	22.5%
530 54100		COMM - PHONE/FAX/ALARM					
	792.00	792.00	116.50	23.28	0.00	675.50	14.7%
530 54101		COMMUNICATIONS-CELLULAR					
	3,000.00	3,000.00	845.34	103.11	0.00	2,154.66	28.2%
530 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	685.98	114.33	0.00	949.02	42.0%
530 54200		POSTAGE					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 54300		UTILITIES ELECTRIC					
	3,000.00	3,000.00	1,225.50	432.88	0.00	1,774.50	40.9%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	311.64	92.85	0.00	488.36	39.0%
530 54610		R/M BLDG & GROUNDS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
530 54611		R/M FACILITIES					
	16,000.00	19,000.00	4,661.96	498.99	12,656.18	1,681.86	91.1%
530 55100		OFFICE SUPPLIES					
	4,000.00	4,000.00	1,193.36	70.57	0.00	2,806.64	29.8%
530 55200		OPERATING SUPPLIES					
	8,518.00	8,518.00	130.70	0.00	0.00	8,387.30	1.5%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55210		UNIFORMS					
	1,800.00	1,800.00	900.00	0.00	0.00	900.00	50.0%
530 55220		JANITORIAL SUPPLIES					
	4,000.00	4,000.00	257.42	0.00	0.00	3,742.58	6.4%
530 55400		BOOKS/SUBS/DUES					
	2,100.00	2,100.00	440.00	0.00	0.00	1,660.00	21.0%
530 59990		RESERVE					
	37,395.00	34,395.00	0.00	0.00	0.00	34,395.00	.0%
TOTAL UTILITY ADMIN							
	643,068.00	643,068.00	270,375.99	52,510.06	12,656.18	360,035.83	44.0%
TOTAL EXPENSES							
	643,068.00	643,068.00	270,375.99	52,510.06	12,656.18	360,035.83	
GRAND TOTAL							
	643,068.00	643,068.00	270,375.99	52,510.06	12,656.18	360,035.83	44.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL							
610 36110		INTEREST					
	-375,000.00	-375,000.00	-215,139.02	-15,996.21	0.00	-159,860.98	57.4%
610 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	-209,890.74	0.00	0.00	154,890.74	381.6%
610 36130		INCOME/LOSS/REALIZED G/L					
	-60,000.00	-60,000.00	-19,121.26	0.00	0.00	-40,878.74	31.9%
610 36700		GAIN/LOSS ON INVESTMENT					
	-500,000.00	-500,000.00	-354,709.69	-18,501.06	0.00	-145,290.31	70.9%
610 36840		CONTRIBUTIONS FROM CITY					
	-1,474,111.00	-1,474,111.00	-820,805.20	0.00	0.00	-653,305.80	55.7%
610 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-462,412.00	-462,412.00	-262,979.23	-59,793.47	0.00	-199,432.77	56.9%
610 36990		OTHER REVENUE					
	0.00	0.00	2,072.53	1,440.67	0.00	-2,072.53	100.0%
610 38910		CASH BALANCE FORWARD					
	-24,165,166.00	-24,165,166.00	0.00	0.00	0.00	-24,165,166.00	.0%
610 53400		CONTRACTUAL					
	117,435.00	117,435.00	53,880.21	33,669.49	0.00	63,554.79	45.9%
610 53401		CONTRACTUAL AMERICAN CORE REA					
	26,400.00	26,400.00	7,774.90	0.00	0.00	18,625.10	29.5%
610 53404		INVESTMENT EXPENSE					
	35,765.00	35,765.00	22,545.28	9,986.43	0.00	13,219.72	63.0%
610 53600		RETIREE BENEFITS					
	1,790,000.00	1,790,000.00	1,004,677.98	157,002.21	0.00	785,322.02	56.1%
610 59990		RESERVE					
	25,122,089.00	25,122,089.00	0.00	0.00	0.00	25,122,089.00	.0%
TOTAL PENSION - GENERAL	0.00	0.00	-791,694.24	107,808.06	0.00	791,694.24	100.0%
		TOTAL REVENUES					
	-27,091,689.00	-27,091,689.00	-1,880,572.61	-92,850.07	0.00	-25,211,116.39	
		TOTAL EXPENSES					
	27,091,689.00	27,091,689.00	1,088,878.37	200,658.13	0.00	26,002,810.63	
		GRAND TOTAL					
	0.00	0.00	-791,694.24	107,808.06	0.00	791,694.24	100.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 31251		STATE/FIRE INSURANCE TAX					
	-115,000.00	-115,000.00	-3,296.67	0.00	0.00	-111,703.33	2.9%
620 31252		STATE/POLICE INSURANCE TAX					
	-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%
620 36110		INTEREST					
	-450,000.00	-450,000.00	-177,514.40	-21,440.22	0.00	-272,485.60	39.4%
620 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	-240,362.42	0.00	0.00	185,362.42	437.0%
620 36130		INCOME/LOSS/REALIZED G/L					
	-70,000.00	-70,000.00	-21,897.26	0.00	0.00	-48,102.74	31.3%
620 36700		GAIN/LOSS ON INVESTMENT					
	-500,000.00	-500,000.00	-893,098.86	-21,169.04	0.00	393,098.86	178.6%
620 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-383,810.00	-383,810.00	-197,755.80	-46,627.72	0.00	-186,054.20	51.5%
620 36990		OTHER REVENUE					
	0.00	0.00	-8,324.32	1,782.75	0.00	8,324.32	100.0%
620 38910		CASH BALANCE FORWARD					
	-28,306,470.00	-28,306,470.00	0.00	0.00	0.00	-28,306,470.00	.0%
TOTAL PENSION - POLICE/FIRE							
	-29,990,280.00	-29,990,280.00	-1,542,249.73	-87,454.23	0.00	-28,448,030.27	5.1%
TOTAL REVENUES							
	-29,990,280.00	-29,990,280.00	-1,542,249.73	-87,454.23	0.00	-28,448,030.27	
6202100 POLICE							
6202100 36840		CONTRIBUTIONS FROM CITY					
	-685,374.00	-685,374.00	-354,857.96	0.00	0.00	-330,516.04	51.8%
TOTAL POLICE							
	-685,374.00	-685,374.00	-354,857.96	0.00	0.00	-330,516.04	51.8%
TOTAL REVENUES							
	-685,374.00	-685,374.00	-354,857.96	0.00	0.00	-330,516.04	
6202200 FIRE							
6202200 36840		CONTRIBUTIONS FROM CITY					
	-595,653.00	-595,653.00	-278,816.98	0.00	0.00	-316,836.02	46.8%



**City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT**

FOR 2022 06

6202200 FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE	-595,653.00	-595,653.00	-278,816.98	0.00	0.00	-316,836.02	46.8%
TOTAL REVENUES	-595,653.00	-595,653.00	-278,816.98	0.00	0.00	-316,836.02	
GRAND TOTAL	-31,271,307.00	-31,271,307.00	-2,175,924.67	-87,454.23	0.00	-29,095,382.33	7.0%

** END OF REPORT - Generated by Michele Brown **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 53400		CONTRACTUAL					
	120,700.00	120,700.00	56,174.82	5,625.00	0.00	64,525.18	46.5%
620 53401		CONTRACTUAL-AMERICAN CORE REA					
	21,630.00	21,630.00	8,903.65	0.00	0.00	12,726.35	41.2%
620 53404		INVESTMENT EXPENSE					
	53,000.00	53,000.00	35,336.56	15,862.18	0.00	17,663.44	66.7%
620 53600		RETIREE BENEFITS					
	1,868,000.00	1,868,000.00	673,781.82	133,889.25	0.00	1,194,218.18	36.1%
620 59990		RESERVE					
	29,207,977.00	29,207,977.00	0.00	0.00	0.00	29,207,977.00	.0%
TOTAL PENSION - POLICE/FIRE							
	31,271,307.00	31,271,307.00	774,196.85	155,376.43	0.00	30,497,110.15	2.5%
TOTAL EXPENSES							
	31,271,307.00	31,271,307.00	774,196.85	155,376.43	0.00	30,497,110.15	
GRAND TOTAL							
	31,271,307.00	31,271,307.00	774,196.85	155,376.43	0.00	30,497,110.15	2.5%

** END OF REPORT - Generated by Michele Brown **

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Scrivener's Error Correction - Resolution 2022-61
Award of 22-05 - Dockworks of Northeast Florida dba C&H Marine Construction

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Approve Scrivener's error correction.

SYNOPSIS: At its April 5, 2022, Regular Meeting, the City Commission approved Resolution 2022-61. Staff mistyped the account number associated with the project. This Resolution corrects the scrivener's error.

FISCAL IMPACT: The City has budgeted the project in the Capital Expansion Fund account, 3107200 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve the correction.

Charles George, City Engineer	4/6/2022
Pauline Testagrose, Comptroller	4/7/2022
Monica Benischeck, Administrative Services Manager	4/7/2022
Katie Newton, Legal Assistant	4/8/2022
Dale Martin, City Manager	4/11/2022
Tammi E. Bach, City Attorney	4/12/2022

A handwritten signature in blue ink that reads "Katie A. Newton".

Date: April 06, 2022

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

SCRIVENER'S CORRECTION
RESOLUTION 2022-61

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING ITB 22-05 TO DOCKWORKS OF NORTHEAST FLORIDA DBA C&H MARINE CONSTRUCTION; ESTABLISHING A PROJECT BUDGET IN AN AMOUNT NOT TO EXCEED \$100,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach issued ITB 22-05 to solicit bids for the installation of a new beach access walkover structure at the 6N dune crossing pathway on Ocean Avenue; and

WHEREAS, the City received bids from three contractors on February 23, 2022, with Dockworks of Northeast Florida dba C&H Marine Construction of Orange Park, Florida, submitting the low and responsive bid of \$99,300.00; and

WHEREAS, the City received FDEP Grant CZ424 awarding \$120,000.00, with the City providing a 50% match (\$60,000.00) for the construction of a new 6-foot-wide dune walkover structure at Beach Access 6N on Ocean Avenue; and

WHEREAS, this project is budgeted in the Capital Expansion Fund account, ~~3007210~~ 3107200 56300; and

WHEREAS, staff has received FDEP permit approval for the construction of the 6N walkover structure; and

WHEREAS, staff recommends approval of a construction contract to Dockworks dba C&H Marine Construction for the 6N Walkover totaling \$99,300.00, based on the bid submitted. Staff further recommends establishment of a construction project budget of \$100,000.00, to account for any unforeseen contingencies during the construction.

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

SECTION 1. The City Commission hereby awards ITB 22-05 to Dockworks of Northeast Florida dba C&H Marine Construction of Orange Park, Florida in an amount not to exceed \$99,300.00.

SECTION 2. The City Commission further approves a total construction project budget of \$100,000.00.

SECTION 3. The City Clerk and City Manager are hereby authorized to execute all documentation pertaining to award of ITB 22-05, upon review of the City Attorney.

SECTION 4. This Resolution is effective immediately upon passage.

ADOPTED this 5th day of April, 2022.

MICHAEL A. LEDNOVICH
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney



City of Fernandina Beach

Office of the City Engineer

cgeorge@fbfl.org

Date: March 4, 2022

Mr. Bob Mathews, President
Dockworks of Northeast Florida dba C&H Marine Construction
417 Stowe Avenue, Suite B
Orange Park, Florida. 32073

Subject: City of Fernandina Beach – Beach Access Walkover 6N
Letter of Intent to Award Construction

Dear Mr Mathews:

Based on the construction bids received on February 23, 2022, on the referenced project, it is the City of Fernandina Beach's intent to award the construction contract to Dockworks of Northeast Florida dba C&H Marine Construction.

Attached please find the Construction Contract for the project for your signature and return to me. Also attached is the recently received FDEP permit authorization for the project.

We anticipate the award of the contract will be approximately April 10th dependent on City Commission approval.

Please let me know if you have any questions. We look forward to working with you on this project.

A handwritten signature in black ink, appearing to read "C. L. George".

Charles L. George, P.E.
City Engineer

Cc: Dale Martin
Lorelei Jacobs

CITY OF FERNANDINA BEACH, FLORIDA

CONTRACT #22-05

BEACH ACCESS WALKOVER 6N

**CITY OF FERNANDINA BEACH
CONTRACT AND GENERAL CONDITIONS
FOR
CONSTRUCTION SERVICES**

This **AGREEMENT** made on the _____ day of _____ in the year of 2022, **BETWEEN** the owner, CITY OF FERNANDINA BEACH, 204 Ash Street, Fernandina Beach, FL 32034 (hereinafter referred to as "Owner" or "City") and the Contractor, (Dockworks of Northeast Florida dba C&H Marine Construction, 417 Stowe Avenue, Suite B, Orange Park FL, 32073)

PROJECT: City of Fernandina Beach Access Walkover 6N

CONTRACTOR: Dockworks of Northeast Florida dba C&H Marine Construction

ENGINEER: City of Fernandina Beach, Florida

The **OWNER** and **CONTRACTOR** agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

Contract Documents comprise this Agreement, the plans, drawings, specifications, project manual, addenda, and other materials contained in City of Fernandina Beach Bid Number 22-05. Documents comprising Bid Number 22-05 are incorporated into this Agreement by reference and are a part of this Agreement as if attached or repeated herein. This Agreement represents the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral.

2. Intent of Contract Documents

Execution of the Contract by the Contractor is a representation that the Contractor has become familiar with the Contract Documents and field conditions under which the Work is to be performed within the requirements of Work specified by the Contract Documents.

The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

3. Definitions:

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

The Contractor shall execute the entire Work as described in the Contract Bid documents and as follows:

All tools, materials, supervision, labor, and equipment for the construction of the new Beach Access Walkover 6N as specified on the FDEP permit authorization and Construction plans and prepared by the City of Fernandina Beach's Engineering Department.

ARTICLE 3 - COMMENCEMENT DATE

The Commencement Date shall be established by the Owner and communicated to the Contractor in a Notice to Proceed (NTP) sent by registered mail to the Contractor's place of business not later than 30 days following execution of the Contract, or receipt of all insurance certificates, bonds, and Schedules of Values required by the Contract, whichever is later. Failure to provide the required insurance or bonds within ten (10) days of the Award of Bid shall constitute a delay by the Contractor in honoring his Bid.

CITY OF FERNANDINA BEACH, FLORIDA
CONTRACT #22-05
BEACH ACCESS WALKOVER 6N

The Contractor will not commence Work on the project until receiving a Notice to Proceed from the Owner.

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

The Contractor shall commence work within ten calendar days from the date of Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work not later than 110 consecutive calendar days after the receipt of the Notice to Proceed. Completion date may be adjusted based on the FDEP permit requirements subject to adjustments of the Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the work not later than ten (10) days after reaching Substantial Completion.

Time limits herein stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

ARTICLE 5 - CONTRACT AMOUNT

The Owner shall pay the Contractor the sum of \$99,300.00 subject to additions and deductions as provided in the Contract Documents for all Work described in Article 2.

ARTICLE 6 - LIQUIDATED DAMAGES

The Contractor and Owner mutually agree that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing.

If the said Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted in accordance with this Agreement, then the Contractor does hereby agree, as a part consideration for the award of this contract, to pay to the Owner Five Hundred Dollars (\$100.00) per calendar day from the twenty first day beyond the Substantial Completion Date not as a penalty but as liquidated damages for such breach of Contract. Furthermore, the Contractor agrees to pay to the Owner the amount of one Hundred Dollars (\$100.00) for each calendar day that the Work remains incomplete after the date established for Final Completion.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain. Also, failure to meet requirements for substantial or final completion shall subject the Contractor to reinspection fees as set forth in the specifications.

In addition to liquidated damages, should the Owner become liable for additional architectural fees due to delays by the Contractor which extend construction beyond the contracted construction time, the Contractor shall be liable for payment of such expenses to the Owner.

Both Liquidated Damages and Reinspection Fees shall be implemented using a Deductive Change Order or Construction Change Directive. The exact form used and its titling of such change order shall be as determined by the Owner.

ARTICLE 7 - PAYMENTS

1. Progress Payments

Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Amount to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Provided an Application for Payment is received by the Engineer not later than the 15th day of the month, the Owner shall make payment to the Contractor not later than the last day of the month. If a valid Application for Payment is received by the Engineer after the Application date fixed above, payment shall be made 15 days after the Engineer received the Application for Payment.

Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents.

Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values, less retainage of 10%.

CITY OF FERNANDINA BEACH, FLORIDA

CONTRACT #22-05

BEACH ACCESS WALKOVER 6N

Add that portion of the Contract Amount properly allocable to materials and equipment delivered and stored at the Project Site for subsequent incorporation into the Work, less retainage of 10%.

Subtract the aggregate of previous payments made by the Owner.

The progress payment amount shall be further modified under the following circumstances:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount, less such amounts as the Architect/Engineer and Owner shall determine for incomplete Work and unsettled claims.

2. Final Payment

Final payment, comprising the entire unpaid balance of the Contract Amount, shall be made by the Owner to the Contractor when the Contract has been fully performed and accepted by the Owner. Final payment shall be contingent upon the Contractor providing all warranties, guaranties and waivers of liens required under the Project Closeout Section of the Specifications. Furthermore, payment shall be made in accordance with the Florida Prompt Payment Act applicable to local governments.

3. Certifying a Schedule of Values

Within 10 days after award of the Contract, the Contractor shall submit to the Engineer a Schedule of Values allocating the values of various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer or Owner may require. This Schedule of Values shall be reviewed by the Engineer and approved by the Owner, and shall be used as the basis for reviewing the Contractor's Applications for Payment.

The Schedule of Values shall include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment. Rough-in work shall be shown separately from finish work.

4. Contractor Applications for Payment

By the 15th of each month the Contractor shall submit to the Engineer an itemized Application for Payment in accordance with the Schedule of Values. Such application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect/Engineer may require. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation into Work. If approved in writing by the Owner, payment may similarly be made for materials and equipment suitably stored off the site.

Applications for Payment shall not include:

- Request payments on account of changes in the Work which have not been approved by the Owner in a Change Order; and
- Payment of amounts the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that all work, equipment and materials included in the Application for Payment are to the best of the Contractor's knowledge, information and belief, free from liens, claims, security interests or encumbrances.

5. Certification of Payment Requests

Within seven (7) days after receipt of a Contractor's Application for Payment, the Engineer, in consultation with the Owner, will issue a Certificate for Payment for an amount the Engineer and Owner determines is due, or notify the Contractor in writing of the reasons for withholding certification. A Certificate for Payment shall not constitute acceptance of Work not in accordance with the Contract Documents.

6. Criteria for Withholding A Certificate for Payment

The Engineer or Owner may withhold approval of a Certificate for Payment or, because of subsequent events, may nullify a prior approval of payment in whole or in part if in the Engineer's or Owner's opinion Contractor representations to the Owner are not supported or are deemed inaccurate. If the Contractor and Engineer or Owner cannot agree on a revised amount, the Engineer will promptly issue a Certificate of Payment for the amount to which the Engineer and Owner are able to certify payment. Certification may be withheld for these reasons:

Defective Work not corrected;

- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount
- Damages owed to the Owner or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages; or
- Failure by Contractor to make payments properly and promptly to subcontractors or suppliers; or
- Persistent failure to carry out the Work in accordance with the Contract Documents or other material breach by Contractor.

When reasons for withholding certification are corrected, the Engineer and Owner will certify amounts previously withheld.

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ARTICLE 8 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by The Contractor

The Contractor may terminate the Contract if work is stopped for a period of 60 days or longer for the following reasons:

- Issuance of a Stop Work Order by a court regulatory agency having jurisdiction over the project; or
- An act of Government making materials or labor unavailable.

If any one of the reasons stated above exists, the Contractor shall be compensated as provided in this Agreement only for Work executed in accordance with the Contract Documents.

2. Termination by The Owner For Cause

The Owner may terminate the Contract due to the Contractor's inability to perform for these reasons:

- Refusal or failure to supply properly skilled workers or materials;
- Disregarding the laws, permits, ordinances or regulations of public authorities having jurisdiction over the Work; or
- Substantially breaching provisions of the Contract Documents.

If such conditions exist the Owner may, without prejudice of any other rights or remedies of the Owner, after having given the Contractor and the Contractor's surety seven days written notice, terminate the Agreement and, subject to any prior rights of the surety:

- Take possession of the site and materials, equipment, tools, and machinery therein owned by the Contractor;
- Accept assignment of Subcontracts; and
- Finish the work by whatever means are available to the Owner.

Should the Work be terminated according to this section the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the costs of finishing the work, such excess shall be used to pay the Contractor amounts due for materials and equipment stored on site and Work completed in accordance with the Contract Documents which has been Certified by the Engineer and accepted by the Owner. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner, which obligation for payment shall survive the termination of the Agreement.

The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of delay in completing the Work, and all other direct, indirect, and consequential costs incurred by the Owner by reason of the termination of the Contractor as stated herein. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's costs have been established, and to apply such amounts to such costs.

Should the Owner's termination of the Contractor for Cause be challenged, and should such challenge prevail, then the Owner's termination of the Contractor shall be deemed to have been a Termination for Convenience, and Contractor's entitlement to compensation shall be determined in accordance with paragraph 3 below.

3. Termination by the Owner for Convenience

The Owner may, without cause, order the Contractor in writing to suspend, delay or terminate the Work in whole or in part for such period of time the Owner may determine. The Owner shall adjust the Contract Amount for increases in the cost of performance under the Contract caused by suspension, delay, or interruption.

No change in Contract Amount shall be made where the suspension, delay, or interruption for which the Contractor is responsible or attributable.

In the event of termination for convenience by the Owner, the Contractor shall only be entitled to and paid compensation earned through the date of termination and Termination Expenses. Termination Expenses are those jobsite costs directly attributable to termination (such as jobsite demobilization costs). Contractor shall not be entitled to direct, indirect, or consequential damages, or other damages for loss from

and including, but not limited to economic loss, lost profit on under-performed portions of the work, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity, lost or reduced bonding capacity.

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ARTICLE 9 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE ENGINEER

1. Engineer as Owner's Representative

The Engineer will provide project management services as described in the Contract Documents, and will serve as the Owners representative during construction, and until final payment is certified. The Engineer will consult with and advise the Owner. The Engineer will have the authority to act on behalf of the Owner only to the extent as provided in the Contract documents.

The Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, Contractor, Subcontractors, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that the Engineer's obligations are to the Owner, and in performing such obligations the Engineer may consequently alter the burdens and expense of such other parties. If the Contractor claims additional cost or time on account of the Engineers performing such obligations, the Contractor shall give notice as provided in Article 13.

The Owner and Contractor shall communicate through the Engineer. Communications by and with the /Engineer and Engineer's consultants shall be through the Architect. Communications by and with subcontractors and suppliers shall be through the Contractor. Communication by and with other Contractors working on the site which are not parties to this Agreement shall be through the Owner.

2. Monitoring Progress, Quality and Compliance with Contract Requirements

The Engineer will perform site inspections at critical stages of construction to become generally familiar with progress and quality of completed Work to determine if in general the Work is performed in accordance with the Contract Documents. The Engineer will have authority to reject work which does not comply with the Contract Documents. Wherever considered necessary, the Engineer may require additional inspection or testing of the Work whether the Work is fabricated, installed or completed.

The Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

Actions of the Engineer undertaken while providing administration of the Contract shall not be construed as either supervision or coordination, since these are solely the Contractor's responsibility.

3. Review and Approval of Contractor's Submittals

The Engineer will review and approve the Contractor's Submittals, such as shop drawings and product samples, for the limited purpose of checking for compliance with the Contract Documents. The Engineer's review does not relieve the Contractor of his obligations under the Contract to comply with the plans and specifications.

The Engineer's approval of a submittal which contains a deviation which has not been specifically called to the Engineer's attention excludes approval of that deviation and shall not serve as a waiver of the rights of the Engineer or Owner unless the Engineer makes specific written acceptance of said deviation on the Engineer's letterhead or Owner makes specific written acceptance of said deviation on the Owner's letterhead.

4. Interpret Plans

The Engineer will provide interpretations of the Plans and Specifications for compliance with the Contract Documents. The Engineer's response to interpretation requests shall be made with reasonable promptness, or a maximum of 15 days from the date of written request.

Interpretations of the Engineer will be consistent with the intent of the Contract Documents and will be documented in writing or in the form of plans and drawings.

The Engineer may, as the Engineer judges desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to the Contractor, and provided such drawings or information are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If the Contractor claims additional cost or time on account of such additional drawings or information, the Contractor shall give the notice provided in Article 13.

5. Approving Non-Substantial Deviations

The Engineer will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes shall be implemented by issuing a Construction Change Directive which shall be immediately binding on the Contractor upon receipt.

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6. Certifying Applications for Payment

Based on the Engineer's observations and evaluations of the Contractor's Applications for Payment, the Engineer will review amounts due the Contractor and will, upon approval by Owner, issue Certificates for Payments.

7. Preparing Change Orders

The Engineer will prepare Change Orders for approval by the Owner.

8. Substantial Completion and Acceptant Reviews

The Engineer will conduct inspections, and if Work is found Substantially Complete by the Owner and Engineer, establish the date or dates of Substantial Completion and the date of Final Completion. The Engineer will receive and forward to the Owner for the Owners' review, project records, written warranties and related documents required by the Contract and assembled by the Contractor. The Engineer will issue a final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by the Owner.

B. OBLIGATIONS OF THE OWNER

1. Project Manager

The Owner will designate a Project Manager, through which the City will communicate with the Engineer and Contractor.

2. Information Provided by Owner

The Owner shall furnish surveys describing physical characteristics of the site, and utility locations.

Information or services requested by the Contractor and under the Owner's control shall be promptly supplied to the Contractor in order to promote orderly progress of the Work. Such information and services will be provided to the Contractor free, unless otherwise provided in the Contract Documents.

The Owner will furnish the Contractor, free of charge, a maximum of ten sets of Construction Documents.

The Owner disclaims any responsibility for information not expressly set forth in the plans or specifications. Therefore, the Owner shall not be responsible for archived information or other information that may be in the Owner's possession or control, but which has not been utilized by the Project Engineer and expressly contained, depicted, or otherwise expressly set forth in the Contract Documents.

3. Permits

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents.

4. Owner's Right to Stop Work

If the Contractor fails to correct Work which is not in accordance with requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may order the Contractor to stop work or any portion thereof until the cause of such order has been eliminated. Such an order must be in writing.

5. Owner's Right to Carry Out Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, after giving seven (7) days written notice, the Owner may without prejudice to other remedies, correct such deficiencies. In such a case, a Change Order shall be issued deducting from the Contract Amount the cost of correcting such deficiencies, including additional design and administrative costs as may be necessary by the default, neglect, or failure.

6. Interpretation of Contract Documents and Performance

In all matters concerning performance under this Agreement and requirements of the Contract Documents, the Owner's interpretation will prevail.

7. Approving Substantial Deviations

The Owner will approve in writing all changes in the Work involving:

- Adjustments to the Contract Amount;
- Contract Time; or
- Work that is inconsistent with the Intent of the Contract Documents.

8. Owner's Right to Expedite Schedule

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If Owner determines, in its reasonable opinion, that the performance of the Work as of any date during construction has not progressed or reached the level of completion required by the Contract Documents and/or the construction schedule acceptable to Owner, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Corrective Measures"). Such Corrective Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents and the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Corrective Measures required by Owner pursuant to this paragraph. The Owner may exercise the rights furnished hereunder or specifically pursuant to this paragraph as frequently as Owner deems reasonably necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule and the Contract Documents.

Such changes shall be affected by a Change Order signed by the Contractor, Engineer, and the Owner.

C. OBLIGATIONS OF THE CONTRACTOR

1. Superintendent

The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor.

2. Review of Contract Documents

The Contractor shall carefully review Contract Documents and information provided by the Owner, and shall at once report to the Engineer any errors, omissions, or inconsistencies discovered.

If the Contractor performs any construction activities with knowledge of an error, omission or inconsistencies in the Contract Documents without such notice to the Engineer, the Contractor shall assume responsibility for such performance.

3. Review of Field Conditions

The Contractor shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Engineer at once. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials (except for unforeseeable serious material shortages), tools and equipment, (5) availability of temporary utility service and (6) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in subparagraph

10.1.2, the Contractor shall be solely responsible for providing a safe workplace. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor of any Subcontractor to comply with the requirements of this Subparagraph.

4. Supervision and Construction Procedures

The Contractor shall perform the Work in accordance with the Contract Documents and Submittals approved by the Engineer.

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures; and for coordinating all portions of the Work, under Contract, unless otherwise specified in the Contract Documents.

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, Suppliers, and their agents and employees, and other persons performing portions for the Work under a contract with the Contractor or his Subcontractors.

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer or, the Owner's Project Manager, in administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

5. Inspection of Work

The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine if such portions are in proper condition to receive subsequent Work.

6. Labor and Materials

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, water, electric, other utilities, transportation, taxes and other facilities and services necessary for proper execution and completion of the Work. It is the Contractor's responsibility to provide these resources whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract.

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The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

7. Warranty

The Contractor warrants to the Owner that materials, equipment, and skilled labor will be provided in accordance with the Contract Documents, and that the Work will be free from defects. Work not conforming with these requirements, including substitutions not properly approved and authorized, may be considered defective.

8. Construction Schedule

Prior to issuance of a Notice to Proceed, but not later than fourteen (14) days after Notice of Award, the Contractor shall prepare and submit to the Engineer and Owner a Construction Schedule for the Work. The Schedule shall not exceed the time limits established in the Contract Documents, nor shall the Schedule reflect an early completion of the Work. The construction schedule shall document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work with activity durations limited to 14 days. The Construction Schedule shall also identify the critical path and any other near critical events which would most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to the Engineer and Owner. The Construction Schedule shall be revised at appropriate intervals as required by conditions of the Work.

9. Project Records

The Contractor shall maintain the following project records at the project site:

- Construction Schedule
- Plans and Drawings
- Specifications
- Addenda
- Change Orders
- Construction Change Directives
- Shop Drawings
- Product Data
- Samples
- Required Submittals
- Superintendent's Log

Records shall be maintained in good order and, marked to reflect current changes and selections made during the construction process.

Records shall be available to the Engineer and Owner and, with the exception of the Superintendent's Log, shall be delivered to the Engineer for submittal to the Owner upon completion of the Work.

Additionally, the Superintendent's Log shall at a minimum document the dates and times of critical inspections; instructions received from the Architect; and weather conditions including dates, times, and amount of rainfall received.

10. Approval of Shop Drawings and Other Submittals

The Contractor shall review, approve, and submit to the Engineer Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by the Engineer prior to their implementation. The Contractor shall perform no portion of the Work requiring submittal and review of these or similar data until approved by the Engineer. Such Work shall be accomplished in accordance with approved Submittals.

The Contractor shall not submit any shop drawing or other submittal that is merely a tracing or other copy of any of the Contract Documents. Each submittal item must be prepared by the Contractor, or for the Contractor by a Subcontractor or Supplier of the Contractor. The Engineer shall have the authority to reject any submittal items that violate this provision, and no extension of Contract Time shall be given on account

of such rejection. Engineer's review and action on any such Submittals shall not serve as a basis for or give rise to any claim in favor of Contractor or any third party against the Owner or Engineer.

By submitting the materials described above to the Engineer for approval, the Contractor represents that he has determined and verified materials, field measurements, and field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Documents. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings,

Product Data, Samples or other Submittals. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Engineer makes specific written acceptance of said deviations on the Engineer's letterhead.

11. Use of the Project Site

The Contractor shall confine operations to the Site as designated by the Owner and shall confine operations and activities to those permitted by law, ordinances, permits, and the Contract Documents; and should not unreasonably encumber the site with materials or equipment. The

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Contractor is specifically prohibited from the storage of materials, equipment, or supplies not related to the Work on the Project Site.

The Owner will be responsible for resolving disputes between the Contractor and other Contractors with which the Owner has a separate Agreement concerning use of the Project Site.

12. Cleanup of Project Site

The Contractor shall keep the premises and surrounding area reasonably free of rubbish, waste materials, or debris caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to the Owner's satisfaction. Should the Contractor fail to clean up as provided in the Contract Documents, the Owner may do so and the cost charged to the Contractor through a deductive Change Order or Construction Change Directive.

13. Observations and Inspections

The Contractor shall provide Owner and Architect access to the Work, wherever located and in whatever stage of construction for the purpose of providing inspections and observations necessary to assess compliance with applicable codes and to identify the quality and quantity of Work performed.

If a portion of the Work is covered contrary to the Engineer's request or to the requirements expressed in the Contract Documents, it must be uncovered to allow the requested inspection or observation and replaced at the Contractor's expense without change in Contract Time.

If a portion of the Work has been covered for which the Owner or Engineer has not specifically requested prior observation, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement shall be borne by the Owner and implemented through a Change Order recommended by the Engineer and approved by the Owner. If such Work was inspected and found not to be in conformance with the Contract Documents, the Contractor shall pay the cost of uncovering and replacement without a change in Contract Time.

14. Correcting Rejected Work

The Contractor shall promptly correct Work rejected by the Engineer for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear the costs of correcting such Work, including those for additional testing and inspections and compensation for any additional design or necessary administrative costs.

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the Contractor, Subcontractor, or Suppliers, whichever is greater, or by the terms of a special warranty required by the Contract Documents; any of the Work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it within ten (10) days after receipt of a written notice from the Owner. This obligation shall survive acceptance of the Work under the Contract and Termination of the Contract, if such

Termination has been exercised by the Owner.

If the Contractor fails to correct nonconforming Work within ten (10) days or such reasonable time as may apply, the Owner may complete the work in accordance with the provisions in Article 9-B-5 and 9-B-8 of this Agreement.

15. Acceptance of Non-Conforming Work

The Owner may at his option accept Work which is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

16. Tests & Inspections

Tests, inspections and approvals of portions of the Work required by law, ordinance, rules, regulations, or other orders of public authorities having jurisdiction shall be made at the appropriate time. Unless otherwise provided, the Contractor will make arrangements for such tests,

inspections and approvals, and shall be responsible for paying testing, inspection, and reinspection fees.

Other tests, inspections, and approvals required by the Contract Documents shall also be made at the appropriate times. The Contractor shall make arrangements for such tests, inspections and approvals with the independent testing laboratories or entities designated by the Owner. The Owner shall bear the costs related to these tests, inspections and approvals.

For all tests and inspections conducted under this section, the Contractor shall give the Engineer timely notice of when and where tests and inspections are to be made so that observations may be made.

If tests or inspections reveal failure of portions of the Work to comply with the Contract Documents, or approval is not secured from a public authority having jurisdiction over the project for a portion of the Work covered by the Contract Documents, the Contractor shall bear all costs made necessary by such failure.

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Certificates of testing, inspection or approval shall be secured by the Contractor and promptly delivered to the Engineer

ARTICLE 10 - SUBCONTRACTORS

1. Reporting of Proposed Subcontractors

As soon as practical after the issuance of a Notice to Proceed, or as otherwise provided in the Contract Documents, the Contractor will furnish in writing to the Architect the names of persons or entities, including Subcontractors, material suppliers, equipment suppliers, and fabricators proposed for Principal Portions of the Work. After conferring with the Owner, the Architect will promptly inform the Contractor in writing whether or not there are reasonable objections to the any of the proposed persons or entities unto which the Contractor proposes to enter into an Agreement.

2. Rejection of Subcontractors

Neither the Contractor nor the Owner shall be required to Contract with anyone to whom either party has made a reasonable objection; excepting instances where the Contract Documents require use of a material, equipment, or other product for which there is no acceptable alternate supplier or installer.

3. Removal of Subcontractors

The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.

4. Subcontractors Bound by Contract Documents

By appropriate Agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, under this Agreement, assumes toward the Owner.

Each Subcontract shall preserve and protect the right of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that Subcontracting thereof will not prejudice such rights and shall allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against the Contractor that the Contractor has against the Owner.

In all Contracts between the Contractor and Subcontractor, suppliers, or fabricators, the Owner will be named as third party beneficiary.

Each Subcontract for a portion of the Work is assigned by the Contractor to the Owner under these conditions:

- Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article 8-2 of this Agreement.
- Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

1. Owner's Right to Perform Construction

The Owner reserves the right to perform construction or operations related to the Project outside the scope of this Agreement with Owner's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Agreement.

2. Owner to Provide Coordination

The Owner shall provide for coordination of activities of the Owner's own forces and for Contractors under a separate Agreement to provide construction services on the Project Site. If part of the Contractor's Work depends upon prior Work performed by the Owner or other separate

Contractors, the Contractor shall, prior to proceeding with that portion of the Work, at least forty-eight (48) hours prior to the start of such activity, report to the Engineer apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of the Contractor's Work. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's previously completed construction is fit and proper to receive the Contractor's Work. Further, Contractor shall cooperate in scheduling the work by providing the Owner with all requested schedule information and shall adjust the sequencing of its work, at no additional cost to the Owner.

ARTICLE 12 - CHANGES IN THE WORK

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1. Contract Held Valid

Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Order or Construction Change Directive executed in accordance with this Agreement.

2. Construction Change Directive

Changes in the Work may be directed by a Construction Change Directive prepared and signed by the Engineer. A Construction Change Directive signed by the Contractor indicates agreement of the Contractor with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives shall be issued using AIA Form G714.

3. Construction Change Order

In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:

- Contract Amount
- Contract Time
- The intent of the Contract Documents

In such instances, a Construction Change Order must be signed by the Engineer, Contractor and Owner. Construction Change Orders shall be issued using AIA Form G701.

Change Orders may not have typed text altered or additions placed thereon after the signing process has begun. Change Orders with alterations to typed text or additions placed thereon shall not be considered altered by such, and the original Change Order shall govern. Should alterations or additions to a Change Order be desired, said Change Order shall be re-typed and re-signed, and said Change Order shall be identified as "Revised".

4. Changes in Contract Amount

No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued by Owner. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by an alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase to the Contract Sum or change in the Contract Time. Claims for disputes concerning Contract Amount shall be determined in accordance with Article 13 of this Agreement.

5. Cost of Work

The term "Cost of Work," or "Direct Cost," for the purpose of Change Orders, means the costs necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the area of the project and may include the following categories:

- Labor (payroll, taxes, fringe benefits, workers' compensation, health and retirement benefits, sick leave)
- Owned equipment (at lowest applicable equipment manual rate)
- Rented equipment (at actual rental rate)
- Materials
- Supplies
- Subcontractor's costs
- Bonds and insurance

The Contractor shall require all Subcontractors and suppliers to comply with all requirements of and provide itemizations of all claims in accordance with this Article.

The term "Cost of the Work" or "Direct Cost" shall not include any of the following:

- Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor whether at the site or in its principal or a branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's allowance for overhead and profit.
- Extraordinary fringe benefits not specifically identified above.
- Expenses of Contractor's principal and branch offices other than the Contractor's office at the job site.
- Any part of the Contractor's capital expenses, including interest on the Contractor's capital used for the Change Order Work and charges against the Contractor for delinquent payments.

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- Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

For all changes, the Contractor shall submit an itemized cost breakdown, together with supporting data in such detail and form as prescribed by the Engineer. When a credit is due, the amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in direct cost will be the amount of the actual net decrease in direct cost as determined by the Architect plus the actual reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit allowance.

The allowance for combined overhead and profit included in the total cost to the Owner shall be based upon the following schedule:

- For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
- For the Contractor, for Work performed by the Contractor's Subcontractor, seven and one-half percent (7-1/2%) of the amount due to the Subcontractor.
- For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, fifteen percent (15%) of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-contractor, seven and one-half percent (7-1/2%) of the amount due the Sub-contractor.

6. Changes in Contract Time

Changes in Contract Time shall be granted only by Construction Change Order. Claims for disputes concerning Contract Time shall be determined in accordance with Article 13 of this Agreement.

7. Changes in Contract Time Due to Weather Conditions

The Contractor shall consider climatic conditions in preparing the construction schedule and shall anticipate therein periods where work may not be practical due to adverse weather conditions.

Weather conditions shall not comprise grounds for extension of Contract Time unless the Contractor is able to demonstrate that the number of rain days during the entire Contract Time exceeded 120% of that for the same period in the prior year. In making such an assertion the Contractor shall use rain data recorded in the Superintendent's Log, which must include the date, duration and volume of rain recorded at the Project Site for each day, as compared to that recorded for the area closest to the Project Site, as reported by the National Weather Service. The Owner shall determine the criteria for establishing "rain days".

8. Contractor's Obligation to Comply with Construction Change Directives

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work. The Contractor shall promptly comply with the Construction Change Directive whether or not a Construction Change Order has been executed.

9. Effective Date of Change Orders

Construction Change Orders shall become effective immediately upon execution by the Contractor, Engineer, and Owner.

ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

Contractor Claims must be made by written notice within 14 days after the occurrence of the event giving rise to such Claim or within 14 days after the Contractor would have reasonably first recognized the condition giving rise to the Claim, whichever is later. Claims for additional time and additional compensation must be made in accordance with the conditions of this Article.

Such written notice of Contractor Claims shall be complete. Written notice which is incomplete and only partially identifies a claim, with wording such as "(time or cost) impact to be determined at a later date" or "we reserve the right to claim additional (time or cost) at a later date" will not be considered.

2. Continuing Performance on the Contract

Pending resolution of a Claim, unless otherwise agreed to in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

3. Claims for Concealed or Unknown Conditions

If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions which differ materially from those

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indicated in the Contract Documents, or comprise unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and are generally recognized as inherent in construction activities of the character provided for in the Contract Documents; then the Contractor shall inform the Project Architect of the materially different field conditions in writing within 14 days after first observance of the conditions, or within 14 days after the Contractor would have reasonably first recognized the materially different field conditions.

The Architect will promptly investigate and report to the Owner if field conditions were found to be materially different than those which could have been reasonably found given the criteria indicated above. If field conditions are found to be materially different, the Owner shall prepare a Construction Change Order providing an equitable adjustment in Contract Amount and/or Contract Time.

If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the contract are justified, the Owner shall so notify the Contractor in writing stating the reasons.

4. Claims for Additional Time

Claims for an increase in Contract Time will be made by the Contractor by presenting a "Request for Delay" (RFD) form to the Engineer within 14 days of the occurrence giving rise to the claim. All claims for an increase in the Contract Time are waived if not so presented. RFD forms will be supplied to the Contractor by Owner or the Engineer.

The sole and exclusive manner of increasing the Contract Time due to some occurrence giving rise to the representation of an RFD form is by Construction Change Order. Timely presentation of a RFD form is the prerequisite for obtaining a Construction Change Order. The Construction Change Order shall address any and all Claims based on said occurrence. With respect thereto, Contractor agrees that its exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the Owner or the Engineer or attributable to the Owner or the Engineer, and including Claims based on breach of Contract or negligence, shall be an extension of the Contract Time. Contractor hereby waives any and all other Claims based on said occurrence which are not addressed by the Construction Change Order.

Nothing contained herein will prevent the parties from increasing the Contract Time by mutual agreement.

5. Claims for Additional Compensation

Owner's liability to Contractor for any Claims other than Claims for extension of Contract Time, as described above, arising out of or related to the subject matter of this Contract including, but not limited to, claims for payment by Owner of the costs, damages, or losses because of changed condition under which the Work is to be performed or for additional Work, shall be governed by Article 12-4 and must be submitted in strict accordance with the following provisions:

All Claims must be submitted as a Request for Construction Change Order in the manner provided herein;

- Contractor must submit a Notice of Claim to the Owner and to the Architect within fourteen days (14) of when the Contractor was, or should have been, aware of the occurrence of the event giving rise to the Claim; and
- Within fourteen days (14) of submitting its Notice of Claim, Contractor shall submit to the Architect and Owner its Request for Construction Change Order using AIA Form G701, which shall include a written statement of details of the Claim, including a description of the Work affected.

Contractor agrees that the Owner shall not be liable for any Claim the Contractor fails to submit as a Request for Construction Change Order or as a timely presented RFD form as provided in this Agreement.

After receipt of a Request for Construction Change Order, Owner, in consultation with the Architect, shall deliver to Contractor within thirty (30) days after receipt of request its written determination of the Claim.

Contractor's exclusive remedy for delays in performance of construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect including claims based on breach of contract or negligence, shall be a Claim or a RFD form submitted in compliance with this Article.

Contractor expressly agrees that the conditions established by this Article constitutes its sole and exclusive remedies for delays and changes in such Work and eliminates any other remedies for Claim for increase in the Contract Amount, delays, changes in the Work, damages, losses, or additional compensation.

6. Resolution of Disputes by the Owner

If a Claim has not been resolved after consideration under other terms of this Article, the Engineer shall notify the Contractor in writing that the Owner shall make a determination within seven (7) days, which determination shall be final and binding on the Parties, but subject to litigation in a court having competent jurisdiction. Upon expiration of such time period, the Owner shall render to the parties a written decision relative to the Claim, including any change in Contract Amount and/or Time.

If there is surety and there appears to be a possibility of the Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the dispute.

7. Injury of Damage to Person or Property

If any party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other

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party's employees or agents, or for others whose acts such party is legally liable; written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable amount of time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to the Claim is to be asserted, it shall be filed as a Claim pursuant to the conditions of this Article.

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

The Owner may release a Designated Portion of the Work under this Contract upon the issuance of a Certificate of Substantial Completion for the Designated Portion. Subsequent to said release, the Owner may make payment to the Contractor up to the pro-rated amount of the Contract Amount which is allocable to the value of the Designated Portion of the Work under the Contract. Payment under this provision may be made in full with no retainage or, a lesser retainage, at the sole discretion of the Owner.

Further, the parties agree that in the event the Owner releases a Designated Portion of the Work, whether or not retainage is released for the Designated Portion of the Work, the Contractor agrees that all insurance required by the Contract Documents will remain in full force and effect until final acceptance of the entire Work by the Owner.

2. Substantial Completion

When the Contractor considers that the Work, or a portion thereof, which the Owner agrees to accept separately, is Substantially Complete, the Contractor shall prepare and submit to the Engineer a comprehensive list of items to be completed and corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on the list does not relieve the Contractor of the responsibility to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Engineer will make an inspection, and with the approval of the Owner, determine whether the Work, or designated portion thereof, is Substantially Complete. If the Engineer's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer.

The Contractor may request additional inspections by the Engineer as may be reasonable to determine when Substantial Completion has been achieved. When the Work or designated portion thereof, is Substantially Complete, the Engineer will prepare a Notice of Substantial Completion which shall establish the date of Substantial Completion and shall establish responsibilities of the Owner and Contractor for:

- Security
- Maintenance
- Water, sewer, electric and other utilities
- Damages to the Work; and
- Insurance Responsibilities

The Certificate shall also establish the time within which the Contractor shall finish all items on the list of incomplete Work or corrections otherwise necessary to meet the requirements of the Contract Documents.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to each.

Upon Substantial Completion of the Work, or designated portion thereof, and upon application by the Contractor, certification by the Architect, and approval by the Owner, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

3. Final Acceptance and Payment

Upon receipt of written notice that the Work is ready for Final Inspection and upon receipt of a Final Application for Payment, the Engineer shall promptly inspect the Work. When the Engineer and Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer shall issue a Certificate for Final Payment.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Engineer all information required in the Contract Documents, including, but not limited to, warranties, as-built plans, and operation and maintenance manuals.

Furthermore, final payment, nor any remaining retainage, shall be due until the Contractor executes and presents to the Owner a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to the Owner. Acceptance of final payment by the Contractor shall comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Agreement.

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

1. Compliance with Federal, State, and Local Laws, Ordinances, and Regulations

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Contractor agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not necessarily limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity Act which prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Trench Excavation System & Shoring standards as adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act)

2. Safety of Employees and Property

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- Employees on the Project Site and other persons who may be affected thereby;
- The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and
- Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by the Contractor, Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

The Contractor shall not load or permit any part of the construction or Site to be loaded so as to endanger its safety.

3. Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in this Agreement.

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Owner, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Owner and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Owner shall have

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the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Owner before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Owner and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Owner, be detrimental in any material respect to the Owner's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Owner; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Owner may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

2. Waiver of Subrogation

The Owner and the Contractor waive all rights against each other for damages caused by perils coverage by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and the Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers.

The Owner and the Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers.

The Owner waives subrogation against the Contractor on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

If the insurance policies referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

3. Contractor's Insurance

The Contractor shall not commence any Work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, has named the Owner as an additional insured, except for Worker's Compensation Coverage, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

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

The Contractor's insurance, and the insurance of any other party bound to the Contractor, shall be considered primary. The Owner's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement.

4. Loss Deductible

The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the Contractor.

5. Subcontractor's Insurance

The Contractor shall require each of his Subcontractors to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of his Subcontractors in his policy as required in this Article.

6. Certificate of Insurance

The Owner shall be furnished proof of insurance coverage as follows:

- The name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date
- Statement that the insurer will mail notice to the Owner and a copy to the Architect at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy
- Certificate of Insurance shall be in the form as approved by the Owner and such Certificate shall clearly state all the coverages required in this Article
- If requested by the Owner, the Contractor shall furnish complete copies of his and his Subcontractor's insurance policies, forms and endorsements; and

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- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Contractor or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the Contractor's obligations to fulfill the requirements of this Article.

7. Workers' Compensation Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Workers' Compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to Owner for the protection of employees not otherwise protected.

8. Liability Insurance

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

Commercial General Liability:

- Minimum Coverage is \$2,000,000 including a separate project aggregate limit of \$2,000,000 for the Contract.
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- The Contractor is required to continue to purchase products and completed operations coverage for Work performed under this Agreement for a minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owner and hired automobiles and employee non-ownership use.

9. Builder's Risk Coverage

The Contractor shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form issued to provide coverages on an "all risk" basis, including:

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.
- Coverage of the interests of all parties, including the Contractor, Owner, Subcontractors, Sub-subcontractors and suppliers.
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the Owner prior to final acceptance and payment by the Owner.
- The Owner being named as an additional insured.

10. Payment and Performance Bond

Contractor shall provide Owner with a Payment and a Performance Bond in the amount of the Contract Price within ten (10) days of the Notice of Award of Contract. Failure to provide the bond(s) shall result in this Agreement becoming null and void. No action on the part of the Owner shall be deemed to waive this requirement except a written amendment to this Agreement. Said bonds shall be in substantially the same form as in Section 255.05, Florida Statutes.

Additionally, bonds must meet the following specifications:

- The surety company shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida and be doing business in the State of Florida
- The surety company shall have a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 and 9308, Title 31, of the United States Code.
- The surety company shall be in full compliance with the provisions of the Florida Insurance Code
- The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued; and
- The surety company shall have at least a Policy Holding's Rating of "A-" and Financial Rating of VI in the latest issue of "Best's Key Rating

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Guide".

Alternative forms of security as described in Section 255.05, Florida Statutes, are acceptable where approved by the Owner in writing.

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

1. The Commencement of Statutory Limitation Periods Between the Owner, Contractor and assignees are as follows:

- Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.
- Between Substantial Completion and Final Certificate for Payment. As to acts or failure to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under the Contract Documents, the date of any correction of the Work or failure to correct the Work by the Contractor or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

2. Concerning Latent Defects and Fraud

As to latent defects and fraud, the applicable statute of limitations shall commence upon the date of discovery or the date discovery of the defect should reasonably have occurred.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

This Agreement shall be governed by the laws of the State of Florida.

2. Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations

contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

3. Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Email delivery shall also constitute delivery of written notice, and may, at Owner's sole discretion, include US Mail with proof of delivery in addition to the email.

4. Limitation of Liability

The Owner shall be liable only to the extent of its interest in the Project; and no elected official, officer, agent, or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights or obligations under a Subcontract.

The Engineer shall be liable only to the extent of its interest in the Project; and no officer, director, partner, agent, or employee of the Engineer (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation.

5. Attorney Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney fees, as may be set by the Court.

6. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining

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provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7. Force Majeure

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, acts of terrorism, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, rules, ordinances, rules of regulations. The Contractor or Owner may suspend its performance on any assignment as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Contractor or Owner shall resume its performance as soon as is reasonably possible.

8. Contractor Not A Third Party Beneficiary

Contractor understands and agrees that it shall look only to the City/Owner for payment and that it is not a third party beneficiary or in any manner otherwise a beneficiary of that certain Interlocal Agreement between the City of Fernandina Beach and Nassau County, Florida regarding payment of invoices on this project. Contractor, for good and valuable consideration contained in this Agreement does hereby irrevocably waive any right it might claim to seek payment from Nassau County, Florida for work performed on this project.

9. Public Records Law and Obligations

Pursuant to Section 119.0701, Florida Statutes, Contractor shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF the parties have executed the Agreement on the day and date first above written.

OWNER: The City of Fernandina Beach

Dale L. Martin, City Manager

ATTEST -Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

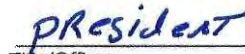


Tammi E. Bach, City Attorney

CONTRACTOR: 



Contractor's Name:



Title/Officer


ATTEST -

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APPENDIX I - DEFINITIONS

Allowance - An amount included in the contract amount to be used exclusively for equipment, materials, or some other purpose specified in the Contract Documents and whose use is under the control of the Owner.

Application for Payment - A formal written request for payment submitted by the Contractor to the Architect for payment for work performed pursuant to this Agreement.

Architect/Engineer - The design professional retained by the Owner responsible for designing the facilities to be constructed and/or the design professional responsible for providing contract administration during construction services and to assess whether construction services are provided in accordance with the Contract Documents.

Bid - A properly signed proposal to do the work, or designated portion thereof for the stipulated sum indicated on the bid form and supported by data required by the Bid Documents.

Bid Documents - The documents either provided or incorporated by reference defining and documenting the scope of services, conditions under which services are to be provided, conditions under which a contractor will be selected and the work will be performed, and the technical specifications for the equipment, goods, or services being procured.

Certificate for Payment - An application for payment which has been signed by the Engineer, who certifies that the pay request is proper and all representations made by the Contractor are correct.

Certificate of Substantial Completion - A form signed by the Engineer certifying that the work, or a designated portion of the work, has been completed to such an extent that it may be occupied by the Owner for its intended purpose.

Change Order - A form documenting the Contractor's and Owner's agreement to modify the work where the modification involves a change in Contract Amount, Contract Time, or the intent of the Contract Documents.

Claim - A demand or assertion by one of the parties to the Agreement for an adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims may also include other disputes between the Owner and Contractor concerning the manner in which work is being performed.

Construction Change Directive - An order signed by the Engineer instructing the Contractor to change the Work.

Construction Schedule - An action plan summarizing how the Contractor proposes to complete the entire work in the Contract Documents within the established Contract Time. The Construction Schedule should identify key tasks and activities necessary to complete the project within the Contract Time.

Contract/Agreement - The Agreement between the Owner and the Contractor as defined by the Contract Documents.

Contractor - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract.

Contract Amount - The stipulated sum to which the Owner agrees to pay the Contractor for performing the work described in the Contract Documents, as modified by Change Order.

Contract Documents - Individual documents which collectively comprise the Contract between the Owner and Contractor, including: 1) the Agreement between the Owner and Contractor, 2) Bid Documents including the invitation to bid, Instructions to bidders and Contractor bid package, 3) Drawings, Specifications, Plans prepared by the Engineer which describe the work to be performed, 4) addenda issued prior to execution of the Contract, 5) other documents listed in the Agreement, and 6) modifications issued after execution of the Contract, including: 1) written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

Contract Time - The period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the work. Contract Time is the time between the Date of Commencement identified in the Notice to Proceed issued by the Owner and the date established in the Agreement for Substantial Completion.

Date of Commencement - The date specified in the Notice to Proceed issued by the Owner specifying when the Contractor may begin work on the Project.

Day - As referenced in this Agreement "Day" includes all calendar days including weekends, holidays, and days of inclement weather.

Drawings & Plans - Graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the work generally including plans, elevations, sections, details, schedules and diagrams.

Final Acceptance - The Owner's final acceptance of the work performed by the Contractor as recognized by making final and complete payment for all work intended by the Contract Documents.

CITY OF FERNANDINA BEACH, FLORIDA
CONTRACT #22-05
BEACH ACCESS WALKOVER 6N

Invitation to Bid - A formal solicitation issued by the City of Fernandina Beach identifying the scope, terms, conditions, and specifications of goods and services procured from private contractors.

Non-Substantial Deviation - A change in the work or - deviation from the plans, specifications, or other Contract Documents which does not change the Contract Amount, Contract Time, or the intent of the Contract Documents.

Notice of Award of Contract - Written notice to the Contractor that his Bid has been accepted by the City Commission with the intent to enter into a Contract for the Construction of the Project.

Notice of Claim - A memorandum or letter presented to the Architect detailing a Claim for additional compensation. The memorandum or letter must be labeled "Notice of Claim" and specifically identify the conditions giving rise to the Claim and the amount of additional compensation being requested.

Notice to Proceed - A letter issued by the Owner officially communicating the date when the Contractor may begin work on the Project or a designated portion of the Project.

Owner - The City of Fernandina Beach, or the City of Fernandina Beach's authorized representatives.

Partial Occupancy or Substantial Completion of a Designated Portion - Declaration by the Owner that a designated portion of the work has been completed so that it is ready for occupancy by the Owner for its intended purpose.

Principal Portion of the Work - Work or equipment provided by a Subcontractor with which the Contractor has a direct Contract; and Sub-Subcontractors or other material or equipment providers as designated by the Architect or Project Manager.

Project - All physical improvements planned for a defined site. Work performed under the Contract Documents may comprise the whole work, or a part of the work planned for the Project Site.

Product Data - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.

Project Manual - A volume or volumes usually assembled to describe the work which may include bidding requirements, sample forms, the Contract, and specifications.

Project Manager - The City's authorized agent for communication with the Engineer and Contractor and making decisions on the City's behalf as provided in the Contract Documents.

Project Site - The physical location identified in the Contract Documents where work is to be accomplished.

Samples - Physical examples which illustrate the materials, equipment, workmanship, or application methods by which the work will be judged.

Schedule of Values - The amount of money and percentage of the Contract Amount attributable to various components or portions of the work, where prepared in such a form and supported by such data to substantiate its accuracy.

Shop Drawings - Drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the work in greater detail than is provided in the plans or specifications.

Specifications - That portion of the Contract Documents comprising written standards and requirements for materials, equipment, construction systems, and workmanship for the work, and performance of related systems.

Subcontractor - A person or entity who has a direct Contract with the Contractor to perform a portion of the work.

Substantial Completion - The stage of construction where the work or designated portion thereof is sufficiently complete so that the Owner can occupy or use the work for its intended purpose.

Substantial Deviation - A change in the work which deviates from the intent of the Contract Documents, Contract Amount, or Contract Time.

Superintendent - The Contractor's authorized representative on the Project Site.

Supplier - A person or entity who provides equipment, material, or other resources required by the Contractor or Subcontractors to perform the Work.

Work - The construction and services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor in fulfillment of obligations under the Contract. The work may constitute the whole Project or part of the Project.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2022-67
Facilities Use Agreement - 117th Air Control Squadron

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-67.

SYNOPSIS: The 117th Air Control Squadron, Georgia Air National Guard, has requested use of Airport property, depicted as Area 1 and Area 2 within the Exhibit to this agreement, from April 26 - May 13, 2022, for placement of equipment which will be utilized during this period for training of military personnel during the unit's annual field training exercise.

Airport operations will not be impacted through use of this property during the exercise. A fee of \$150.00 is proposed for use of this property, in addition to participation in an Airport foreign object debris walk where ANG members will walk along a specified Airport surface and assist in picking up debris which could potentially create safety hazards to Airport operations.

During its April 14, 2022 meeting, the Airport Advisory Commission (AAC) will review and provide a recommendation on this facility use agreement.

FISCAL IMPACT: The Airport Department will receive \$150.00 for use of Airport property described within the Facilities Use Agreement.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-67.

Nathan Coyle, Airport Director	4/4/2022
Pauline Testagrose, Comptroller	4/5/2022
Monica Benischeck, Administrative Services Manager	4/5/2022
Katie Newton, Legal Assistant	4/5/2022
Dale Martin, City Manager	4/8/2022
Tammi E. Bach, City Attorney	4/12/2022

A handwritten signature in blue ink, appearing to read 'N. Coyle', is written over a horizontal line.

Date: April 04, 2022

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2022-67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FACILITIES USE AGREEMENT WITH THE 117TH AIR CONTROL SQUADRON, GEORGIA AIR NATIONAL GUARD FOR USE OF AIRPORT PROPERTY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 117th Air Control Squadron of the Georgia Air National Guard has requested use of Airport property to participate in its annual field training event; and

WHEREAS, the Fernandina Beach Municipal Airport has proposed property for use by the 117th Air Control Squadron which would not impact routine Airport operations; and

WHEREAS, the Airport will receive \$150.00 for the proposed use of Airport property and will also utilize Air National Guard members to conduct an airport foreign object debris (FOD) walk on specified airport surfaces at no cost to the Airport.

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

SECTION 1. The City Commission hereby approves the Facilities Use Agreement between the 117th Air Control Squadron, Georgia Air National Guard and the City of Fernandina Beach, attached hereto as Exhibit 1.

SECTION 2. The City Clerk and City Manager are hereby authorized to execute the Facilities Use Agreement, upon review and approval of the City Attorney.

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

ADOPTED this 19th day of April, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 18th day of March 2022 by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and the 117th Air Control Squadron, Georgia Air National Guard whose address is P.O. Box 14160, Savannah, GA 31416 (herein called "USER").

WHEREAS, CITY owns, controls and operates that certain public facility known as the Fernandina Beach Municipal Airport (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY to conduct its Annual Field Training Event on airport property shown at Exhibit A (Area 1) to this agreement. USER shall have use of this property to place and utilize its equipment for training purposes on the dates specified below.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above during the period April 26, 2022 through May 13, 2022.
2. USER will set up and use the FACILITY on a continuous basis during this period in the grass field adjacent to Closed Runway 18/36 (between Rwy 9/27 and Twy C) titled as Area 1 of the property description at Exhibit A.
3. USER shall pay CITY the sum of \$150.00 for use of FACILITY during the period designated, payable with returning this signed AGREEMENT. USER shall participate in a foreign object debris (FOD) walk on an airport pavement surface with airport staff for not more than one hour during the time period described above.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes

claims made by the employees of USER against the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

- i. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.
- j. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
- k. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving USER 30 day-notice of such cancellation.
- l. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. USER will provide insurance on all their equipment being used in the FACILITY.
- m. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Sale and/or consumption of alcohol not allowed on Airport property unless properly permitted by the City.
- n. USER shall, at all times, enforce and follow current Centers for Disease Control and Prevention (CDC), local, State, and Federal COVID-19 policies and guidelines and physical distancing practices during execution of this event.

5. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above, unless terminated sooner.

6. The addresses for giving notices are as follows:

USER: 117th Air Control Squadron
P.O. Box 14160
Savannah, GA 31416

CITY: City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Attn: City Manager

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

USER: LINDQVIST.TABITHA.C
OLLETTE.1053971764

Digitally signed by
LINDQVIST.TABITHA.COLLETTE.
1053971764
Date: 2022.03.18 12:52:00 -04'00'

CITY OF FERNANDINA BEACH

By:
Tabitha Lindqvist
Its: Logistics Planner

By: _____
Dale L. Martin
Its: City Manager

101 _____
Employer ID #

By: _____
Caroline Best
Its: City Clerk

Approved as to Form and Legality:



Tammi E. Bach, City Attorney

Exhibit A – Property Use Description (Area 1)



Exhibit A – Property Description (Area 2)





DEPARTMENT OF THE AIR FORCE
117TH AIR CONTROL SQUADRON (ANG)
4320 NORTH PERIMETER ROAD
HUNTER AAF GA 31409-5802

17 March 2022

MEMORANDUM FOR CITY OF FERNANDINA BEACH, FLORIDA

FROM: 117th Air Control Squadron
P.O. Box 14160
Savannah Georgia 31416

SUBJECT: Self Insurance Statement

1. During the period of 26 April – 13 May 2022, the 117 ACS will perform Annual Field Training at the Fernandina Beach Municipal Airport, FL. The purpose of this letter is to provide you the necessary documentation establishing that the United States Military, including the Air National Guard, is a self-insured entity.
2. If at any time a member of the 117 ACS becomes injured or ill for any reason during the course of their military duties at the Fernandina Beach Airport, the United States Air Force and the Georgia Air National Guard will be responsible for all claims. The City of Fernandina Beach will be relieved of financial responsibility resulting in personnel injury or illness and equipment damage. The United States Air Force and Georgia Air National Guard will bear the responsibility to process and administer any such circumstances.
3. If you have any questions or concerns regarding the correspondence please contact Maj Stephen Carter at (912) 963-6103 or SMSgt Ray Horton at (912) 963-6105.

CARTER.STEPHEN
N.LEE.1080286682
Digitally signed by
CARTER.STEPHEN.LEE.1080286
682
Date: 2022.03.21 07:37:32 -04'00'
STEPHEN CARTER, MAJ, GA ANG
Deputy Director of Cyber Operations

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2022-68
Budget Transfer - Utilities Department

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-68.

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

Expenses associated with Project #22030, the new building in the Utilities department, were higher than anticipated. Additional funds are needed for the permit fees and electrical installation costs.

Staff recommends increasing the Utilities Department Building account, 460 56200, by \$10,000.00. The transfer will be made from the Utilities Department Operating Supplies account, 460 55200.

FISCAL IMPACT: Funds in the amount of \$10,000 are available to transfer from the Utilities Department Operating Supplies account, 460 55200, into the Utilities Department Building account, 460 56200.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-68.

Andre Desilet, Stormwater Manager	4/4/2022
Monica Benischeck, Administrative Services Manager	4/4/2022
Katie Newton, Legal Assistant	4/4/2022
Pauline Testagrose, Comptroller	4/5/2022
Dale Martin, City Manager	4/11/2022
Tammi E. Bach, City Attorney	4/12/2022



Date: March 31, 2022

Submitted By: Antoinette Brown, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2022-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A UTILITIES DEPARTMENT BUDGET TRANSFER FOR FISCAL YEAR 2021/2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopts and operates under a budget for the fiscal year. The City Charter requires that the City Commission approve any budget transfer over \$7,500; and

WHEREAS, expenses associated with Project #22030, for the new building in the Utilities Department, were higher than anticipated; and additional funds are needed for permit fees and electrical installation costs; and

WHEREAS, staff recommends amending the budget by increasing the Utilities Department Building account, 460 56200 by \$10,000. The transfer will be made from the Utilities Department Operating Supplies account, 460 55200.

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

SECTION 1. The City Commission hereby approves transferring \$10,000 to the Utilities Department Building account, 460 56200 from the Utilities Department Operating Supplies account, 460 55200.

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

ADOPTED this 19th day of April 2022.

ATTEST:

CITY OF FERNANDINA BEACH

CAROLINE BEST
City Clerk

MICHAEL A. LEDNOVICH
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2022-69
Authorization To Defend - Estate of Jarvis Sullivan

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-69.

SYNOPSIS: City Charter Section 31 requires that the prosecution and defense of litigation involving the City, by the City Attorney, be authorized by the City Commission. This Resolution authorizes the City Attorney to work with City claims administrator, Preferred Governmental Claim Solutions (PGCS), appear on behalf of if necessary, and defend the City in the matter of Lorraine Hutchinson Sullivan, as administrator of the Estate of Jarvis Sullivan v. City of Fernandina Beach, et al.

This matter involves the Mr. Sullivan's death in the course of a narcotics operation run by the Nassau County Sheriff's Office, which included members of the Fernandina Beach Police Department.

FISCAL IMPACT: The City carries general liability insurance with no deductible to have the insurance company (PGCS) provide defense for the City.

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-69.

Pauline Testagrose, Comptroller 4/1/2022

Dale Martin, City Manager 4/4/2022

Tammi E. Bach, City Attorney 4/12/2022

Date: April 01, 2022

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2022-69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO DEFEND THE CITY IN CERTAIN LITIGATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Charter Section 31 requires that the prosecution and defense of litigation involving the City, by the City Attorney, to be first authorized by the City Commission; and

WHEREAS, certain issues now face the City of Fernandina Beach, which require resolution in the Courts or administrative agencies of this State; and

WHEREAS, the City of Fernandina Beach carries general liability insurance and will pay no deductible to have the insurance company (PGCS) provide defense for the City.

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

SECTION 1. The City Commission hereby authorizes the City Attorney to work with City claims administrator, Preferred Governmental Claim Solutions (PGCS), appear on behalf of, if necessary, and defend the City of Fernandina Beach in the matter of Lorraine Hutchinson Sullivan, as administrator of the Estate of Jarvis Sullivan, v. City of Fernandina Beach, et al., Case No: 3-22-CV-00267, in the United States Middle District Court for the State of Florida.

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 19th day of April, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2022-70
Lease Agreement - Landmark Modernization Contractors

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-70.

SYNOPSIS: This request is for approval of an aeronautical ground lease agreement with Landmark Modernization Contractors, dba Landmark Construction ("Exhibit A"). Approval of this ground lease will allow the requester (LESSEE) to construct one box hangar, associated ramp and parking infrastructure for non-commercial aircraft storage.

The proposed use of this property is consistent with the Airport's Master Plan and Airport Layout Plan as reflected by the Airport Layout Plan Excerpt and Site Plan. The proposed site plan and ground lease were reviewed by the Fernandina Beach Airport Advisory Commission during its February 10, 2022, meeting, and the AAC unanimously recommended approval of the ground lease for construction of the proposed hangar. The proposed development has also been reviewed and approved by the City of Fernandina Beach Technical Review Committee (TRC), and a TRC Compliance Letter was issued on March 18, 2022.

FISCAL IMPACT: Approval of this agreement will initially increase Airport revenue by \$203.27 per month (\$2,439.20 annually), which will be deposited into Lease Payments - Land Lease account, 420 34971. An annual review of the Consumer Price Index (CPI) will be conducted to adjust the established base rate for the term of the agreement.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-70.

Nathan Coyle, Airport Director	3/23/2022
	3/23/2022
Monica Benischeck, Administrative Services Manager	3/24/2022
Pauline Testagrose, Comptroller	4/1/2022
Katie Newton, Legal Assistant	4/4/2022
Dale Martin, City Manager	4/4/2022
Tammi E. Bach, City Attorney	4/12/2022

Date: March 23, 2022

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2022-70

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT WITH LANDMARK MODERNIZATION CONTRACTORS FOR AN AERONAUTICAL GROUND LEASE AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fernandina Beach Municipal Airport is engaged in leasing ground to tenants for aeronautical use; and

WHEREAS, Landmark Modernization Contractors wishes to lease ground at the Fernandina Beach Municipal Airport, which property consists of approximately 12,196 square feet, for construction of single box hangar, aircraft parking apron, automobile parking and related infrastructure; and

WHEREAS, the City has published rates for the lease of ground at the Airport and allows for such use; and

WHEREAS, the proposed site plan and ground lease were reviewed by the Fernandina Beach Airport Advisory Commission during its February 10, 2022, meeting, and the AAC unanimously recommended approval of the ground lease for construction of the proposed hangar; and

WHEREAS, the parties have agreed to the rates and terms for a twenty-year ground lease with options for renewal beyond the initial term.

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

SECTION 1. The City Commission hereby approves the lease agreement with Landmark Modernization Contractors, attached hereto as Exhibit "1".

SECTION 2. The City Clerk and City Manager are hereby authorized to execute the Lease Agreement, upon review and approval of the City Attorney.

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

ADOPTED this 19th day of April, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

GROUND LEASE AGREEMENT
WITH LANDMARK MODERNIZATION CONTRACTORS FOR
PROPERTY LOCATED AT
FERNANDINA BEACH MUNICIPAL AIRPORT

This GROUND LEASE AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this 19th day of April, 2022, made by and between the **CITY OF FERNANDINA BEACH, FLORIDA**, a municipal corporation, whose address is 204 Ash Street, Fernandina Beach, Florida 32034 (hereinafter referred to as the "LESSOR" or "City,") and **LANDMARK MODERNIZATION CONTRACTORS, DBA LANDMARK CONSTRUCTION**, a for-profit corporation, with authority to do business in the State of California, its heirs, successors, and assigns (hereinafter referred to as the "LESSEE") whose address is 4312 Anthony Ct Ste B, Rocklin CA 95677.

WHEREAS, LESSOR owns, controls, and operates the Fernandina Beach Municipal Airport (hereinafter referred to as the "Airport"), in the City of Fernandina Beach, County of Nassau, and State of Florida; and

WHEREAS, LESSEE desires to lease certain real property from LESSOR at the LESSOR's municipal airport for aeronautical related activity; and

WHEREAS, LESSOR desires to make real property available to LESSEE at the Airport for the construction of a bulk hangar, ramp apron, auto parking, and related infrastructure for personal use and storage of aircraft; and

NOW THEREFORE, for and in consideration of the real property and the mutual agreements contained herein to be performed by the respective parties, the parties hereby agree as follows:

ARTICLE 1 – PROPERTY

1.1 Leased Premises. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the following real property identified and shown on Exhibit "A" Lease Area, attached hereto (hereinafter referred to as the "Premises"), together with the right of ingress and egress for vehicles and aircraft. The Premises is located within an area of Airport property designated the North area. The Premises shall be more specifically described in a legal description with sketch diagram to be furnished to the LESSOR by LESSEE in a form acceptable to the LESSOR and attached hereto as Exhibit "A."

1.2 Use of Premises. The LESSEE is authorized to conduct the following nonexclusive use at the Airport: All operations associated with the conduct of the LESSEE's flight operations including, but not limited, to general aircraft storage and other non-commercial related aviation operations to include minor maintenance and repairs on LESSEE's aircraft. All LESSEE operations shall comply with all federal, state, and local rules, regulations, and ordinances.

1.3 Nonexclusive Rights. It is not the intention of the Agreement to grant to LESSEE the exclusive right to provide any or all of the services described in the Agreement at any time during the term of the Agreement. LESSOR herein reserves the right, at its sole discretion, to grant similar rights and privileges upon the Airport which are identical in part or in whole to those granted to LESSEE.

1.4 Development of Premises. LESSEE is hereby granted the nonexclusive privilege to engage

in, and LESSEE agrees to engage in, the construction and to maintain a bulk hangar, ramp apron, auto parking, and related infrastructure on the Premises for personal use as may be approved by LESSOR, built or provided for in accordance with plans and specifications contained in the Architecture and Building Design Standards for Development on the Airport as may be amended from time to time and as approved by LESSOR; comply with height and obstruction requirements under Federal Aviation Regulations Part 77; and other approvals required for other aviation or aeronautical activities and services necessary or incidental thereto. If construction on the Premises has not begun within one (1) year of the date of the Agreement, and completed within two (2) years of the beginning of construction, the Agreement may be terminated by the LESSOR with thirty (30) days written notice to LESSEE. The parties agree that LESSEE shall not engage in any business or activity on the Premises other than that specified herein. Included as part of the LESSEE's Premises are:

a. One (1) 70' x 50' box hangar and other improvements on the Premises, including as required personal and/or office space, for the purpose of providing aircraft storage to aircraft owned or leased by the LESSEE and for no other purpose unless approved by the LESSOR in writing..

b. Vehicle parking, as may be required by City code, shall be installed and maintained by the LESSEE to allow the loading, unloading, and parking of vehicles having business on the Premises.

c. All improvements, including the design thereof, on the Premises must be approved by the LESSOR prior to installation or construction. The LESSEE is responsible for applying for and obtaining all necessary construction permits and licenses required by local, state, and federal laws and regulations.

d. The LESSEE shall construct an aircraft ramp apron on the Premises as designated by the LESSOR, for the purpose of aircraft access to the LESSEE's bulk hangar facility. No structures or fixtures will be allowed on the ramp apron except for apron lighting. Any and all roads, taxi lanes, and ramp aprons shall be constructed to adequately permit aircraft and vehicles access to the Premises. Pavement construction shall be of equal or greater strength than that of the existing airport taxi lanes/taxiways/ramp aprons/roads to which it shall abut. The design and construction are subject to review and approval by the LESSOR's Engineer or designee.

e. Suitable pavement markings and lighting shall be installed and maintained by the LESSEE to provide for the orderly and safe movement of aircraft and vehicles on the Premises. Any lighting of the Premises must be approved by the LESSOR prior to installation, and not interfere with flight operations at the Airport.

f. All improvements shall be constructed, graded, and drained so as to direct all storm water which may fall and/or flow on the Premises into approved disposal devices. The LESSEE shall not contribute to storm water contamination and will take such steps and measures as are necessary to comply with the Airport's Storm Water Pollution Prevention Plan and all federal, state, and local regulations governing storm water discharge. LESSEE will not permit any action on the Premises that has an adverse effect, or interferes, with the proper function of any drainage system, sanitary sewer system, or any facility provided for the operation, or protection of Airport, or its surrounding areas, and will not pollute such in any way.

g. Any landscaping installed on the Premises is subject to approval by the LESSOR and shall be installed and maintained by the LESSEE.

ARTICLE 2 – TERM

2.1 Term. The term of the Agreement shall be for a period of twenty (20) years, commencing on the first day of the first month following the execution of the Agreement by both parties, and continuing

for said term, unless earlier termination under the provisions of the Agreement.

2.2 Conditions of Term. Provided the LESSEE is not in default of any terms and conditions of this Agreement, upon expiration of the initial Twenty (20) year term, the LESSEE shall have the right to extend the Lease for an additional Ten (10) year term on the same terms and conditions contained herein. Furthermore, if the LESSEE is not in default of any terms and conditions of this Agreement, the LESSEE may request to extend this Agreement for an additional Ten (10) years. This renewal option shall be based on a renegotiation and mutual agreement of both parties. Such written notice must be given a minimum of 120 days and no more than 270 days before the end of each term. All options for extension of this Agreement term shall be subject to performance standards noted below and accompanying continued capital investment toward improvements and repair. Such performance standards include:

a. At the seven (7) year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe, and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, fencing, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the eight (8) year anniversary date. If identified repairs are not corrected then LESSEE will be billed at 115% of cost for LESSOR to complete.

b. At the fourteen (14) year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe, and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, fencing, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the fifteen (15) year anniversary date. If identified repairs are not corrected then LESSEE will be billed at 115% of cost for LESSOR to complete.

c. At the nineteen (19) year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe, and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, fencing, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the twenty (20) year anniversary date. If identified repairs are not corrected then LESSEE will be billed at 115% of cost for LESSOR to complete.

d. With satisfactory performance during the term of the Agreement the LESSEE may request in writing from the LESSOR extension of Agreement beyond the initial twenty (20) year term as provided above.

e. At the twenty-four (24) year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe, and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, fencing, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the twenty-five (25) year anniversary date. If identified repairs are not corrected then LESSEE will be billed at 115% of cost for LESSOR to complete.

f. At the twenty-nine (29) year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe, and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, fencing, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the thirty (30) year anniversary date. If identified repairs are not corrected then LESSEE will be billed at 115% of cost for LESSOR to complete.

ARTICLE 3 – RENT

3.1 Rent Computation. In consideration of the rights and privileges granted by the Agreement, LESSEE agrees to pay LESSOR the following ground rent from the date of commencement of the Agreement as noted in Article 2.1. All payments shall be due and payable without notice on or before the first day of each month.

a. Rent for the use of real property on Airport property based on a total ground lease area of 12,196 square feet; at a lease rate of \$0.20 cents per square foot per year. Initial annual ground rent shall be \$2,439.20.

b. The annual ground rent shall be converted to equal monthly payments to be made at the rate of **\$203.27** per month, which also is subject to applicable sales tax (currently 6.5 percent) **\$13.21** for a total of **\$216.48** per month.

c. The ground rent shall be reviewed each year by the LESSOR and ground rent, plus all applicable taxes, shall be adjusted so as to maintain a fair rent rate based on change in the Consumer Price Index (CPI) – All Urban Consumers South Urban Region – All Items (base year 1982-84=100), as published by the United States Department of Labor – Bureau of Labor Statistics, an appraisal, market rent study, or other method designated by LESSOR. Such CPI change will be computed each year after the completion of the month of July and any change will be implemented and effective with the October rent payment of each year. An appraisal, market rent study, or alternative method as designated by the LESSOR may be substituted periodically for the CPI adjustment, and shall be at least four years apart, and any such adjustment will also be implemented in October of the applicable year. In no event, however, shall the ground rent be less than the previous year's rent amount. The LESSOR shall be solely responsible for the payment of all applicable ad valorem property taxes.

3.2 Place of Payment. All payments due LESSOR from LESSEE shall be made payable to the City of Fernandina Beach and mailed to P.O. Box 16115, Fernandina Beach, Florida 32035 or delivered to 1180 South 5th St. Extension, Fernandina Beach, Florida 32034.

3.3 Delinquency Charge. Any payments received after the tenth (10th) day of the month are subject to a delinquency charge of one and one-half percent (1½%) per month beginning with the eleventh (11th) day after payment is due.

ARTICLE 4 – LESSEE RIGHTS AND OBLIGATIONS

4.1 Payments. LESSEE shall meet and pay all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including all taxes, ad valorem taxes, permit fees, impact fees, license fees, and assessments lawfully levied or assessed upon the Premises or property situated hereon, as well as any and all utilities used or consumed by LESSEE on the Premises, including, but not limited to, water, gas, electricity, sewer, telephone, security systems, janitorial, and refuse services.

4.2 Agreement to Pay Taxes and Obligations. LESSEE shall pay all lawful taxes and assessments, applicable fees, debts, and obligations of every kind or nature which, during the term hereof, may become a lien upon or which may be levied by the state, county, city, or any other tax levying body, upon any taxable interest of the LESSEE acquired in the Agreement or any taxable possessory right which LESSEE may have in or to the Premises or facilities hereby leased or the improvements thereon, or on the LESSOR'S fee simple interest therein, by reason of its use or occupancy thereof, or otherwise, as well as all taxes or taxable property, real or personal, owned by LESSEE in and about said Premises, whether said taxes are assessed in the name of LESSEE or LESSOR.

4.3 Premises Maintenance, Repair, and Upkeep. No hazardous or flammable materials shall be stored within or about the Premises unless stored within an Environment Protection Agency (EPA), National Fire Protection Association (NFPA), or local Fire Marshal approved container/cabinet. No boxes, crates, rubbish, paper, or other litter that could cause or support combustion shall be permitted to accumulate within or about the Premises. LESSEE shall not commit, nor allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the Premises to be used for any unlawful purpose or unsafe purpose. The LESSEE shall, at its sole cost and expense, maintain and keep the Premises and all structures upon the Premises to include structural, roofs, and hangar doors as well as all improvements thereon including lighting, electrical, landscaping, drainage, signage, fencing, auto parking areas, and aircraft parking ramp apron including all pavement and striping, in good condition and make all repairs, both interior and exterior, necessary to keep and maintain the Premises, including all improvements thereon in good condition so as to present an attractive appearance in conformity with other Airport facilities. The Premises and all buildings, improvements, and property thereon must be maintained in a safe, clean, and sanitary condition. The LESSOR shall require maintenance and needed repairs to be made by LESSEE in a timely manner. LESSEE obligation shall include maintaining irrigation system (if installed), mowing and trimming, and keeping the same in clean, neat, and orderly condition and in good repair at its sole cost and expense.

4.4 Damage to Property. LESSEE shall be responsible for all damage to property, real or personal, located on, in, or about the hangar, aircraft parking apron, vehicle parking area, or public use areas damaged as a result of the LESSEE's negligence, misuse, or abuse.

4.5 Use of Airport. The reasonable use by LESSEE, its employees, passengers, guests, patrons, and invitees, in common with other duly authorized users of Airport and the appurtenants together with all other facilities and improvements which have been or may hereafter be provided for common or public use in connection with Airport.

4.6 Airport Security. LESSEE has obligation to operate upon the Airport and its Premises to not undermine the security of the Airport. If the Premises adjoins the Airport perimeter fence-line, LESSEE shall install and maintain adequate fences and gates to control unauthorized access on to the Airport. LESSEE shall provide to the Airport Manager a security plan at least once annually.

4.7 Commercial Activity. LESSEE is only permitted to conduct activities as described in Article 1. LESSEE shall not conduct commercial aeronautical activity of any kind, whatsoever in, from, or around the hangar. However, aviation related commercial aeronautical activity may be permitted in the future upon written approval from the LESSOR and LESSEE obtaining necessary permits as may be required. Any commercial aeronautical activity shall comply with the Airport Minimum Standards for Commercial Aeronautical Activities. LESSEE hereby agrees to conduct any business operation in compliance with the contents of the Airport's Minimum Operating Standards for Commercial Aeronautical Activities (hereafter referred to as the "Minimum Standards"), attached hereto as Exhibit "D", as currently approved or as may be amended from time to time. Compliance with the Minimum Standards is an integral part of the Agreement. Should the Minimum Standards be updated and any

requirement become more restrictive than current Minimum Standards the LESSEE shall have eighteen (18) months from date of adoption to meet the revised Minimum Standards unless waived in writing by the LESSOR. Once updated, those Minimum Standards shall become a part of the Agreement.

4.8 Access. LESSEE, its employees, patrons, invitees, suppliers, agents, and contractors shall have at all times the right of ingress to and egress from the Premises but this right does not relieve those named persons, firms, or corporations from the obligation to observe and obey all rules, regulations, or laws that may then currently be in effect in the operation of the Airport. To ensure this right the LESSOR shall make all reasonable efforts to keep adjacent areas to the Premises free and clear of all hazards and obstructions, natural and manmade.

4.9 Signs. During the term of the Agreement, LESSEE shall have the right, at its sole cost and expense, to place on or at the Premises, a sign or signs identifying LESSEE. Said sign or signs shall be of a size, shape, and design, and at a location or locations, approved by LESSOR and shall conform to the City's sign code. LESSEE shall be responsible for all permits. Notwithstanding any other provision of the Agreement, said sign(s) shall remain the property of LESSEE. LESSEE shall remove, at its expense, all lettering, signs, and placards so erected on the Premises at the expiration of the term of the Agreement.

4.10 Work on Airport. It is clearly understood by the LESSEE that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own or leased aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. However, City building code requirements and governmental regulations must be met for the type of work being conducted (examples – painting of aircraft or heavy maintenance of aircraft).

4.11 Leasehold Improvements. The following pertains to leasehold improvements made by LESSEE on the Premises:

a. LESSEE agrees to submit to LESSOR, for approval, detailed plans and specifications for any structural change, alteration, addition, improvement, or removal from or to the Premises. LESSOR shall approve the plans and specifications as submitted, or transmit proposed revisions to LESSEE within sixty (60) days of receipt of the plans and specifications from LESSEE. In the event that LESSOR requires revisions of the original plans and specifications, LESSEE shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for LESSOR's approval. This initial review shall not constitute review for the purposes of obtaining City permits. LESSEE shall be required to obtain all permits from governmental agencies as may be required, including the City, and shall be solely responsible for all costs relating to permitting the proposed improvements.

b. Any such improvements made by LESSEE shall remain the property of the LESSEE until the expiration of the Agreement and any extensions or renewals thereof, and which shall remain on the Premises until the expiration or termination of the Agreement, at which time such improvements shall become the property of LESSOR. LESSEE shall at all times maintain all improvements constructed on the property in good condition. Upon expiration or termination of the Agreement, the LESSEE shall execute any and all documentation necessary to transfer clear title to the leasehold improvements, free of any lien or encumbrance, to LESSOR.

c. LESSEE shall not permit any mechanic's or other liens to be placed upon the Premises, at any time, except that LESSEE shall be permitted to mortgage its leasehold improvements to be constructed on the Premises by LESSEE. LESSOR shall not be required to subordinate its interest to such Leasehold Mortgage. All documentation regarding any leasehold mortgage must be reviewed

and approved by the LESSOR prior to finalization of documents, to assure that no interest of the LESSOR is included in the documentation.

d. LESSEE shall provide payment and performance bonds in amounts and form as approved by LESSOR, prior to commencement of construction.

e. Within sixty (60) days of completion of construction, erection, or any alteration of any improvements by the LESSEE, the LESSEE shall provide to the LESSOR a complete set without charge of "as-built" plans and drawings.

4.12 Further Capital Improvement. LESSEE is granted right to make further capital improvement on the Premises within the scope of the Agreement at its sole cost and expense and with LESSOR's approval. In the event that any capital improvement, permanent improvement, fixture, new construction, or the like is proposed or made by LESSEE that requires a new paved surface for aircraft or automobile ingress or egress, including any associated new taxiway, taxi lane, or aircraft parking apron, or automobile parking lot, then LESSEE shall, at its sole cost and expense, install and maintain any such new private use paved surfaces during the term of the Agreement including providing for drainage requirements. Any such further capital improvements shall become the property of LESSOR at the expiration or termination of this Agreement in accordance with Article 4.12b above.

4.13 Appurtenant Privileges. LESSEE shall be entitled, in common with others so authorized, to the nonexclusive use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including but not limited to, the use of rights-of-way, common area utilities, landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by LESSOR.

4.14 Airport Protection by LESSEE. LESSEE expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the Rented Premises to such a height so as to comply with City Building Code and Federal Aviation Regulations Part 77 and to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

4.15 Property Rights Reserved. This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Fernandina Beach Municipal Airport.

4.16 Compliance with Applicable Laws, Rules, and Regulations. Notwithstanding other requirements contained herein, the LESSEE at its sole cost and expense, hereby agrees to and shall comply with all applicable laws, ordinances, rules, and regulations established by federal, state, local government agency, and by the City, as they may be amended from time to time, and conduct its operations in accordance with all applicable regulations pertaining to airports, including Airport Rules and Regulations, attached hereto as Exhibit "E", promulgated by the LESSOR governing safe and efficient operation of Fernandina Beach Municipal Airport. The LESSOR may, from time to time, modify and/or update the Rules and Regulations. LESSOR will provide LESSEE with a copy of the updated Rules and Regulations, and once updated or revised, those Rules and Regulations shall become a part of the Agreement. The LESSOR and LESSEE agree that any violation of any of the

conditions of the Agreement or any violations of the Airport's Rules and Regulations shall be sufficient cause for termination of the Agreement and eviction of LESSEE from said Premises, in accordance with Article 7 herein.

4.17 Compliance with Environmental Law, Rules, and Regulations. LESSEE expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state, and local laws, ordinances, rules, and regulations protecting the environment. Any cost or expense to remain or to be compliant with applicable environmental rules and regulations shall be the responsibility of the LESSEE. LESSEE agrees to keep informed of future changes in the existing environmental laws.

4.18 Hazardous Materials and Toxic Waste. LESSEE shall not cause or permit to occur:

a. Any violation of any federal, state, or local law, ordinance, or regulation now or later enacted, related to environmental conditions on, under, or about the Premises, or arising from LESSEE'S use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

b. The use, generation, release, manufacture, refining, production, processing, or disposal of any hazardous substance on, under, over, or about the Premises.

c. LESSEE shall, at its sole and exclusive expense, comply with all laws and regulations regulating the storage or transportation of hazardous substances relating to the Premises, and shall further make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities under applicable federal, state, and local laws and regulations; and the LESSOR is to be immediately notified by LESSEE of any claim or allegation of non-compliance herewith.

d. If any authority demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of hazardous substances that occurs during the term hereof, or any renewals hereof, at, or from the Premises, or which arises from LESSEE's use or occupancy of the Premises, then LESSEE shall, at LESSEE's expense, prepare and submit the required plans and all related bonds and other required financial assurances; and LESSEE shall carry out all work required by such clean-up plans at its sole and exclusive expense.

ARTICLE 5 – LESSOR RIGHTS AND OBLIGATIONS

5.1 Operation as a Public Airport. LESSOR covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by City to the U.S. Government under the Federal Airport Act.

5.2 Maintenance of Airport Facilities. LESSOR shall operate, maintain, manage, and control Airport in an efficient, economical, and businesslike manner. Such operation, maintenance, management, and control shall substantially comply with all pertinent requirements of the Federal Aviation Administration, or its successor in duties related thereto, and shall include the adequate and proper operation and maintenance of the public land, runways, taxiways, navigation aids, non-leasehold lighting, non-leasehold roads, non-leasehold parking areas, and all other public facilities and appurtenances within the boundaries of Airport. LESSOR shall maintain all public and common joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements, or additions thereto, as in its opinion, are required and necessary for the safe and efficient operation of the Airport.

5.3 Inspection. LESSOR shall have the right to enter upon the Premises at any time, however, normally during regular business hours to inspect the Premises for compliance with the terms and

conditions of the Agreement and federal, state, and local laws and regulations. In case of emergencies, the LESSOR shall have the right to immediately enter the Premises.

5.4 Aerial Approaches. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction and interference, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, which in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

5.5 Protection Clause. The LESSOR reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport. The LESSOR also reserves unto itself, its successors, and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

5.6 Further Airport Development. LESSOR reserves the right to further develop or improve the remaining area of the Airport as it sees fit, regardless of the desires or view of the LESSEE, and without interference or hindrance. LESSOR also reserves the right to reduce or otherwise adjust the area included in the Premises for construction of Airport development projects. If the rent is based on the Premises, then the rent shall be reduced in proportion to the reduction of the total leased area.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 Insurance. LESSEE shall obtain and maintain continuously in effect at all times during the term of the Agreement, at LESSEE's sole expense, the following insurance:

a. Comprehensive General Liability insurance with a Combined Single Limit (CSL) of not less than One Million (\$1,000,000) Dollars per occurrence protecting LESSOR against any and all liability by reason of LESSEE's conduct incident to the use of the Premises or resulting from any accident occurring on or about the roads, driveways, or other public places on the Airport, including the runways and taxiways, used by LESSEE at Airport, caused by or arising out of any negligent or wrongful act or omission of LESSEE, its agents, employees, contractors, or subcontractors.

b. Property damage insurance covering direct physical loss due to perils of fire, windstorm and extended perils for full replacement value for all facilities leased or provided by the LESSEE.

c. LESSEE agrees that, should it desire to lease space for aircraft storage, LESSEE shall obtain Hangar Keepers Liability insurance with a Combined Single Limit (CSL) of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence, protecting LESSOR against any and all liability by reason of LESSEE'S conduct incident to the use of the Premise for aircraft storage, ground handling, and storage of others, caused by or arising out of any negligent or wrongful act or omission of LESSEE, its agents, employees, contractors, or subcontractors.

d. All insurance requirements specified herein shall name LESSOR by written endorsement as an additional insured with instructions that the insurance carrier will notify LESSOR if the LESSEE defaults on premium payments, and shall require that the insurance carrier notify LESSOR thirty (30) days prior to any event leading to the material modification or cancellation of the policy. The additional insured status of the LESSOR must be primary and non-contributory. Waiver of Subrogation in favor of the LESSOR is to be included.

e. LESSEE shall furnish LESSOR copies of all insurance policies or certificates evidencing the existence and amounts of such insurance as required under the Agreement and under the Airport Minimum Standards for all activities provided by LESSEE. Such certificates are attached hereto as Exhibit "C", Liability Insurance Certificates. Copies of said certificates of insurance shall be provided to LESSOR with each annual renewal and at least ten (10) days prior to the expiration thereof for each activity offered by LESSEE.

f. Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Business Auto Liability, and Excess Liability to include the City of Fernandina Beach as Additional Insured. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

g. Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability and Auto Liability to include a Waiver of Subrogation clause in favor of the City of Fernandina Beach.

h. All Certificates of Insurance shall be dated and shall show the name of the insured LESSEE, the name of the insurer, the policy number, its effective date and its termination date, and a list of any exclusionary endorsements.

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

j. It is the responsibility of LESSEE to keep required insurance in effect and provide such evidence to the LESSOR. Failure to provide proof of insurance at any time, to the satisfaction of the LESSOR, shall be grounds for termination of the Agreement.

6.2 Indemnification.

a. LESSEE for itself and on behalf of its officers, agents, employees, assigns, and contractors, does agree to assume liability for and indemnify, hold harmless, and defend the LESSOR, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of LESSEE, its officers, employees, agents, and representatives. LESSEE'S liability hereunder shall include all attorney's fees and costs incurred by the LESSOR in the enforcement of this indemnification provision. This includes claims made by the employees of LESSEE against the LESSOR, and LESSEE hereby waives its entitlement, if any, to immunity under Sections 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under the Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the LESSOR may have under the doctrine of sovereign immunity of Section 768.28 Florida Statutes.

b. To the extent permitted by Florida law, LESSOR for itself and on behalf of its mayor, commissioners, officers, employees, agents, attorneys and representatives, does agree to assume liability for and indemnify, hold harmless, and defend the LESSEE, its officers, agents, employees, assigns, and contractors, from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable

relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of LESSOR, its mayor, commissioners, officers, employees, agents, attorneys and representatives. LESSOR'S liability hereunder shall include all attorney's fees and costs incurred by the LESSEE in the enforcement of this indemnification provision. This includes claims made by the employees of LESSOR against the LESSEE, and LESSOR hereby waives its entitlement, if any, to immunity under Sections 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under the Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the LESSOR may have under the doctrine of sovereign immunity of Section 768.28 Florida Statutes.

6.3 Indemnification for Toxic Wastes. LESSEE, for itself and on behalf of its officers, agents, employees, assigns, and contractors, does agree to assume liability for and indemnify, hold harmless, and defend the LESSOR, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against loss, damage, cost, or assessment which may result from or in any manner be related to the deposit, spill, discharge, or other release, and or the presence, use, distribution, or disposition of any toxic substance, chemical, metal, petroleum product, or hazardous or toxic waste, or any other substance or derivative. This provision shall survive the expiration of the Agreement. This shall not apply to conditions which pre-exist the date of the Agreement.

ARTICLE 7 – TERMINATION

7.1 Termination. The Agreement shall be subject to termination by either party in the event of any one or more of the following:

- a. The abandonment of the Airport as an Airport or airfield.
- b. Any default by LESSEE in the payment of the whole or any part of any rent or other payments such as property-imposed taxes, assessment, applicable fees and charges, or other governmental imposition required for a period of ninety (90) days after the time such payments become due.
- c. The default by either party in the performance of any of the terms, covenants, and conditions of the Agreement (except rental payments), and the failure of such defaulting party to remedy or to undertake to remedy to the other party's satisfaction such default for a period of ten (10) days after receipt of written notice from the non-defaulting party to the defaulting party to remedy same. This includes the failure of the LESSEE to complete the proposed improvements within the time frames as set forth herein.
- d. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the LESSEE'S operation or business.
- e. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part thereof, in such a manner as to restrict substantially LESSEE from conducting its business operation for a period in excess of ninety (90) days.
- f. LESSOR shall be entitled to terminate the Agreement if LESSEE becomes insolvent, is convicted of a felony, upon the filing of a petition by or against LESSEE under the Bankruptcy Act or any amendment thereto, including a reorganization plan, a general or other assignment for the benefit of creditors, adjudication as a bankrupt, any levy against the leasehold interest of the LESSEE, or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

g. LESSOR shall be entitled to terminate the Agreement upon the conviction of LESSEE or any of LESSEE's officers, managers, or employees of any crime involving moral turpitude and relating to the Agreement of LESSEE's operations hereunder.

h. LESSEE shall have the right at any time to terminate the Agreement and its obligations hereunder, by providing sixty (60) days written notice to LESSOR and by conveying to LESSOR the title to the improvements constructed on the Premises, free and clear of any lien or encumbrance, provided that LESSEE has properly maintained said property and it is in as good condition as when originally constructed, ordinary wear and tear excepted, and provided, further, that the obligations regarding accumulated rent and indemnification shall specifically survive.

7.2 Attorney Fees. In the event of a default as defined herein, or if an action for termination needs to be instituted pursuant to this article, LESSEE shall pay to the LESSOR all reasonable attorney's fees and costs incurred by the LESSOR in the enforcement of the Agreement.

7.3 Re-Entry. It is further understood and agreed between the parties hereto that in the event of any breach of any covenant or agreement on the part of the LESSEE to be performed and provided, that if such breach is not remedied by the LESSEE after reasonable notice in writing to it by the LESSOR, the LESSOR may re-enter and terminate this tenancy by giving the LESSEE thirty (30) days written notice, to quit the Premises. LESSOR shall at all times be entitled to recover by all lawful means any and all damages, including reasonable attorney's fees and costs, sustained by it through the breach of any said covenants and agreements on part of the LESSEE to be performed.

7.4 Obligation Upon Termination. Upon termination of the Agreement or occurrence of a termination event, all obligations of either party hereunder to the other shall cease and terminate, except as specifically provided herein, and the LESSEE agrees it shall immediately quit, surrender, and return peaceable and quiet possession of the Premises, including all improvements, to the LESSOR in as good order and condition as existed at the time of the initial occupancy and only reasonable wear and tear being accepted. LESSEE shall have the right at any time during said term, or any renewal, or extension thereof; to remove its trade fixtures and equipment situated on the Premises which were installed, or placed by it, at its expense, in, on, or about the Premises, subject, to any valid lien which LESSOR may have thereon for unpaid rents, fees, taxes, or charges. All moveable personal property shall be removed by the LESSEE on or before the expiration of the Agreement term and all property not so removed shall be deemed abandoned by the LESSEE.

7.4 Continuing Obligation. LESSEE'S obligations under Article 4.18 and Article 7 of the Agreement shall survive the expiration or termination of the Agreement or any renewal thereof.

ARTICLE 8 – NOTICE

8.1 Any notice given by one party to the other in connection with the Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, addresses as follows:

If to LESSOR, address to: City Manager
 City of Fernandina Beach
 204 Ash Street
 Fernandina Beach, FL 32034

With a copy to Airport Manager, address to: Airport Manager
 Fernandina Beach Municipal Airport
 700 Airport Road
 Fernandina Beach, FL 32034

If to LESSEE, address to: Mr. Joe Bittaker
6810 White Lane
Loomis CA 95650

8.2 Notices will be deemed to have been received on the date of receipt as shown on the return receipt.

8.3 LESSEE Contact Telephone Number: **916-768-8227**

8.4 It shall be the LESSEE's responsibility to keep the address and telephone number contained in the Agreement up to date and accurate.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Assignment or Sublease. The Agreement, or any part thereof, may not be assigned, transferred, or subleased by LESSEE, by process or operation of law or in any other manner whatsoever, without the prior written consent of LESSOR. Prior to issuing any written consent, LESSOR may demand such information it may require to adequately judge whether the proposed assignee, transferee, or sub-lessee can adequately perform the duties of the LESSEE under the Agreement.

9.2 Independent Contractor. In its use of the Premises, LESSEE acts as an independent contractor and not as an agent of LESSOR. The selection, retention, assignment, direction, and payment of LESSEE'S employees shall be the sole responsibility of LESSEE, and LESSOR shall not attempt to exercise any control over the daily performance of duties of LESSEE'S employees.

9.3 Subordination. The Agreement shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

9.4 Entire Agreement. The Agreement constitutes the entire agreement and understanding between the parties, and as of its effective date supersedes all prior or independent contracts or agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

9.5 Headings. Article titles and paragraph titles of the Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, augment, or describe the scope, content, or intent of any provision of the Agreement.

9.6 Severability. If any substantive provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction and such declaration results in a substantial failure of consideration for either party, the entire Agreement shall be subject to termination by such party. Otherwise, such declaration shall not be cause for termination of the Agreement, but only such void or illegal provision shall be canceled or deemed to be of no effect.

9.7 Force Majeure. Neither LESSOR, nor LESSEE, shall be deemed to be in violation to the Agreement if either is prevented from performing any of its obligations hereunder by reasons of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, acts of

sabotage, or any other circumstances for which it is not responsible, or which are not under its control, provided; however, that this section does not apply to failure by LESSEE to pay the rentals, fees, taxes, and charges set forth herein. In any such case a prompt written notice shall be given to the other party of the existence of such causes and of readiness to resume performance upon the removal, or non-existence thereof.

9.8 Governing Law, Venue and Attorney's Fees. The Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any state law action brought hereunder shall be Nassau County, Florida. Venue for any federal action brought hereunder shall be the U.S. District Court, Middle District of Florida, Jacksonville Division. In the event of any litigation between the parties regarding the breach and/or enforcement of the Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including at the appellate court level, from the non-prevailing party as determined by a court of competent jurisdiction.

9.9 Non-Waiver. The failure of the LESSOR to insist upon strict performance of any of the terms, conditions, or covenants herein set forth shall not be deemed a waiver of any rights or remedies that it may have and shall not be deemed a waiver of any breach or default by the LESSEE of the terms, conditions, or covenants contained herein.

9.10 Successors Bound. The Agreement shall be binding on and shall insure to benefit of the heirs, legal representatives, and successors of the parties hereto.

9.11 National Emergency. During the time of war or national emergency, the LESSOR shall have the right to lease the landing area or all or any part of the Premises upon demand to the United States Government, and if any such agreement is executed, the provisions of the Agreement with the LESSEE herein, and all obligations of LESSEE to make the payments as required herein, shall be suspended for the length of time that the United States Government requires the use of the said landing area and/or Premises. This period of time during which the Agreement is so suspended will not count against the time provisions of the then existing Agreement.

9.12 Non-Discrimination. Notwithstanding any other inconsistent provision of the Agreement, during the performance of the Agreement, LESSEE, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for the Agreement, does hereby covenant and agree, as a covenant running with the land, that:

a. No person on the grounds of race, color, religion, gender, handicap, or national origin shall be excluded from participating in, denied the benefits of, or otherwise be subjected to discrimination, in the use of the Premises.

b. In the furnishing of services on, over, or under the Premises, no person on the grounds of race, color, religion, gender, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

c. LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said regulations may be amended.

9.13 Radon Gas Notice. Pursuant to Florida Statutes Section 404.056(8), LESSOR hereby makes, and LESSEE hereby acknowledges, the following notification:

a. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated

federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

b. LESSOR makes no representation or warranty with respect to the presence or absence of radon on the Premises, and LESSEE shall undertake such inspection or testing as it deems necessary or convenient to assure itself as to the presence or absence of radon.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF FERNANDINA BEACH, FL

LANDMARK CONSTRUCTION

By: Dale L. Martin
Its: City Manager



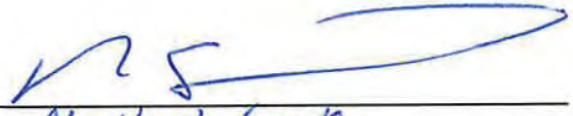
By: Joe Bittaker
Its: Managing Member

jbittaker@landmarkconst.net
Email Address

ATTEST:

ATTEST:

By: Caroline Best
Its: City Clerk



By: Nathan Coyle
Its:

APPROVED AS TO FORM AND LEGALITY:



By: Tammi E. Bach
Its: City Attorney

Attachments

Exhibit "A" Lease Area — Legal Description of LESSEE'S Property and Sketch or Drawing of Description

Exhibit "B" Liability Insurance Certificate(s) as required under this lease and/or applicable Minimum Standards for Commercial Aeronautical Activities (Note: This certificate shall show that the City has been named by written endorsement as an additional insured on all policies).

Exhibit "C" Minimum Standards for Commercial Aeronautical Activities

Exhibit "D" Airport Rules and Regulations

MANZIE & DRAKE LAND SURVEYINGLEGAL DESCRIPTION

FERNANDINA BEACH MUNICIPAL AIRPORT
PROPOSED GROUND LEASE
JANUARY 21, 2022

A PORTION OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT NATIONAL GEODETIC SURVEY CONTROL STATION "FERNPORT"; THENCE NORTH $36^{\circ}38'24''$ EAST, ALONG A GRID BEARING, A DISTANCE OF 2,394.00 FEET TO NATIONAL GEODETIC SURVEY CONTROL STATION "FERNPORT AZIMUTH MARK"; THENCE NORTH $29^{\circ}38'24''$ WEST A DISTANCE OF 1,313.25 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH $07^{\circ}54'09''$ EAST, A DISTANCE OF 64.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $88^{\circ}44'02''$, AN ARC DISTANCE OF 38.72 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH $36^{\circ}27'52''$ WEST, A DISTANCE OF 34.96 FEET; THENCE SOUTH $80^{\circ}49'53''$ WEST, A DISTANCE OF 123.80 FEET; THENCE NORTH $09^{\circ}10'07''$ WEST, A DISTANCE OF 31.97 FEET; THENCE NORTH $80^{\circ}49'53''$ EAST, A DISTANCE OF 7.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 15.71 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH $35^{\circ}49'53''$ EAST, A DISTANCE OF 14.14 FEET; THENCE NORTH $09^{\circ}10'07''$ WEST, A DISTANCE OF 46.57 FEET; THENCE NORTH $80^{\circ}49'53''$ EAST, A DISTANCE OF 132.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.28 ACRE MORE OR LESS.



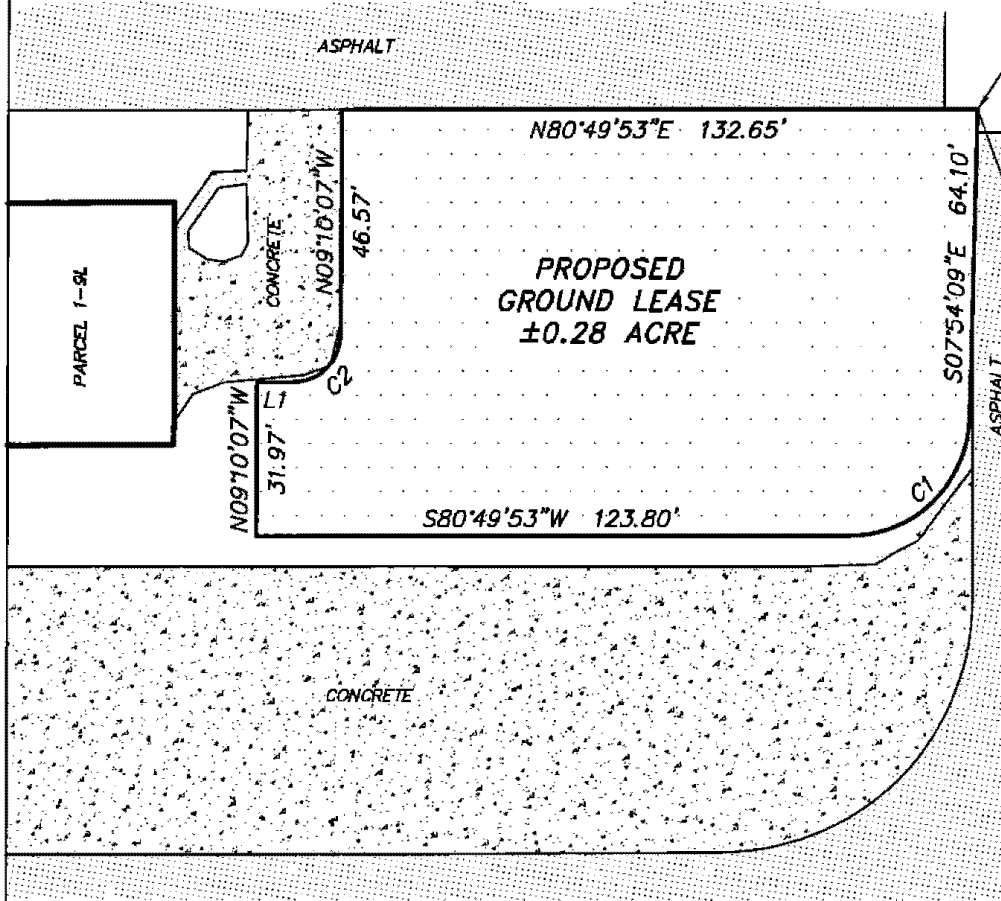
MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 14050-6-7

MANZIE & DRAKE LAND SURVEYING

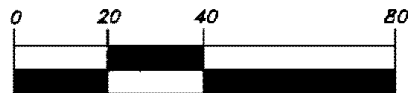
SKETCH OF LEGAL DESCRIPTION

(LEGAL DESCRIPTION ATTACHED)
(THIS IS NOT A BOUNDARY SURVEY)

POINT OF
BEGINNING
PROPOSED GROUND LEASE



GRAPHIC SCALE



(IN FEET) 1 inch = 40 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N80°49'53\"E	7.56'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	38.72'	25.00'	88°44'02\"	S36°27'52\"W	34.96'
C2	15.71'	10.00'	90°00'00\"	N35°49'53\"E	14.14'

JOB NO. 14050-6-7

N36°38'24\"E

2394.00'

"FERNPORT
AZIMUTH MARK"
GRID NORTHING=2283125.94
GRID EASTING=511163.69

POINT OF REFERENCE

"FERNPORT"
GRID NORTHING=2281204.99
GRID EASTING=509734.99

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/23/2022

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

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

PRODUCER Newfront 777 Mariners Island Blvd, Suite 250 San Mateo, CA 94404 www.theabdteam.com 0H55918		CONTACT NAME: Construction Certs PHONE (A/C, No, Ext): 650-488-8565 FAX (A/C, No): 650-488-8566 E-MAIL ADDRESS: ConstructionCertRequest@theabdteam.com	
INSURED Landmark Modernization Contractors dba Landmark Construction 4312 Anthony Court, Suite B Rocklin CA 95677		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16535	

COVERAGES**CERTIFICATE NUMBER:** 67322180**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X,C,U Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	GLO 5629788-00	4/1/2021	4/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$100,000 PERSONAL & ADV INJURY \$10,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	BAP 0276520 - 04	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	WC 0276512 - 04	4/1/2021	4/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: Lease - Fernandina Beach Municipal Airport.
The City of Fernandina Beach is named additional insured as respects to general and auto liability on a primary and non-contributory basis, as required by written contract. 30 day notice of cancellation - 10 day notice for non-payment of premium.
Endorsements attached.

CERTIFICATE HOLDER**CANCELLATION**

City of Fernandina Beach
204 Ash Street
Fernandina Beach FL 32034

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

AUTHORIZED REPRESENTATIVE

Scott Gaddy

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ACORD 25 (2016/03)

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FERNANDINA BEACH MUNICIPAL AIRPORT

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

Original Adoption September 10, 1987

Amended December 18, 2007

Amended October 20, 2009

Amended August 2, 2011

Amended October 7, 2014

Prepared By:
City of Fernandina Beach
700 Airport Road

Fernandina Beach, Florida 32034

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Section 1 – General

1.01 INTRODUCTION

The City of Fernandina Beach, as owner, operator, and sponsor of Fernandina Beach Municipal Airport (FBMA), being responsible for all aspects of the administration of this public, general aviation facility, and in order to foster and encourage the economic growth and orderly development of aviation and related aeronautical activities at FBMA has established certain requirements for commercial aeronautical entities to ensure that adequate aeronautical services and facilities are provided to the users of FBMA.

These Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) are the threshold entry requirements for a person or persons, partnership, company, trust, corporation, or other business entity, based on FBMA and/or using FBMA, to engage in one or more commercial aeronautical service or activity to the public at FBMA. These Minimum Standards are to promote fair competition at FBMA, taking into consideration the aviation role of FBMA, facilities that currently exist at FBMA, services being offered at FBMA, and the future development planned for FBMA. The uniform application of these Minimum Standards, containing the minimum levels of service and facilities that must be offered by the service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both established and future aeronautical activity as well as FBMA patrons. All commercial aeronautical operators are provided a level playing field on which they will hopefully prosper while providing excellent service to aviation customers. There is not any prohibition to exceed the minimum requirements in terms of quality of facilities and services provided.

The adoption of these Minimum Standards for Commercial Aeronautical Activities is recommended by the FAA to comply with federal law and regulations that prohibit the granting of exclusive rights to use an Airport that has received federal Airport Improvement Program (AIP) funding. The City of Fernandina Beach will comply with federal law and Federal Aviation Administration (FAA) Advisory Circulars which currently exist for MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES, and EXCLUSIVE RIGHTS AT FEDERALLY-OBLIGATED AIRPORTS, and as those advisory circulars may be amended by the FAA from time to time.

These Minimum Standards are not intended to be all-inclusive, as the operator of a commercial aeronautical venture who is based on or uses FBMA will be subject to additional applicable federal, state and local laws, codes and ordinances and other applicable regulatory measures, including the Airport Rules and Regulations pertaining to all such activities.

1.02 PURPOSE

- Provide a minimum level of services that are offered to the public in connection with the conduct of particular aeronautical activities or services on FBMA
- Provide for the safe conduct of all commercial aeronautical activities at FBMA
- Protect airport users from unlicensed and unauthorized products and services
- Maintain and enhance the availability of adequate services for all airport users
- Provide that no entity receives a competitive advantage through less-than-fair and uniform market value use of City facilities
- Promote the economic health of FBMA businesses
- Promote the orderly improvement and development of FBMA

1.03 EXCLUSIVE RIGHTS

In accordance with FBMA assurances given to the federal or state government by the City as a condition to receiving federal or state funds, the granting of rights or privileges to engage in commercial aeronautical activities shall not be construed in any manner as affording any person or entity any exclusive right, other than the exclusive use of the land and/or improvements which are specifically set forth in a written lease, permit, or agreement.

1.04 STATEMENT OF POLICY

A fair and reasonable opportunity, without unjust discrimination, shall be accorded to all applicants to qualify and present ideas for doing business, using FBMA facilities and furnishings, which the City, deems are available for selected aeronautical activity or service. Proposals meeting the Minimum Standards as established by the City and set forth herein for commercial aeronautical activities at FBMA shall be presented to the City Commission for approval. Commercial aeronautical activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate Minimum Standards shall be developed on a case-by-case basis for such activities and, if accepted and approved by the City, incorporated into the entity's written agreement with the City and into these Minimum Standards by amendment. The City in its sole discretion may distribute a Letter of Interest (LOI) or a Request for Proposal (RFP) for the leasing/use of available FBMA facilities.

A written agreement, lease, or permit, properly executed by the City and a based or local area commercial aeronautical operator is a prerequisite to commencement of FBMA facility and airfield use by any commercial aeronautical activity. Contingent upon its qualifications, its meeting the established Minimum Standards with the City and the payment of the prescribed rentals, fees, and charges, commercial aeronautical operators shall have the right and privilege to engage in and conduct the activity or activities specified by written agreement with the City. All agreement provisions, however, must be compatible with the Minimum Standards herein contained and will not change or modify the standards and requirements themselves. In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum." Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the City.

The City reserves and retains the right for the use of FBMA by others who may desire to use it, pursuant to applicable federal, state, and local laws, ordinances, codes, standards, and other regulatory measures pertaining to such use. The City further reserves the right to designate specific FBMA areas in which the individual or a combination of aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of FBMA.

These Minimum Standards may be included in whole, in part, or by reference as part of all leases, and other agreements between the City and any entity desiring to be based on and/or use FBMA and engage in any commercial aeronautical activities. The rates, fees, and charges applicable to the providers of commercial aeronautical activities are established by the City to make FBMA as financially self-sustaining as possible and be sufficient to cover FBMA costs.

These Minimum Standards are not retroactive and do not alter any existing written agreement properly executed prior to the date of approval of these Minimum Standards and as may be amended that does not provide for application of future revisions of the Minimum Standards, in which case these Minimum Standards shall be effective consistent with such written agreement. In any event, upon expiration of an existing lease, agreement, or permit with the City or if the commercial aeronautical operator desires to materially increase or expand its activities, the commercial aeronautical operator shall then comply with the provisions of these Minimum Standards. Conversely, these Minimum Standards shall not be deemed to modify any existing agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the City from entering into or enforcing an agreement that

requires an entity to exceed the Minimum Standards. In the event of any conflict between the terms of these Minimum Standards and the provisions of any lease or agreement, the terms of the lease or agreement shall be controlling.

These Minimum Standards may be supplemented and amended by the City from time to time and in such manner and to such extent as is deemed appropriate by the City. Minimum Standards shall be reviewed and updated at minimum every five years or as needed to be amended.

The City reserves the right to lease an existing facility or any portion of an existing facility to a Specialized Aviation Service Operation (SASO) in order to maximize facility use and business opportunities. A lease of this nature shall be at the City's sole discretion, and shall be considered to meet any minimum facility requirements as defined in these Minimum Standards.

The City further reserves the right to designate from time to time the specific areas where individual aeronautical services or a combination of aeronautical services may be conducted, and to determine whether or not there is sufficient, appropriate, or adequate space at the proposed site to meet the minimum requirements established herein. Such determination shall consider the nature and extent of the proposed operation and the sites available for such purpose, consistent with the current Airport Master Plan and the orderly, safe, and efficient operation and development of FBMA.

1.05 WAIVER OF MINIMUM STANDARDS

No commercial aeronautical operator will be allowed to operate or provide services not in compliance with these Minimum Standards unless unusual circumstances exist which may give cause for consideration of a temporary waiver. The City may, at its sole discretion, waive or modify any portion of the Minimum Standards for any person or entity when it is determined that such waiver is in best interest of the public and will not result in unjust discrimination against other commercial aeronautical operators at FBMA. Any initial waiver will not exceed 12 months. However any waiver may be reviewed annually and extended in sole discretion of City.

1.06 GENERAL REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

The following shall apply to all commercial aeronautical activity or service provider, either a FBO or SASO, at FBMA:

1. Unless otherwise provided by the City, all activities of the commercial aeronautical entity shall be conducted on an area or areas of sufficient size to accommodate all services that the commercial aeronautical operator is approved to perform, allowing for future growth and additional services as contemplated by the City or the commercial aeronautical operator at the time of application, but as limited by the space available on FBMA.
2. Shall conduct its business operations strictly within the areas assigned to it by the City, and its operations shall not in any way interfere with the operations of other commercial aeronautical entities, agencies, or other businesses operating on FBMA, the use of FBMA by the general public, or with any common use areas.
3. Shall provide their services or activities on a fair, equal, and not unjustly discriminatory basis to all users thereof, and they will charge fair, reasonable, and not unjustly discriminatory prices for each unit or services provided. Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, and other similar types of discounts to volume purchasers or users of the service provided. Further, any commercial aeronautical entity will insure that any sub-lessee or subcontractor comply with the provisions of this paragraph.
4. Personnel shall meet all federal, state, and local training and certification requirements applicable to their individual duties and company services.

5. Shall control the conduct and demeanor of its personnel and subtenants, as well as to conduct its business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb, endanger, or offend any customers, tenants, or competitive operators.
6. Shall employ the necessary quantity of trained staff, on-duty management, and supervisors to provide for the efficient, safe, and orderly compliance with its lease, agreement, sublease, or permit.
7. No right or privilege will be granted to any commercial aeronautical entity which would prevent any entity operating aircraft at FBMA from performing any services on its own aircraft with its own direct employees (W-2), including but not limited to maintenance and repair, that it may choose to perform.
8. The City reserves the right to further develop or improve FBMA as it sees fit, regardless of the desires or views of the commercial aeronautical operator, and without interference or hindrance. FBMA shall make every effort to minimize the disruption of normal airport usage during periods of repair or further airport development.
9. Airport access and security shall be maintained at all times in accordance with standards as may be established and required by the City.
10. Any fine or penalty imposed on the City by the FAA or other governmental body, resulting from lessee's or permittee's use, operations, and occupancy of the leased premises, will be payable by lessee or permittee.
11. Shall keep current and provide the Airport Manager with applicable point-of-contact(s) and phone numbers for emergency purposes.
12. Shall permit its personnel who drive motor vehicles on FBMA to do so only in accordance with the Airport Rules and Regulations, applicable federal, state, and local laws, ordinances, codes, or other similar regulations now in existence or as may be hereafter modified, amended, or enacted.
13. Shall keep and maintain its leased premises and all improvements in a neat and orderly condition at all times, and in good and substantial repair, condition, and appearance. Shall keep mowed and in a pleasing condition all landscaping and grass areas within its leased premises.
14. Shall commit no unlawful nuisance, waste, or injury on the leased premises and will refrain from doing anything which may result in the creation, commission, or maintenance of such nuisance, waste, or damage to property on FBMA.
15. Shall refrain from creating or allowing on its premises any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, is not a violation of this paragraph, nor shall the reasonable operation of the commercial aeronautical operator's business constitute such violation, although some odors, gases, and vapors may result therefrom.
16. Shall refrain from doing anything which might interfere with the effectiveness or accessibility of FBMA's public utilities systems, drainage or sewer system, storm water management system, fire protection system, sprinkler system, alarm system, or fire hydrants and hoses, if any are installed or located on or in their leased premises.
17. Shall remove or dispose of debris and other waste material, whether solid or liquid, arising from the commercial aeronautical operator's activities. Any garbage, debris, or waste, which may be temporarily stored in the open, shall be kept in suitable metal garbage or waste receptacles equipped with tight-fitting covers of a design sufficient to contain whatever may be placed therein. Shall use extreme care when removing all such waste. Any hazardous waste generation, storage, or disposal shall comply with all applicable federal, state, and local regulations.
18. No fuels, oils, greases, detergents, or other insoluble substances shall be placed in the sewage or drainage systems or on the ground. Any FBO or SASO, at its sole cost and expense, shall comply with all requests made by the U.S. Environmental Protection Agency (EPA) or other competent governmental authority including, but not limited, to the installation of a grease

and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of equipment and/or aircraft. The installation of any required equipment or structure shall conform to recommended specifications of the EPA or Florida Department of Environmental Protection (FDEP) as applicable.

19. Shall at no time conduct any aeronautical activity on leased property from a structure that would be considered temporary or mobile under Florida Building Codes and applicable City Ordinances without specific approval from the City.
20. Shall maintain all aprons, ramps, taxiways, roadways, and parking lots that are constructed by the FBO or SASO or reserved for their exclusive use.
21. Shall refrain from doing any act or thing upon the FBMA which will invalidate or conflict with any fire, property, or liability insurance policies covering FBMA.
22. Shall provide an adequate supply of properly located, type, size and operable fire extinguishers and other safety equipment in accordance with the National Fire Prevention Association (NFPA) requirements.

1.07 SUB-LESSEE OR SUBCONTRACTOR REQUIREMENTS

If a commercial aeronautical operator leaseholder desires to sublease space to another person or entity or contracts with an aeronautical operator to provide one or more specialized aviation services, the following conditions shall apply:

1. Lessee must obtain written approval of sublease or subcontractor agreement from the City before allowing sub-lessee or subcontractor to occupy or conduct any form of business from the lessee's leasehold. Said sublease or subcontract shall define the type of business and service to be offered by sub-lessee or subcontractor.
2. Sub-lessee or subcontractor shall also enter into an agreement with the City. Such agreement shall be appropriate to the particular type of services to be provided by sub-lessee or subcontractor. The agreement or permit shall provide for payment by sub-lessee or subcontractor to FBMA of fees pertinent to the types of services offered by sub-lessee or subcontractor unless prohibited by written agreement.
3. Lessee must have the facilities and physical space necessary to support the aeronautical services of his sub-lessee(s) or subcontractor(s). Such facilities and space shall be sufficient to accommodate the lessee's aeronautical service as well as those requirements for any sub-lessee or subcontractor according to these Minimum Standards.
4. The sub-lessee or subcontractor must meet all of the Minimum Standards established by the City for the category or categories of services to be furnished. The Minimum Standards may be met in combination by lessee and sub-lessee or subcontractor. Any sublease or subcontract agreement shall specifically define those services provided by lessee to sub-lessee or subcontractor that must be used to meet the Minimum Standards.
5. Sub-lessee or subcontractor shall provide evidence of minimum insurance coverage as determined by the City for the categories of service to be offered as noted in Section 1.08 and Appendix B. Additionally any sub-lessee or subcontractor shall carry premise insurance.

1.08 INSURANCE REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

Insurance amounts as detailed in Appendix B provide a minimum guideline and may not meet the requirements for every commercial aeronautical entity. Each commercial aeronautical entity should make its own analysis to determine if more is needed. Insurance coverage shall be obtained and paid for by the commercial aeronautical operator as required in the coverage and amounts specified by the City. Commercial aeronautical operators shall demonstrate to the City's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. Each policy shall name the City of Fernandina Beach as additional insured. All insurance required shall apply as primary and not in excess of or contributing with other insurance which the commercial aeronautical entity may carry. A Certificate of Insurance or a copy of the insurance policies shall be furnished to the City with each annual

renewal and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The City will provide 90 days advance notice of any changes to the minimum insurance coverage requirement. The types of insurance as noted in Appendix B may be added to or deleted from as determined by the City in its sole discretion.

A commercial aeronautical operator leaseholder shall be required to carry public liability insurance for any sub-lessee or subcontractor or provide a certificate of insurance which shows the entity and the City as named insured, in amounts commensurate with sub-lessee's or subcontractor's individual activities and services, as determined by the City.

Section 2 – Lease Requirements for Commercial Aeronautical Operators

2.01 BUSINESS PLANNING

The Airport Manager is the first person of contact to discuss providing or increasing a commercial aeronautical opportunity at FBMA. At this meeting any prospective commercial aeronautical operator can secure the necessary documents needed to complete the process to become a FBO or SASO at FBMA. Documents available include:

1. Minimum Standards for Commercial Aeronautical Activities
2. Airport Leasing Policy
3. Application for Ground or Facility Lease or Airport Operating Permit
4. Airport Ground Leasehold Development Process
5. Airport Architecture and Building Design Standards
6. Airport Rates and Charges
7. Sample Ground or Facility Lease
8. Airport Rules and Regulations

2.02 QUALIFICATION AND REQUIREMENTS

Any person desiring to conduct a commercial aeronautical activity on FBMA must complete a written application for an Airport Ground or Facility Lease or Airport Operating Permit and submit it to the Airport Manager detailing what aeronautical service or services are to be provided. No processing or approval action is possible until this application is submitted. Such application from any prospective commercial aeronautical operator assists in the City's determination that the applicant is technically and financially able to perform the services proposed. A person or entity shall have such business background and shall demonstrate the business capability to successfully provide the contemplated commercial aeronautical activity as to meet the City's approval. The information presented shall include financial documentation (annual balance sheets and related) to demonstrate the entity's financial capability to initiate operations and/or to construct improvements that may be required to support the proposed operation, or operations, and also indicate the commercial aeronautical operator's ability to operate the contemplated operations, once initiated. In each instance, the City shall be the final judge as to the qualifications and financial ability of the entity. A business plan may be required of entities desiring to operate on FBMA. The City also may request any such additional information as may reasonably be required to evaluate the proposal. Additionally any entity seeking to conduct commercial aeronautical activity at FBMA as a FBO shall demonstrate that it has adequate resources to realize the business objectives agreed to by the City and the entity.

Those commercial aeronautical entities not leasing or subleasing property on FBMA, such as an independent aeronautical operator or an independent service provider, also need to provide appropriate documentation as part of the application process for their proposed operation to secure an Airport Operating Permit. Such independent commercial aeronautical operators shall meet and maintain

compliance with the applicable Minimum Standards for their commercial activity. The City retains the right to restrict or deny such FBMA access if FBMA safety or efficiency is compromised by the existence of the proposed commercial service or activity. Further the City has the right to prohibit use or continued use of FBMA should a lease holding entity offer same or similar services on FBMA. Once an Airport Operating Permit is approved then each year such independent commercial aeronautical operators shall secure an annual renewal of the permit to include providing applicable operational certificates, providing evidence of insurance, and paying any applicable fees.

2.03 APPLICATION TO PROVIDE ON AIRPORT SERVICES

Demonstration of intent to conduct a business operation at FBMA shall be by application to the Airport Manager. The following at minimum must be provided:

1. The legal name of the entity submitting this application and its business name (if different).
2. The address and telephone number of the entity and primary contact person.
3. The names, addresses, phone numbers, and short resume of all owners of five (5) per cent or more equity interest, management control, or debt in the entity.
4. A comprehensive listing of all activities proposed to be offered, along with copies of all applicable federal, state, or local operating certificates and licenses held.
5. Evidence of past experience and technical ability to perform and/or develop the proposed services and facilities.
6. Amount of land to lease.
Building space to lease or facilities to construct.
Will there be any subleasing of building space.
7. The estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.
8. The dates for commencement and completion of proposed development or the proposed date for commencement of the intended activities and proposed term for conducting same.
9. The equipment, any special tooling required, vehicles, and inventory proposed to be utilized in connection with the intended activities.
10. Will there be any hazardous materials located on site. If yes describe.
11. The number of persons to be employed, including the names and qualifications of each management/supervisory person, and specifications as to whether the employees will be full-time, part-time, or seasonal.
12. Periods (days and hours) of proposed operation:
13. The number of aircraft to be utilized in connection with the proposed activities and the make, model, passenger seating capacity, cargo capacity, aircraft registration number, and copies of applicable operating certificates for each aircraft.
14. Amounts and types of insurance coverage to be maintained (no less than required under Minimum Standards).
15. For proposed agreements for lease of unimproved or improved Airport areas, a layout (to scale) of the size, configuration, and location of the property proposed for occupancy and a preliminary drawing(s) of the building(s) and improvements to be constructed, together with the identification of vehicle parking areas (See Ground Leasehold Development Process).
16. For proposed agreements to lease existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, tie-downs, and vehicle parking areas to be utilized (See Ground Leasehold Development Process).
17. Evidence of a written business plan to include:
 - a. Business projections for the first year by quarter and the succeeding 4 years annualized.
 - b. A current balance sheet and previous fiscal year's balance sheet.
 - c. Methods to be used to attract new business (advertising and incentives).
 - d. Amenities to be provided to attract business.
 - e. Plans for physical expansion, if business should warrant such expansion.
18. Contact information of three references (name, title, company, telephone).

19. Contact information of three credit references (name, title, company, telephone).

2.04 ACTION ON APPLICATION FOR COMMERCIAL AERONAUTICAL OPERATORS

With a properly submitted application to the Airport Manager, an agreement or lease will then be developed between the entity and the City. Both documents are also presented to the Airport Advisory Commission for its review. The Airport Advisory Commission will develop a recommendation and forward to the City Commission for its final action. This process can take 120 days from the receipt of application.

Applications may be denied for one or more of the following reasons:

1. The applicant, for any reason, does not meet qualifications, standards, and requirements established by these Minimum Standards.
2. The proposed operation or construction will create a safety hazard on FBMA.
3. The granting of the application will require the expenditure of local funds, labor, or materials on the facilities described in or related to the application, or the operation will result in a financial loss or hardship to FBMA.
4. There is no appropriate or adequate available space or building on FBMA to accommodate the proposed activity at the time of application.
5. The proposed operation, FBMA development, or construction does not comply or is inconsistent with the Land Development Code, approved Airport Layout Plan, or conflicts with federal, state, or local rules and regulations.
6. The development or use of the land area requested will result in aircraft or building congestion or will unduly interfere with the operation of any present commercial aeronautical operator on FBMA or restrict aircraft access to any commercial aeronautical operator's area.
7. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any party applying, or having an interest in the business, has a record of violating the FBMA Airport Rules and Regulations, the rules and regulations of any other airport, Florida Department of Aviation (FDOT) aviation regulations, or Federal Aviation Regulations.
9. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the City or any lease or other agreement at any other airport.
10. On the basis of current financial information, the entity does not, in the opinion of the City, exhibit adequate financial responsibility to undertake the proposed services.
11. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the City to provide and maintain the business to which the application relates and to promptly pay amounts required under the lease.
12. The applicant cannot provide a performance bond or other adequate security in an amount required by the City to ensure performance of its obligations under its proposed lease or permit or ensure completion of any associated construction.
13. The applicant has committed any crime, or violated any local ordinance, rule, or regulation, which adversely reflects on its ability to conduct the FBO or SASO operation applied for.

2.05 SITE DEVELOPMENT AND CONSTRUCTION STANDARDS

Once the City Commission has approved the agreement, both parties sign the lease or agreement and rent becomes applicable. In the meantime, with a supporting recommendation from the Airport Advisory Commission, it is usual for a commercial aeronautical operator, if desired, to begin the site development and permitting process. The commercial aeronautical operator shall obtain at its sole expense all licenses and permits necessary for the conduct of the commercial aeronautical operator's activities at FBMA as required by the City or any other duly authorized governmental agency. However,

no construction of any kind shall be commenced at FBMA without final approval from the City, FAA, or any other agency that may have jurisdiction. Any proposed construction or modification of facilities by a commercial aeronautical operator will be subject to the development regulations described in the Airport Ground Leasehold Development Process, the Airport Architecture and Building Design Standards, applicable federal, state, local laws and regulations, Florida Building Codes, applicable City Building Ordinances, NFPA requirements, and conformity with the Airport Master Plan. The City must approve the plans and specifications prior to construction, and also approve the filing by the prospective commercial aeronautical operator of a notice of proposed construction required by FAR Part 77, "Objects Affecting Navigable Airspace," to the FAA (Form 7460-1).

Land that is designated for aeronautical purposes must be developed and used for aeronautical activities only. Non-aviation related activities shall not be allowed in buildings or hangars located on land designated for aeronautical purposes without FAA approval. However the City may, at its option, grant an exemption to permit in conjunction with an aeronautical use a limited non-aeronautical use of the land and facility usually not to exceed 30%. No commercial aviation operator shall be allowed to operate in, from, or around a City owned t-hangar or bulk row storage hangar.

All improvements constructed on FBMA, other than trade fixtures, shall become a part of the land and belong to the City upon expiration, termination, or cancellation of the lease agreement between the commercial aeronautical operator and the City covering such improvements. If the commercial aeronautical operator chooses to develop a site which is not currently served by taxiways, roadways, and/or utility services, the commercial aeronautical operator shall be responsible for extending such services and pavement surfaces to its site at the commercial aeronautical operator's sole expense, unless otherwise negotiated with the City. All such utility services and pavement areas shall be constructed in full compliance with FBMA and FAA standards, as well as applicable City codes.

Section 3 – Fixed Base Operator (FBO)

3.01 GENERAL

A Fixed Base Operator is an entity that provides multiple aeronautical services including aircraft fueling to aircraft owners, airport users, and airport tenants. Only a FBO shall be permitted to sell aviation fuel, lubricants, and other related services to both transit aircraft operations and operations of aircraft based at FBMA.

3.02 FBO MINIMUM SERVICE LEVEL

1. Aircraft Fueling and Oil Services
2. Aircraft Line Services
3. Aircraft Crew and Passenger Customer Services
4. The following optional services are encouraged, but not required:
 - a. Aircraft Maintenance and Repair
 - b. Aircraft Bulk Hangar Storage
 - c. Flight Training
 - d. Aircraft Rental/Lease

A FBO may subcontract or use third party operators to provide any of the required FBO services or optional services above, with the exception of Items 1 through 3. For these services, a FBO may be permitted to enter into an agreement with a professional aviation services management company, experienced in managing/operating FBO's, to provide day-to-day management and/or staffing. Such management agreement must be approved by the City. The FBO shall remain the responsible party to the City for all decisions related to safety, security, and overall operational issues. A FBO's subcontractors

and third-party operators shall meet or exceed all Minimum Standards applicable for such services performed and must operate from the FBO premise. See Section 1.07 regarding subleases.

3.03 FBO MINIMUM SERVICE STANDARDS

1. Operation
 - a. Shall have premises open and services available every day of the year, except Christmas Day, from 0800-2000.
 - b. Shall be staffed with a minimum of two properly trained and uniformed personnel during normal business hours.
 - c. Shall be available to provide services outside of normal business hours, if requested in advance, or in response to unscheduled required services.
 - d. Shall be able to assist in the removal of disabled aircraft from FBMA's runway and taxiway system in a timely manner.
2. Aircraft Fueling and Oil Services
 - a. Shall provide the sale and into-plane delivery at a minimum 100LL-octane Aviation Gas (Avgas) and Jet A aviation fuels, accepted grades of aviation engine oils and lubricants, and other aviation petroleum products for aircraft that regularly operate at FBMA.
 - b. Shall deliver fuel to aircraft utilizing at least one Jet A refueling vehicle with a capacity of 2,000 gallons and one Avgas refueling vehicle with a capacity of 500 gallons.
 - c. Shall demonstrate satisfactory arrangements to purchase fuel, oil, and aviation lubricants in such quantities as is necessary to meet expected demand.
 - d. Shall provide properly trained personnel in the safe and proper handling, dispensing, and storage of aircraft fuel using equipment provided by the FBO.
 - e. Shall operate a fixed fuel storage facility which shall contain safety fixtures and filtration systems to ensure aircraft fuel quality in accordance with all Environment Protection Agency (EPA) regulations including proper fuel spill prevention features and containment capabilities. In addition, shall provide an approved fuel Spill Prevention Countermeasure and Control (SPCC) Plan to the Airport Manager or be properly coordinated into the Airport's SPCC Plan.
 - f. In addition to into-plane delivery may provide self-fueling facility for public use and such equipment must be in compliance with applicable state and local regulations and standards, and comply with fueling equipment requirements listed in this section.
 - g. Shall comply with all applicable local, state, and federal environmental statutes and regulations regarding storage tanks, disposal of waste oil and other potentially hazardous substances, and for the refueling of all aircraft and vehicles.
 - h. All equipment used for the storage, handling, and/or dispensing of petroleum products must meet all applicable federal, state, and local safety and fire codes, regulations and standards, NFPA requirements for aircraft fueling operations, and the appropriate FAA Advisory Circular.
 - i. All dispensing equipment shall be equipped with reliable metering devices subject to an independent inspection of the Motor Fuels Section of the Florida Department of Transportation and must be capable of servicing, in an efficient and safe manner, all types of aircraft. All metering devices must be inspected, checked and certified annually by appropriate local and state agencies. A copy of each such inspection must be provided to the Airport Manager.
 - j. All fueling services and systems shall be subject to routine inspection for fire and other hazards by the City, the FAA, and the appropriate state and local fire agencies.
 - k. Quality control of the fuel is the responsibility of the FBO.
 - l. Complete dated records shall be kept with regard to all maintenance activities conducted on fueling equipment and mobile refueling vehicles.
 - m. Shall maintain current fuel reports on file and available for auditing at any time by the City, the FDOT, or the FAA or other applicable agencies.
3. Aircraft Line Services

- a. Shall provide ramp assistance including the parking, tie-down, ground handling, and storage of aircraft including ropes or other types of restraining devices and wheel chocks for aircraft based or normally transiting FBMA.
- b. Shall provide adequate loading/unloading and towing equipment to safely and efficiently move aircraft to include aircraft tug(s) that can accommodate aircraft based or normally transiting FBMA.
- c. Shall provide proper equipment as may be required to service and support aircraft based or normally transiting FBMA such as inflating aircraft tires, changing engine oil, washing aircraft windscreens, recharging aircraft batteries, and starting engines and performing minor repairs not requiring a certified mechanic. Shall have ground power starting capability.
- d. Keep the ramp well maintained, clean, and free of foreign object debris (FOD).
4. Aircraft Crew and Passenger Customer Services
 - a. Shall provide a flight planning area with appropriate communication facilities for complete flight planning including weather communication links separate from other public areas.
 - b. Shall provide a minimum of one courtesy vehicle available for customer use.
 - c. Shall provide appropriate concierge services and/or referral services as may be required to pilots and users and maintain local ground transportation contacts.
 - d. Shall have available basic pilot supplies.
5. Optional Services
 - a. Shall meet Minimum Standards for like category of SASO as to equipment and services.

3.04 LAND AND IMPROVEMENTS REQUIREMENTS

1. Shall lease land area at a minimum of four acres (174,240 square feet) to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking. Parking requirements will be in accordance with City code.
2. Shall lease or construct on the leased premises a public use operations building(s) and related improvements not less than 3,200 total square feet to sufficiently accommodate all activities and operations proposed, as approved by the City. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, pilot's lounge separate from public waiting area, classroom/training room and/or conference room, storage, and public restrooms. Also provide snack food and beverage machines and public use telephone.
3. If optional services for aircraft maintenance and repair and/or aircraft bulk hangar storage is offered then shall lease or construct a hangar facility not less than 4,800 square feet with properly lighted space to perform maintenance work, aircraft storage, parts storage.
4. Any facility(ies) provided shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances.
5. Shall provide sufficient ramp area to support all activities of the FBO and all approved subtenants.
6. Shall lease or construct a separate, above ground or approved underground, aircraft fuel storage facility in a designated area with a minimum 10,000 gallons 100LL/Avgas and 10,000 gallons Jet A. Such facility may offer self-serve capability for either or both fuel products sold. Such facility and all improvements shall, at the FBO own expense, be maintained in a presentable condition consistent with good business practices and in accordance with the appropriate rules and regulations at the time of construction and any mandated changes.

3.05 INSURANCE

See Section 1.08 and Appendix B for insurance coverage requirements for a FBO operation on FBMA.

Section 4 – Specialized Aviation Service Operation (SASO)

4.01 GENERAL

A Specialized Aviation Service Operation (SASO) is a person or entity that provides a single or limited number of commercial aeronautical services and activities, and shall comply with the Minimum Standards for the specific service or activity described in this section. A SASO may not sell fuel.

Whenever a SASO conducts multiple activities pursuant to one lease, permit, or agreement with the City, and the Minimum Standards for one of the commercial aeronautical operator's activities are inconsistent with the Minimum Standards for another of the commercial aeronautical operator's activities, then the Minimum Standards which are more stringent, and/or more protective of the public's health, safety, and welfare, shall apply. When one or more activity is conducted, the minimum requirements may vary depending on the nature of each activity or combination of activities, but shall not necessarily be cumulative but will be required to obtain insurance for all exposures.

Nothing contained herein shall convey or imply an exclusive right of operation by any such commercial aeronautical entity. The City reserves the right to consider any and all other type services and activities not otherwise described herein as a SASO.

A SASO may sublet from a FBO or another SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial entity on FBMA. See Section 1.07 regarding subleasing.

4.02 SASO – AIRCRAFT MAINTENANCE AND REPAIR SERVICES (Airframe, Power Plant, Propeller, Radios, Instruments, and Accessories)

An aircraft maintenance and repair services SASO engages in a business capable of providing a service, or combination of services which otherwise may require FAA certification for the repair of aircraft airframe (major and minor), power plant, propellers, radios, instruments, and accessories for general aviation aircraft. This category shall also include the nonexclusive sale of aircraft parts and accessories. A SASO in this category may provide full service maintenance and repair services, individual services, or a combination of services. Usually this type of repair is performed on the aircraft, although it may also include bench repair of items removed from an aircraft that are intended for replacement on that aircraft.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall include properly lighted, air conditioned, and heated office space, storage, and restroom area. Also provide telephone availability.
4. Any shop area and/or equipment and parts storage area provided shall be properly ventilated.
5. Shall possess and maintain all licenses and/or certificates as may be required by the FAA, Federal Communications Commission (FCC), or other appropriate agency which are applicable to the operation or services contemplated.

6. Shall employ and have on duty during operating hours trained personnel in such numbers as may be required to meet these Minimum Standards in a safe and efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds a mechanic certificate or an inspection authorization.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring the SASO services.
8. At the SASO discretion, but strongly encouraged, provide on-call emergency service capability.
9. Shall conduct all maintenance operations in accordance with applicable Airport Rules and Regulations, National Fire Protection Association requirements, and other applicable safety regulations.
10. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.03 SASO – AIRCRAFT COMPONENT AND SUPPORT SERVICES (ancillary aircraft ground services such as aircraft stripping/painting, aircraft salvage, refurbishing, upholstery)

An aircraft component and support services SASO engages in the business of aircraft support services such as aircraft painting, aircraft salvage, refurbishing, upholstery, and similar aircraft components and support services. This category of commercial aeronautical operator also includes the nonexclusive sale of new and/or used components described above.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall include properly lighted, air-conditioned, and heated office space, storage, and restroom area. Also provide telephone availability.
4. Any shop area and/or equipment and parts storage area provided shall be properly ventilated.
5. Shall possess and maintain all licenses and/or certificates as may be required by the FAA, or other appropriate agency which are applicable to the operation or services contemplated.
6. Shall employ and have on duty during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but never less than one person currently certificated as a FAA rated repairman or inspector as appropriate to the services to be offered.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. Any stripping/painting provided must be with a proper spray booth and comply with all federal, state, and local regulations pertaining thereto.
9. Shall conduct all maintenance operations in accordance with applicable Airport Rules and Regulations, National Fire Protection Association requirements, and other applicable safety regulations.
10. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.04 SASO – FLIGHT TRAINING

A flight training SASO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, classroom or suitable accommodation for proper ground school instruction, storage, and public restroom. Also provide telephone availability.
4. Shall have available for use in flight training, either owned or leased by and under exclusive control of the SASO not less than one aircraft properly equipped and maintained, and FAA certified for flight instruction.
5. Shall have in its employ or under contract, and on duty as required during operating hours, currently FAA certificated instructor pilots and ground instructors in sufficient numbers as may be required, but never less than one instructor/pilot, to meet the demands of the number of students expected to be engaged in such flight training.
6. Shall provide suitable space equipped with adequate audio and visual aids for effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the type training offered.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.05 SASO – AIRCRAFT LEASE/RENTAL

An aircraft lease/rental SASO engages in the lease or rental of aircraft to the public for compensation.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide

telephone availability.

4. Provide, and at all times maintain not less than one aircraft, owned or leased by and under exclusive control of the SASO, properly equipped and maintained aircraft and FAA certified for rental.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot to provide demonstration and check rides for any aircraft it intends to lease or rent.
6. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.06 SASO – AIRCRAFT CHARTER AND AIR TAXI SERVICE

An aircraft charter and/or an air taxi service SASO engages in the business of providing air transportation of person and/or property, to the general public for hire, on demand, either on a charter basis or as an air taxi operator, as currently defined in the FAR Part 135 “Operating Requirements: Commuter and On Demand Operations and Rules Governing Persons on Board Such Aircraft,” or as may be supplemented or amended from time to time.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide telephone availability.
4. Shall have and maintain during the term of the tenancy at FBMA, an air taxi license (refer to FAR Part 135) and shall operate in conformance with all appropriate FARs including but not limited to FAR Part 135 as amended.
5. Shall provide not less than one aircraft properly maintained and currently certified under FAR Part 135, either owned or under written lease to the SASO, all of which must meet the requirements of the FAA air taxi commercial operator certificate held by the SASO. Any multi-engine aircraft shall be certified for instrument operations.
6. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers to carry out services as may be required to meet the Minimum Standards in a safe and efficient manner, but never less than one person who hold current FAA commercial pilot certificate with appropriate ratings to permit the flight activity offered by the SASO. All flight crews shall be properly rated for the aircraft operated. Shall provide dispatch capability within six hours of a customer request.
7. Employ one person with experience and ability to provide charter quotes, schedule and dispatch support, and customer service.
8. Make satisfactory arrangements for the checking in of passengers, handling of luggage, ticketing, ground transportation, etc.
9. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the

SASO services.

10. Charter and non-scheduled air taxi companies, not regularly based at FBMA, but who are providing service to and from FBMA, are not subject to these Minimum Standards, but must comply with the Airport Rules and Regulations.
11. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.07 SASO – AIRCRAFT SALES (NEW AND/OR USED)

An aircraft sales SASO engages in the sale of new and/or used aircraft through brokerage, ownership, franchise, or licensed dealership or distributorship, either on a retail or wholesale basis, of an aircraft manufacturer or otherwise, and provides or provides access to such repair, services, and parts, as may be contractually required, to meet any guarantee or warranty on new and/or used aircraft sold by it.

- A. **NEW AIRCRAFT SALES:** An aircraft sales SASO engages in the sale of new aircraft through franchises or licensed dealerships, if required by local, county, or state authority, or distributorship, either on a retail or wholesale basis, of an aircraft manufacturer or used aircraft.
- B. **USED AIRCRAFT SALES:** Many companies engage in the purchasing and selling of used aircraft. This is accomplished through various methods including matching potential purchasers with an aircraft, i.e. brokering, assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, storage, and public restroom. Also provide telephone availability.
4. A dealer of new aircraft shall hold an authorized factory sales or distributor franchise or sub-dealership. All aircraft dealers shall hold applicable licenses or permits that may be required by any law or regulation.
5. A dealer of new aircraft shall have available or on-call at least one current FAA certificated and airworthy model demonstrator for the aircraft in its authorized product line. A new aircraft dealer shall be able to provide for demonstration of additional models of the manufacturer for which a dealership is held.
6. Dealers of used aircraft shall have reasonable access to aircraft offered for sale for purpose of demonstration.
7. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, or be able to obtain within eight hours of a request a fully qualified pilot for the aircraft to be demonstrated.
8. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
9. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.08 SASO - AIRCRAFT HANGAR STORAGE

An aircraft hangar storage SASO engages in the rental of space within conventional, open-bay, bulk hangars for the temporary or long-term parking or storage of aircraft.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including a restroom and properly sized paved aircraft apron.
3. May provide properly lighted, air-conditioned, and heated office space(s).
4. Shall have his facilities available for the tenant's aircraft removal and storage on a continuous basis.
5. Shall determine which party is responsible for the tenant's aircraft removal and storage on a continuing basis.
6. Shall employ trained personnel to meet all requirements for the storage of aircraft with appropriate equipment and on site during all aircraft operations.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.09 SASO – AIRCRAFT MANAGEMENT SERVICES

An aircraft management service SASO engages in the operational management of based aircraft for specific aircraft owners. Typically, an aircraft management service operator ensures or provides aircraft maintenance coordination, storage, dispatch, aircrew assignment, and ground servicing for these aircraft. An aircraft management service SASO may choose not to own or exclusively lease the aircraft to be managed and would therefore be prohibited from self-fueling such aircraft. Copies of management services agreements between the aircraft owner and the SASO must be furnished to the City.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide telephone availability.
4. Shall provide and have based upon its leasehold properly certificated and maintained aircraft.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers to carry out services as may be required to meet the Minimum Standards in a safe and efficient manner, and all pilots must hold current FAA commercial pilot certificates with appropriate ratings to permit the flight activity offered by the SASO. All flight crews shall be properly rated for the aircraft operated. The SASO shall provide reasonable assurance of the continued availability of qualified operating crews within

- a reasonable notice period.
6. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
 7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.10 SASO – SPECIALIZED COMMERCIAL FLYING SERVICES

A specialized commercial flying service SASO engages in air transportation for hire for the purpose of providing the use of aircraft for activities including, but not limited to the following:

1. Nonstop sightseeing flights that begin and end at the same airport within a 25-mile radius of the airport.
2. Crop-dusting, seeding, spraying, bird chasing, fish spotting, etc.
3. Banner towing and aerial advertising.
4. Aerial photography, mapping, or survey.
5. Aerial fire fighting.
6. Power line or pipeline patrol.
7. Airborne mineral exploration.
8. Aerial ambulance.
9. Any other operations specifically excluded from FAR Part 135.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including restroom and properly sized paved aircraft apron.
3. May provide properly lighted, air-conditioned, and heated office space.
4. Shall provide and have based on its premises, owned or leased by and under exclusive control of the SASO, a minimum of one airworthy aircraft, suitably equipped for, and meeting all the requirements of the FAA and applicable regulations of the State of Florida with respect to the type of operations to be performed.
5. Shall provide evidence of all applicable FAA and other government agency certificates for services being provided.
6. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot properly rated for the aircraft to be used and the type of operation to be performed.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. In the case of crop-dusting or aerial application, the SASO shall make suitable arrangements and have such space available in its leased area for the safe loading and unloading and storage and containment of noxious chemical materials and that it is properly licensed by the Florida Department of Agriculture for aerial application in the State of Florida.
8. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

NOTE: With prior permission of the City, some requirements above may be satisfied by a sublease of such space from an existing SASO or FBO or through an aeronautical operator agreement for existing

facilities, if available, from the City. See Section 1.07 regarding subleasing.

4.11 SASO – INDEPENDENT AERONAUTICAL OPERATOR

An independent aeronautical operator SASO requires the use of an aircraft to conduct its commercial aeronautical activity at FBMA, however, the independent aeronautical operator does not have commercial tenancy on FBMA. This SASO provides a single-service aeronautical activity on FBMA and may include, but is not limited to, sightseeing; flight instruction; aerial advertising; aerial photography, mapping, or survey; power line or pipeline patrol; firefighting or fire patrol; fish spotting; airborne mineral exploration; aerial ambulance; aircraft broker/dealer; aircraft rental; aircraft charter.

The City recognizes that certain commercial aeronautical operations do not always interface directly with the public and, therefore, do not necessarily require public facilities to satisfactorily conduct business. In some cases the only FBMA requirement is access to the airport or a tie down space since all other activities of the business are normally conducted off the airport. Such a provider must obtain an annual Airport Operating Permit from the City to conduct such business on FBMA. In no case shall a City owned t-hangar or bulk row storage hangar be used to operate a commercial operation on FBMA. However a properly permitted independent aeronautical operator SASO may use such hangar for aircraft storage only. An independent aeronautical operator SASO may also sublet from a FBO or SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial operation on FBMA. See Section 1.07 regarding subleasing.

A person holding a current FAA flight instructor certificate, who gives occasional flight instruction (does not advertise or proactively make available flight instruction) to an aircraft owner in the aircraft owner's aircraft, shall not be deemed a commercial aeronautical operator.

Minimum Standards:

1. Except as otherwise noted previously herein, this SASO shall have a permit or agreement with the City of Fernandina Beach for the privilege to operate their commercial aeronautical activity on FBMA. Such agreement is in addition to any possible subtenant status to another SASO or FBO.
2. Shall provide equipment and services required to meet the Minimum Standards as herein described elsewhere in Section 4 for the category of aeronautical activity the SASO is performing.
3. Shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except multiple uses can be made of all aircraft owned or under lease by the SASO.
4. Shall provide evidence of all applicable FAA or other government agency certificates for the services being provided.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.
6. For any SASO who do not post regular operating hours shall provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.12 SASO – INDEPENDENT SERVICE PROVIDER

An independent service provider SASO is a person or entity on FBMA that does not require an aircraft and does not operate from owned or leased property on FBMA. Examples of independent service

provider include but are not limited to: certified mechanics and inspectors, aircraft detailers, prop balancing, and oil recyclers.

The City recognizes that certain commercial aeronautical operations do not always interface directly with the public and, therefore, do not necessarily require public facilities to satisfactorily conduct business. In some cases the only FBMA requirement is access to the airport to conduct its commercial aeronautical business. Such a provider must obtain an annual Airport Operating Permit from the City to conduct such business upon FBMA. A properly permitted independent service provider may also sublet from a FBO or SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial operation on FBMA.

Minimum Standards:

1. Except as otherwise noted previously herein, this SASO shall have a permit or agreement with the City of Fernandina Beach for the privilege to operate their commercial activity on FBMA. Such agreement is in addition to any possible subtenant status to another SASO or FBO.
2. Shall provide evidence of all applicable FAA or other government agency certificates for the services being provided.
3. Shall provide sufficient qualified personnel necessary to meet the Minimum Standards for each aeronautical service provided. However, multiple responsibilities may be assigned to employees where feasible.
4. For any SASO who do not post regular operating hours shall provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
5. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.13 SASO – COMMERCIAL PARACHUTING AND SKYDIVING

A commercial parachuting and skydiving SASO engages in the transportation of persons for skydiving, instruction in skydiving, and rental and sales of skydiving equipment.

Minimum Standards

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, classroom or suitable accommodation for proper ground school instruction, storage, and public restroom. Also provide telephone availability. Also within the hangar or building should be an area for parachute rigging.
4. The commercial aeronautical operator shall meet or exceed the Basic Safety Requirements (BSR) of the United States Parachute Association (USPA), FAR Part 105 "Parachute Operations," and related FAA Advisory Circulars.
5. Shall provide suitable space equipped with adequate audio and visual aids for effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the type training offered.
6. Shall have available for skydiving, either owned or under written lease to the SASO, at least one properly certificated and equipped aircraft for skydiving.
7. Hours of operation will be at the discretion of the SASO but shall only be daylight hours.
8. Shall have in its employ or under contract and on duty as required during operating hours

trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot properly rated for the aircraft to be used and the type of operation to be performed.

9. Shall have one appropriately rated jumpmaster.
10. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
11. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.14 FLYING CLUBS

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, flying clubs are permitted at FBMA but are subject to these Minimum Standards, the Airport Rules and Regulations, federal, state, and local laws and regulations, and other restrictions as may be set forth in an operating agreement. A flying club qualifies as an individual under the FAA grant assurances. As such, a flying club has the right to fuel and maintain the aircraft of its members. All flying clubs desiring to base their aircraft and operate on FBMA must comply with the applicable provisions of these standards and requirements. However, they shall be exempt from regular commercial aeronautical operator requirements upon satisfactory fulfillment of the following:

Minimum Standards:

1. Shall lease existing property or lease sufficient land area, as approved by the City, to provide all buildings, aircraft parking, paved ramp area, and parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized aircraft apron. Apron shall have tie-down capability for all non-hangared aircraft capable of being tied down.
3. A flying club shall be a non-profit or not-for-profit entity (corporation, association, or partnership) organized for the express purpose of providing its members with one or more aircraft for their personal use and enjoyment only. The lease or ownership of the aircraft(s) must be vested in the name of the flying club, or owned on a pro rata basis by all of its members. The property rights of the members of the flying club shall be equal and no part of the net earnings of the flying club will inure to the benefit of any member in any form, such as salaries, bonuses, etc. The flying club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, and replacement of its aircraft, facilities, and overhead, if any.
4. Flying clubs may not offer or conduct charter and/or air taxi services, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members owning the aircraft, and only members of the flying club may operate the aircraft. Instruction may be given by a certified instructor member of the flying club or a SASO or FBO based on FBMA authorized to provide flight training. Any properly licensed mechanic who is a regular member of the flying club, or a SASO or a FBO based on FBMA authorized to provide maintenance, is permitted to perform maintenance on aircraft owned by the flying club.
5. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than to a member of such flying club, except that a flying club may sell or exchange its capital equipment for replacement.
6. The flying club shall furnish the Airport Manager a copy of its charter and by-laws, articles of incorporation, association, partnership agreement, or other documentation supporting its existence; evidence of the club's status as a nonprofit organization; roster or list of members,

including names of officers and directors, to be revised on an annual basis; evidence of insurance in the amounts determined by the City; number and type of aircraft; evidence that all aircraft are properly certificated; evidence that ownership of the aircraft to be used are vested in the club; and the operating rules of the club. The books and records of the club shall be available for review at any reasonable time by the City.

7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

Appendix A - Definitions

- **Aeronautical Activity** – Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

- **Agreement (or Lease)** – A written contract between the City of Fernandina Beach and an entity or person to occupy, use, and/or develop land and/or improvements and engage in aeronautical activity. Such contract shall recite the terms and conditions under which the activity will be conducted at the airport including, but not limited to, term of the agreement, rents, fees, and charges to be paid by the entity or person, and the rights and obligations of the respective parties.

- **Aircraft** – Any contrivance now known or hereafter invented, used, or designed for navigation of or flight in air. Examples of aircraft include, but are not limited to, airplane, glider, rotorcraft (helicopter or gyroplane), balloon, blimp, and ultralight.

- **Aircraft Maintenance** – The inspection, overhaul, repair, preservation, and the replacement of parts. Major repairs include major alterations to the airframe, power plant, and propeller as defined in 14 CFR Part 43 Maintenance, Preventive Maintenance, Rebuilding, and Alteration. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of aircraft and their accessories.

- **Airport** – All land within the legal boundaries of Fernandina Beach Municipal Airport, owned by the City of Fernandina Beach.

- **Airport Layout Plan (ALP)** – A drawing depicting the physical layout of the airport that identifies the location and configuration of runways, taxiways, buildings, hangars, roadways, utilities, nav aids, etc.

- **Airport Manager** – The individual appointed and authorized by the City of Fernandina Beach to administer and manage all operations of the airport and airport facilities.

- **Airport Operating Permit** – An administrative approval issued by the City of Fernandina Beach (normally not exceeding annually) to a person or entity to conduct an aeronautical or commercial aeronautical activity on the airport.

- **Airport Rules and Regulations** – Rules and Regulations of the airport, properly adopted by Resolution of the City Commission of the City of Fernandina Beach, as may be amended from time to time.

- **Apron (or Ramp)** – A defined area of an airport intended to accommodate aircraft for the purposes of loading and unloading passengers or cargo, refueling, parking, or maintenance.

- **City** – The City of Fernandina Beach, located in Nassau County, Florida

- **Commercial Aeronautical Activity** – An activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the airport and the purpose of such activity being to generate or secure earnings, income, compensation, services, goods, like-kind exchange, or profit of any kind, whether or not such results are accomplished.

- Commercial Aeronautical Operator – An entity engaging in an activity which involves, compliments, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished. A commercial aeronautical operator may be classified as either a Fixed Base Operator (FBO) or a Specialized Aviation Services Operation (SASO).
- Entity – A person, persons, firm, limited-liability company, corporation, partnership, unincorporated proprietorship, association, or group formed for the purpose of conducting the proposed activity.
- FAA (Federal Aviation Administration) – The federal agency within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.
- FAR (Federal Aviation Regulation) – The federal government rules and regulations governing aviation activity under Code of Federal Regulations – Title 14 Aeronautics and Space.
- Fixed Base Operator (FBO) – A commercial business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, and flight instruction, etc.
- Flight Training – Any primary use of an aircraft to increase or maintain pilot or crewmember proficiency, rather than the use of an aircraft as transportation between two different airports or other destinations. Flight training shall also include any portion of a flight between two airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.
- Fuel – Any petroleum product used for the purpose of providing propulsion to an aircraft.
- Lessee – An entity that has entered into an agreement with the City of Fernandina Beach to occupy, use, and/or develop land and/or improvements and engage in aeronautical or commercial aeronautical activities.
- Master Plan – An assembly of appropriate documents and drawings covering the development of the airport from a physical, economical, social, and political jurisdictional perspective and adopted by the City Commission, a copy of which is on file and available for inspection in the Airport Manager's office and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan is a part of the Master Plan.
- Minimum Standards for Commercial Activity (Minimum Standards) – The qualifications, criteria, and standards established by the City of Fernandina Beach as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the airport.
- Person – Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic or any other group acting as an entity, or combination of thereof; and further includes any trustee, receiver, committee, assignee, or other representative or employee thereof.
- Regulatory Measures – Federal, state, county, city, and airport laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, the FDOT, NFPA, Airport Minimum Standards, Airport Rules and Regulations, all as may be in existence, hereafter enacted, and amended from time to time.
- Repair Station – A certificated aircraft maintenance facility approved by the FAA to perform certain specific maintenance functions. These facilities are certificated under 14 CFR Part 145 "Repair Stations."
- Self-Service – Refers to the refueling, repair, preventative maintenance, towing, adjustment, cleaning, and/or other general services of any aircraft performed by the aircraft owner, or by such direct employee(s) of an aircraft owner with resources supplied by the aircraft owner.
- Shall (or will or must) – These words are always mandatory.
- Specialized Aviation Service Operation (SASO) – A commercial aeronautical entity that offers a single or limited service. These types of companies differ from a FBO in that they typically offer only a specialized aeronautical such as aircraft sales, flight training, aircraft maintenance, aircraft rental, or avionics services for example.
- Subcontract – A written agreement stating the terms and conditions under which a third party

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person renders aeronautical services or materials on the airport necessary for the performance of another contract at the airport.

- **Sublease** – A written agreement stating the terms and conditions under which a third party person leases space from a Lessee on the airport for the purpose of providing aeronautical services at the airport.
- **Through the Fence** – The right to have direct access to the airport from private property located contiguous to the airport whereby aircraft located on the private property has direct access to the airport's runway and taxiway system.

Appendix B – Insurance Requirements for Commercial Aeronautical Operators

Minimum Standard Insurance Requirements													Appendix B	
Category >>>	Fixed Base Operator	Aircraft Maintenance & Repair Services	Aircraft Component & Support Services	Flight Training	Aircraft Lease/Rental	Aircraft Charter & Air Taxi Services	Aircraft Sales (New and/or Used)	Aircraft Hangar Storage	Aircraft Management Services	Specialized Commercial Flying Services	Independent Aeronautical Operator	Independent Service Provider	Commercial Parachuting & Skydiving	Flying Club
Insurance Requirement v v v														
Airport Liability with Combined Single Limit (CSL) including Premise Liability NOTE 1	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$100,000/ \$300,000 NOTE 5	\$1,000,000	\$1,000,000
Aircraft Liability with Combined Single Limit (CSL) including Bodily Injury & Property Damage and per Passenger Sub-limits >=\$100,000 NOTE 1	\$1,000,000	\$1,000,000 NOTE 2	\$1,000,000 NOTE 2	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 NOTE 2	\$1,000,000 NOTE 2	\$1,000,000	\$1,000,000		\$1,000,000	\$1,000,000
Hangar Keeper's Liability	\$1,000,000 per occurrence	\$500,000 per occurrence	\$500,000 per occurrence	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2		\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2
Comprehensive Business Auto Liability with Combined Single Limit (CSL) including Hired and Non-owned	\$1,000,000 per occurrence	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence	
Workers Compensation and Employers Liability	Statutory Limits as required by Florida law NOTE 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3
Pollution Liability with a Combined Single Limit (CSL)	\$1,000,000													
Student and Renter's Liability	If Applicable			YES	YES						If Applicable		YES NOTE 4	If Applicable

NOTE 1: Airport Liability (including Premises), Hangar Keeper's Liability, and Auto Liability can be covered as part of the Aircraft Liability Policy

NOTE 2: As applicable

NOTE 3: Employers Liability shall be not less than \$100,000 bodily injury by accident, \$100,000 bodily injury by disease, each employee and \$500,000 per occurrence

NOTE 4: Also include individual jumper liability insurance

NOTE 5: Insurance requirement is \$100,000 except for those providers that do actual maintenance on the aircraft which has a \$300,000 insurance requirement

FERNANDINA BEACH MUNICIPAL AIRPORT

AIRPORT RULES AND REGULATIONS

Initial Adoption October 1, 1987

Amended July 17, 2007

Amended August 21, 2007

Amended September 2, 2008

Amended December 7, 2010

Prepared By:

City of Fernandina Beach

700 Airport Road

Fernandina Beach, Florida 32034

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Introduction

Fernandina Beach Municipal Airport (FBMA-FHB) is municipally owned and operated by the City of Fernandina Beach, Florida as a General Aviation Reliever Airport. These Airport Rules and Regulations (R&R) are intended to promote the health, safety, interest, and welfare of the public in general and in particular the operators, lessees, tenants, consumers, and users of FBMA, and to promote the safe, orderly, and efficient use of the Airport.

These R&R apply to all users, aeronautical and otherwise, of FBMA property, are not all-inclusive, and reinforce and emphasize federal, state, and local statutes, laws, ordinances, and regulations as well as leases and agreements that may apply (see Appendix A - References). In addition the content of Appendixes A and B attached hereto and made a part hereof shall be adhered to by all users of FBMA. In the event of a conflict between these R&R and a lease or other agreement, the lease or other agreement shall govern. Individual Airport users must adhere to the applicable provisions of these R&R and its attached Appendices, as well as any applicable leases and agreements, and all pertinent federal, state, and local statutes, laws, ordinances, and regulations that may be applicable to their operations.

Violations of the R&R may result in revocation of Airport access privileges, denial of use of the Airport, termination of leases or other agreements, and/or prosecution under applicable laws. Perpetration of violation(s) shall be considered as a factor in renewing or not renewing a violator's application or permit/lease renewal. Use of Airport property without approval or in conflict with these R&R is considered a trespass. Nothing in these R&R is intended to preclude any authorized City personnel from taking other action authorized by law. Section 6 of these R&R provides an appeal process to be followed in the event a user of the Airport is aggrieved by the interpretation and application of the R&R.

These R&R may be amended as required, however, every three years an updated revision should be published.

Section 1 – General

1.01 COMPLIANCE AND RESPONSIBILITIES:

- a. By publication of these R&R, all persons based at FBMA will be deemed to have knowledge of the contents herein. Copies of these R&R will be distributed to all tenants and leaseholders, posted at the Airport, and available through the Airport Manager's office.
- b. Entry upon/into the Airport by any person shall be deemed to constitute an agreement by such person to comply with and be governed by these R&R. All persons employed on or using the Airport shall cooperate with the Airport Manager or his designated representatives to enforce these R&R.
- c. Airport tenants/leaseholders shall be responsible for compliance with all requirements of these R&R applicable to them for their exclusive areas and they shall be held liable for any fines, penalties, or other monetary assessments imposed upon the City by any agency having jurisdiction with respect to any violations involving these areas. Any user, who by their intentional or unintentional action or activity, cause the City to be fined, cited, sued, or charged unnecessary fees/fines, will be responsible for reimbursement of said fines/fees upon demand to the City.
- d. Any permission granted by the Airport Manager or the City under these R&R is conditioned upon the payment of any and all applicable fees and charges established by the City.
- e. Voiding of any particular rule or regulation contained herein shall not affect the validity of the remainder of these regulations.

1.02 EMERGENCY PROCEDURES AND DIRECTIVES:

- a. Under emergency conditions, e.g., a natural disaster, the Airport Manager, or designated representative, is empowered to suspend these R&R, or any part thereof, including ordering persons to leave the Airport or portions of the Airport and prevent access to such areas for such time as may be necessary, and to issue such directives and take such actions as is necessary to protect life and property and ensure the safe operation of the Airport. Such directives and actions have the full power of regulation as long as the emergency exists.
- b. In the event of an extreme threat, condition, or event the Airport Manager shall have, in his discretion, the authority to close the Airport in its entirety or any portion thereof to air traffic, to prohibit aircraft landing and/or taking off, and may delay or restrict any flight or other aircraft operation.
- c. The Airport Manager may also, in his discretion, temporarily close the Airport due to periods of adverse climatic conditions when such action is considered necessary and desirable to avoid endangering persons or property.
- d. Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage incurred by any operator, lessee, or any other entity.

1.03 LIABILITY:

- a. The City shall not be responsible for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, strikes, war, acts of terrorism, or act of God, nor shall the City be liable for injury to persons while on the Airport.
- b. The City, City Commission, Airport, and the Airport Manager, individually and collectively, and their representatives, officers, employees, agents, and volunteers shall be held harmless and shall not be liable for loss, loss of use, damage, or injury to persons or property arising out of any accident, incident, or mishap of any nature whatsoever, or from any cause whatsoever to any individual, aircraft or property occurring on or from the Airport or in the use of any facility situated on Airport property.

1.04 FACILITIES AND PROPERTY:

- a. Operational deficiencies regarding buildings, structures, equipment, utilities, or other property owned by the City shall be reported to the Airport Manager so that repairs, as necessary, may be made in a timely manner.
- b. No person shall alter, add to, or erect any building or sign on the Airport or make any excavation on the Airport without prior written approval of the City.
- c. Any person causing, or responsible for damage to or destruction of Airport property of any kind, including facilities, equipment, real property, fixtures or appurtenances, shall be required to pay the City for the full amount of said damage. Any such damage shall be immediately reported to the Airport Manager.

1.05 OTHER LAWS:

All applicable provisions of Federal Aviation Regulations (FAR), federal, state, and local regulations, laws, statutes, and/or ordinances now in existence or hereafter promulgated are hereby adopted as part of the R&R for FBMA.

1.06 USE AND ENJOYMENT OF AIRPORT PREMISES:

- a. All FBMA users are required to abide by applicable federal, state, and local statutes and ordinances regarding personal conduct on Airport property.
- b. Any person who causes injury to any person or damages equipment or property on the Airport shall be liable for such injuries and/or damages.
- c. All commercial activities shall be conducted in accordance with the FBMA Minimum Standards for Commercial Activities (Minimum Standards).

- d. No person may throw, shoot, or propel any object nor shine a light or laser in such a manner as to interfere with or endanger the safe operation of any aircraft taking off from, landing at, or operating on the Airport or any vehicle operating on the Airport.

1.07 ENTRY UPON AND USE OF AIRPORT:

- a. Entry into FBMA property shall be through designated gates.
- b. All FBMA users shall observe and obey all posted signs, fences, and barricades regarding activities and demeanor while on the Airport.
- c. Use of any FBMA facility for other than authorized purposes is prohibited.
- d. Nothing herein contained shall be construed to limit the use of any area of the Airport by its employees, approved contractors, or to prevent law enforcement or fire department personnel from acting in their official capacity.
- e. No person, except representatives of the press on duty or during official announcements, shall take still, motion, or sound pictures for commercial purposes on non-leasehold Airport property without first obtaining written permission of the Airport Manager.
- f. No camping is permitted on FBMA without written permission of the Airport Manager.

1.08 ACCESS TO THE AIRPORT OPERATIONS AREA:

- a. No person may, without authorization of the Airport Manager, enter the FBMA Airport Operations Area (AOA) except:
 - 1. Persons under the direct supervision of a tenant or leaseholder
 - 2. Persons or entities and their employees performing aeronautical activities
 - 3. Passengers, under appropriate supervision, who enter for the purpose of enplaning or deplaning an aircraft
 - 4. Visitors to Fixed Base Operations (FBO)
 - 5. Emergency vehicles
- b. Except for entry/exit, all ground vehicle gates will be secured. Vehicle operators using an Airport perimeter gate shall ensure the gate closes prior to leaving the vicinity; additionally, should a vehicle operator observe any suspicious vehicles or persons gain (or attempt to gain) access to the airside, they shall notify law enforcement immediately.
- c. Persons who have been provided an Airport access device or access code for the purpose of obtaining access to the AOA shall use only Airport issued devices and shall not duplicate or otherwise distribute or disseminate the same to any other person unless the Airport Manager provides written permission.
- d. No person shall walk or drive on taxiways or runways without written authorization from the Airport Manager.
- e. It shall be the responsibility of a tenant, lessee, or contractor to restrict persons or vehicles to their exclusive use area or leasehold and to establish operating procedures for them, reviewed by the Airport Manager for appropriateness.
- f. No one under 16 years of age will be allowed to enter the AOA except under the direct supervision of an adult or unless visiting an FBO.
- g. No person shall assist an unauthorized individual in accessing the AOA.

1.09 ANIMALS:

- a. Animals, including service animals, are permitted on Airport property only when under the control of their owners/handlers; any waste must be properly collected and removed by the animal's owner/handler
- b. No person shall commit any act to encourage the congregation of birds or other animals on the Airport.

1.10 CARGO, MATERIAL STORAGE, AND ABANDONED PROPERTY:

- a. Unless otherwise provided for by lease or other contractual agreement, no person, firm, partnership, or corporation, shall use any area of the Airport, including buildings, either

- privately owned or publicly owned, for the storage of non-aeronautical related cargo, equipment, or any other property without written permission of the Airport Manager.
- b. Any property, aircraft, or vehicle, determined by the Airport Manager to be abandoned, disabled, or which creates an operations problem, nuisance, security or safety hazard, or which otherwise is placed in an illegal, improper, or unauthorized manner, will be removed, stored, and/or disposed of at the owner's expense. The City shall not be liable for any damage to the property or loss or diminution of value that may be caused by the act of removal.

1.11 FIREARMS AND WEAPONS:

Firearms are allowed on FBMA only as permitted by state and federal statutes.

1.12 ADVERTISING, COMMERCIAL SPEECH, AND SIGNAGE:

- a. No person shall post, circulate, distribute, or display written or printed materials or signs on Airport property or facilities or on motor vehicles and aircraft without prior written permission from the Airport Manager. However persons approved to be on Airport property may use vehicles on Airport property that display advertising, pictures, or written material.
- b. Airport entry signage or signage in public areas of the Airport must meet specifications of City codes and be approved by the Airport Manager.

Section 2 – Aeronautical Operations

2.01 COMPLIANCE WITH ORDERS:

All aeronautical activities at FBMA shall be conducted in compliance with applicable FARs, federal and Florida statutes, and local ordinances, these Rules and Regulations, Minimum Standards, and directives/resolutions, as currently written or as may be amended from time to time.

2.02 HOLD HARMLESS:

The aircraft owner, pilot, agent, or his or her duly authorized representative agrees to release, discharge and hold harmless the City, its City Commission, the Airport, and its employees of and from liability for any damage which may be suffered by any aircraft and its equipment, and for personal injury or death. The use of the AOA and related facilities shall constitute acceptance of the terms of this provision, these R&R and other Airport procedures and operating directives.

2.03 NEGLIGENT OPERATIONS PROHIBITED:

- a. Aircraft operators shall not land; take off; taxi; or park an aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the aircraft. It shall be the aircraft owner's responsibility to repair any damage to the Airport's runways, taxiways, or aprons caused by excessive aircraft weight loading.
- b. No person shall operate any equipment or device on the Airport that will interfere with any aircraft radio communication frequency or any aircraft navigational aid.

2.04 AIRCRAFT ACCIDENTS/INCIDENTS, AIRWORTHY, DISABLED, AND DERELICT AIRCRAFT:

- a. The owner or operator of any aircraft involved in an accident or incident on the Airport, resulting in any injury or death or damage to property shall immediately notify the appropriate emergency response agencies, the Airport Manager, and other governmental agencies as applicable.
- b. The pilot or owner of an aircraft involved in an accident or incident shall be responsible for all costs associated with the accident or incident, including but not limited to, wreckage removal/disposal, environmental clean up, and repair or replacement of property.
- c. Disabled aircraft shall be removed from runways and/or taxiways as quickly as practicable.

- d. Disabled and derelict aircraft shall not be permitted on the tie-down or ramp areas unless in response to an emergency and with written approval of the Airport Manager.
- e. If the owner of an aircraft fails for any reason to remove a disabled or derelict aircraft from the Airport property as may be requested, the Airport Manager may cause the removal and storage or disposal of such disabled or derelict aircraft at the sole expense of the owner.

2.05 AIRPORT OPERATIONAL AREA RESTRICTIONS:

- a. Unless contrary to federal regulations and/or grant assurances, the City shall have the authority to designate or restrict the use of runways or other operational areas at the Airport with respect to, but not limited to, the following:
 - 1. Experimental Flights (Advance notification to Airport Manager of first flight);
 - 2. Equipment Demonstration;
 - 3. Air Shows;
 - 4. Parachute Operations;
 - 5. Banner Towing Operations (Permit required);
 - 6. Aircraft Type.
- b. No kites, model airplanes, rockets, tethered unmanned balloons, or other objects constituting a hazard to aircraft operations shall be operated on the Airport.

2.06 AIRCRAFT PARKING:

- a. No person shall use any area of the Airport for parking and/or storage of aircraft unless otherwise provided for in a lease or other agreement without the written permission of the Airport Manager. If any person uses unauthorized areas for aircraft parking, the aircraft may be removed by or at the direction of City, at the risk and expense of the owner, without liability for damage that may arise from or out of such removal or storage.
- b. No person shall leave an aircraft parked and unattended on the Airport unless it is in a hangar or properly locked and secured with either wheel chocks and/or tie-down ropes. Owners of such aircraft shall be held responsible for any damage resulting from failure to properly comply with this provision.
- c. Articles left in aircraft are the sole responsibility of the aircraft owner/operator. The City is not responsible for theft or vandalism of said articles.

2.07 STARTING AND RUNNING AIRCRAFT ENGINES:

- a. No aircraft engine will be started or operated inside or taxied from/into any hangar or under the roofline of a hangar, whether said hangar is enclosed or not. This shall not be construed as prohibiting the use of tractors, with National Fire Protection Association (NFPA) approved exhaust systems, when moving aircraft within any hangar.
- b. Starting an aircraft when there is any flammable liquid on the ground in the immediate vicinity is prohibited.
- c. No person may run an engine of an aircraft parked on the Airport in a manner that propeller or jet blast could cause injury to persons, damage to any other property, or in any way hinder the safe operation of the Airport. In no case will the operator of an aircraft block any runway, taxiway, or taxi lane while conducting any maintenance/repair run-up.
- d. No full power aircraft engine run-ups are authorized between 2200 and 0700 hours local for maintenance purposes without written approval of the Airport Manager.

2.08 AIRCRAFT OPERATIONS:

- a. All aircraft operations shall be conducted in accordance with published FARs.
- b. Aircraft operators will familiarize themselves with published local noise abatement guidelines.

2.09 REPAIRING AND MAINTAINING AIRCRAFT:

- a. Aircraft owners, under self-maintenance operations, are permitted to fuel, wash, repair, or otherwise service their owned based aircraft utilizing their own equipment and their own employees, as outlined in FAR Part 43 "Maintenance, Preventative Maintenance, Rebuilding and Alteration" and/or as identified in provisions of written agreement.
- b. Aircraft maintenance or repair is permitted only on paved areas of the Airport.
- c. No aircraft or aircraft component shall be suspended or lifted utilizing the building or any component of the building.

Section 3 – Fire, Safety and Environment

3.01 GENERAL:

- a. All persons using the Airport shall exercise the utmost care to guard against fire and injury to persons and property.
- b. All activities at FBMA shall comply with applicable state, local, and National Fire Protection Association (NFPA) codes and standards now in existence or hereafter promulgated and not in conflict with FARs. All applicable codes, standards, and recommended practices are hereby adopted by reference as part of the R&R of the Airport. In the event of conflict, Florida Statute 633 and NFPA codes and/or FARs shall prevail.
- c. Any fire causing damage, regardless of the size of the fire or whether or not the fire has been extinguished, shall be reported immediately to the Fernandina Beach Fire Department as well as the Airport Manager.

3.02 SMOKING:

Smoking or carrying lighted smoking materials or striking matches or other incendiary devices, such as lighters, are not permitted:

- a. Within 50 feet of parked aircraft and fuel carriers not in motion; within 100 feet of aircraft being fueled or de-fueled, a fuel storage facility, or a flammable liquid spill;
- b. In any area on the Airport where smoking is prohibited by the City or leaseholder by means of posted signs;
- c. In any hangar, shop, or other building in which flammable liquids are stored or used, except in cases where specifically approved smoking areas have been designated for that purpose.

3.03 FIRE EXTINGUISHERS:

- a. All tenants or lessees of hangars, aircraft maintenance buildings or shop facilities shall maintain a minimum of one readily accessible, operable fire extinguisher that shall conform to applicable NFPA standards. Current inspection tags shall be left attached to each unit.
- b. No person shall tamper with any fire extinguisher equipment at the Airport or use the same for any purpose other than fire fighting or fire prevention.

3.04 OPEN FLAME OPERATIONS:

- a. The use of any equipment employing open flames or sparks within any aircraft storage area is prohibited. This excludes open flames utilized by lessees and tenants in the performance of aircraft maintenance approved by agreement.
- b. Lead and carbon burning, fusion gas and electric welding, blow-torch work, engine testing, and all operations involving open flames shall be restricted to the repair shops. During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section.

3.05 STORAGE OF MATERIALS:

- a. No operator, tenant, or lessee on the Airport shall keep, store, stack, box, bag, or stock material or equipment in such a manner as to constitute a hazard to persons or property, obstructing any operation, littering, or in such a manner as to create any unsightly appearance.
- b. Storage of materials or equipment except for hoses attached to water spigots shall not be permitted outside buildings or hangars unless under approved sheds, within designated storage areas, or in designated parking areas.

3.06 HAZARDOUS WASTE AND MATERIALS:

- a. No person shall store, keep, handle, use, disperse, discharge, or transport at, in, or upon the Airport any hazardous materials in contravention of any regulatory measures.
- b. No more than five gallons of fuel in a container shall be stored in any building or structure on the Airport at any time. An approved fuel container shall be used at all times.
- c. All empty oil, paint, and varnish cans, bottles, or other containers shall be removed from the Airport in a timely manner and shall not remain on the floor, wall stringers, or overhead storage areas of the hangars, offices, shops, or other buildings and only those hazardous materials used in the maintenance of aircraft, engines, and components may be stored and utilized on the Airport.
- d. No person shall use volatile or flammable substances for cleaning hangar floors, hangars or other buildings on the Airport. Cleaning agents shall meet all federal, state, and local codes, regulations, and permit requirements.
- e. All persons on the Airport shall keep all premises, including floors, leased, or used by them, clean and clear of accumulation of oil, grease, and other flammable material and free of rags, waste materials, or other trash or rubbish or accumulated debris.
- f. Gasoline, oil, and solvent drums or receptacles shall not be stored within aircraft and/or vehicle operating areas nor be in excess of that required as current stock. Such materials shall be kept enclosed and covered in clearly marked and labeled housing.
- g. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit or suffer the Airport to be occupied or used in a manner offensive or objectionable to other users by reason of noise, odors, and/or vibrations, or interfere in any way with other occupants or those having business therein.
- h. No volatile substances such as fuels, grease, oil, dopes, acid, flammable liquids, solvents and other cleaning fluids, paints and contaminants of any kind, may be stored inside t-hangars, bulk hangar facilities, or other leased property from the City used for storage of aircraft unless included as part of a rental agreement or lease.
- i. All petroleum products, dopes, paints, solvents, acids, or any other hazardous waste shall be disposed of off the Airport and in compliance with all applicable regulatory measures and shall not be dumped or run into drains, on ramp aprons, catch basins, ditches, sewer systems, storm drains, or elsewhere on the Airport.
- j. No person shall store, keep, handle, use, dispose of, or transport at, in, or upon the Airport any Class A, Class B, or Class C explosives or Class A poison, as defined in the Federal Motor Carrier Safety Administration regulation for transportation of explosives and other dangerous articles, and other poisonous substances, solid, liquid, or gas, compressed gas, and/or radioactive article, substance, or material at such time or place or in such manner or condition that may, or may be likely, to unreasonably endanger persons or property.
- k. Cleaning of aircraft parts and other equipment shall preferably be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100⁰ F shall be used and special precautions shall be taken to eliminate ignition sources in compliance with good practice recommendations of the NFPA.

3.07 DOPING, SPRAY PAINTING, AND PAINT STRIPPING:

- a. No paint, varnish, or lacquer spraying of aircraft or motor vehicles is permitted inside any building or hangar on the Airport unless such facility was properly designed and constructed for such activity. Hand-held aerosol containers or a small air compressor powered automotive type touch up spray gun not to exceed 7 oz. capacity may be permitted for paint touchup, used outside and in a no wind situation, with the specific written approval of the Airport Manager.
- b. The use of “dope”, cellulose, nitrate, or cellulose acetate dissolved in volatile flammable solvents, within any hangar is prohibited.

3.08 SANITATION AND ENVIRONMENTAL POLLUTION:

- a. Each person while on Airport property shall conduct his/her activities so as to not cause litter, environmental pollution, or unsanitary conditions.
- b. No person shall unnecessarily or unreasonably or in violation of law, cause any smoke, dust, fumes, gaseous matter, or particulates to be emitted into the atmosphere or be carried by the atmosphere. Exceptions include normal emissions from internal combustion engines, jet engines, smoke from cigarettes, cigars, or pipes, or aircraft maintenance activities.
- c. Aircraft may not be washed with running water in hangars.
- d. Any person who experiences overflow or spillage of oil, grease, fuel, or similar contaminants anywhere on the Airport is responsible and shall take appropriate action in the control, containment, clean up, disposal, and rehabilitation of such hazardous spill. Failure to take appropriate action to clean the area shall result in the City providing the cleanup at the expense of the responsible party. If the responsibility for the spill cannot be promptly determined, the leaseholder will be held responsible for the clean up.
- e. Spills, such as, jet fuel, gasoline, fuel oil, hydraulic oil, motor oil, turbine oil, alcohol, glycol, and all similar chemicals that could be considered hazardous, that covers over 10 feet in any direction or is over 50 square feet in area, continues to flow or is otherwise a hazard to persons or property require notification to the Fernandina Beach Fire Department as well as to the Airport Manager. The spill shall be investigated to determine the cause, to determine whether emergency procedures were properly carried out, and to determine the necessary corrective measures.
- f. In the event of spillage, fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fireguard shall be promptly posted to the spill area.
- g. No garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or other litter of any kind shall be placed, discharged, or deposited on the Airport, including cigarettes, cigars, and matches, except in receptacles specifically provided for such purpose.
- h. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or other litter of any kind is prohibited. With prior written permission of the Airport Manager, Fire Department personnel may engage in training exercises that require controlled burning.
- i. Any person discarding chemicals, paints, oils, batteries, or any products, which may not be discarded in a routine manner, will adhere to all applicable federal, state, and local laws and regulations.
- j. No fuel, grease, oil, dopes, paints, solvents, acid, flammable liquids, or contaminants of any kind shall be allowed to flow into or be placed in any Airport sanitary sewer system or storm drain system.
- k. No person shall dispose of any fill or building, discarded, or waste materials on Airport property except as approved in writing by the Airport Manager and appropriate City authorities.

3.09 ELECTRICAL EQUIPMENT AND LIGHTING SYSTEM:

- a. Extension lights and all portable and mobile lighting equipment used in and around aircraft hangars, shops, buildings, and other areas on or near combustible materials shall be explosion proof and meet NFPA standards. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.
- b. All power operated equipment or electrical devices including hangar interior lights shall be shut off when not in use.
- c. A low current, constant current/constant voltage, or demand type battery charger with a maximum short term output charge rate exceeding seven amps, or a continuous trickle charge rate exceeding two amps, may not be used when an aircraft is located inside or partially inside a hangar.

3.10 HEATING EQUIPMENT:

- a. All heating equipment and fuel burning appliances installed or used on FBMA shall comply with the requirements of the State of Florida and the Florida Fire Prevention Code.
- b. Space heaters may be utilized when attended in hangars so long as the heater has a clear radius of 10 feet from aircraft, or any other object, and fire prevention/safety measures are observed.

Section 4 – Fueling Operations

4.01 GENERAL:

- a. All fuel handled on the Airport shall be treated with due caution and prudent attention with regard to the rights and safety of others so as not to endanger, or likely to endanger, persons or property.
- b. All aircraft fueling operations, including self-fueling, shall be in accordance with NFPA 407 “Standards for Aircraft Fuel Servicing.”
- c. No aircraft shall be fueled or drained of fuel while within the confines of any building, hangar, or enclosed space.
- d. Fueling of aircraft is allowed only on paved surfaces.
- e. In accordance with FAA Order 5190.6B “Airports Compliance Handbook,” any person self-fueling with their own equipment requires authorization and permit from the Airport Manager confirming compliance with all orders, procedures, standards, and these R&R regarding fueling operations.
- f. Airport tenants involved in fueling operations, including those self-fueling, shall maintain an adequate supply of fuel absorbent materials readily available for use in the event of a fuel spill.
- g. No person shall engage in aircraft fueling or de-fueling without readily accessible, adequate, operational fire extinguishing equipment at the point of fueling.
- h. Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 25 feet from any terminal building, hangar, or service building.
- i. During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within 100 feet of such aircraft or vehicle.
- j. No aircraft shall be fueled or de-fueled while passengers are on board unless a passenger boarding device is in place at the cabin door of the aircraft, the door is open, and a flight crew member or ground person is at or near the cabin door.
- k. Fueling or de-fueling operations on the Airport shall not be conducted during periods of dangerous thunderstorm activity or if an electrical storm is observed within three statute miles of the Airport.
- l. Should a fire occur during the fueling of an aircraft, fueling shall be discontinued, all emergency valves and dome covers shall be shut down, and the Fire Department notified immediately.

- m. Any malfunction or irregularity detected on or within the aircraft being refueled or de-fueled shall be brought to the attention of the fueling operator immediately.

4.02 ENGINE OPERATIONS:

- a. No aircraft shall be fueled or de-fueled while one or more of its engines are running or is being warmed by external heat.
- b. No person shall start the engine of an aircraft on the Airport if there is any gasoline or other volatile fluid on the ground within the vicinity of the aircraft.
- c. Combustion heaters on aircraft e.g., wing & tail surface heaters, integral cabin heaters, shall not be operated during fueling operations.

4.03 STATIC BONDING:

- a. Each hose, funnel, or apparatus used in fueling or de-fueling aircraft, including self-fueling, shall be maintained in good condition and be properly bonded.
- b. A conductive funnel shall be used to reduce the chance of spillage during fueling operations, when a hose with an approved nozzle is unavailable. When a funnel is used, it shall be kept in contact with the filler neck as well as the fueling nozzle spout during fueling operations.

4.04 LIABILITY:

- a. The fueling operator, tenant, or lessee shall be solely responsible for any violation incident to or in connection with fueling, storage facilities, equipment, operations, and training. The City assumes no liability or responsibility for violations of any applicable fueling requirements and procedures.
- b. The operator, tenant, or lessee shall reimburse the Airport for any fines, legal, or court costs, incurred by FBMA for such violations.

Section 5 – Motor Vehicles

5.01 GENERAL:

- a. All motor vehicles and their operators on the Airport shall comply fully with the State of Florida motor vehicle laws as amended, these R&R, and instructions issued by law enforcement personnel.
- b. Unless otherwise provided herein, the City shall have the authority to establish regulations regarding motor vehicle traffic and control on FBMA.
- c. The Airport Manager may tow, remove, or cause to be removed from the Airport any vehicle that is disabled, abandoned, and/or parked in violation of these R&R at the vehicle operator's risk and expense and without liability for damage that may result from such removal if the vehicle creates a safety hazard or interferes with Airport operations.
- d. Any person causing death or injury on the Airport or damage to Airport property as a result of a motor vehicle accident or incident shall report the accident or incident immediately to the Fernandina Beach Police Department as well as the Airport Manager. Such persons shall be responsible to the City for any damages to City property.
- e. Use of all-terrain vehicles, mini-bikes, go-carts, roller blades, roller skates, skateboards is not permitted on the Airport.
- f. Use of bicycles for transportation between buildings is permitted within hangar areas.

5.02 LICENSING AND INSURANCE:

- a. No person shall operate a motor vehicle or motorized ground equipment on the Airport without a valid operator's license appropriate for the vehicle being operated.
- b. All vehicles entering Airport property are required to have at least the minimum amount of insurance as required by State of Florida statutes.

5.03 VEHICLE OPERATIONS WITHIN AIRPORT OPERATIONS AREA:

- a. No person shall operate a motor vehicle of any kind on the Airport in a reckless manner, or in excess of the posted speed limit.
- b. Speed limits shall not exceed 10 mph on ramps, aprons, in aircraft parking or hangar areas, and other areas of the AOA unless posted.
- c. All motor vehicles on the Airport shall be operated on roadways or paved surfaces when traveling to/from/between aircraft parking areas, hangar areas, and tenant facilities.
- d. No motor vehicle shall be permitted on any portion of the AOA unless the Airport Manager has granted specific written permission to such vehicle's operator and such vehicle is utilized for, or in conjunction with, aeronautical activities.
- e. Pedestrians, aircraft, and emergency vehicles shall at all times have right of way over vehicular traffic.
- f. No person shall operate a motor vehicle in any hangar that is occupied by an aircraft on the Airport unless its exhaust is protected by screens and baffles pursuant to NFPA guidelines.
- g. No person shall park motorized ground equipment near any aircraft in such manner so as to prevent it or the other ground equipment from being readily driven or towed away from the aircraft in case of emergency.
- h. No vehicle used for hauling trash, dirt, or any other materials shall be operated on the Airport unless such vehicle is constructed so as to prevent the contents from dropping, sifting, leaking, or otherwise escaping there from.

5.04 VEHICLES CROSSING TAXIWAYS AND RUNWAYS:

- a. All motor vehicles operating on or across taxiways or runways shall have a functioning two-way radio (capable of communicating on UNICOM) and an operating yellow rotating flashing beacon, except when under escort by a motor vehicle properly authorized and equipped. During an emergency, blue/red flashing lights are acceptable for law enforcement and fire and rescue vehicles.
- b. The installation of two-way radio and/or flashing beacon shall not be construed as license to operate a motor vehicle on the taxiways or runways without prior written permission of the Airport Manager.
- c. Motor vehicles permitted to operate on the Airport will not proceed closer than 250 feet from the centerline of the runways nor across any of the runways prior to visually clearing for aircraft taking off or landing.
- d. When parking adjacent to a runway, all motor vehicles must park at least 250 feet to the outside of the runway lights. Exceptions include operational, agricultural, and maintenance equipment engaged in working on runways.
- e. Construction-related motor vehicles required to enter or work within the AOA, will be marked with an approved orange and white-checkered flag for daytime operations or a yellow beacon for nighttime operations. Non two-way radio capable construction vehicles shall be escorted at all times while within the AOA by an Airport authorized vehicle or flagman equipped with two-way radio.

5.05 PARKING:

- a. Short-term (less than 24 hours) motor vehicle parking is available only in the unpaved vehicle parking lot on Airport Road. Long-term (more than 24 hours up to 30 days) parking may be permitted in the paved vehicle parking lot on Airport Road. Any ground vehicle improperly parked in the short term or long term public parking areas without written approval of the Airport Manager may be removed at the owner's expense.
- b. No person may park in such a manner to obstruct a parking lot lane, driveway, roadway, Airport access gate, walkway, crosswalk, fire lane, runway, taxiway, taxi lane, and/or obstruct access to hangars, parked aircraft, and/or parked vehicles or create a hazard nor in a manner, which could interfere with, or create a hazard for aircraft operations.

- c. No person shall use any public parking area to temporarily or permanently store any type of motor vehicle.
- d. Boats, jet skis, snowmobiles, dune buggies, any cars including race cars and antique cars, recreational vehicles, trailers, and like equipment may not be permanently parked or stored on FBMA, including within hangars, unless permitted by written agreement or with written permission of the Airport Manager.
- e. Attended vehicles shall be parked parallel to the t-hangar. One vehicle only may be parked inside a t-hangar when hangar is empty and aircraft is not on the Airport. Additional motor vehicles shall park in long-term parking or other designated areas.
- f. Bulk hangar tenants shall park their motor vehicles in designated areas at their hangar.

5.06 REPAIR OF VEHICLES:

No person shall clean or make any repairs to motor vehicles anywhere on the Airport; except as may be approved by the Airport Manager for minor repairs.

Section 6 – Conflict Resolution Process

6.01 VIOLATIONS:

The Airport Manager may issue verbal or written violation notices to any tenant or operator and agents or employees who, in his discretion, violates any part of these R&R.

6.02 APPEAL PROCESS:

- a. Anyone issued a written notice of violation who wishes to contest such issuance shall have ten (10) calendar days from such notice to provide a written statement to the Airport Manager explaining the occurrence and providing any other information or explanation concerning the alleged violation(s). The Airport Manager has ten (10) calendar days to respond to any request for review based upon information received from the alleged violator and, if applicable, may revise, amend, or rescind his original violation notice. However, should the Airport Manager, in his discretion, conclude that the alleged violation(s) poses a threat to the safety, health, and welfare of others, may temporarily revoke the violator's Airport privileges and/or temporarily suspend the Airport operations of the violator pending completion of such appeal.
- b. An alleged violator may file a written request of appeal to the City Manager within ten (10) calendar days of the Airport Manager's written decision. The City Manager, along with the City Attorney, and an appointee of the City Manager, who shall be a Department Director but not the Airport Manager, shall schedule a meeting to review and hear an appeal from the Airport Manager's decision. The Committee shall hear the appeal and have thirty (30) calendar days to issue a written opinion which shall be final and binding on the alleged violator.

Appendix A

REFERENCES

Code of Federal Regulations – Title 14 Aeronautics and Space – All Chapters, Current Edition
(commonly called Federal Aviation Regulations – FARs)

Code of Federal Regulations – Title 49 Transportation – Current Edition

Aeronautical Information Manual (AIM) - Current Edition

Chapters 1-10, Appendix 3 Abbreviations/Acronyms, Pilot/Controller Glossary

FAA Order 5190.6B – Airport Compliance Handbook

City of Fernandina Beach Code of Ordinances

Nassau County Code of Laws and Ordinances

State of Florida Statutes as applicable including:

Chapter 163 – Intergovernmental Programs

Chapters 329-333 – Aviation

Chapter 633 – Fire Prevention and Control

National Fire Prevention Association Codes as applicable including:

NFPA Code 403 – Standard for Aircraft Rescue and Firefighting Services at Airports

NFPA Code 407 – Standard for Aircraft Fuel Servicing

NFPA Code 409 – Standard on Aircraft Hangars

NFPA Code 410 – Standard on Aircraft Maintenance

NFPA Code 30 – Flammable and Combustible Liquids Code

State of Florida Administrative Code as applicable including:

Department 9 – Department of Community Affairs

Department 14 – Department of Transportation

Department 17 – Department of Environmental Regulation

Department 62 – Department of Environmental Protection

Fernandina Beach Municipal Airport Minimum Standards for Commercial Activities

Fernandina Beach Municipal Airport Noise Abatement Procedures

Aircraft Owners and Pilots Association (AOPA) - AOPA WATCH

Florida Department of Environmental Protection

State of Florida Aviation System Plan

State of Florida Department of Transportation, “Florida (Aviation) Guidelines”

Navy Helicopter Operations MOU

Local Operations MOUs

Appendix B

DEFINITIONS

The terms below shall have the following definitions for purposes of these R&R. All other terms not defined below and related to aeronautical practices, processes, and equipment shall be construed according to their general usage in the aviation industry.

- Aeronautical Activity – Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

- Agency – Any federal, state, or local government entity, unit, agency, organization, or authority.

- Agreement (or Lease or Hangar Rental Agreement) – A written contract between the City of Fernandina Beach and an entity or person to occupy, use, and/or develop land and/or improvements and engage in aeronautical activity. Such contract shall recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the agreement, rents, fees, and charges to be paid by the entity or person, and the rights and obligations of the respective parties.

- Aircraft – Any contrivance now known or hereafter invented, used, or designed for navigation of or flight in air. Examples of aircraft include, but are not limited to, airplane, glider, rotorcraft, helicopter or gyroplane, balloon, blimp, and ultralight.

- Airport – All land within the legal boundaries of Fernandina Beach Municipal Airport, owned by the City of Fernandina Beach.

- Airport Manager – The individual appointed and authorized by the City of Fernandina Beach to administer and manage all operations of the Airport and Airport facilities.

- Airport Rules and Regulations – Rules and Regulations of the Airport, properly adopted by Resolution of the City Commission of the City of Fernandina Beach, as may be amended from time to time.

- Airport Tenant (Tenant) – Any person or entity based on the property of the Airport possessing an approved lease or agreement with the City; any person or entity with a sublease agreement with an entity based on the Airport possessing a lease or agreement with the City.

- AOA (Airport Operations Area) – The area of the Airport situated within the perimeter fence line, which is used primarily for aircraft parking, taxiing, refueling, landing, takeoff, or surface maneuvering.

- Apron (or Ramp) – A defined area of an Airport intended to accommodate aircraft for the purposes of loading and unloading passengers or cargo, refueling, parking, or maintenance.

- City – The City of Fernandina Beach located in Nassau County, Florida

- Commercial Aeronautical Activity – An activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport and the purpose of such activity being to generate or secure earnings, income, compensation, services, goods, like-kind exchange, or profit of any kind, whether or not such results are accomplished.

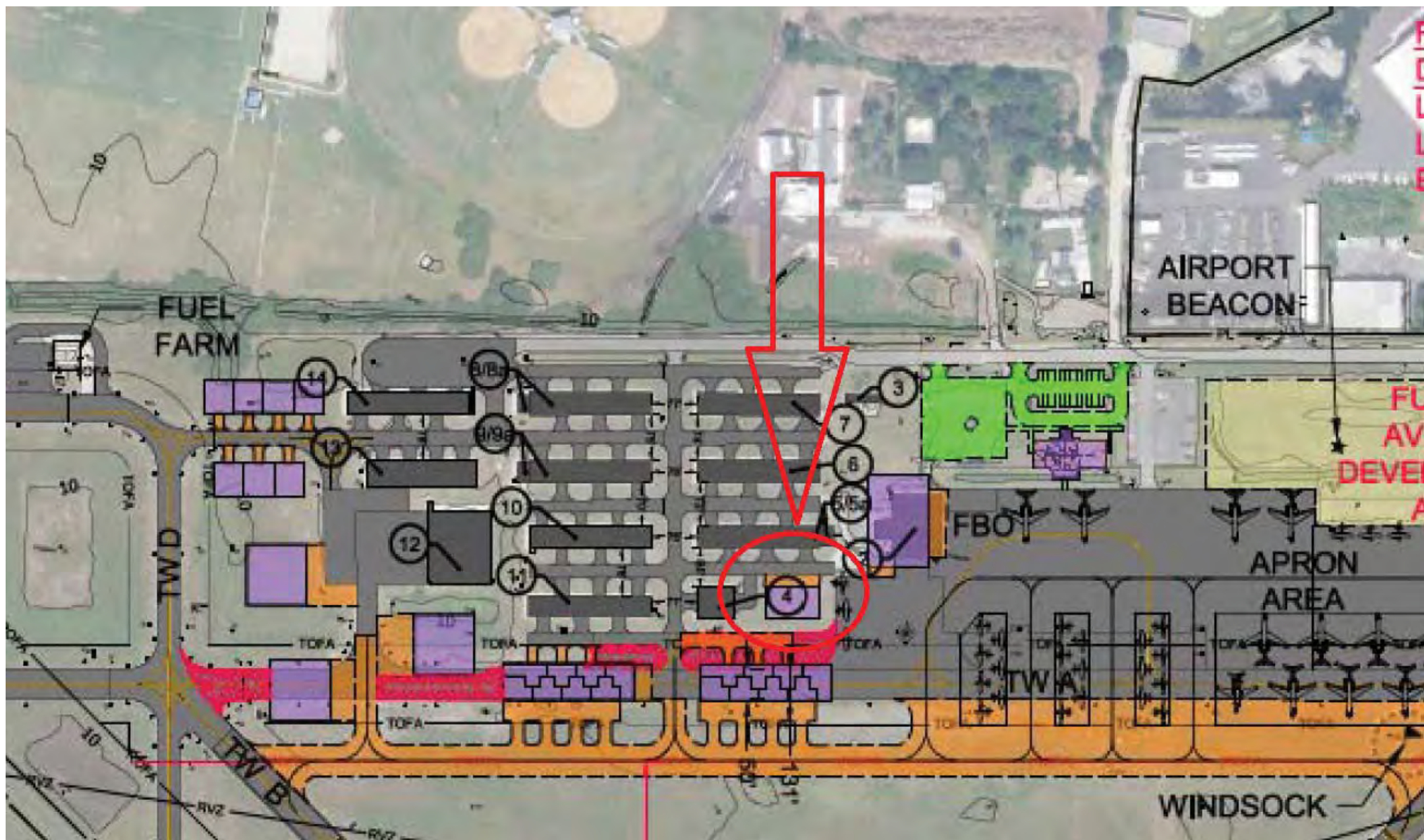
- Emergency Vehicle – Vehicle of the police or fire department, ambulance or any vehicle conveying an Airport official or Airport employee in response to an official alarm call.

- Entity – A person, persons, firm, limited-liability company, corporation, partnership, unincorporated proprietorship, association, or group formed for the purpose of conducting the proposed activity.

Fernandina Beach Municipal Airport Rules and Regulations

- FAA (Federal Aviation Administration) – The federal agency within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.
- FAR (Federal Aviation Regulation) – The federal government rules and regulations governing aviation activity under Code of Federal Regulations – Title 14 Aeronautics and Space.
- Fire Department – Fernandina Beach Fire Department having jurisdiction and responsibility over the Airport.
- Fixed Base Operator (FBO) – A business granted the right by the Airport sponsor to operate on an Airport and provide aeronautical services such as fueling, hangar space, tie-down and parking, aircraft rental, aircraft maintenance, and flight instruction.
- Flammable Liquids – A liquid or agent which when in contact with another property or properties may ignite causing a flame.
- Fuel – Any petroleum product used for the purpose of providing propulsion to an aircraft.
- Fuel Handling – The transporting, delivering, dispensing, storage, or draining of fuel or fuel waste products to or from any aircraft, vehicle or equipment.
- Hazardous Materials – Any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, or board.
- Minimum Standards for Commercial Activities (Minimum Standards) – The qualifications, criteria, and standards established by the City of Fernandina Beach as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport.
- Motor Vehicle (or Vehicle) – Any device that is capable of moving itself, or being moved, from place to place upon wheels, but does not include any device designed to be moved by muscular power or designed to move primarily through the air.
- NFPA (National Fire Protection Association) – All codes, standards, rules, and regulations contained in the standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.
- Operator (Aircraft or Motor Vehicle) – Any person who is in actual physical control of an aircraft or motor vehicle.
- Operating Directive – Specific written documents detailing approved methods of operations as directed and signed by the Airport Manager. Such will become an addendum of the Airport Rules and Regulations.
- Owner – Any person who holds the legal title of an aircraft or a motor vehicle.
- Permission – A right or approval granted by the Airport Manager under authority delegated by City Manager and/or City Commission.
- Person – Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic or any other group acting as an entity, or combination of thereof; and further includes any trustee, receiver, committee, assignee, or other representative or employee thereof.
- Police Department (or Law Enforcement) – Fernandina Beach Police Department having jurisdiction and responsibility over the Airport.
- Public Area (or Common Area) – The land and/or improvements at the Airport that is available for use on a non-exclusive basis and not controlled by any leasehold.
- Regulatory Measures – Federal, state, county, city, and Airport, laws, codes, ordinances, policies, rules and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, the FDOT, NFPA, Airport Minimum Standards, Airport Rules and Regulations, all as may be in existence, hereafter enacted, and amended from time to time.
- Restricted Area – Any area of the Airport wherein entry or use thereof is restricted to authorized personnel only pursuant to regulatory measures, including but not limited to: runways, taxiways, fire lanes, Airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks, and any of the areas marked as such with appropriate signage.

- Run-up – Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.
- Runway – A defined rectangular surface on an Airport prepared or suitable for the landing or taking off of aircraft. Runways are identified by a broken white centerline, solid white edge lines, and white edge lights.
- Self-fueling or self-service – Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling or other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the Airport, a FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein and can be subject to Minimum Standards. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees include activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner. Title 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot.
- Shall (or will or must) – These words are always mandatory.
- Taxi lane – The portion of the aircraft parking areas used for access between taxiways and aircraft parking positions.
- Taxiway – A defined path established for the taxiing of aircraft from one part of an Airport to another. Taxiways are identified by a solid painted yellow centerline and blue edge lights.
- Tie-down Area – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable tie-down points are located.
- UNICOM (CTAF) – A two-way communication system operated by a non-governmental entity on a designated radio frequency to provide Airport advisory information while operating to or from an Airport that does not have a control tower or an Airport when the tower is closed. The Common Traffic Advisory Frequency (CTAF) may be a UNICOM, MULTICOM, Flight Service Station (FSS), or a tower frequency and is identified in appropriate aeronautical publications. While not required for operation at Fernandina Beach Municipal Airport, use is strongly encouraged.



PROPERTY INFORMATION:

- PID#: 06-2N-28-0000-0001-0000
- ACREAGE: XXX ACRES (XXXX SF)
- LOCATION: FERNANDINA BEACH, FL
- FLOOD ZONE: X
- ZONING: I-A
- FUTURE LAND USE: INDUSTRIAL
- PROPOSED USE: AIRCRAFT HANGAR
- MAX BUILDING HEIGHT: 45 FT

DEVELOPMENT REQUIREMENTS:

- MAX IMPERVIOUS AREA: 60%
- PROPOSED IMPERVIOUS AREA: XX%
- MAX FLOOR AREA RATIO (PERCENTAGE): 50%
- PROPOSED FLOOR AREA RATIO (PERCENTAGE): XX%

SETBACK REQUIREMENTS:

- FRONT: 0 FEET
- REAR: 0 FEET
- SIDES: 0 FEET

UTILITIES:

- WATER: CITY OF FERNANDINA BEACH
- SEWER: CITY OF FERNANDINA BEACH
- POWER: F.P.U.

NEAREST FIRE HYDRANT IS 375 FEET
DUE WEST FROM CORNER OF PROPERTY

LANDSCAPING:

- PROPERTY LOCATED WITHIN THE
AIRPORT OPERATIONS AREA (AOA).
STANDARDS REQUIRE ONLY GRASS OR
LOW-LYING VEGETATION FOR UNPAVED
AREAS

PARKING REQUIREMENTS:

- (1) ONE SPACE PER 2,000 SF OF
HANGAR SPACE (MIN. 3 SPOTS REQ'D)
- ADA PARKING SPOT SHOWN
DIMENSIONS ARE 12' WIDE BY 18' STALL
DEPTH

- PARKING SPOTS: 2 & 3 DIMENSIONS
ARE 9' WIDE BY 18' STALL DEPTH

NOTES:

- ROOF RUNOFF TO BE DIRECTED TO
NEAREST SWALE OR STRUCTURE

DRAINAGE CALCULATIONS:

DRAINAGE AREA: XXXX SF
IMPERVIOUS AREA: 7,832 SF

TOTAL LOT RUNOFF:
(XXXX SF)*(0.5")*(1/12 FT/IN) = XXX C.F.

TOTAL IMPERVIOUS AREA RUNOFF:
(7,230 SF)*(1.0")*(1/12 FT/IN) = 603 C.F.

TOTAL TREATMENT VOLUME REQUIRED: 603 C.F.
TOTAL TREATMENT VOLUME PROVIDED: 853 C.F.

SWALE 1[SW-1]: SWALE 2[SW-2]:
TOB: 400 SF TOB: 745 SF
BOP: 170 SF BOP: 391 SF
SIDESLOPE: 3:1 SIDESLOPE: 3:1
STORAGE = 285 C.F. STORAGE = 568 C.F.

LEGEND

CONCRETE ASPHALT

K			
J			
I			
H			
G			
F			
E			
D			
C			
B			
A	AB	11/08/21	OWNER REVIEW
No.	By	Date	Revision

Scale: 1:20

Project Mgr: AG

Designed by: AG

Drawn by: AB

QA/QC: NG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

Certificate of Authorization No. 9332

DO NOT SCALE THIS DRAWING - DIMENSIONS
AND NOTES TAKE PREFERENCE. DRAWING IS
REDUCED IF LESS THAN 22" x 34"

G & A
GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

JOE BITTAKER
FERNANDINA BEACH MUNICIPAL AIRPORT
FERNANDINA BEACH, FLORIDA

NEW HANGAR
SITE PLAN

GEOMETRY PLAN
OPTION 4: CONNECT FROM
EXIST D/W, 14' DEEPER
PARKING THAN OPT. 1

REGISTERED DESIGN PROFESSIONAL

ISSUE DATE: 11/08/21

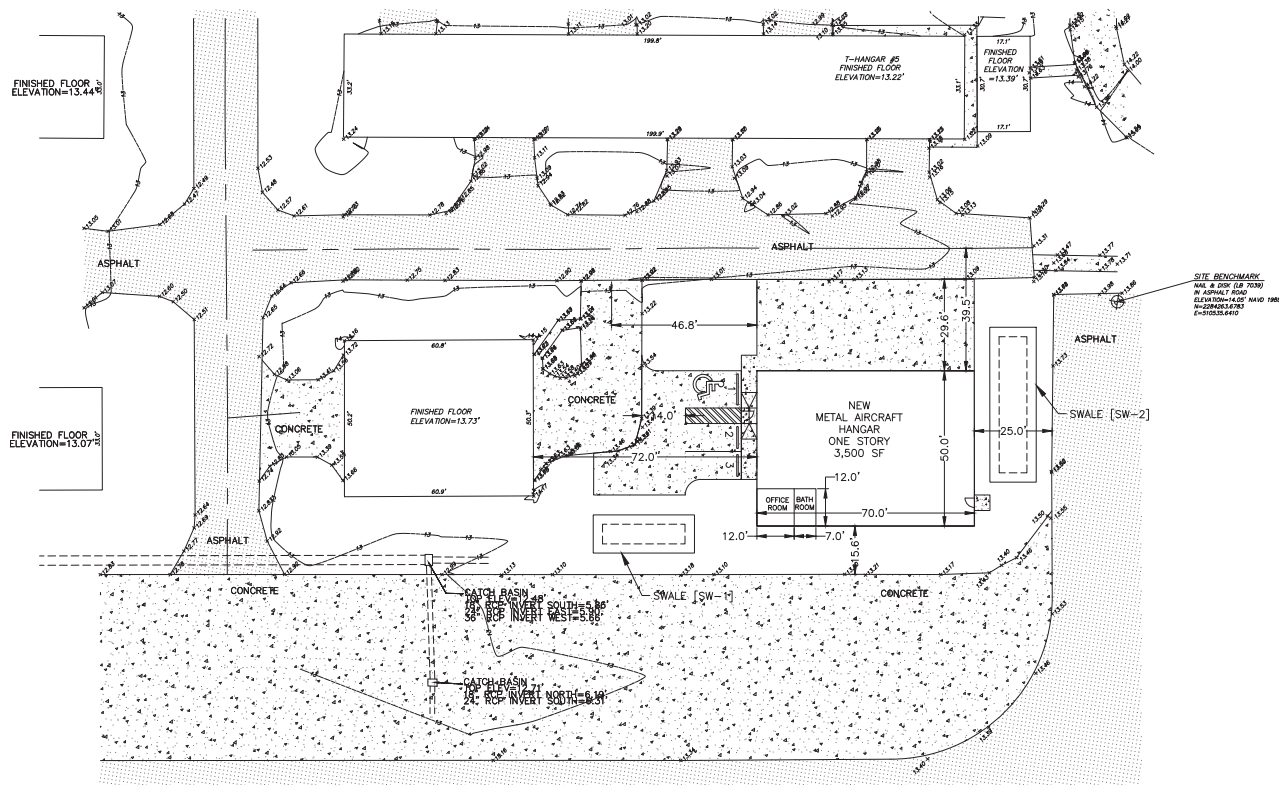
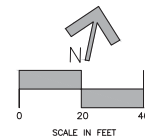
Sheet
GE-1

Page 2 of X

Project No. XX-XX-XX

ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

ISSUE FOR CONSTRUCTION IF APPROVED BY C.O.F.B.





COMPLIANCE LETTER

March 18, 2022

Asa Gillette, PE
Gillette & Associates, Inc.
20 S. 4th Street
Fernandina Beach, FL 32034

Sent Via Email to Project Team

Applicant Name: Asa Gillette, PE
Project Description: Bittaker Airplane Hangar
Location: 700 Airport Rd.
TRC Case Number: TRC-2022-0017

Mr. Gillette,

The City of Fernandina Beach received your revised plan and final plan documents on February 21, 2022. All submitted documents provided were routed to the Technical Review Committee (TRC). The plans were reviewed at a public meeting conducted on February 24, 2022. Based on findings from the Technical Review Committee (TRC) and their review of the plans signed and last updated February 28, the site plan for the above referenced project is hereby approved.

Local Development Orders shall expire twelve (12) months after the date of issuance, which is the date of this letter. Prior to expiration of a local development order, the local development order may be extended for a period not to exceed six (6) months, when a written request is submitted to the City. No more than two (2) such six (6) month extensions shall be issued.

Any revisions to this site plan may require additional review and approval.

If you need further information regarding this compliance report or next steps for this project, please contact me at kgibson@fbfl.org or 904-310-3480.

Sincerely,

A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director of Planning & Conservation

CC: File
TRC Members

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2022-66
Bond Referendum Direction

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-66.

SYNOPSIS: At its January 26, 2022, Goal-Setting Workshop, the City Commission directed the City Manager to prepare a list of projects that require significant funding that would be appropriate for a bond referendum. Staff presented the list at the Commission's March 1, 2022, Workshop, and has since consulted with bond counsel and reviewed deadlines for submission to the Supervisor of Elections for placing ballot items. This Resolution provides the City Manager direction regarding which projects should be presented.

This item was considered at the City Commission meeting on April 5, 2022, and was postponed to the April 19, 2022, meeting.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-66.

Pauline Testagrose, Comptroller	4/7/2022
Katie Newton, Legal Assistant	4/8/2022
Dale Martin, City Manager	4/11/2022
Tammi E. Bach, City Attorney	4/12/2022

Date: April 08, 2022

Submitted By: Monica Benischek, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2022-66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, DIRECTING THE CITY MANAGER TO PREPARE A RESOLUTION FOR A BOND REFERENDUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at its January 26, 2022, Goal-Setting Workshop, the City Commission directed the City Manager to prepare a list of projects that require significant funding that would be appropriate for a bond referendum; and

WHEREAS, staff presented the list at the Commission's March 1, 2022, Workshop, attached hereto as Exhibit A; and

WHEREAS, staff has consulted with bond counsel and reviewed deadlines for submission to the Supervisor of Elections for placing ballot items; and

WHEREAS, the City Manager requires further direction regarding which projects and the desired bond amount to be presented.

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

SECTION 1. The City Commission hereby directs the City Manager to prepare a resolution for a bond referendum in the amount of \$_____.

SECTION 2. The City Commission hereby directs the City Manager to incorporate the following projects in the proposed bond referendum: _____, _____, _____, _____

SECTION 3. This Resolution becomes effective immediately upon passage.

ADOPTED this 5th day of April, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Waterfront Stabilization Project

Project will consist of completing the Amelia River Waterfront Stabilization design and construction from the southern end of the project at the Rayonier site to parking Lot D and from the existing boat ramp north of parking Lot C to the City's Vituro property. The work to be performed will involve the planning, design, permitting, and construction. Critical components of the construction phases of the project will involve resolution of the Brett's Waterway Café location and the adjustment of the resiliency wall to accommodate the exclusion of the Simmons property north of parking Lot A.

This project consists of only the resiliency work and does not include the development of the interior property aspects of the waterfront

CITY OF FERNANDINA BEACH
PRELIMINARY BUDGETARY OPINION OF PROBABLE COST

DESCRIPTION: RESILIENCY BULKHEAD NORTH OF LOTS C & D

Prepared By: CLG	12/22/2021
------------------	------------

12/22/2021

[illegible]

CLARIFICATIONS/ASSUMPTIONS: Quantities and unit prices shown are preliminary based on concept and details

Downtown Revitalization Project

Project will consist of the renovation and revitalization of the downstreet districts streetscape and infrastructure. The area to be renovated extends from Front Street to 8th Street and from Ash Street to Alachua Street and involves sidewalk replacement and upgrade, new landscaping and irrigation, lighting, street re-surfacing, new signage, and utility upgrades.

CITY OF FERNANDINA BEACH
PRELIMINARY BUDGETARY OPINION OF PROBABLE COST

DESCRIPTION: DOWNTOWN REVITALIZATION

Prepared By: CLG
12/22/2021

12/22/2021

[illegible]

CLARIFICATIONS/ASSUMPTIONS: Quantities and unit prices shown are preliminary based on concept and details

City Hall Renovation Project

The existing City Hall building has incurred numerous renovations and alterations throughout the last hundred years and due to deferred major maintenance continues to exhibit deterioration to an extent that its serviceable life is compromised and has created several issues relating to life safety and code compliance.

Significant renovations and upgrades are required to provide continual use of the building for City Services including, but not limited to, structural repairs, accessibility, air and energy quality upgrades, weatherproofing and interior/exterior finishings. While this project involves the repair and renovation to the existing City Hall Building, the intent is to adapt these renovations and/or project scope based on the City's consultant's, Silling Architects, final recommendations.

CITY OF FERNANDINA BEACH
PRELIMINARY BUDGETARY OPINION OF PROBABLE COST

DESCRIPTION: CITY HALL RENOVATIONS

Prepared By: CLG	2/22/2022
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2/22/2022

[illegible]

CLARIFICATIONS/ASSUMPTIONS: Quantities and unit prices shown are preliminary based on concept and details

Walking Trails/ Pedestrian Accessibility Project

There is a growing desire in the City to improve the walkability and access for pedestrians and cyclists within the downtown corridors. Installation of sidewalks/trails connecting neighborhoods and commercial activities primarily along the City-owned 14th Street right-of-way and adjacent streets such as Beech Street to the downtown area are needed to improve pedestrian access.

This project would encompass many of the features outlined in the Downtown Revitalization Project Scope such as sidewalks that would allow incorporating together to combine available funding.

The City Commission of the City of Fernandina Beach, Florida, met in a Goal Setting Workshop on Wednesday, January 26, 2022, at 8:00 AM at the Fernandina Beach Municipal Golf Course. Present were Mayor Michael A. Lednovich presiding, Vice Mayor Len Kreger, Commissioners Bradley A. Bean, Chip Ross, and David Sturges. Also in attendance were City Clerk Caroline Best, City Attorney Tammi Bach, and City Manager Dale Martin.

Mayor Lednovich called the meeting to order, and Vice Mayor Kreger led the Pledge of Allegiance to the Flag.

5. REVIEW GOALS: Biz Help Consulting owner Ms. Cindy Jacoby facilitated discussion regarding goals and recent successes which Commissioners identified as: passing a sound ordinance; preservation of e-bike usage on Egan's Creek Greenway; mask mandate removal; grants obtained for beach walkovers and beach habitat preservation; waterfront infrastructure underway; Brett's Waterway Café deck assessment; rollback rate adopted; A-5 stormwater project; Charter revisions; accessory dwelling units; Main Beach board walk completed; no variance for height restriction at the Beach; no variance to fill wetlands; Charter changes that prevent the sale of recreation or conservation land; removing trash cans from the beach and providing new trash receptacles at beach accesses; Peck Center funding and preservation; obtaining Tourist Development Council funding for beach cleaning; rebuilding the Marina; securing new Marina management; sidewalk installed on the east side of the railroad tracks between Ash and Center Streets; funding in place for Front Street utilities to go underground; funding and getting ready construct storm water protection on Ash and Alachua Streets; agreement with the railroad to open, design; funding in place to build the Alachua Street crossing, designing; funding and building for flood protection and river walk at parking lots C & D; designing, funding and getting ready to build the intersections at Front Street and Center and Ash Streets; approval to move the channel.

6. WAGES: Human Resources Director Denise Matson gave a presentation identifying issues associated with recruiting and retaining City staff in today's job market. She explained no adjustments to salary ranges have been made in over thirteen years. Turnover from 2018-2020 exceeded twenty percent with most reasons for leaving involving pay, in the last fiscal year, the rate increased to twenty-seven percent. In comparison, the state average turnover is ten percent. The average length of service for those employees leaving the City is less than three years.

Ms. Matson explained the Covid-19 pandemic significantly altered the labor market. The state unemployment rate reported in December 2021 was 3.9 percent. Because of the City's inability to offer competitive salaries, vacant positions are advertised for weeks or months until they can be filled. She presented a 5-tiered action plan that the City is pursuing to address personnel issues. Tiers 1 and 2 have already been implemented: raising the minimum wage last October to \$15/hour and effective January 1, 2022, adjusting salaries of employees who serve critical needs to support City operations (Maintenance Technicians, Mechanics, Heavy Equipment Operators, Water and Wastewater Plant Operators). The remaining tiers require action by the Commission, including revising the Pay and Classification Plan effective April 1 for all employees, except Directors.

Commissioner Ross supports the tiered plan but expressed reservations due to the estimated \$2,000,000 from the General Fund to pay for wage adjustments. Vice Mayor Kreger stated the City must remain competitive and supports looking at Director salaries. ***The Commission collectively agreed to support measures to raise the City budget by \$2M in 2022/2023 which will be voted on their February 15, 2022, Regular Meeting.*** Mayor Lednovich concluded the discussion by stating, "This goal will be funded."

7.1 GENERAL OBLIGATION BOND CONSIDERATIONS: City Manager Dale Martin explained there is not enough money in the budget to fund all the City's capital needs. He reminded Commissioners that in the past they discussed issuing a General Obligation Bond (GOB) to at least fund some of the identified needs ranging from beach walkovers to streets to waterfront resiliency. The three biggest groupings of needs: completion of the Amelia River seawall and associated pedestrian walkways (\$20M est.); rejuvenating and repairing downtown infrastructure, to include sidewalks, lighting, landscaping (\$20M est.); and replacing or repairing City Facilities (\$20M est.). Commissioner Bean also added trails to the list. ***Commissioners agreed on the need to continue investigating the mechanics and implications of bonding. Consensus was that any bond should not exceed \$25 million.*** City Staff was tasked to develop hard estimates for elements included in the three major groupings of needs to allow the Commission to select which projects would be covered by money raised via the GOB.

Referred to as the "Smorgasbord of capital needs," this information will be provided to the Commission in March at which time Commissioners will select which projects, if any, should be funded via bonding. ***Commission consensus was to direct staff an itemized list of improvements and their costs from all three areas: City assets, downtown improvements, seawall, and resiliency by March 1, 2022***

Should the Commission decide to go forward with a GOB, their recommendation to do so would go before the voters on a referendum, probably this November. City Attorney Tammi Bach reminded Commissioners that should they decide to proceed with a voter referendum, the City is prohibited from advocating for or against its passage. Any lobbying on the referendum's behalf must be conducted by individuals or outside groups.

Language for the proposed bond question must be received by the Nassau County Supervisor of Elections by July 19 to appear on the November ballot.

7.2 AMERICAN RESCUE PLAN FUNDING: City Manager Martin noted the availability of approximately \$6.5M for capital improvements under the American Rescue Plan (ARP). The City has committed \$4.1M of that to water and wastewater improvements, but the remainder has not yet been committed. City Manager Martin advised

MINUTES

City Commission Goal Setting Workshop

January 26, 2022

Page 2 of 2

Commissioners that the Treasury Department has issued new rulings that give localities greater flexibility in spending that money.

8. LUNCH BREAK: 11:45AM – 1:00 PM

9. WATERFRONT: Commissioners discussed the need, if any, for a waterfront plan, whether commercial activities should be allowed in the proposed park, and the future of Atlantic Seafood. Discussion ensued regarding the previously first approved then disapproved waterfront park plan. ***Consensus was that neither City residents, nor the Commissioners, desire new commercial development in what will be the park area south of the boat ramp.*** The exception was Atlantic Seafood, which must move to make way for the new seawall/walkway. After additional discussion, ***Commissioners agreed they would support a new Atlantic Seafood facility south of the boat ramp, limited to 1,500 square feet and up to a 500 square foot deck. The City Manager and the City Attorney were directed to communicate the Commission's position on size of a new structure to Atlantic Seafood owner/proprietor Ms. Ann Coonrod.***

10.1 DREDGING OPERATION COSTS: The need for Marina, dredging continues despite its recent reconfiguration. The next dredging cycle, scheduled for fall 2022, has been budgeted at \$650K. City Manager Dale Martin reported that in consultation with Oasis Marinas, plans to replace the existing boaters' facilities building have been postponed so that money can be reprogrammed to dredging.

Commissioners discussed among themselves and with Oasis representatives' possible ways to lower the costs of regular dredging. Marina Manager Taylor Fitzsimmons and Oasis representative Eric Bradley reported that Fernandina Beach is one of Oasis' most important properties. Currently there are forty-two long term slip holders with a waiting list of seventy-five. When asked how their other marinas cover dredging costs, Oasis responded that it is built into their business plan. ***The Commission asked Oasis Marina's to provide a plan on how Marina revenues, from long term slip holders and transients, could help offset dredging expenses by April 1, 2022.***

10.2 DEBT RESOLUTION: Commissioners discussed how Marina debt may be lowered: currently \$14M in debt; \$10M owed to banks and the remainder to the City's Utility Fund. Servicing the debt costs \$715K each year. The anticipated \$7M reimbursement from FEMA will be applied, thereby cutting the debt in half. Commissioners also discussed wiping out the internal loan that has been borrowed from the City's Utilities Fund. ***The Commission will formally discuss resolving the debt to the Utilities Fund at a future meeting. Additional debt resolution discussion culminated in directing the Utilities Director Andre Desilet to provide a financial report by February 15, 2022.***

10.3 INSURANCE: It would cost the City \$362K each year to insure the Marina against damage from wave action generally caused by hurricanes. This would be a significant cost without which FEMA could refuse to fund

repairs to future hurricane damage. ***Commissioners directed the City Manager to direct an appeal to the state for a waiver of this requirement by March 1, 2022.*** If granted, the waiver will clear the way for possible future assistance from FEMA should the Marina receive significant damage during a storm.

11. AFFORDABLE HOUSING: Vice Mayor Len Kreger reminded Commissioners that the City's Comprehensive Plan requires the City to contain a variety of housing. Other than Habitat for Humanity, there is no program to address the housing needs of low-income workers in the City.

Commissioner Sturges noted the lack of available property in the City to build housing for middle to low-middle income earners. He suggested that the City's current inventory of public housing covers approximately ten acres. If the City could secure permission from HUD to build upwards over existing housing, the amount of housing available to low-income families could double. ***City Attorney Tammi Bach noted that such a move would involve an increase in density and agreed to check with HUD on the City's ability to build more low-income housing atop existing housing.***

15. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 1:41PM.

ATTEST:



Caroline Best
City Clerk



Michael A. Lednovich
Mayor-Commissioner

RESOLUTION NO. 2001-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AUTHORIZING THE ISSUANCE, SUBJECT TO THE ELECTION HEREIN PROVIDED FOR, OF NOT EXCEEDING SIX MILLION DOLLARS (\$6,000,000) OF A GENERAL OBLIGATION BOND OF FERNANDINA BEACH, FLORIDA, TO PURCHASE AND PRESERVE NATURAL AREAS, TO IMPROVE CITY PARKS, RECREATION CENTERS, AND THE EGANS CREEK GREENWAY, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach is on a barrier island and, as such, is blessed with irreplaceable natural resources such as Egans Creek, salt marshes, the Amelia River, maritime hammock, beaches and dunes; and

WHEREAS, it is in the best interest of the citizens of Fernandina Beach that all appropriate actions be taken to protect these resources for future generations; and

WHEREAS, the City of Fernandina Beach, is experiencing dramatic growth, due to development, and the City's population is expected to continue to grow; and

WHEREAS, the City of Fernandina Beach recognizes the importance of planning for future growth; and

WHEREAS, the development of new residential subdivisions and extended commercial and industrial facilities diminishes natural areas and open space within the city; and

WHEREAS, an increasing population increases the demand on city parks and impacts the quality of life of our citizens; and

WHEREAS, time is of the essence to purchase and preserve natural areas and open space, and to improve city parks, recreation centers and the Egans Creek Greenway; and

WHEREAS, a long-term financial commitment to managing public land must accompany any new land acquisition program to ensure that natural resources are protected and that the public has a opportunity to enjoy the lands to their fullest potential; and

WHEREAS, the City Commissioners of Fernandina Beach desire to submit to the qualified electors of Fernandina Beach the question as to whether or not a General Obligation Bond should be issued to pay for the purchase and preservation of such lands, parks and recreation centers, as herein provided; and

WHEREAS, it is consistent with the Florida State Comprehensive Plan, the Regional Policy Plan adopted by the Northeast Florida Regional Planning Council, and the City of Fernandina Beach Comprehensive Plan to purchase, preserve, restore, improve and passively use natural lands in the City of Fernandina Beach, Florida.

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

Section 1. Findings and Determination. The City Commission of Fernandina Beach, Florida (the "Commission"), hereby finds and determines that the recitals set forth herein are true and correct and adopts the same as its findings and determinations.

Section 2. Authorization for this Resolution. This Resolution is adopted pursuant to the City Of Fernandina Beach Charter, Chapter 100, Florida Statutes (2000), §101.161, Florida Statutes (2000), Chapter 166, Florida Statutes (2000), Article VII, Section 12, Florida Constitution (1968), and other applicable provisions of law.

Section 3. Bond Referendum Election to PURCHASE AND PRESERVE NATURAL AREAS, TO IMPROVE CITY PARKS, RECREATION CENTERS, AND THE EGANS CREEK GREENWAY, ALL BEING FOR PUBLIC PURPOSE.

(a). Bond Referendum Election. A Bond referendum election of qualified electors residing in Fernandina Beach is hereby called to be held, along with the duly held general election, on Tuesday, April 10, 2001, to determine whether or not the issuance of General Obligation Bonds in a principal amount not to exceed Six Million Dollars (\$6,000,000) maturing at such time not exceeding twenty (20) years from its date as may be determined by the Commission and bearing interest at a rate not exceeding the legal rate, as shall be determined at the time of the sale thereof, and to be payable from unlimited ad valorem taxes on all taxable property in the City of Fernandina Beach, Florida, shall be approved by such qualified electors, for the purpose of providing funds, together with any other available funds, to pay the cost of acquisition, preservation, and restoration of Natural Areas remaining in the City, improving city parks, recreation centers, and the Egans Creek Greenway, together with the acquisition of any necessary land and improvements.

(b). Proceeds from the issuance of the bond shall be appropriated for the following purposes in approximately the following amounts:

Acquisition of land for Egans Creek Greenway	\$2,900,000.
Acquisition of other Natural Areas	950,000.
Acquisition of land for neighborhood parks	450,000.
Acquisition of expanded beach accesses	450,000.
Improvements to City Parks and Recreation Centers	450,000.
Design/construct improvements to Egans Creek Greenway	250,000.
Improvements to new parks and Natural Areas (Trails, boardwalks, restrooms, signage, parking etc.)	250,000.
Administrative/issuance costs	300,000.

(c). As to the term "Natural Areas," these lands are described as mostly undeveloped, environmentally important, unique or irreplaceable which are valued ecological resources.

(d). The City may, at its discretion, utilize proceeds from the bond, which are not required to be used for the particular project for which the bond was issued, for any park project listed above or for any other park facilities, equipment or project, as determined by the Commission.

(e). Priority Acquisition List. A priority list of lands to be acquired, as approved by the City Commission January 9, 2001, is available, as a matter of public record, at the City Clerk's Office in City Hall.

Section 4. Authorization of Bonds. Subject and pursuant to the provisions hereof, General Obligation Bonds of the City of Fernandina Beach, Florida, are authorized to be issued in the aggregate principal amount of not exceeding SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) to finance the cost of the purposes generally described in Section 2 of this Resolution, including allocations for administrative costs, legal fees, fees of fiscal agents and all other costs associated with the issuance of the bonds. Such General Obligation Bonds may be issued in one or more series and shall be payable from unlimited ad valorem taxes on all taxable property in the City of Fernandina Beach, Florida. None of the bonds shall be issued for a longer term than twenty (20) years from the date of issuance of the first series of such Bonds and shall bear interest at such rate or rates not exceeding the maximum rate permitted by law at the time of the sale of the Bonds.

Section 5. Places of Voting. A referendum election shall be held on April 10, 2001, between the hours of 7:00 a.m. and 7:00 p.m., at the same polling places established in Fernandina Beach for the April 2001 City Commission election, for the purpose of submitting to the qualified voters of Fernandina Beach, Florida, the question on whether or not such a bond shall be issued. All qualified electors residing in the City shall be entitled and permitted to vote in such Bond Referendum election.

Section 6. Official Ballot. The form of ballot to be used shall be in substantially the following form:

OFFICIAL BALLOT
CITY OF FERNANDINA BEACH, FLORIDA
BOND REFERENDUM ELECTION - APRIL 10, 2001

NATURAL AREAS, NEIGHBORHOOD PARKS, AND EGANS
CREEK GREENWAY PERSERVATION MEASURE.

To purchase and preserve Natural Areas, improve city parks, recreation centers, and the Egans Creek Greenway, and to seek matching funds from state programs for these purposes, shall the City of Fernandina Beach be authorized to issue general obligation bonds in an amount not exceeding \$6,000,000, with interest not exceeding the maximum

legal rate, with a maturity not exceeding twenty years, payable from unlimited ad valorem taxes, with project spending subject to annual independent audit?

_____ FOR BONDS

_____ AGAINST BONDS

Section 7. Absentee Voting. The form of ballot to be used in the election for absentee voters shall be substantially the form provided in Section 6 above.

Section 8. Printing of Ballots. The City Clerk of Fernandina Beach is hereby authorized and directed to have printed on plain white paper a sufficient number of the aforesaid ballots for use of absentee electors entitled to cast such ballots in such bond election and shall also have printed ballots for the bond election; and, further, is authorized and directed to make appropriate arrangements for the conduct of the election at the polling places specified.

Section 9. Election procedure. The City Clerk shall hold, administer and conduct the Bond referendum election in the manner prescribed by law for holding elections in the City. Returns shall show the number of qualified electors who voted at such bond election on the proposition and the number of votes cast respectively for and against approval of the proposition. The returns shall be canvassed in accordance with law.

Section 10. Election results. If a majority of the votes cast in respect to the aforestated proposition shall be "For Bonds," such proposition shall be approved and then the particular Bonds, the issuance of which shall be thereby approved, shall be issued as hereafter provided by the City. If less than a majority of the votes cast shall be "For Bonds," such proposition shall be defeated and no Bonds may be issued and no ad valorem tax shall be levied therefore.

Section 11. Notice of Bond Referendum Election. There shall be at least 30 days' notice of the election in the NewsLeader or any newspaper of general circulation in the county, district, or municipality, as the case may be. The publication shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held, pursuant to §100.342, F.S. (2000).

The notice of election shall be substantially in the following form:

NOTICE OF BOND REFERENDUM
CITY OF FERNANDINA BEACH, FLORIDA,
ON APRIL 10, 2001

APPROVAL OF A GENERAL OBLIGATION BOND
TO PURCHASE AND PRESERVE NATURAL AREAS,
TO IMPROVE CITY PARKS, RECREATION
CENTERS, AND THE EGANS CREEK GREENWAY,
ALL BEING FOR PUBLIC PURPOSE.

NOTICE IS HEREBY GIVEN THAT A CITY OF FERNANDINA BEACH, FLORIDA, BOND REFERENDUM will be held on the 10th day of April, 2001, in the City of Fernandina Beach, Florida, for the purpose of determining whether or not General Obligation Bonds shall be issued by the City of Fernandina Beach in a principal amount not to exceed Six Million Dollars (\$6,000,000) maturing at such time not exceeding twenty (20) years from its date as may be determined by the Commission and bearing interest at a rate not exceeding the legal rate, as shall be determined at the time of sale thereof, and to be payable from unlimited ad valorem taxes on all taxable property in the City of Fernandina Beach, for the purpose of providing funds, together with any other available funds, to pay the cost of acquisition, preservation, and restoration of Natural Areas remaining in the City, improving city parks, recreation centers, and the Egans Creek Greenway, together with the acquisition of any necessary land and improvements.

Proceeds from the issuance of the bond(s) shall be appropriated for the following purposes in approximately the following amounts:

Acquisition of land for Egans Creek Greenway	\$2,900,000.
Acquisition of other Natural Areas	950,000.
Acquisition of land for neighborhood parks	450,000.
Acquisition of expanded beach accesses	450,000.
Improvements to City Parks and Recreation Centers	450,000.
Design/construct improvements to Egans Creek Greenway	250,000.
Improvements to new parks and Natural Areas (Trails, boardwalks, restrooms, signage, parking etc.)	250,000.
Administrative/issuance costs	300,000.

A priority list of lands to be acquired, as approved by the City Commission January 9, 2001 are available, as a matter of public record, at the City Clerk's Office. A copy of the priority list is also available for review at the Fernandina Beach library, and the City Police Station.

The polls will be open at the voting places on April 10, 2001 for the bond election from 7:00 a.m. to 7 p.m. on the same day, all as provided in Resolution No. 2001-14 adopted by the City Commission of the City of Fernandina Beach, Florida, on January 9, 2001, which is a matter of public record, and may be obtained from the City Clerk's Office.

All qualified electors residing within the City of Fernandina Beach shall be entitled and permitted to vote at such election.

City of Fernandina Beach, Florida

James D. Rodeffer, Mayor-Commissioner

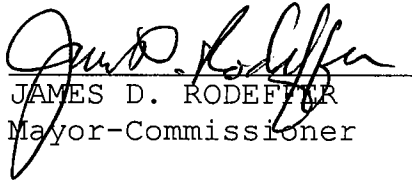
Section 12. Severability. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

Section 13. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 9TH day of January, 2001.

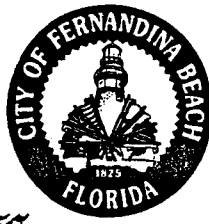
ATTEST:

CITY OF FERNANDINA BEACH


JAMES D. RODEFFER
Mayor-Commissioner

ATTEST:


MARY L. MERCER
City Clerk



City of Fernandina Beach

OFFICE OF THE CITY ATTORNEY

cc: CA opinion file
CC opinion file
LA opinion file
CM opinion file
(initials)

MEMORANDUM

March 15, 2002

TO: ROBERT T. MEARNS, CITY MANAGER

FROM: A. JEFFREY TOMASSETTI, INTERIM CITY ATTORNEY (J.T.)

RE: USE OF PROCEEDS FROM THE 2001 \$6,000,000 GENERAL
OBLIGATION BOND
City Attorney Opinion No. 2002-07

CC: CITY COMMISSION

On January 9, 2001 the City of Fernandina Beach adopted Resolution 2001-14 for the issuance of a six million dollar obligation bond to purchase and preserve natural areas, to improve city parks, recreation centers, and the Egans Creek Greenway. The primary purpose of the "Greenway" bond was to purchase and improve the Greenway recreational area and other parks and recreation centers in Fernandina Beach. During the public hearings and consideration of this bond the City Commission approved a priority list of the proposed real estate purchases that was presented to the public. I have enclosed a copy of that list for your review.

I have been asked to render an opinion as to whether this bond money can be used to purchase property owned by Rayland adjacent to Hickory Street Park to be utilized as a recreation ball field. Resolution 2001-14 provides that proceeds from the bond shall be appropriated for various purposes. Among those purposes listed are acquisition of land for neighborhood parks and improvement to City Parks and Recreation Centers. In addition, section 3(d) of Resolution 2001-14 provides, "the City may, at its

discretion, utilize proceeds from the bond, which are not required to be used for the particular project for which the bond was issued, for any park project listed above or for any other park facilities, equipment or project, as determined by the Commission."

Therefore, the City Commission can legally use the bond proceeds for the purchase of ball field property. I will point out, however, that this property is not on the priority list as approved by the City Commission.

Also, there was an inquiry as to whether the bond proceeds could be used for the beach renourishment project. Technically speaking, an argument could be made that proceeds from the bond issue could be used for beach renourishment, however, I do not believe this was in the contemplation of anyone at the time that the bond was approved by the public.

The City Commission has approved a Professional Service Agreement with Bellomo-Herbert & Company, Inc. for a Parks and Greenway Master Plan that is currently underway; one purpose of which is to help the City utilize the bond funds allocated for improvements to the Greenway, Parks and Recreation Centers in an effective manner. The development of the master plan is scheduled to be finalized by August 28, 2002, and will include input from the citizens that will be obtained through two public workshops per the contract documents. I would suggest that the City move forward toward fulfilling the priority list so that bond funds do not become disbursed into many unrelated areas.

Attachments: Resolution No. 2001-14 Agenda Packet

AJT/tlh



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Placing General Obligation Bond on April 10, 2001.

DEPARTMENT: City Manager

ATTACHMENTS: ☐ Ordinance ☒ Resolution ☐ Budget Resolution
☐ Other ☐ Support Documents Available in City Manager's Office

SUMMARY: Attached are revised versions for review by the City Commission, before the Tuesday, January 9, 2001, Special Meeting. Included: 1) the question as it would appear on the ballot, and 2) Resolution 2001-14 which, if passed, will place the question of issuing general obligation bonds on the April 10, 2001 city election ballot. Please note that the amounts designated for dispersal have been changed to accommodate the cost of issuing the bond. 3) The list of parcels to be purchased, if the bonds are approved and the owners are willing to sell.

1) The ballot language has undergone some changes since the first draft. State law restricts the title to 15 words, and the explanation to 75 words. The language itself is somewhat different, due to the Trust for Public Lands experience with previous such initiatives in Florida.

2) Resolution No. 2001-14 is longer than the first draft, as it outlines election requirements, and includes the full text of a notice of election to published prior to the referendum.

3) The list of parcels to be purchased remains the same as the revised list sent to the Commission December 22, 2001.

RECOMMENDED MOTION: Approve Resolution No. 2001-14.

DEPARTMENT HEAD	Submitted: Andy Barton <i>AMB</i> Susan Laird Requested Agenda	Date: 1/5/01 Date: 1/10/01
FINANCE DEPARTMENT	Approved as to Budget Requirements <i>CLD</i>	Date: 1-08-01
CITY ATTORNEY	Approved as to Form and Legality <i>WPP</i>	Date: 1-08-01

Susan Laird
Projects Manager
City of Fernandina Beach
P.O. Box 668
Fernandina Beach, FL 32035-0668

Memo

To: Andy Barton, City Manager
From: Susan Laird, Projects Manager
Re: The General Obligation Bond, the Comprehensive Plan and Vision 2000
Date: January 8, 2001

Since the proposed General Obligation Bond is a 20-year commitment and \$6,000,000, I thought looking at how it will help meet the goals of the Comprehensive Plan and Vision 2000 would be appropriate.

Comprehensive Plan objectives that will be met, in full or in part, if the City voters approve the GOB in April, 2001.

1. Objective 2.05. BICYCLE AND PEDESTRIAN WAYS
2. Objective 4.03. POTABLE AND GROUNDWATER RESOURCES
3. Objective 4.06 WATER, SEWER AND DRAINAGE
4. Objective 5a.01. PUBLIC BEACH ACCESS
5. Objective 5a.02. DUNE PRESERVATION
6. Objective 5a.03. HURRICANE EVACUATION
7. Objective 5a.05 COASTAL PROTECTION
8. Objective 5b.02. FLOODPLAINS, UPLANDS AND WETLAND COMMUNITIES
9. Objective 5b.03 STORMWATER
10. Objective 5b.04. ACQUISITION AND PRESERVATION
11. Objective 5b.05 THREATENED AND ENDANGERED SPECIES
12. Objective 6.02 ACCESS TO RECREATIONAL AREAS
13. Objective 6.03 OPEN SPACE
14. Objective 6.04 ACQUISITION OF LANDS (recreation)

Vision 2000 objectives that will be met, in full or in part, if the City voters approve the GOB in April, 2001.

Tourism and Beaches

1. Improve, complete, and add beach accessed at dune walkovers.

2. Enhance and develop Seaside and North Beach Parks.
3. Endorse the execution of the plan of the Main Beach Planning Committee.

Environmental Resources

1. Enact and/or enforce laws for the protection of the city's unique natural environment and critical ecosystems, to include its dunes and beaches, wetlands and hammocks, trees, open green spaces, and wildlife habitats.
2. Identify unique barrier island habitat and establish structures to preserve wildlife.
3. Conduct a land assessment for purposes of maintaining open green spaces.
4. Create events that will encourage both the acquisition, and later safe use of these properties, and will promote better environmental practices for the future.
5. Promote ecotourism.

Neighborhoods and housing.

1. Hire and use professional grant writers for affordable housing, beautifying neighborhoods and recreational/community programs.
2. Have government (city planning department) evaluate and plan lighting, bicycle paths, road paving and green areas, as well as growth limitations.

Economic development

1. Create and enhance a healthy and attractive environment.
2. Maintain and improve programs to ensure a high quality of life through recreation, education, environment, employment and transportation improvements.

Recreation and leisure/arts and culture

1. Improve and add recreation facilities and programs.
3. Improve and increase sidewalks, trails and city/island bike paths.

Transportation/Traffic/Public Infrastructure

1. Increase number of jogging and bicycle paths.
2. Finish Main Beach in accordance with committee plans.

Proposed Ballot Language
BOND REFERENDUM ELECTION
April 10, 2001

NATURAL AREAS, NEIGHBORHOOD PARKS, AND
EGANS CREEK GREENWAY PRESERVATION
MEASURE.

To purchase and preserve Natural Areas, to improve city parks, recreation centers, and the Egans Creek Greenway, and seek matching funds from state programs for these purposes, shall the City of Fernandina Beach be authorized to issue general obligation bonds in an amount not exceeding \$6,000,000, not exceeding the maximum legal rate of interest, with a maturity not exceeding twenty years, payable from unlimited ad valorem taxes, with project spending subject to annual independent audit?

_____ FOR BONDS

_____ AGAINST BONDS

Environmentally Sensitive/Greenway Contiguous

Parcel	Description	Proposed Use	Value	Tax ID Number	Map	Notes
S. Fletcher Dunes (Powell)	Dunes; vacant residential	Greenway	1,300,000	00-00-31-1460-0072-0000 00-00-31-1460-0073-0000	7C/31N	FCT
North of Sadler; West Boundary of Greenway (Lee)	Vacant residential	Greenway	350,000	29-3N-28-0000-0001-0000 29-3N-28-0000-0001-0010	6C/36N	City purchase
1st Ave. south of Cleveland (Paul Burns)	Coastal scrub & live oak hammock; vacant residential	Greenway	900,000	20-3N-29-0000-0014-0030	7C/31N & 7C/31S	Office of Greenways & Trails
1st Ave. at Greenway (Odom)	Dunes; 10.79 acres vacant residential	Greenway	<i>161,850</i>	20-3N-29-0000-0014-0020	7C/31N	FCT (future application)
North of Amelia Trace (Sell Realty)	Live oak hammock; vacant residential	Greenway	270,000	20-3N-29-0000-0014-0140	7C/31N & 7C/31S	FCT
1st Ave. north of Jefferson & J. Burns) (C.	Coastal scrub & live oak hammock; vacant residential	Greenway	630,000	00-00-31-1540-0019-0020 20-3N-29-0000-0014-0000	7C/31N	FCT
FBHS West of Greenway (Rayonier)	13.51 acres	Greenway; other recreation	438,750	00-00-31-1180-0020-0000 00-00-31-1180-0052-0000	6C/25N	FCT
Altoona Area (Masters)	Mixed wetland hardwoods on rolling dunes; vacant residential.	Conservation; adjacent to Golf Course	380,000	00-00-31-1680-0020-0170 00-00-31-1680-0021-0230 00-00-31-1680-0026-0010 00-00-31-1680-0028-0010	6D/12N	SJRWMD Stormwater park
Tarpon Ave. at Dolphin St. (Williams)	Coastal strand	Conservation	<i>80,080</i>	00-00-31-1100-000G-0010	7C/19N	LWCF
Altoona Area, Misc. Properties	36 vacant residential parcels; mixed wetland hardwoods on	Conservation; adjacent to Golf Course	<i>659,419</i>	Various	6D/12N	SJRWMD Stormwater park
TOTAL			\$5,170,099			

Assessed value in italics; estimated actual cost, where known, in bold type.

Neighborhood Green Space

Parcel	Description	Proposed Use	Value	Tax ID Number	Map	Notes
3rd Street at Fir	Open field; vacant residential	Ballfield	<i>45,000</i>	00-00-31-1800-0281-0010	6C/26NN	FRDAP
4th Street at Fir	1.14 acres; zoned for railroad	Parking for ballfield	<i>28,500</i>	00-00-31-1800-0287-0001	6C/26NN	FRDAP
City Entryway	Vacant residential lots at 8th & Lime Sts.	Beautification	<i>6,500</i>	00-00-31-1800-1800-0050	6C/26N-S	
Jasmine St. between 8th & 10th	3 parcels	Neighborhood green space	<i>45,250</i>	00-00-31-1800-0167-0170 00-00-31-1800-0168-0130 00-00-31-1800-0168-0170	6C/26NN	Neighborhood revitalization (CDBG)
10th at Fir St.	Vacant residential	Parking for Peck Center	<i>5,500</i>	00-00-31-1800-0146-0081	6C/25NN	
Fir between 9th & 10th	Vacant commercial	Parking for Peck Center	<i>6,000</i>	00-00-31-1800-0146-0011	6C/25NN	
Broome at 8th (North)	Sewage disposal/landfill/marsh	Buffer; stormwater	<i>250</i>	00-00-31-1800-0068-0080	6C/24S	
Broome at 7th (South)	Sewage disposal/landfill/marsh	Buffer; stormwater	<i>3,750</i>	00-00-31-1800-0069-0031	6C/24S	
8th between Broome & Alachua	Sewage disposal/landfill/marsh	Buffer; stormwater	<i>48,800</i>	00-00-31-1800-0069-0020	6C/24S	
Broome at 7th (North)	Sewage disposal/landfill/marsh	Buffer; stormwater	<i>5,000</i>	00-00-31-1800-0068-0010	6C/24S	
Alachua at 8th	Sewage disposal/landfill/marsh	Buffer; stormwater	<i>500</i>	00-00-31-1800-0069-0010	6C/24S	
Alachua at 7th	Vacant residential	Buffer; stormwater	<i>15,400</i>	00-00-31-1800-0035-0080	6C/24S	
Date at 14th St.	Vacant residential	Neighborhood green space	<i>31,218</i>	00-00-31-1800-0242-0060	6C/25NN	
Cedar between 4th & 5th	Misc. residential	Neighborhood green space	<i>28,650</i>	00-00-31-1800-0125-0150	6C/26NN	
Elm between 4th & 5th	Residential	Neighborhood green space	<i>24,400</i>	00-00-31-1800-0280-0010	6C/26NN	
Date & 5th St.	Residential	Neighborhood green space	<i>26,600</i>	00-00-31-1800-0125-0080		
TOTAL:			\$321,318			

Assessed value in *italics*; estimated actual cost, where known, in **bold type**.

Beach Access

Parcel	Description	Proposed Use	Value	Tax ID Number	Map	Notes
Beachfront Lots North of Sadler	Two beachfront lots	Beach parking	<i>411,949</i>	00-00-31-1460-0042-0000 00-00-31-1460-0043-0000	7C/31S	
S. Fletcher south of Roosevelt	Vegetated low-lying dune	Open space; parking	<i>185,000</i>	00-00-31-1460-0035-0000	7C/31S	
S. Fletcher north of Cleveland	Vegetated low-lying dune	Open space; parking	<i>150,000</i>	00-00-31-1460-0021-0020	7C/31N	
S. Fletcher south of Colorado	Vegetated low-lying dune	Open space; parking	<i>150,000</i>	00-00-31-1460-0024-0010	7C/31N	
S. Fletcher between Kentucky & Jasmine	Vegetated low-lying dune	Open space; parking	<i>21,600</i>	00-00-31-1040-0026-0010	7C/30S	
S. Fletcher south of New York	Vegetated low-lying dune	Open space; parking	<i>61,600</i>	00-00-31-1520-0008-0011	7C/30S	
S. Fletcher north of Alabama	Vegetated low-lying dune	Open space; parking	<i>127,500</i>	00-00-31-1520-0010-0050	7C/30N	
First Ave. near Odom Property	Vacant residential	Beach/Greenway parking	<i>17,640</i>	20-3N-29-0000-0040-0000	7C/31N	

TOTAL:

\$1,125,289

TOTAL ALL CATEGORIES:

\$6,616,706

Assessed value in italics; estimated actual cost, where known, in bold type.

The City Commission of the City of Fernandina Beach, Florida, met in a Special Meeting on Tuesday, January 9, 2001 at 8:38 p.m. in the City Commission Chambers. Present were James D. Rodeffer presiding, Vice-Mayor Kim Page, Commissioners Robert B. Rogers, Ron Sapp and Patricia Thompson. Also present were City Manager Andy Barton, City Attorney Wesley R. Poole and City Clerk Mary L. Mercer.

RESOLUTION #2001-14: City Manager Barton presented a brief overview of the supporting documents contained in the packet. A motion was made by Commissioner Sapp, seconded by Vice-Mayor Page, to approve Resolution #2001-14. Commissioner Rogers referred to Section 7 of the Resolution and correct it to read: substantially the form provided in Section 6 above. He inquired if the City Attorney would comment about Section 11. City Attorney Poole explained the language was adopted out of the statute. Commissioner Rogers stated that the language wasn't right out of the statute, and commented that it was confusing. He recommended using language from Florida Statute Paragraph 100.342 City Clerk Mercer explained that the Supervisor of the Elections recommended adding Section 101.61, which covers bonds to Section 2 of the Resolution. She further explained that the Supervisor of Elections agreed that the word "first" in Section 11 was confusing. City Attorney Poole stated the City could delete the word "first" from Section 11. A motion was made by Commissioner Sapp, seconded by Vice-Mayor Page, to approve Resolution #2001-14 with language changes the City Attorney and City Clerk recommended. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

ADJOURNMENT: There being no further business to come before the Commission, the meeting was adjourned at 8:45 p.m.

ATTEST:

MARY L. MERCER
City Clerk

JAMES D. RODEFFER
Mayor-Commissioner

RESOLUTION

A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING \$6,000,000, AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2001 OF THE CITY TO FINANCE THE COST OF ACQUISITION, PRESERVATION AND RESTORATION OF NATURAL AREAS REMAINING IN THE CITY, IMPROVING CITY PARKS, RECREATION CENTERS, AND THE EGANS CREEK GREENWAY, TOGETHER WITH THE ACQUISITION OF ANY NECESSARY LAND AND IMPROVEMENTS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY TO SECURE REPAYMENT OF THE BONDS; PROVIDING FOR THE RIGHTS OF THE BONDHOLDERS; MAKING CERTAIN OTHER COVENANTS RELATING TO SUCH BONDS; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS UNDER SECTION 265(B) OF THE CODE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA (THE "ISSUER"), THAT:

Section 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Resolution 2001-14 adopted by the City Commission of the Issuer on January 9, 2001, Chapter 166, Part II, Florida Statutes, Sections 100.201 through 100.351, Florida Statutes, and other applicable provisions of law (hereinafter referred to as the "Act").

Section 2. DEFINITIONS. Unless the context otherwise requires, the terms defined in this section shall have the meanings so specified. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Authorized Investments" shall mean any of the following which at the time are legal investments for the Issuer under applicable laws for the moneys held under this Resolution then proposed to be invested ~~therein~~ hereunder: (a) Federal Securities, or obligations for which the faith and credit of the United States are pledged for the payment of principal and interest; (b) obligations of Export Import Bank of the United States, Federal Financing Bank, Farmer's Home Administration, Federal Housing Administration, Maritime Administration, Public Housing Authority, Government National Mortgage Association; (c) certificates of deposit properly secured at all times, by collateral security described in (a) and (b) above (such agreements being only acceptable with commercial banks, savings and loans associations, and mutual savings banks); (d) time (including savings accounts) or demand deposits in any bank or trust company authorized to accept deposits of public funds, which are fully insured by the FDIC; (e) repurchase agreements with a financial institution or recognized dealer which are fully secured at all times by obligations described in (a) through (d) of this definition; (f) investments pursuant to Chapter 218, Part IV, Florida Statutes, the Investment of Local Government Surplus Funds Act, as amended from

time to time; and (g) such other investments as may be provided by resolution at the time of sale of the Bonds.

"Bonds" shall mean the General Obligation Bonds, Series 2001 herein authorized pursuant to a referendum duly held on April 10, 2001, by the qualified electors of the Issuer in the manner required by the Constitution and Statutes of the State of Florida, including the Act.

"Bond Service Requirement" for any Bond Year, as applied to the Bonds, shall mean the sum of:

(1) The amount required to pay the interest becoming due on the Bonds during such Bond Year, except to the extent that such interest shall have been provided by payments into the Sinking Fund of investment income or pre-issuance accrued interest or capitalized interest, and principal of Bonds other than the Mandatory Sinking Fund Installment for Term Bonds maturing in such Bond Year, ~~except to the extent that such interest shall have been provided by payments into the Sinking Fund of investment income or accrued or capitalized interest; and~~

(2) The Mandatory Sinking Fund Installment for the Term Bonds coming due in such Bond Year. In computing the Bond Service Requirement for any Bond Year for the Bonds, the Issuer shall assume that an amount of the Term Bonds equal to the Mandatory Sinking Fund Installment for such Bond Year will be retired by purchase or redemption in such Bond Year, or that payment of such amount of Term Bonds at maturity will be fully provided for in such Bond Year. When determining the amount of principal of and interest on Bonds which mature in any Bond yYear, for purposes of this Resolution, the stated maturity date of Term Bonds shall be disregarded, and the Mandatory Sinking Fund Installment, if any, applicable to Term Bonds in such Bond yYear shall be deemed to mature in such Bond yYear.

"Bond Year" shall mean the twelve month period ending on the anniversary of the maturity dates of the Bonds.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor provisions of law.

"Federal Securities" shall mean direct obligations of the United States of America and obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor.

"Issuer" shall mean the City of Fernandina Beach, Florida.

"Mandatory Sinking Fund Installment" with respect to any Term Bonds, shall mean an amount so designated which is established for the Term Bonds and which shall be deposited in the Term Bonds Account within the Sinking Fund (hereinafter established and defined) provided that the aggregate of such installments ~~together with interest to be earned on funds within the Term Bonds Account and retained in such account for payment of the Term Bonds,~~ shall equal the aggregate principal amount of Term Bonds delivered on original issuance.

"Project" shall mean ~~to finance the cost of~~ acquisition, preservation and restoration of natural areas remaining in the City, improving city parks, recreation centers, and the Egans Creek Greenway, together with the acquisition of any necessary land and improvements.

"Rebate Amount" means the amount, if any, required to be paid to the United States of America under Section 148 of the Code and applicable regulations thereunder, with respect to the Bonds.

"Registered Owners" shall mean the owners from time to time of the Bonds, as shown on the registration books of the Registrar.

"Term Bonds" shall mean those Bonds, if any, stated to mature on one date and which shall be subject to retirement by operation of the Term Bonds Account established in the Sinking Fund.

Section 3. FINDINGS. It is hereby found, determined and declared as follows, that:

A. It is necessary, desirable, and in the best interest of the Issuer and its inhabitants that Bonds in an amount not exceeding \$6,000,000 be issued for the financing of the Project herein described, which amount is hereby authorized to be expended for such purposes.

B. The issuance of the Bonds was approved by a majority of votes cast in a bond referendum held on April 10, 2001, by the qualified electors of the Issuer in the manner required by the Constitution and Statutes of the State of Florida, including the Act.

Section 4. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Bonds authorized to be issued hereunder by the Registered Owners, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the Bonds, over any other thereof, except as expressly provided therein and herein.

Section 5. AUTHORIZATION OF PROJECT. The Project is hereby authorized to be acquired and constructed with proceeds derived from the sale of the Bonds. The costs of the Project shall include legal fees, fees of fiscal agents, the cost of insurance or other credit enhancement for the Bonds, and other costs associated with issuance of the Bonds, reimbursement of advances made by the Issuer for the costs of the Project, and other costs attributable to the Project.

Section 6. AUTHORIZATION OF BONDS. Subject and pursuant to the provisions of this Resolution, Bonds of the Issuer to be known as "General Obligation Bonds, Series 2001", herein sometimes referred to as "Bonds", are hereby authorized to be issued in the aggregate principal amount of not exceeding Six Million Dollars (\$6,000,000).

Section 7. DESCRIPTION OF BONDS. The Bonds shall be dated as of a date to be fixed at the time of sale, shall be numbered consecutively from one upward within each series in the order of authentication; shall be in the denomination of \$5,000 each, or any integral multiple thereof; shall bear interest at a rate not to exceed the maximum lawful rate per annum at the time of sale of the Bonds, such interest to be payable semiannually on such dates, and shall mature in not more than 20 annual installments, beginning the year after issuance, on such dates and in such years and amounts as shall be fixed by subsequent resolution of the Issuer adopted prior to sale.

The Bonds shall be issued in fully registered form, without coupons; shall be payable in lawful money of the United States of America; and shall bear interest from their date.

Interest on the Bonds which is payable prior to maturity or redemption shall be paid by check or draft mailed to the Registered Owners, at their addresses as they appear on the Bond Register, at the close of business on the 15th day of the month (whether or not a business day) next preceding each interest payment date for the Bonds (the "Record Date"), irrespective of any transfer of the Bonds subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in the payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the Registered Owners at the close of business on a special record date for the payment of defaulted interest as established by notice mailed to the Registered Owners in whose names such Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing. Notwithstanding the foregoing, principal and interest shall be paid by wire transfer to the domestic bank account of the Registered Owner of \$1,000,000 or more of aggregate principal amount of the Bonds, upon written request and furnishing of wire transfer instructions to the Issuer.

Principal of and redemption premium, if any, and interest on the Bonds shall be payable at maturity or upon earlier redemption upon presentation and surrender of the Bonds for payment at the principal office of the Paying Agent.

If the date for payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which the banking institutions in the city where the principal office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday or a day on which such banking institutions are authorized to close and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Section 8. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer by the Mayor-Commissioner or Vice Mayor-Commissioner and attested by the City Clerk, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. The facsimile signatures of the Mayor-Commissioner or Vice Mayor-Commissioner or the City Clerk may be imprinted or reproduced on the Bonds. The Certificate of Authentication of the Bond Registrar shall appear on the Bonds, and no Bond shall be valid or obligatory for any purpose or

be entitled to any security or benefit under this Resolution unless such certificate shall have been duly executed on such Bond. If the Bonds are validated under Chapter 75, Florida Statutes, a Certificate of Validation shall appear on the Bonds and the Mayor-Commissioner or Vice Mayor-Commissioner is authorized to execute the same by manual or facsimile signature. The authorized signature for the Bond Registrar shall be either manual or facsimile; provided, however that at least one of the signatures, appearing on the Bonds shall at all times be a manual signature. In case any officer whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bonds shall hold the proper office with the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

The Issuer may adopt and use for such purposes the facsimile signatures of any persons who shall have been Mayor-Commissioner or Vice-Mayor-Commissioner and City Clerk at any time on or after the date of the Bonds notwithstanding that they may have ceased to be such officers at the time such Bonds shall be actually delivered.

Section 9. NEGOTIABILITY AND REGISTRATION.

A. NEGOTIABILITY. The Bonds shall be and shall have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities of the State of Florida, and each successive Registered Owner, in accepting any of the Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities of the State of Florida.

B. REGISTRATION AND TRANSFER. There shall be a Bond Registrar for the Bonds which shall be a bank or trust company located within or without the State of Florida. The Bond Registrar shall maintain the registration books of the Issuer and be responsible for the transfer and exchange of the Bonds. The Issuer shall, prior to the proposed date of delivery of the Bonds, by resolution designate the bank to serve as a Bond Registrar and Paying Agent. The Bond Registrar shall maintain the books for the registration of the transfer and exchange of the Bonds in compliance with an agreement to be executed between the Issuer and such bank as Bond Registrar on or prior to the date of delivery of the Bonds. Such agreement shall set forth in detail the duties, rights and responsibilities of the parties thereto.

The Bonds may be transferred upon the registration books, upon delivery to the Bond Registrar, together with written instructions as to the details for the transfer of such Bonds, along with the social security or federal employer identification number of such transferee and, if such transferee is a trust, the name and social security or federal employer identification numbers of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. No transfer of any Bond shall be effective until entered on the registration books maintained by the Bond Registrar.

In all cases of the transfer of the Bond, the Bond Registrar shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations of the same maturity and interest rate for the aggregate principal amount which the Registered Owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Resolution. Any Bond or Bonds shall be exchangeable for a Bond or Bonds of the same maturity and interest rate, in any authorized denomination, but in a principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. Bonds to be exchanged shall be surrendered at the principal office of the Bond Registrar, and the Bond Registrar shall deliver in exchange therefor the Bond or Bonds, which the Bondholder making the exchange shall be, entitled to receive. The Issuer or the Bond Registrar may charge the Registered Owner of such Bond for every such transfer or exchange an amount sufficient to reimburse them for their reasonable fees and for any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange, and may require that such charge be paid before any such new Bond shall be delivered.

All Bonds delivered upon transfer or exchange shall bear interest from such date that neither gain nor loss in interest shall result from the transfer or exchange.

All Bonds presented for transfer, exchange, redemption or payment (if so required by the Issuer), shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Issuer and the Bond Registrar duly executed by the Registered Owner or by his duly authorized attorney.

C. BOOK ENTRY REGISTRATION SYSTEM. If the Issuer at any time or from time to time determines that a book entry registration system shall be used for the Bonds, the Issuer is authorized to enter into an agreement in standard form (the "Book Entry Agreement") with the Bond Registrar and Paying Agent and with the Depository Trust Company ("DTC"), or any successor thereto, or other securities depository, and make such other provisions and perform such further acts as are necessary or appropriate to provide for the distribution of the Bonds in book-entry form.

The Issuer shall issue such Bonds directly to Registered ~~beneficial~~ Owners, who are beneficial owners, of such Bonds other than DTC, or its nominee, in the event that:

(a) DTC determines not to continue to act as securities depository for such Bonds; or

(b) The Issuer has advised DTC of its determination that DTC is incapable of discharging its duties; or

(c) The Issuer determines that it is in the best interest of the Issuer not to continue the book-entry system or that the interests of the beneficial owners of such Bonds might be adversely affected if the book-entry system is continued.

Upon occurrence of the events described in (a) or (b) above the Issuer shall attempt to locate another qualified securities depository.

In the event the Issuer makes the determination noted in (b) or (c) above (the Issuer undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the Issuer to make any such determination) or if the Issuer fails to locate another qualified securities depository to replace DTC upon occurrence of the events described in (a) or (b) above, the Issuer shall mail a notice to DTC for distribution to the beneficial owners of such Bonds stating that DTC will no longer serve as securities depository, whether a new securities depository will or can be appointed, the procedures for obtaining the Bonds and the provisions of the Resolution which govern such Bonds including, but not limited to, provisions regarding authorized denominations, transfer and exchange, principal and interest payment and other related matters.

Section 10. BONDS, MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Registered Owner furnishing the Issuer proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar. If any such Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this section shall constitute original, additional contractual obligations whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the extent as all other Bonds issued hereunder.

Section 11. REDEMPTION PROVISIONS. The Bonds shall be subject to mandatory redemption or redemption at the option of the Issuer, upon such terms and conditions as are fixed by subsequent resolution adopted at or prior to the sale of the Bonds.

Notice of redemption of Bonds to be redeemed shall be given not less than thirty (30) days nor more than sixty (60) days prior to the redemption date by first class mail (postage prepaid) by the Paying Agent to Registered Owners of the Bonds. Additional notices of redemption shall be given by the Paying Agent in accordance with Exchange Act Release No. 23856 of the Securities and Exchange Commission, but failure to strictly comply with such additional notices shall not affect the validity of the redemption of the Bonds. Upon giving of such notice and the deposit with the Paying Agent of sufficient funds to pay the principal of the Bonds to be redeemed, plus interest accrued to the redemption date, plus any applicable redemption premium,

interest on the Bonds so redeemed shall cease to accrue after the date fixed for redemption.

Section 12. FORM OF BONDS. The Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted by this Resolution or in any subsequent ordinance or resolution enacted or adopted prior to the issuance thereof:

(Form of Fully Registered Bonds)

No. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF FERNANDINA BEACH, FLORIDA
GENERAL OBLIGATION BOND,
SERIES 2001

Rate of
Interest

Maturity Date

Dated Date

CUSIP

Registered Holder:

Principal Amount: _____ Dollars

KNOW ALL MEN BY THESE PRESENTS, that the City of Fernandina Beach, Florida (hereinafter called the "City"), for value received, hereby promises to pay to the Registered Holder identified above, or registered assigns, on the Maturity Date specified above, the Principal Amount shown above, and to pay interest on said sum from the Date of Issue of this Bond or from the most recent interest payment date to which interest has been paid, at the Rate of Interest per annum set forth above until payment of such sum, such interest being payable _____, ____, and semiannually thereafter on the first day of _____ and the first day of _____ of each year. The principal of and premium, if any, and interest due at maturity or upon earlier redemption on this Bond are payable upon presentation and surrender hereof on the date fixed for maturity or redemption at the principal office of _____ (the "Paying Agent") in _____, or at the office designated for such payment of any successor thereof. The interest on this Bond, when due and payable, other than at maturity or redemption, shall be paid by check or draft mailed to the person in whose name this Bond is registered, at his address as it appears on the Bond Register, at the close of business on the fifteenth day of the month (whether or not a business day) next preceding the interest payment date (the "Record Date") or, in the case of payment after default, a special record date, as provided in the Resolution hereinafter mentioned. Notwithstanding the foregoing, principal and interest shall be paid by wire transfer to the domestic account of a Registered Owner of \$1,000,000 or more aggregate principal amount of Bonds, upon written request and furnishing of wire transfer instructions to the Issuer. All amounts due hereunder shall be payable in any coin or currency of the United States, which is at the time of payment legal tender for the payment of public or private debts.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of \$6,000,000, of like date, tenor and effect, except as to number, interest rate, redemption and date of maturity, issued to finance the cost of purchasing natural areas remaining in the City, improving city parks, recreation centers, and the Egans Creek Greenway, together with the acquisition of any necessary land and

improvements; under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including particularly Resolution 2001-14, adopted by the City Commission of the City on January 9, 2001, Chapter 166, Part II, Florida Statutes, Sections 100.201 through 100.351, Florida Statutes, and other applicable provisions of law (hereinafter referred to as the "Act"), and Resolution 2001-____ adopted by the City Commission of the City on the ____ day of _____, 2001, as supplemented (hereinafter called "Resolution"), and is subject to all the terms and conditions of such Resolution.

It is hereby certified and recited that all acts, conditions and things required to happen, exist and be performed, precedent to and in the issuance of this Bond, have happened, exist, and have been performed in due time, form and manner as required by the Constitution and laws of the State of Florida applicable thereto, that the issue of Bonds of which this Bond is a part has been approved at an election held in accordance with the Constitution and laws of the State of Florida in the Issuer on April 10, 2001; that the total indebtedness of the City, including the issue of Bonds of which this Bond is one, does not exceed any constitutional, statutory or charter limitation; and that provision has been duly made for the levy and collection of a direct annual tax, without limitation as to rate or amount, upon all taxable property within the Issuer sufficient to pay the principal of and interest on this Bond as the same shall become due, which tax shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the City, are assessed, levied and collected. For the prompt payment of the principal of and interest on the Bonds, the full faith, credit and taxing power of the Issuer are irrevocably pledged.

(Insert redemption provisions)

Bonds in denominations greater than \$5,000 shall be deemed to be an equivalent number of Bonds of the denomination of \$5,000. In the event a Bond is of a denomination larger than \$5,000, a portion of such may be redeemed, but Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple therefor. In the event any of the Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Bond Registrar (who shall be the paying agent for the Bonds, or such other person, firm or corporation as may from time to time be designated by the Issuer as the Bond Registrar for the Bonds) by mailing a copy of the redemption notice by first-class mail (postage prepaid) not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the Registered Holder of each Bond to be redeemed in whole or in part at the address shown on the registration books. Failure to give such notice by mailing to any Registered Holder of Bonds, or any defect therein, shall not affect the validity of any proceeding for the redemption of other Bonds. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time. Upon surrender of any Bond for redemption in part only, the Issuer shall issue and deliver to the Registered Holder thereof, the costs of which shall be paid by the Registered Holder, a new Bond or Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion surrendered.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

(To be inserted where appropriate on face of bond: "Reference is hereby made to the further provisions of this Bond set forth on the reverse side hereof, and such further provisions shall for all purposes have the same effect as if set forth on this side.")

This Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities of the State of Florida.

The Bonds are issued in the form of fully registered bonds without coupons in denominations of \$5,000 or any integral multiple of \$5,000. Subject to the limitations and upon payment of the charges provided in the Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity or other authorized denominations. This Bond is transferable by the Registered Holder hereof in person or by his attorney duly authorized in writing, at the above-mentioned office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. Bonds may be transferred upon the registration books upon delivery to the Registrar of the Bonds, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by the Registered Holder of the Bonds to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bonds, along with the social security number or federal employer identification number of such transferee and, if such transferee is a trust, the name and social security or federal employer identification numbers of the settlor and beneficiaries of the trust, the federal employer identification number and date of the trust and the name of the trustee. The City or the Bond Registrar may charge the Registered Holder of such Bond for every such transfer or exchange of a Bond an amount sufficient to reimburse them for their reasonable fees and any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange and may require that such charge be paid before any such new Bond shall be delivered. If the Bonds are issued in book-entry only form, beneficial ownership of Bonds may be recorded and transferred in accordance with such system.

The City may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been executed by the Bond Registrar.

IN WITNESS WHEREOF, the City of Fernandina Beach, Florida has issued this Bond and has caused the same to be signed by the Mayor-Commissioner or Vice Mayor-Commissioner and attested by the City Clerk either manually or with their facsimile signatures, and the corporate seal of the Issuer or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, as of the _____ day of _____, _____.

**CITY OF FERNANDINA
BEACH, FLORIDA**

By: _____
Mayor-Commissioner

(SEAL)

ATTESTED:

City Clerk

**VALIDATION CERTIFICATE
[IF BONDS ARE VALIDATED]**

"This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court for Nassau County, Florida, rendered on _____, _____."

By: _____
Mayor-Commissioner,
City of Fernandina Beach,
Florida"

CERTIFICATE OF AUTHENTICATION OF BOND REGISTRAR

This Bond is one of the Issue of the within described Bonds. The Rate of Interest, Maturity Date, Registered Holder and Principal Amount shown above are correct in all respects and have been recorded, along with the applicable federal taxpayer identification number and the address of the Registered Holder, in the Bond Register maintained at the principal office of the undersigned.

Date of Authentication:

Bond Registrar

Authorized Signature

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in
common

UNIF TRANS MIN ACT -

(Cust.)

TEN ENT - as tenants by the
entireties

Custodian for -

(Minor)

JT TEN - as joint tenants with
right of survivor-
ship and not as
tenants in common

under Uniform Transfers
to Minors Act of -

(State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

ASSIGNMENT FOR VALUE RECEIVED, the undersigned _____ (the "Transferor"), hereby sells, assigns, and transfers unto _____ (Please insert name and Social Security or Federal Employer Identification Number of assignee) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ (the "Transferee") as attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

Section 13. PLEDGE OF FULL FAITH, CREDIT AND TAXING POWER. For the prompt payment of the principal of and interest on the Bonds, the full faith, credit and taxing power of the Issuer, without limitation, are irrevocably pledged.

Section 14. LEVY AND APPLICATION OF AD VALOREM TAX. There is hereby created a Sinking Fund to be held and administered by the Issuer solely for the purpose of retiring Bonds by purchase, redemption, or payment at maturity from funds or proceeds of investments, and paying interest thereon. In each year while any of such Bonds are outstanding there shall be levied and collected a tax, without limitation as to rate or amount, on all taxable property within the Issuer, sufficient in amount to pay into the Sinking Fund an amount which will be equal to the Bond Service Requirement as the same shall become due. The proceeds of such tax shall be deposited into the Sinking Fund to pay the principal of and interest on such Bonds, including and any Mandatory Sinking Fund Installments as the same shall become due. Such tax shall be assessed, levied and collected in the same manner and at the same time as other ad valorem taxes are assessed, levied and collected ~~for~~by the Issuer.

Upon the sale of any Term Bonds, the Issuer shall, by resolution, establish the amounts and maturities of Mandatory Sinking Fund Installments for such Term Bonds.

Mandatory Sinking Fund Installments deposited to the Sinking Fund shall be held in a special account therein (herein referred to as the "Term Bonds Account") and shall be used for the open market purchase or the mandatory redemption of Term Bonds.

~~The funds and principal of and interest on investments in the Term Bonds Account shall be applied exclusively for payment of Term Bonds, by purchase or redemption, as applicable, and any excess shall be transferred to the Sinking Fund to make up any deficiencies in required payments therein.~~

The Issuer shall not be required to make any further payments into the Sinking Fund when the aggregate amount of money in the Sinking Fund is at least equal to the total Bond Service Requirement for all Bond Years of the Bonds then outstanding, plus the amount of redemption premium, if any, then due and thereafter to become due on such Bonds then outstanding upon mandatory redemption of Term Bonds.

The Issuer may pay from the Sinking Fund all expenses in connection with any payment, purchase or redemption of Bonds.

Section 15. APPLICATION OF PROCEEDS OF BONDS. All moneys received from the sale of the Bonds shall be deposited by the Issuer in a special account of the Issuer entitled General Obligation Bonds Construction Fund (the "Construction Fund"), in a bank or trust company and applied by the Issuer as follows:

A. All accrued interest on the Bonds shall be deposited in the Sinking Fund.

B. At the option of the Issuer, an amount not exceeding interest on the Bonds which will become due prior to the estimated receipt of sufficient proceeds of the first ad valorem tax to be levied after issuance of the Bonds may be deposited in the Sinking Fund.

C. The balance of the moneys remaining in the Construction Fund after making all the deposits and payments above provided for shall be kept separate and apart from all other accounts of the Issuer, and the moneys on deposit therein shall be withdrawn, used and applied by the Issuer solely to the payment of the cost of the Project, as hereinabove described and set forth. If for any reason such proceeds or any part thereof are not necessary for and are not applied to the payment of the cost of the Project, then the unapplied proceeds shall be transferred to the Sinking Fund and used for the redemption of Bonds on the earliest available redemption date. All such proceeds shall be and constitute trust funds for such purposes.

The Registered Owners of the Bonds issued hereunder shall have no responsibility for the use of the proceeds of the Bonds, and the use of such Bond proceeds by the Issuer shall in no way affect the rights of such Bondholders. The Issuer shall be irrevocably obligated to continue to levy and collect the ad valorem taxes as provided herein and to pay the principal of and interest on the Bonds notwithstanding any failure of the Issuer to use and apply such Bond proceeds in the manner provided herein.

Section 16. FUNDS. The Sinking Fund, the Term Bonds Account therein, and the Construction Fund shall constitute trust funds for the purposes provided herein for such funds. The money in such funds shall be continuously secured in the same manner as municipal deposits are authorized to be secured by the laws of the State of Florida.

Moneys on deposit in the Sinking Fund, the Term Bonds Account therein, and the Construction Fund may be invested and reinvested in Authorized Investments,⁵ and ~~the earnings on investments in the Sinking Fund and the Term Bonds Account shall be held in, or transferred to, the Sinking Fund and used for the purposes of the Sinking Fund. The earnings on investments in the Construction Fund shall remain in the Construction Fund in which earned and used for the purposes of such fund and used for the purposes of the Construction Fund.~~

The cash required to be accounted for in each of the funds and accounts described in this Resolution may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit therein for the various purposes of such funds and accounts as herein provided. The designation and establishment of the funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain tax revenues and assets of the Issuer for the purposes herein provided and to establish certain priorities for application of such tax revenues and assets.

Section 17. ARBITRAGE AND OTHER TAX COVENANTS. (a) The Issuer covenants that so long as any of the Bonds remain outstanding, it shall comply with the requirements of the Code, including the covenants related thereto contained in the Issuer's closing certificate delivered in connection with the issuance of the Bonds, so as to ensure that interest payable on the Bonds will not be included in gross income for federal income tax purposes to the Registered Owners thereof under the Code, except to the extent that failure to so comply would not, in the opinion of bond counsel, result in the interest payable on the Bonds being included in gross income for federal income tax purposes to the Registered Owners thereof under the Code.

(b) The Issuer covenants and agrees to establish a separate fund to be known as the "City of Fernandina Beach General Obligation Bonds Rebate Fund". Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States Treasury (except to the extent the same may be transferred to the Sinking Fund). The Issuer agrees to undertake all actions required of it in its arbitrage certificate, dated the date of issuance of the Bonds, relating to such Bonds. The provisions of such arbitrage certificate may be amended from time to time as shall be necessary, in the opinion of bond counsel, to comply with the provisions of the Code.

(c) The Issuer hereby covenants and agrees that it shall neither take any action nor fail to take any action, nor, to the extent that it may do so, permit any person to take any action which, if either taken or not taken, would adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

Section 18. MODIFICATION OR AMENDMENT. No material modification or amendment of this Resolution or of any ordinance or resolution amendatory hereof or supplemental hereto may be made without the consent of (i) the insurer under any insurance policy of the Issuer then in force which insures against non-payment of principal of and redemption premium, if applicable and interest on, the Bonds, and (ii) the Registered Owners of two-thirds or more in the principal amount of the Bonds then outstanding which are not so insured; provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon or in the amount of the principal obligation thereof or affecting the promise of the Issuer to pay the principal of and interest on the Bonds as the same shall become due pursuant to its pledge of the full faith, credit and taxing power of the Issuer, without limitation, or the promise of the Issuer to levy and collect ad valorem taxes for such payment within the Issuer, or reduce the percentage of the Registered Owners of the Bonds required to consent to any material modification or amendment hereof without the consent in writing of any insurer and the Registered Owners of all of such Bonds.

Section 19. DEFEASANCE AND SUBROGATION. (a) If at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal, interest, Mandatory Sinking Fund Installments and redemption premiums, if any, with respect to the Bonds, then, and in that event, all covenants and pledges made in this Resolution in favor of the Registered Owners of the Bonds shall be no longer in effect. For purposes of the preceding sentence, deposit of sufficient cash and/or Federal Securities in irrevocable trust with a banking institution or trust company, for the sole

benefit of the bondholders shall be considered "provision for payment". The receipts when due of principal of and interest on such Federal Securities shall be sufficient to make timely payment of the principal, interest, Mandatory Sinking Fund Installments and redemption premiums, if any, on the outstanding Bonds. Nothing herein shall be deemed to require the Issuer to call any of the outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

(b) In the event any of the principal and redemption premium, if applicable, and interest due on the Bonds shall be paid by an insurer pursuant to an insurance policy which insures against non-payment thereof, the pledge of the Issuer's full faith, credit and taxing powers, and all covenants, agreements and other obligations of the Issuer to the Bondholders to whom or for the benefit of whom the insurer has made such payments, shall continue to exist and the insurer shall be subrogated to the rights of such Bondholders to the full extent of such payments.

Section 20. VALIDATION. The City Attorney and bond counsel for the Issuer are authorized to file proceedings on behalf of the Issuer under Chapter 75, Florida Statutes, for validation of the Bonds, if in their discretion, such proceedings are necessary or in the best interest of the Issuer.

Section 21. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions hereof or of the Bonds issued hereunder.

Section 22. SALE OF BONDS. The Bonds shall be issued and sold in such manner and at such price or prices consistent with the Act, all at one time or in installments from time to time, as shall be hereafter determined by resolution of the Issuer, which resolution may contain such supplemental terms as are necessary in order to secure insurance on, or other credit enhancement for, the Bonds, or to provide for delivery of the Bonds in book-entry form, as determined by resolution of the Issuer.

Section 23. NO PERSONAL LIABILITY. No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Issuer or its governing body in his individual capacity, and neither the members of the governing body of the Issuer nor any official executing the Bonds shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution thereof.

Section 24. QUALIFIED TAX EXEMPT OBLIGATION. The Issuer hereby represents and finds that it reasonably anticipates not more than \$10,000,000 of tax exempt obligations (other than certain private activity bonds) will be issued by the Issuer and its subordinate governmental entities, if any, in calendar year 2001. The

Issuer hereby authorizes its Mayor-Commissioner or Vice Mayor-Commissioner to recertify these representations upon issuance of the Bonds, and the Bonds are hereby designated as a "qualified tax exempt obligation" under Section 265(b)(3) of the Tax Code.

Section 25. DEFAULT AND REMEDIES. It shall be an Event of Default under this Resolution if:

(1) the Issuer shall fail to pay maturing principal and interest on the Note when due;

(2) the Issuer shall fail to deposit into the Sinking Fund any amount required on the due date thereof;

(3) the Issuer shall fail to comply with any other covenant made in this Resolution, which failure shall continue for more than thirty (30) days; or

(4) There shall occur the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or the adjudication of the Issuer as a bankrupt, or the assignment by the Issuer for the benefit of its creditors, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization, instituted under the provisions of the Federal Bankruptcy Code, as amended, or any similar act in any jurisdiction which may now be in effect or hereinafter amended.

The Registered Owners of the Bonds: (a) may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to a writ of mandamus to compel the levy of ad valorem taxes or the right to the appointment of a receiver, existing under the laws of the State of Florida, or granted and contained herein, or (b) may enforce and compel the performance of all duties required herein or by any applicable statutes to be performed by the Issuer or by any officer thereof.

Section 246. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

CITY OF FERNANDINA BEACH, FLORIDA

By: _____
Mayor-Commissioner

(SEAL)

ATTESTED:

City Clerk

Approved as to Form and Correctness:

City Attorney

STATE OF FLORIDA

COUNTY OF NASSAU

I, _____, City Clerk to the City of Fernandina Beach, Florida, do hereby certify that the above and foregoing is a true and correct copy of a ~~a~~ Resolution No. _____ as the same was duly adopted and passed at a regular meeting of the Issuer on the _____ day of _____, _____, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this _____ day of _____, _____.

By: _____
City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2001

**NEW ISSUE-FULL BOOK ENTRY
BANK QUALIFIED**

**Ratings: Moody's: _____
Standard & Poor's: _____**

In the opinion of Bond Counsel, assuming continuing compliance with certain tax covenants, interest on the 2001 Bonds (i) is excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Furthermore, in the opinion of Bond Counsel, based on representations of the City, the Series 2001 Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. However, see "TAX EXEMPTION" for a description of the alternative minimum tax on corporations and certain other federal tax consequences of ownership of the 2001 Bonds. Bond Counsel is further of the opinion that the 2001 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except as to estate taxes, imposed by Chapter 198, Florida Statutes and net income and franchise taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, banks and savings associations, all as defined in Chapter 220, Florida Statutes.

**\$6,000,000
CITY OF FERNANDINA BEACH, FLORIDA
GENERAL OBLIGATION BONDS, SERIES 2001**

Dated: _____, 2001

Due: _____, as shown below

The City of Fernandina Beach, Florida (the "City"), General Obligation Bonds, Series 2001 (the "2001 Bonds") will be issued as fully registered Bonds in denominations of \$5,000 and integral multiples thereof. Interest on the 2001 Bonds (first payment due _____ 1, 2001¹⁰ and semiannually on each _____ 1 and October 1 thereafter) will be payable to the registered owner, as shown on the registration books of the City held by _____, _____, Florida, as Bond Registrar and Paying Agent on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date by check or draft or, at the prior written request of an owner of \$1,000,000 or more aggregate principal amount of 2001 Bonds, by bank wire transfer to a domestic account of such owner specified in such request. Principal of the 2001 Bonds is payable to the registered owner upon presentation, when due, at the principal office of the Paying Agent or its successor.

Upon initial issuance, the 2001 Bonds will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company ("DTC"), an automated depository for securities in a clearinghouse for securities transactions. So long as DTC, or its nominee, is the registered owner of the 2001 Bonds, payment of the principal of and interest on the 2001 Bonds will be provided directly to DTC or its nominee, which is to remit such payments to the DTC Participants (as defined herein) which in turn are to remit such payments to Beneficial Owners (as defined herein) of the 2001 Bonds. See "DESCRIPTION OF THE 2001 Bonds" - Book-Entry Only herein.

The 2001 Bonds are general obligations, payable from revenues derived from the levy of ad valorem taxes on all taxable real and personal property within the City, without limitation as to rate or amount. The City has irrevocably pledged its full faith, credit and taxing power to the payment of the principal of and interest on the 2001 Bonds.

**HANIFEN, IMHOFF DIVISION OF
STIFEL, NICOLAUS & COMPANY, INCORPORATED**

MATURITIES, AMOUNTS, INTEREST RATES AND YIELDS

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price or Yield</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price or Yield</u>
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The 2001 Bonds are offered when, as and if issued subject to prior sale and subject to the approving legal opinion and certain other legal matters of Livermore, Freeman & McWilliams, P.A., Jacksonville, Florida, Bond Counsel and Disclosure Counsel. Certain legal matters will be passed for the City by Wesley R. Poole, Esquire, Fernandina Beach, Florida, as City Attorney, and for the Underwriter by its counsel, Akerman, Senterfitt & Eidson, P.A., Orlando, Florida. It is expected that the 2001 Bonds in book-entry form will be available for delivery in New York, New York, on or about _____, 2001.

Official Statement Dated: _____, 2001

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

**CITY OF FERNANDINA BEACH
204 ASH STREET
FERNANDINA BEACH, FLORIDA 32034**

CITY COMMISSION

James D. Rodeffer, Mayor-Commissioner

Kimberly Page, Vice Mayor

Robert B. Rogers, Commissioner

Ron Sapp, Commissioner

Patricia Thompson, Commissioner

_____, Commissioner

_____, Commissioner

CITY MANAGER

Andy Barton

~~FINANCE DIRECTOR~~ INTERIM CITY CONTROLLER

Scott Moye

CITY CLERK

Mary L. Mercer

CITY ATTORNEY

Wesley LR. Poole, Esq.

BOND COUNSEL

Livermore, Freeman & McWilliams, P.A.
Jacksonville, Florida

PAYING AGENT AND BOND REGISTRAR

No dealer, salesman or any other person has been authorized by the City to give any information or to make any representation, other than those contained in this Official Statements, and, if given or made, such other information and representation must not be relied upon as having been authorized by the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy and there shall be no sale of the 2001 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and includes information obtained from other sources, which are believed to be reliable. The information herein is believed to be correct, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

[Other than with respect to information concerning [Bond Insurer] ("_____") contained under the caption "Municipal Bond Insurance" and Exhibit F specimen "Municipal Bond Insurance Policy" herein, none of the information in this Official Statement has been supplied or verified by _____ and _____ makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information; (ii) the validity of the 2001 Bonds; or (iii) the tax exempt status of the interest on the 2001 Bonds.]

UPON ISSUANCE, THE 2001 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER INDEPENDENT FEDERAL, STATE OR GOVERNMENTAL ENTITY OR AGENCY WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE BONDS FOR SALE. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

IN CONNECTION WITH THE OFFERING OF THE 2001 BONDS, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2001 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

\$6,000,000
CITY OF FERNANDINA BEACH, FLORIDA
GENERAL OBLIGATION BONDS, SERIES 2001

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and the Appendices hereto, is to furnish information with respect to the issuance and sale of \$6,000,000 in aggregate principal amount of General Obligation Bonds, Series 2001 (the "2001 Bonds") by the City of Fernandina Beach, Florida (the "City"). The 2001 Bonds are being issued under the authority of and in full compliance with the laws of the State of Florida, including but not limited to, Chapter 166, Part II, Florida Statutes and Sections 100.201 through 100.351, Florida Statutes (collectively, the "Act"), and under and pursuant to Resolution No. 2001-14 adopted by the City Commission on January 9, 2001 and Resolution No. 2001-_____ adopted on _____, 2001, as supplemented (the "Bond Resolution").

Issuance of the 2001 Bonds was approved by the qualified electors of the City in a bond referendum held on April 10, 2001.

The City is a municipal corporation of the State of Florida with a current population of 10,549. The City has the power to issue bonds, pledge its full faith and credit and secure the same through the levy of ad valorem taxes, without limitation, on all taxable property within the City.

The 2001 Bonds are being issued for recreation, improved parks and natural areas acquisition, preservation and restoration of natural areas remaining in the City, improving city parks, recreation centers, and the Egans Creek Greenway, together with the acquisition of any necessary land and improvements (the "Project"), and for costs of issuance of the Bonds. See "THE PROJECT" herein.

Capitalized terms used but not defined herein have the same meanings as when used in the Bond Resolution unless the context clearly indicates otherwise. See "Appendix C -Extract of Material Provisions of Bond Resolution". All information included herein has been provided by the City, except where attributed to other sources. The summaries of and references to all statutes and other provisions of law and to documents, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such reference or summary is qualified in its entirety by reference to each such statute or other law, document, report or instrument. Pursuant to Chapter 119, Florida Statutes, all public records of the City are available for public inspection and may be obtained, after payment of applicable copying and mailing costs, from the City Clerk, 204 Ash Street, Fernandina Beach, Florida 32034.

THE 2001 BONDS

General

The 2001 Bonds will be dated _____, 2001, will be issuable in the authorized denominations of \$5,000 each, or any integral multiple thereof and will bear interest at the annual rate and mature on the dates and in the amounts specified on the front cover of this Official Statement. Interest will be calculated on the basis of a 360-day year using twelve 30-day months. The 2001 Bonds will be issued as fully registered obligations and will initially be issued as single bond for each maturity registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), an automated depository for securities and clearing house for securities transactions. So long as DTC or its nominee Cede & Co., is the registered owner of the 2001 Bonds, payments of the principal of and interest on the 2001 Bonds will be mailed directly to DTC or its nominee, Cede & Co, which is to remit such payments to the DTC Participants, who in turn are to remit such payments to the Beneficial Owners of the 2001 Bonds. See the caption "Book-Entry-Only System" herein.

Optional Redemption

The 2001 Bonds maturing on or before _____, _____ are not redeemable prior to their stated maturity dates. The 2001 Bonds maturing on _____, _____ and thereafter are subject to optional redemption prior to their stated maturity dates in whole or in part by the City, on any date on and after _____, _____, and if in part from such maturity or maturities as the City shall designate, and by lot within a maturity if less than entire maturity is redeemed, at the redemption prices (expressed as percentages of principal amount) set forth below, together with accrued interest to the date of redemption:

<u>Redemption Period</u>	<u>Price</u>
_____ through _____	_____ %
_____ and thereafter	_____ %

Notice of redemption of 2001 Bonds shall be given not less than thirty (30) days nor more than sixty (60) days prior to the redemption date by first class mail (postage prepaid) by the Paying Agent to Registered Owners of the 2001 Bonds. Upon giving of such notice and the deposit with the Registrar and Paying Agent of sufficient funds to pay the principal of the 2001 Bonds to be redeemed, plus interest accrued to the redemption date, plus any applicable redemption premium, interest on the 2001 Bonds so redeemed shall cease to accrue after the date fixed for redemption.

Book-Entry Only System

The Depository Trust Company ("DTC"), New York, New York, will initially act as securities depository for the 2001 Bonds. DTC and any successor or substitute securities depository are sometimes referred to herein as the "Securities Depository." Upon issuance of the 2001 Bonds, one fully registered 2001 Bond for each maturity will be registered in the name of Cede & Co., as nominee for DTC, in the aggregate principal amount of such maturity of the 2001 Bonds. Cede & Co. and any future nominee of a Securities Depository are sometimes herein referred to as the "Securities Depository Nominee." So long as Cede & Co., as nominee of DTC, is the registered owner of the 2001 Bonds, references to owners of the 2001 Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the 2001 Bonds.

The information under this caption concerning DTC and DTC's book-entry system has been obtained from sources believed to be reliable, however, the City and the Underwriter do not take any responsibility for the accuracy or completeness thereof.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodian relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

Purchases of 2001 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2001 Bonds on DTC's records. The ownership interest of each actual purchaser of the 2001 Bonds (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchases, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participants through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2001 Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2001 Bonds, except in the event that use of the book-entry system for the 2001 Bonds is discontinued.

To facilitate subsequent transfers, all 2001 Bonds deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of 2001 Bonds with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2001 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the 2001 Bonds are credited, which remain responsible for keeping account of their holdings on behalf of their customers.

The City and the Paying Agent and Registrar will recognize DTC or its nominee Cede & Co., as the registered owner of the 2001 Bonds for all purposes, including notices and voting. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners by the 2001 Bonds will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. will consent or vote with respect to the 2001 Bonds. Under its usual procedures, DTC mails an Omnibus Proxy to the Registrar and Paying Agent as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co. consenting or voting rights to those Direct Participants to whose accounts the 2001 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the 2001 Bonds will be made to DTC. DTC's practice is to credit Direct Participants' accounts on each payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on such payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in a "street name," and will be the responsibility of such Participant and not of DTC, the City or the Paying Agent and Registrar, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Paying Agent and Registrar, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

NEITHER THE CITY NOR THE PAYING AGENT AND REGISTRAR WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE 2001 BONDS, OR TO ANY BENEFICIAL OWNER OF 2001 BONDS IN RESPECT OF THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT, THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL OR PREMIUM OR INTEREST ON THE 2001 BONDS, ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN UNDER THE BOND RESOLUTION, THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE 2001 BONDS, OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS HOLDER.

The City and the Paying Agent and Registrar cannot and do not give any assurances that DTC, Direct Participants or Indirect Participants will distribute to the Beneficial Owners of the 2001 Bonds (i) payments of principal or purchase price of, premium, if any, and interest on, the 2001 Bonds, (ii) confirmation of ownership interests in 2001 Bonds or (iii) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the 2001 Bonds, or that they will do so on a timely basis or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement.

Any provision of the Bond Resolution or of the 2001 Bonds requiring physical delivery of the 2001 Bonds will, with respect to any 2001 Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the Bond Register maintained by the Registrar that such 2001 Bonds are subject to the Book-Entry System.

In the event that (i) the Securities Depository determines not to continue to administer a book-entry system for the 2001 Bonds, or (ii) the City has advised DTC of the City's determination that DTC is incapable of discharging its duties; or (iii) the City determines that it is in the best interests of the City not to continue the book-entry system (and the City provides written approval of such determination) or that interests of the Beneficial Owners of the 2001 Bonds might be adversely affected if the book-entry system is continued, the City shall issue 2001 Bonds directly to the Beneficial Owners of the 2001 Bonds other than DTC, or its nominee. Upon the occurrence of the events described in (i) and (ii) above, the City shall attempt to locate another qualified securities depository. In the event the City makes the determination noted in (iii) above, or if the City fails to locate another qualified securities depository to replace DTC upon occurrence of the events described in (i) or (ii) above, the Paying Agent and Registrar shall mail a notice to DTC for distribution to the Beneficial Owners of the 2001 Bonds stating that DTC will no longer serve as securities depository, whether a new securities depository will or can be appointed, the procedures for obtaining such 2001 Bonds and the provisions of the Bond Resolution which govern the 2001 Bonds, including, but not limited to, provisions regarding authorized denominations, transfer and exchange, principal and interest payment and other related matters.

Transfer, Registration and Exchange of 2001 Bonds

So long as the 2001 Bonds are maintained under a book-entry only system, transfers of ownership interests in the 2001 Bonds will be made as described above under "Book-Entry Only System." If the Book-Entry Only System is discontinued, any 2001 Bond may be exchanged for an equal aggregate principal amount of 2001 Bonds in authorized denominations and bearing interest at the same rate upon presentation and surrender of such 2001 Bond at the principal office of the Registrar, together with an assignment duly executed by the registered owner or his duly authorized attorney or legal representative. The owner requesting any such transfer or exchange shall be required to pay any tax or other governmental charge payable by the Issuer or any Registrar and Paying Agent in connection therewith.

The City, the Registrar and Paying Agent may deem and treat the person in whose name any 2001 Bond is registered as the absolute owner thereof (whether or not such 2001 Bond is overdue and notwithstanding any notation of ownership or other writing

thereon made by anyone other than the City, the Registrar, or the Paying Agent) for the purpose of receiving payment of or on account of such 2001 Bond, and for all other purposes, notwithstanding any notice to the contrary.

SECURITY AND SOURCES OF PAYMENT FOR THE 2001 BONDS

In General

In each fiscal year in which the 2001 Bonds are outstanding and unpaid, the City has covenanted in the Bond Resolution to assess, levy and collect a tax, without limitation as to rate or amount, on all taxable property within the City sufficient in amount to pay the principal of, and interest on the 2001 Bonds as the same shall become due.

Additional Bonds

There are no restrictions upon the issuance of additional general obligation bonds by the City other than those generally imposed pursuant to the Act. While the City has no present intention to issue any bonds payable from revenues generated from an additional levy of ad valorem taxes on taxable property located therein, there can be no assurance that it will not do so in the future. Should the City desire to issue additional general obligation bonds, a referendum would have to be held and a majority of the participating qualified electors of the City would have to approve the bonds.

Ad Valorem Taxation

The following is a summary of certain provisions of the Florida Statutes regarding tax collection, but this summary is qualified in its entirety by reference to such statutes.

Property Assessment Procedure. Ad valorem taxes are levied based upon the assessed valuation of taxable real and tangible personal property located within the boundaries of the entity levying such taxes. However, every person who has the legal title or beneficial title in equity to real property in the State of Florida, and who resides thereon and in good faith makes the same his or her permanent residence or the permanent residence of others legally or naturally dependent upon such person is entitled to an exemption from ad valorem taxation up to the assessed valuation of \$25,000 on the residence and contiguous real property. Other exemptions include: property owned by certain permanently and totally disabled persons; renewable energy sources improvements; inventory; property used by hospitals, nursing homes, homes for special services and property used by nonprofit homes for the aged; educational property; property owned by certain charitable, literary, religious or scientific organizations; property owned and used by labor organizations, community centers; governmental property; property owned by not-for-profit sewer and water companies; and the first \$500 of property of every widow, blind person or disabled person. Certain property classified as agricultural is entitled to a partial exemption. See generally, Chapter 196, Florida Statutes.

The collection of all taxes levied within a particular county is the responsibility of the tax collector or other similar entity in the county charged with the task of such collections. Once collected, taxes are distributed to each entity within a county which

has levied taxes in accordance with the amount of taxes so levied. The City's property valuations are determined each year as of January 1 by the Nassau County Property Appraiser's office. A tax roll is prepared by July 1 and each taxpayer whose property is subject to taxation is given notice of the assessment of such property. The property owner has the right to file an appeal with the Property Appraisal Adjustment Board, which considers petitions relating to assessments and exemption. The Property Appraisal Adjustment Board certifies the assessment roll upon completion of the hearing of all appeals.

Article VII, Section 4 of the Florida Constitution limits the increases in assessed just value of homestead property to the lesser of (1) three percent of the assessment for the prior year or (2) the percentage change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics. Further, this section provides that (1) no assessment shall exceed just value, (2) after any change of ownership of homestead property or upon termination of homestead status such property shall be reassessed at just value as of January 1 of the year following the year of sale or change of status, (3) new homestead property shall be assessed at just value as of January 1 of the year following the establishment of the homestead, and (4) changes, additions, reductions or improvements to homestead shall initially be assessed as provided for by general law, and thereafter as provided in this section.

Levy of Ad Valorem Taxes. Pursuant to Chapter 166, Florida Statutes, the City is required to establish a budget for each fiscal year. The budget is required to provide for the estimated expenditures required to be made in respect of bonded indebtedness of the City, including bonds, such as the 2001 Bonds, to be paid from ad valorem taxes. Upon adoption of a tentative budget, the City is required to compute a proposed millage rate necessary to fund the tentative budget other than the portion of the budget to be funded from sources other than ad valorem taxes. After a procedure involving notice, hearings and comment, the tentative budget and millage rate become final.

The tables on the following pages contain certain historical information regarding the levy, assessments and collection of ad valorem taxes by Nassau County within the City.

The following table shows historical ad valorem tax data for the City of Fernandina Beach for the tax years 1991 through 2000.

CITY OF FERNANDINA BEACH, FLORIDA
ASSESSED VALUATION
LAST TEN FISCAL YEARS
(Unaudited)

<u>Year</u>	<u>Tax Exempt</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Centrally Assessed</u>	<u>Total Assessed Valuation</u>
1988	-81,993,167	232,453,815	119,572,755	-744,767	434,764,504
1989	129,137,640	313,448,560	131,960,194	-766,072	575,312,466
1990	140,288,608	328,408,557	129,029,727	-709,972	598,436,864
1991	142,752,074	348,614,287	131,955,956	704,574	624,066,891
1992	153,647,748	354,796,197	162,460,729	758,823	671,663,497
1993	165,252,230	362,934,764	166,602,392	860,447	695,649,833
1994	174,281,202	373,705,238	173,204,353	1,079,367	722,270,160
1995	172,998,889	382,705,896	180,792,497	865,184	737,362,466
1996	174,717,101	391,294,745	189,923,198	865,184	756,800,228
1997	196,925,362	454,483,983	189,796,581	1,639,161	842,845,087
1998	218,438,475	498,789,301	198,032,311	1,539,134	916,799,221
1999	237,743,562	535,491,033	203,125,657	1,467,973	977,828,225
2000	267,709,486	637,270,715	204,171,017	1,307,667	1,110,458,885

Source: City of Fernandina Beach Annual Budget, 1999-2000 2000-2001.

CITY OF FERNANDINA BEACH, FLORIDA
PROPERTY TAX INFORMATION
LAST TEN FISCAL YEARS
(Unaudited)

<u>Fiscal</u> <u>YearValue</u>	<u>Taxable</u> <u>Millage</u>	<u>Receipts</u>	<u>Actual</u> <u>Dollars</u>	<u>%</u> <u>Change</u> <u>Tax Rate</u>	<u>%</u> <u>Change In</u>
1983-1984	\$252,350,755	8.5800	\$2,126,576	14.98%	-0.00%
1984-1985	\$281,980,849	7.9110	\$2,144,006	-0.82%	-7.80%
1985-1986	\$292,399,835	8.4500	\$2,390,096	11.48%	-6.81%
1986-1987	\$318,836,808	8.3050	\$2,552,597	-6.80%	-1.72%
1987-1988	\$334,044,058	8.2190	\$2,650,905	-3.85%	-1.04%
1988-1989	\$362,353,868	7.7950	\$2,691,983	-1.55%	-5.16%
1989-1990	\$446,151,326	7.2000	\$3,060,525	13.69%	-7.63%
1990-1991	\$458,148,256	7.1840	\$3,159,525	-3.23%	-0.22%
1991-1992	\$481,314,817	7.4500	\$3,459,266	9.49%	3.76_____%
1992-1993	\$518,015,749	6.9960	\$3,551,263	2.66%	-6.09%
1993-1994	\$530,397,603	6.8500	\$3,453,671	-2.75%	-2.09%
1994-1995	\$548,350,821	6.7130	\$3,542,455	2.57%	-2.00%
1995-1996	\$564,363,577	6.9477	\$3,743,219	5.67%	3.50%
1996-1997	\$589,590,448	6.9477	\$3,934,789	4.51%	0.00%
1997-1998	\$644,177,937	6.9477	\$4,300,560	8.92%	0.00%
1998-1999	\$698,360,746	6.6962	\$4,465,927	4.20%	-3.62%
1999-2000	\$740,084,663	6.6962	\$4,707,967	5.42%	0.00%
2000-2001	\$842,749,399	6.6210	5,300,852	12.60	-1.12%

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Source:

Annual Budget of the City of Fernandina Beach, Florida for the fiscal year ~~1999~~2000-2001~~0~~.

1. Property taxes become due and payable on November 1, of each year and a 4% discount is allowed if the taxes are paid in November, with the discount declining by 1% each month thereafter. Therefore, taxes collected will never be 100% of the tax levy. Taxes become delinquent on April 1, of each year and tax certificates for the full amount of any unpaid taxes and assessments must be sold not later than June 1 of each year. A small difference is also indicated by changes to original tax levy due to Board of Equalization adjustments which reduces assessed valuations and the percentage collected based on the original tax levy. Property taxes receivable and the corresponding reserve for uncollectable property taxes are not included in the financial statements as there are no material delinquent taxes of September 30, 2000.
2. Tax levy includes millage for operating and debt service requirements.

**CITY OF FERNANDINA BEACH, FLORIDA
PROPERTY TAX RATES - ALL DIRECT AND
OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS
(Unaudited)**

<u>Year</u>	<u>City of Fernandina Beach</u>	<u>Nassau County</u>	<u>St. Johns River Water Mngmt</u>	<u>School Board</u>	<u>Amelia Isl Mosquito Control</u>	<u>Total</u>
1987	8.2190	7.3984	0.2070	7.5520	0.7112	24.0876
1988	7.7950	7.3984	0.2810	7.8010	0.6498	23.9252
1989	7.2000	7.3984	0.3460	8.3750	0.5520	23.8714
1990	7.1840	7.9552	0.3580	8.7300	0.4666	24.6938
1991	7.4500	7.7957	0.3580	8.9040	0.4422	24.9499
1992	6.9960	7.000	0.3580	9.0970	0.4703	23.9213
1993	6.8500	6.8321	0.4700	9.0510	0.4600	23.6631
1994	6.7130	6.8321	0.4820	9.0630	0.4490	23.5391
1995	6.9477	6.8321	0.4820	9.1750	0.4432	23.8800
1996	6.9477	6.7321	0.4820	9.4080	0.4341	24.0039
1997	6.9477	6.7321	0.4820	9.4080	0.4029	23.9727
1998	6.6962	6.7321	0.4820	9.1070	0.3750	23.3923
1999	6.6962	6.7321	0.4820	9.0810	0.3546	23.3459
2000	6.6210	6.6321	0.4720	8.7460	0.3047	22.7758

Source: City's Annual Budget, Fiscal Year ~~1999-2000~~ 2000-2001.

Tax Collection Procedures. Upon receipt of the certified tax roll, the Tax Collector is required to mail to each taxpayer on the assessment roll a tax notice stating among other things, the amount of current taxes due for the taxpayer. The taxes imposed with respect to the 2001 Bonds will appear as a separate line item on each taxpayer's tax notice. The amount appearing on the notice for a taxpayer will depend on the value of such taxpayer's property. Each taxpayer is generally required to pay all taxes shown in the tax notice without preference in payment of any particular increment of the tax bill.

Ad valorem taxes are a lien on the property against which they are assessed from January 1 of the year of assessment until paid or barred by operation of law (statute of limitations). The lien on ad valorem taxes is a first lien, superior to all other liens including mortgages (except liens for federal, state, county and other taxes which are of equal dignity).

The statutes relating to the enforcement of ad valorem taxes provide that such taxes become due and payable on November 1 of the year in which assessed or as soon thereafter as the certified tax roll is received by the Tax Collector. If paid during November or the following three (3) months, the taxpayer is granted a discount which is equal to four percent (4%) in November and which decreases pro rata monthly to one percent (1%) in February. All taxes become delinquent on April 1 following the year in which they are assessed or immediately after sixty (60) days have expired from the mailing of the original tax notice, whichever is later, and the Tax Collector is

required to collect taxes prior to the date of delinquency and to institute statutory procedures upon delinquency to collect assessed taxes. Any delay in the mailing of tax notices to taxpayers results in a delay throughout the process.

In the event of a delinquency in the payments of taxes on real property, the Tax Collector is required to sell tax certificates on such property to the person who pays the delinquent taxes and interest and certain costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (which shall in no event be more than 18%). Delinquent taxes may be paid by a taxpayer prior to the date of sale of a tax certificate by the payment of such taxes, together with interest and all costs and charges. Tax certificates are sold by public bid, and the proceeds used to pay taxes, interest costs and charges on the land described in the certificate. County-held tax certificates may be purchased, and any tax certificate may be redeemed, in whole or in part, by any person at any time before a tax deed is issued or the property is placed on the list of lands available for sale, at a price equal to the face amount of the certificate or portion thereof, together with all interest, costs and charges due. The proceeds of such a redemption are paid to the tax collector who transmits to the holder of the certificate such proceeds less service charges, and the certificate is canceled. Any holder, other than the county, of a tax certificate which has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemption of tax certificates, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay the tax collector all amounts required to redeem or purchase all outstanding tax certificates held by the applicant covering the land, any omitted taxes, current taxes, and interest, if due, covering the land. If the county holds a tax certificate and has not succeeded in selling it, the county must apply for a tax deed within two years after April 30 of the year of issuance. The county pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale, the private holder of the tax certificates who is bidding for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, redemption of other tax certificates on the land, and the amount paid by such holder in applying for the tax deed, plus interest thereon. In the case of the homestead property, the bid is also deemed to include an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bidders, the holder receives title to the land and the amounts paid for the certificates and in applying for a tax deed are credited towards the purchase price. If there are higher bidders, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate (and all other amounts paid by such holder in applying for a tax deed), plus interest, are forwarded to the holder thereof or credited to such holder if he is the successful bidder.

Excess proceeds ~~are distributed~~ proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholders of record, mortgages of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was assessed on

the tax roll for the year in which the land was assessed, all as their interests may appear.

If there are no bidders at the public sale, the county may at any time within ninety (90) days from the date of offering for public sales purchase the land for a statutorily prescribed minimum bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the minimum bid. Seven (7) years from the date of offering for public sale, unsold lands escheat to the County.

The collections of delinquent taxes on personal property is based generally upon the court ordered levy, seizure and sale of such property for the payment of such taxes. Prior to April 30 of the year following the year in which taxes on tangible property become delinquent, the Tax Collector is required to prepare warrants against the delinquent taxpayers providing for the levy upon, and seizure of, such tangible personal property. The Tax Collector is required to file a petition in the Circuit Court requesting the issuance of an order directing the levy and seizure of the tangible personal property to satisfy the unpaid taxes. Upon the granting of such an order by the Circuit Court, the Tax Collector shall levy upon and seize the personal property and shall therefore hold a public auction at which such property is sold to the highest bidder, with the proceeds being used to pay delinquent taxes and the fees and charges of the Tax Collector.

Investments

The money in the Sinking Fund and the Construction Fund may be invested in Authorized Investments pending their expenditure in accordance with the Bond Resolution. See "Appendix C - Extract of Material Provisions of Bond Resolution" herein.

[MUNICIPAL BOND INSURANCE]

SOURCES AND USES OF PROCEEDS

The sources and uses of proceeds of the sale of the 2001 Bonds are as follows:

Sources:

Par	\$ _____
Original issue premium	_____
Accrued interest	_____
Total Sources	<u>\$ _____</u>

Uses:

Deposit to Construction Fund	\$ _____
Costs of issuance ⁽¹⁾	_____
Deposit to Sinking Fund ⁽²⁾	_____
Total Uses	<u>\$ _____</u>

- (1) Includes Underwriter's' discount, legal, accounting, financial advisory and other related fees and expenses **[and the premium for issuance of the municipal bond insurance policy]**.
- (2) Includes interest from _____ to the date of issuance of the 2001 Bonds **[and interest from such date to _____]. Interest thereafter will be funded from future tax levies]**.

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

[illegible]

¹ includes accrued interest

Based on the January 1, 2001 preliminary taxable assessed value of \$_____ for the City of Fernandina Beach, Florida property, and estimated average annual debt service of \$_____, the millage to be levied in the City for the ~~2001 Bond~~ debt service due in the first year on the Bonds would be approximately _____ mills.

THE PROJECT

The Project to be funded with proceeds of the 2001 Bonds includes the following purposes with approximate estimated costs:

1.	Acquisition of land for Egans Creek Greenway	\$2,900,000
2.	Acquisition of other Natural Areas	950,000
3.	Acquisition of land for neighborhood parks	450,000
4.	Acquisition of expanded beach accesses	450,000
5.	Improvements to City Parks and Recreation Centers	450,000
6.	Design/construct improvements to Egans Creek Greenway	250,000
7.	Improvements to new parks and natural areas (trails, boardwalks, restrooms, signage, parking, etc.)	250,000
8.	Administration Costs	300,000
		<u>\$6,000,000</u>

THE CITY

City Commission

The City Commission is the governing body of the City. The Commission consists of five (5) Commissioners, elected [at large?] for [staggered?] terms of three (3) years. The Commissioners elect one of their members to serve as Mayor and one to serve as Vice-Mayor for a [one-year] term. All of the Commissioners are residents of the City. The current members of the City Commission and the expiration dates of their terms of office are:

<u>Commissioner</u>	<u>Term Expires</u>
James D. Rodeffer, Mayor	May, 2001
Kimberly Page, Vice-Mayor	May, 2003
Robert B. Rogers	May, 2002
Ron Sapp	May, 2003
Patricia Thompson	May, 2002

City Manager

The chief administrator official of the City is the City Manager. The City Manager ~~is directly responsible to the City Commission for execution of all Commission policies directly controls and supervises all departments and divisions of the City. The City Manager is also responsible required to keep the City Commission for the preparation of budgets and for the control and expenditures of departments under his supervision~~

throughout the budget year advised as to the financial condition and needs of the City and to submit for the Commission's consideration an annual budget.

{brief biography of Andy Barton}

Andy M. Barton is the present City Manager. Mr. Barton hold a Bachelor's degree in Literature from the University of South Florida, and possesses both a Master's degree in Management (MBA) from City University in Seattle, Washington, as well as a Master's Degree in Public Policy (MPA) from the same institution.

Mr. Barton possesses more than 27 years of public sector experience, including time as an Executive Director of a state agency (Alaska Public Offices Commission, 1979-1980). He has served the past eighteen years in municipal government. Barton served as a Tax Officer for the City of Bellevue, Washington (1983-1985), and as Assistant City Manager for the City of Kirkland, Washington (1986-1999). He accepted the position of Deputy City Manager for the City of Fernandina Beach, Florida in May 1999. He was appointed Interim City Manager for Fernandina Beach in March 2000, and City Manager in May, 2000.

Deputy City Manager and Interim City Controller

{brief biography of Scott Moye}

Scott M. Moye, Deputy City Manager, has been with the City of Fernandina Beach, Florida since July 2000. He is originally from Waycross, Georgia. Mr. Moye graduated from Georgia College and State University in Milledgeville, Georgia with a BBA in Management Information Systems in Accounting and Finance. He received his Master of Public Administration degree from Georgia Southern University in Statesboro, Georgia.

Before moving to Fernandina Beach, Mr. Moye served as a Comptroller of a large automobile dealership in Waycross for approximately two years. Previously, he served as Assistant to the County Manager in Waycross, Georgia with the Ware County Board of Commissioners for four years. Before joining Ware County, Mr. Moye served as the Administrative and Fiscal Director of the Southeast Georgia Regional Development Center, a regional planning commission in Waycross.

Mr. Moye temporarily also serves as Interim City Controller, until a full-time employee is retained for that position.

City Clerk

{brief description of Charter functions and biography of Mary Mercer}

The City Clerk attends all meetings of the City Commission and keeps a journal of its proceedings; prepares and conducts all municipal elections; countersigns all outgoing checks; and serves as legal custodian of all City records including ordinances, resolutions, proclamations, minutes, and transcripts of the City.

Mary L. Mercer, the present City Clerk, has been with the City for a total of 11 years, serving as City Manager Executive Secretary/Deputy City Clerk, Deputy City Clerk, then recently City Clerk. A long-time resident of the City, Mrs. Mercer is a member of Florida Association of City Clerks, International Institute of Municipal Clerks, Florida Records Management Association, Association of Records Managers and Administrators, Inc., and on the Board of Directors of Yulee Athletic Association. She is currently working toward obtaining designation as a Certified Municipal Clerk.

BONDHOLDERS RISK

The principal security for the payment of the principal of and interest on the 2001 Bonds will be the levy of ad valorem taxes to be collected by the City on property located within the City. Those taxes will be collected as described under "SECURITY AND SOURCES OF PAYMENT FOR THE 2001 BONDS" herein. Although the City is obligated to levy and collect such taxes without regard to any rate limitation, any diminution in such value, including by severe storm or other catastrophe, may adversely affect the City's ability to pay the 2001 Bonds when due.

LITIGATION

In the opinion of the City Attorney, there is no legal proceeding pending or threatened which materially adversely affects the ability of the City to perform its obligations to the holders of the 2001 Bonds or materially adversely affects the financial condition or legal existence of the City.

The City Attorney is of the opinion that there is no litigation or controversy or any nature now pending or threatened to restrain or enjoin the issuance, sale, execution or delivery of the 2001 Bonds or in any way contesting the validity of the 2001 Bonds or any proceedings taken with respect to the authorization, sale or issuance of the 2001 Bonds, including, but not limited to, the approval of the 2001 Bonds at the April 10, 2001 bond referendum and the pledge or application of any moneys or ad valorem tax revenue provided for the payment of or security for the 2001 Bonds or the acquisition and construction of the Project or the application of the proceeds of the 2001 Bonds thereto.

LEGAL MATTERS

General

Legal matters in connection with the authorization, issuance and sale of the 2001 Bonds are subject to the approving legal opinion of Livermore, Freeman & McWilliams, P.A., Jacksonville, Florida, Bond Counsel, whose approving opinion will accompany the 2001 Bonds. The form of the firm's opinion is attached hereto as Appendix D. Certain legal matters will be passed upon for the City by Livermore, Freeman & McWilliams, P.A., as Disclosure Counsel, and by Wesley R. Poole, Esquire, Fernandina Beach, Florida, the City Attorney.

Exercise of Remedies

The various legal opinions to be delivered concurrently with the delivery of the 2001 Bonds will be qualified to the extent that the enforceability of certain legal rights related to the 2001 Bonds and the Bond Resolution is subject to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally.

TAX EXEMPTION

Federal Tax Exemption

The Internal Revenue Code of 1986, as amended (the "Code") established certain requirements which must be met subsequent to the issuance and delivery of the 2001 Bonds in order for the interest thereon to be and remain excluded from gross income for federal income tax purposes. Failure by the City to comply subsequent to the issuance of the 2001 Bonds with certain requirements of the Code regarding the use, expenditure and investment of proceeds of the 2001 Bonds may cause interest on the 2001 Bonds to become includable in gross income for federal income tax purposes retroactive to the date of issuance of the 2001 Bonds. The City has covenanted in the Bond Resolution to comply with such requirements. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants. In addition, the opinion of Bond Counsel regarding the taxation of interest on the 2001 Bonds is based on, and Bond Counsel has assumed the accuracy of, certain representations and certifications and compliance with certain covenants of the City to be contained in the transcript of proceedings relating to the issuance of the 2001 Bonds which are intended to evidence and assure that the 2001 Bonds are and will remain obligations the interest on which is excluded from gross income for federal income tax purposes. Bond Counsel has not independently verified the accuracy of the certifications and representations made by the City.

In the opinion of Livermore, Freeman & McWilliams, P.A., Jacksonville, Florida, Bond Counsel, under existing law, and in reliance upon and assuming compliance with the aforementioned computations, covenants, representations, and certifications (1) the interest on the 2001 Bonds is excluded from gross income for federal income tax purposes and (2) the interest on the 2001 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Reference is made to the proposed form of the opinion of Bond Counsel, contained as Appendix D hereto for the complete text thereof.

Interest on the 2001 Bonds owned by corporations will, however, be taken into account in computing adjusted current earnings for the purpose of the alternative minimum tax.

Banks and thrift institutions are generally unable to deduct a portion of their interest expenses allocable to purchasing or carrying tax-exempt obligations acquired after August 7, 1986. An exception is provided for "qualified tax-exempt obligations" acquired after August 7, 1986 if specifically designated as such by the issuer. Based on certain representations and findings made by the City upon the issuance of the

2001 Bonds.— Bond Counsel is of the opinion that the 2001 Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

A Bondholder's federal tax liability may otherwise be affected by the ownership or disposition of the 2001 Bonds. The nature and extent of these other tax consequences will depend upon the Bondholder's other income or deductions. Bond Counsel will express no opinion regarding any other tax consequences arising with respect to the 2001 Bonds, and prospective purchasers of the 2001 Bonds should consult their tax advisors to the applicability of other consequences of ownership of the 2001 Bonds.

Florida Tax Exemption

Bond Counsel is also of the opinion that the 2001 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, banks and savings associations, all as defined in Chapter 220, Florida Statutes.

Original Issue Discount

In the opinion of Bond Counsel, under existing law, the original issue discount in the selling price of the 2001 Bonds maturing in ____ through ____, (the "Discount Bonds") to the extent properly allocable to each owner of a Discount Bond, is excluded from gross income for federal income tax purposes to the same extent that any interest payable on such 2001 Bonds is or would be excluded from gross income for federal income tax purposes. The original issue discount is the excess of the stated redemption price at maturity of such Discount Bond, which price equals the principal amount of such Discount Bonds, over the initial offering price to the public at which price a substantial amount of such Discount Bonds were sold (the "Issue Price").

Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound interest basis. The amount of original issue discount that accrues to an owner of a Discount Bond during any accrual period generally equals (a) the issue price of such 2001 Bond plus the amount of original issue discount accrued in all prior accrual periods multiplied by (b) the yield to maturity of such Discount Bond (determined on the basis of compounding at the close of each accrual period) less (c) any interest payable on such Discount Bond during such accrual period.

The amount of original issue discount so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, and will increase the owner's tax basis in such Discount Bond. The adjusted tax basis in a Discount Bond will be used to determine taxable gain or loss upon a disposition (e.g., sale, exchange, redemption, or payment at maturity) of such Discount Bond.

Owners of Discount Bonds who did not purchase such Discount Bonds in the initial offering at the Issue Price should consult their own tax advisors with respect to the tax consequences of owning such Discount Bonds.

Owners of Discount Bonds should consult their own tax advisors with respect to the state and local tax consequences of the Discount Bonds. It is possible that under the applicable provisions governing the determination of state and local income taxes, accrued original issue discount on the Discount Bonds may be deemed to be received in the year of accrual, even though there will not be a corresponding cash payment until a later year.

Original Issue Premium

The 2001 Bonds maturing in _____ and _____ (the "Premium Bonds") were offered and sold to the public at an issue price in excess of their stated redemption price at maturity. That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of such Premium Bond, compounded semiannually. No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes upon the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by that owner for the Premium Bond. A purchaser of a Premium Bond at its issue price in the initial public offering who holds that Premium Bond to maturity will realize no gain or loss upon the retirement of that Premium Bond.

Owners of Premium Bonds should consult their own tax advisors with respect to the determination for federal income tax purposes of the amount of bond premium properly accruable in any period with respect to the Premium Bonds and as to other federal tax consequences and state and local tax consequences of the Premium Bonds.

SECONDARY MARKET DISCLOSURE

The City has covenanted for the benefit of 2001 Bondholders to provide certain financial information and operating data relating to the City and the 2001 Bonds in each year, and to provide notices of the occurrence of certain enumerated material events. Annual financial information and operating data and audited financial statements will be filed by the City with each Nationally Recognized Municipal Securities Information Repository (the "NRMSIRs"), as well as any state information depository that is subsequently established in the State of Florida (the "SID"). The notices of material events, when and if they occur, shall be timely filed by the City with the NRMSIRs or the Municipal Securities Rulemaking Board, and with the SID. The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in "APPENDIX E - Continuing Disclosure" attached hereto. The Continuing Disclosure covenants have been made in the Bond Resolution in order to assist the Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

Default under the continuing disclosure obligations is not an Event of Default under the Bond Resolution for any other purpose, and the sole remedy of a bondholder is an action to compel performance by the City.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY LAW

Rule 3E-400.003, Rules of Government Securities, promulgated by the Florida Department of Banking and Finance, Division of Securities, under Section 517.05(I), Florida Statutes ("Rule 3E-400.003"), requires the City to disclose each and every default as to the payment of principal and interest with respect to an obligation issued by the City after December 31, 1975. Rule 3E-400.003 further provides, however, that if the City in good faith believes that such disclosure would not be considered material by a reasonable investor, such disclosures may be omitted.

The City is not and since December 31, 1975 has not been in default as to the payment of principal of or interest on any of its debt obligations.

UNDERWRITING

Hanifen Imhoff Division of Stifel, Nicolaus & Company, Incorporated, The Underwriter, has agreed, subject to certain conditions, to purchase the 2001 Bonds from the City at a price equal to \$_____ (\$_____ par amount, less original issue discount (net of original issue premium) of \$_____, less underwriters' discount in the amount of \$_____), plus accrued interest from _____, 2001 in the amount of \$_____. The offer of the Underwriters to purchase the 2001 Bonds, accepted by the City, provides for the purchase of all of the 2001 Bonds.

The 2001 Bonds are being offered for sale to the public at the prices shown on the cover hereof. The Underwriters may offer and sell the 2001 Bonds to certain dealers and others at prices lower than the public offering prices and following the initial public offering such public offering prices may be changed, from time to time, by the Underwriters.

RATINGS

Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Ratings Services, A Division of The McGraw-Hill Companies ("S&P"), have assigned their underlying municipal bond ratings of "_____" and "_____", respectively, to the 2001 Bonds [and, with the understanding that upon delivery of the 2001 Bonds, a policy insuring the payment when due of the principal of and interest on the 2001 Bonds will be issued by _____, will assign ratings of "Aaa" and "AAA", respectively, to the 2001 Bonds]. Certain information and materials not included in this Official Statement were furnished to the rating agencies. Such ratings reflect the view of such organizations and an explanation of the significance of such ratings may be obtained only from Moody's and S&P. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by such rating agencies if, in their judgment, circumstances so warrant. Neither the City nor the Underwriter has undertaken any responsibility to bring to the attention of the Bondholders any ~~proposed~~ revision or withdrawal of the ratings or to oppose any such revisions or withdrawal. Any such downward revision or withdrawal

of such ratings may have an adverse effect on the market price of the 2001 Bonds. For additional description of the ratings and their meanings, Moody's and S&P should be contacted.

FINANCIAL STATEMENTS

The independent auditors' report of James Moore & Co., P.L., Tallahassee, Florida, certified public accountants, of the general purpose audited financial statements for the City of Fernandina Beach, Florida, at _____, _____, are attached hereto included herein as Appendix B and are an integral part of this Official Statement. The City's auditor James Moore & Co., P.L. has not performed any services relating to, and is therefore not associated with the issuance of the 2001 Bonds, except that the firm has consented to the inclusion of its report in this Official Statement]. Copies of the City's complete [Comprehensive Annual Financial Report] are available from the City upon request. The City is not aware of any material changes in the financial condition or operation of the City since September 30, 2000 which materially adversely affects the security or source of payment of the 2001 Bonds.

MISCELLANEOUS

The information in this Official Statement is presented for the guidance of prospective purchasers of the 2001 Bonds. The information has been compiled from official and other sources and, while not guaranteed by the City, is believed to be correct. Any statements made in this Official Statement and the appendices attached hereto which involve matters of opinion or of estimates, whether or not expressed stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Further information regarding the City, including complete copies of all documents referred to and summarized herein, is available from the office of the City Clerk, 204 Ash Street, Fernandina Beach, Florida, (904) 277-7305.

AUTHORIZATION OF OFFICIAL STATEMENT

The delivery of this Official Statement has been duly authorized by the City. At the time of delivery of the 2001 Bonds, the Mayor-Commissioner and the City Manager will furnish a certificate to the effect that neither the Mayor-Commissioner nor the City Manager has any knowledge or reason to believe that this Official Statement, as of its date and as of the date of delivery of the 2001 Bonds, makes any untrue statement of a material fact or omits to state a material fact which shall be included herein for the purposes for which this Official Statement is to be used, or which is necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

CITY OF FERNANDINA BEACH

By: _____
Mayor-Commissioner,
City of Fernandina Beach

By: _____
City Manager,
City of Fernandina Beach

APPENDIX A
GENERAL INFORMATION
CITY OF FERNANDINA BEACH, FLORIDA

Introduction

The City of Fernandina Beach, Florida, a seaside community in the northeast corner of Florida on Amelia Island, has a rich history since discovery by Europeans in the 1500's.

The French settled in Amelia Island in 1562, but were defeated by the Spanish in 1565, who later named Fernandina in honor of King Ferdinand VII. Control of the area changed hands among the Spanish, English and, briefly the Mexican Rebels, before the U.S. assumed dominion by secession of Florida by the Spanish in 1821. The City was incorporated in 1825.

Founded as a port and the eastern terminus of the first cross-Florida railway to Cedar Key, Fernandina Beach is today a flourishing community attracting tourists to its area beach and golf resorts, fine restaurants, and downtown City historic waterfront district. Principal industries are pulp and paper, with two large pulp mills, Smurfit-Stone and Rayonier, and shrimping.

Principal access to the City is via I-95, north-south; I-10, east-west; and the Jacksonville International Airport, approximately 25 miles from the City.

Population

The City's 2000 census population is 10,549, up from 8,765 in 1990. The City is the principal incorporated area in primarily rural Nassau County, 2000 census population 57,663, 1990 census population 43,941.

City Government

The City employs 191 full-time and 79 part-time employees and provides services through operating departments for public works, community development, fire, police, parks and recreation, golf course, marina, and human resources, all under the supervision and control of the City Manager.

The City's annual budgetary process begins with submissions of departmental budget requests to the City Manager, who reviews and submits a proposed budget to the City Commission by August 1. The Commission holds budget hearings, adopts an ad valorem tax millage rate, tentative and final as required by law, and approves the annual budget prior to each October 1, the beginning of the City's fiscal year. Appropriations cannot exceed revenues to be received plus carryover balances, by state law.

Education

The City is served by the Nassau County public school system, which has 9 elementary, 3 middle and 3 high schools and pupil enrollment of 10,214. There are several area private secondary schools as well. Extensive higher education facilities are available in Jacksonville, approximately 35-50 miles from the City.

Source: _____

Employment

Employment and unemployment data from Nassau County are set forth below:

	Total	Employed	Unemployed	Rate
1996	26,046	24,993	1,053	4.0%
1997	26,908	25,922	986	3.7%
1998	27,527	26,606	921	3.3%
1999	28,258	27,304	954	3.4%
2000	29,068	28,282	786	2.7%

Source: _____

County employment in 1998 is categorized by industry as follows:

Agricultural, Forestry & Fishing	706
Mining	0
Construction	838
Manufacturing	2,142
Transportation/Public Utilities	493
Wholesale Trade	292
Retail Trade	3,681
Finance, Insurance/Real Estate	406
Services	3,975
Government	3,003
Total	15,581

Source: _____

Major private employers in Nassau County are set forth below:

Name	Employees
Amelia Island Plantation	1,175
Smurfit-Stone Container Corporation	772
The Ritz-Carlton	767
Winn-Dixie	525
Rayonier, Inc.	357
White Oak Plantation	335
Baptist Medical Center-Nassau	300

Publix	280
Amelia Island Care Center	170

Source: Nassau County Fact Book, 2000

Financial Information

The ten largest taxpayers in the City are listed below:

[TO COME]

The City has no general obligation debt other than the 2001 Bonds. At the preliminary 2001 tax year taxable assessed valuation of \$ _____, the \$6,000,000 of 2001 Bonds produces a ratio of _____ of bonded debt to assessed value, and is \$568.77 per capita of bonded debt.

CITY OF FERNANDINA BEACH **DIRECT AND OVERLAPPING DEBT** **SEPTEMBER 30, 2000**

<u>Governmental Unit</u>	<u>Bonded Debt</u>	<u>Per Capita</u>
City of Fernandina Beach	\$ -0-	\$ -0-
Nassau County		
School Board of Nassau County		
Total	\$	\$

_____, 2001

City Commission
City of Fernandina Beach, Florida

\$6,000,000
CITY OF FERNANDINA BEACH, FLORIDA
GENERAL OBLIGATION BONDS, SERIES 2001

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the City of Fernandina Beach, Florida (the "City"), of its \$6,000,000 General Obligation Bonds, Series 2001 (the "Bonds"). The Bonds are being issued pursuant to Chapter 166, Part II, Florida Statutes, Sections 100.201 through 100.351, Florida Statutes, and other applicable provisions of law (the "Act"), and Resolution _____, adopted by the City Commission, as the governing body of the City, on _____, as supplemented (collectively, the "Bond Resolution"). Following approval at a bond referendum held in the City on April 10, 2001, the City has pledged its full faith, credit and taxing power, without limitation, for prompt payment of the Bonds and the interest thereon.

We have examined the law and such certified proceedings of the City and other proofs, as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the above referenced instruments and in the certified proceedings and other certifications and opinions of public officials furnished to us without undertaking to verify the same by independent investigation. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Bond Resolution.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly organized and validly existing as a municipal corporation under the Constitution and laws of the State of Florida with the power to adopt the Bond Resolution and to perform the agreements on its part contained therein and to issue the Bonds.

2. The Bond Resolution has been duly adopted by the City and constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms.

3. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding general obligations of the City.

4. All taxable property in the City is subject to ad valorem taxation to pay the Bonds, without limitation as to rate or amount.

5. (a) The interest on the Bonds is excluded from gross income for Federal income tax purposes and is not an item of tax preference for purposes of the Federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for Federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for Federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for Federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

(b) The City has validly designated the Bonds as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code.

6. The Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, as presently enacted and construed, except estate taxes imposed by Chapter 198, Florida Statutes, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, banks and savings association, all as defined in Chapter 220, Florida Statutes.

It is to be understood that the rights of the holders of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and is subject to the valid exercise of the sovereign police powers of the State of Florida, and the constitutional powers of the United States of America.

Respectfully submitted,

CONTINUING DISCLOSURE.

(a) Information To Be Provided to the Public. The City hereby covenants with the registered owners and beneficial owners of any and all of the 2001 Bonds to make public and file the information set forth in subsections (1), (2), (3) and (4) below. Such undertaking is made to comply with Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission (the "SEC") and is intended to be construed to satisfy the requirements of the Rule.

(1) **Annual Financial Information and Operating Data.** On or before April 30 of each year, commencing April 30, 2002, annual financial information and operating data of the City, consistent with the type of financial information and operating data included in the Official Statement for the 2001 Bonds, under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE 2001 BONDS".

(2) **Audited Financial Information.** On or before April 30 of each year, commencing April 30, 2002, a copy of the City's annual audited financial statements prepared in accordance with generally accepted accounting principles. If audited financial statements are not available at the time required to be made public (and filed) as set forth herein, unaudited financial statements shall be made public (and filed) pending the availability of audited financial statements.

(3) **Material Events Notices.** In a timely manner, notice of the following events relating to the 2001 Bonds, if material:

- (i) Principal and interest payment delinquencies;
- (ii) Nonpayment related defaults;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions or events affecting tax-exempt status of the 2001 Bonds;
- (vii) Modifications to rights of Registered Owners of the 2001 Bonds;
- (viii) Bond calls (except mandatory scheduled redemption not otherwise contingent upon the occurrence of an event);
- (ix) Defeasances;

(x) Release, substitution or sale of property securing repayment of 2001 Bonds; and

(xi) Rating changes.

(4) **Notice of Failure to Provide Annual Financial Information.** In a timely manner, notice of the failure of the City to provide the information required by subsections (1) or (2) above within the times specified therefor.

(b) Means of Making Information Public.

(1) Information to be made public by the City shall be transmitted to one or more of the following entities as required by subsection (2) below:

(i) to each nationally recognized municipal securities information repository (as such term is used in SEC Release No. 34-34961) designated from time to time by the SEC ("NRMSIR"), by (1) electronic facsimile transmissions confirmed by first class mail, postage prepaid, or (2) first class mail, postage prepaid, or (3) by whatever other means as are mutually acceptable to the City and the NRMSIR; and

(ii) to the state information depository, as such term is used in SEC Release No. 34-34961 ("SID"), if and when a SID is created for the State of Florida, by (1) electronic facsimile transmissions confirmed by first class mail, postage prepaid, or (2) first class mail, postage prepaid, or (3) by whatever other means as are mutually acceptable to the City and the SID; and

(iii) to the Municipal Securities Rulemaking Board ("MSRB") by (1) electronic facsimile transmission confirmed by first class mail, postage prepaid, or (2) first class mail, postage prepaid, or (3) by whatever other means as are mutually acceptable to the City and the MSRB.

(2) Information shall be transmitted to the following:

(i) all annual financial information and operating data described in subsection (a)(1) above and the annual audited financial information described in subsection (a)(2) above shall be sent to all NRMSIR's and to the SID (if a SID is established for the State of Florida); and

(ii) all material event notices described in subsection (a)(3) above and notices of failure to provide annual financial information described in subsection (a)(4) above, and amendments related to such information made pursuant to subsection (c) hereof, shall be sent to each NRMSIR or to the MSRB, and to the SID (if a SID is established for the State of Florida).

Nothing in this subsection (b)(2) shall be construed to relieve the City of its obligation to provide notices to the Registered Owners of all 2001 Bonds if such notice is required by the Bond Resolution.

(c) Amendment or Modification; Termination.

(1) This Section may be amended or modified from time to time only if (i) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted, (ii) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the issuance of the 2001 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (iii) the amendment does not materially impair the interests of the Registered Owners and beneficial owners of the 2001 Bonds, as determined either by a written opinion of nationally recognized bond or securities counsel, or by approving vote of bondholders pursuant to the terms of the Bond Resolution at the time of the amendment.

The annual financial information containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to an undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison also should be quantitative.

(2) The City reserves the right to terminate its obligation to provide the information described in subsection (a), above if and when the City no longer remains an "obligated person" within the meaning of the Rule.

(3) The City's obligation to provide the information described in subsection (a) above shall terminate when no 2001 Bond remains outstanding under the terms of the Bond Resolution.

(d) Default. In the event of a failure of the City to comply with the above described disclosure provisions, any Registered Owner of a 2001 Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section. Default under this Section shall not be deemed an event of default under the Bond Resolution for any other purpose, and the sole remedy under this Section in the event of any failure of the City to comply with any provision of this Section shall be an action to compel performance.

FEE PAID: \$ _____ SERVICE PROVIDED or FUNCTION SERVED: _____

(4) COMPANY NAME _____
FEE PAID: \$ _____ SERVICE PROVIDED or FUNCTION SERVED: _____

24. ANY OTHER FEES PAID BY THE UNIT OF LOCAL GOVERNMENT WITH RESPECT TO THE BOND ISSUE, INCLUDING ANY FEE PAID TO ATTORNEYS OR FINANCIAL CONSULTANTS:

(1) COMPANY NAME Livermore, Freeman & McWilliams, P.A.
FEE PAID: \$12,000 SERVICE PROVIDED or FUNCTION SERVED: Bond and Disclosure Counsel

(2) COMPANY NAME Poole & Poole, P.A.
FEE PAID: \$5,000 SERVICE PROVIDED or FUNCTION SERVED: Issuer's Counsel

(3) COMPANY NAME _____
FEE PAID: \$ _____ SERVICE PROVIDED or FUNCTION SERVED: _____

(4) COMPANY NAME _____
FEE PAID: \$ _____ SERVICE PROVIDED or FUNCTION SERVED: _____

PLEASE PROVIDE THE SIGNATURE OF EITHER THE CHIEF EXECUTIVE OFFICER OF THE GOVERNING BODY OF THE UNIT OF LOCAL GOVERNMENT OR THE GOVERNMENTAL OFFICER PRIMARILY RESPONSIBLE FOR COORDINATING THE ISSUANCE OF THE BONDS:

NAME (TYPED/PRINTED): Scott M. Moye

SIGNATURE: _____

TITLE: Deputy City Manager/Interim City Controller

DATE: 8/07/01

BF2004-B

ITEMS 25 AND 26 MUST BE COMPLETED FOR ALL BONDS SOLD BY NEGOTIATED SALE

25. MANAGEMENT FEE CHARGED BY UNDERWRITER: \$ 2.00 PER THOUSAND PAR VALUE.
OR
PRIVATE PLACEMENT FEE: \$ _____

_____ NO MANAGEMENT FEE OR PRIVATE PLACEMENT FEE

26. UNDERWRITER'S EXPECTED GROSS SPREAD: \$ 7.50 PER THOUSAND PAR VALUE.

_____ NO GROSS SPREAD

PART IV. RETURN THIS FORM AND THE FINAL OFFICIAL STATEMENT, IF ONE WAS PREPARED, TO:

COURIER DELIVERIES: Division of Bond Finance
State Board of Administration
1801 Hermitage Blvd., Suite 200
Tallahassee, FL 32308

MAILING ADDRESS: Division of Bond Finance
State Board of Administration
P.O. Drawer 13300
Tallahassee, FL 32317-3300

Phone: 904/488-4782
FAX: 904/413-1315

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2022-71
Mutual Aid Agreement Second Amendment - Nassau County Sheriff's Office

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-71.

SYNOPSIS: This is a Second Amendment to the Mutual Aid Agreement for Combined Operational Assistance and Voluntary Cooperation between the Nassau County Sheriff's Office (NCSO) and the Fernandina Beach Police Department (FBPD).

The NCSO and the FBPD have, for many years, by a Mutual Aid Agreement, agreed to assist and cooperate with each other during intense situations, including but not limited to emergencies, and for multi-jurisdictional routine law enforcement purposes, so as to protect the public peace, while preserving the safety, lives and property of the people of Nassau County.

The NCSO operates and administers a program for the employment of deputies during off-duty hours entitled the NCSO's Enforcement Related Secondary Employment program. The FBPD is willing to provide police officers to assist with the provision of sworn law enforcement officers for the implementation of NCSO's Enforcement Related Secondary Employment program, when the need for such services within the unincorporated county exceeds NCSO's off-duty personnel availability. By this amendment to our existing MOU both the NCSO and the FBPD desire to establish a clear understanding of the authority, limitations, and responsibilities of the FBPD officers participating on the NCSO's Enforcement Related Secondary Employment program.

FISCAL IMPACT: No fiscal impact.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-71.

Mark Foxworth, Deputy Chief 3/28/2022

Dale Martin, City Manager 4/4/2022

Tammi E. Bach, City Attorney 4/12/2022

A handwritten signature in blue ink that reads "Katie A. Newton".

Date: March 28, 2022

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2022-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE SECOND AMENDMENT TO THE COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE NASSAU COUNTY SHERIFF'S OFFICE; AUTHORIZING EXECUTION; PROVIDING FOR FILING OF THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, law enforcement agencies have the authority under Section 23.12, Florida Statutes, (The Florida Mutual Aid Act) to enter into a combined mutual aid agreement for law enforcement services which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for rendering of assistance in a law enforcement emergency; and

WHEREAS, the City of Fernandina Beach Police Department and the Nassau County Sheriff's Office entered into a Combined Mutual Aid/Cooperative Agreement approved by the City Commission on August 20, 2013, and approved automatic renewal of said agreement on October 7, 2014; and

WHEREAS, the City of Fernandina Beach and the Nassau County Sheriff's Office amended the agreement in 2019 via Resolution 2019-73; and

WHEREAS, the Fernandina Beach Police Department and Nassau County Sheriff's Office again wish to amend the agreement to include FBPD officers in its Enforcement Related Secondary Employment Program; and

WHEREAS, the City Commission of the City of Fernandina Beach has deemed it to be in the best interest of the citizens of Fernandina Beach, Florida, to amend the Agreement.

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

SECTION 1. The City Commission hereby approves the Second Amendment to the Mutual Aid Agreement, attached hereto as Exhibit "A," between the City of Fernandina Beach Police Department and the Nassau County Sheriff's Office.

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

SECTION 3. The City Clerk is hereby directed to file a copy of the Agreement with the Florida Department of Law Enforcement within 14 days of execution, pursuant to Section 23.1225(4).

SECTION 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 19th 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

**SECOND AMENDMENT TO MUTUAL AID AGREEMENT
FOR COMBINED OPERATIONAL ASSISTANCE
AND VOLUNTARY COOPERATION**

The Mutual Aid Agreement for Combined Operational Assistance and Voluntary Cooperation previously entered into on the 7th day of October, 2014 ("Agreement"), as amended by the execution of the First Amendment to Mutual Aid Agreement for Combined Operational Assistance and Voluntary Cooperation approved by Resolution 2019-73 and signed by the last party on the 7th day of May, 2019 ("First Amendment"), is hereby further amended by this Second Amendment to Mutual Aid Agreement for Combined Operational Assistance and Voluntary Cooperation ("Second Amendment"). This Second Amendment is made and entered into, by, and between the **SHERIFF OF NASSAU COUNTY, FLORIDA**, a constitutional officer of the State of Florida, located at 77151 Citizens Circle, Yulee, Florida 32097 ("NCSO"), and the **CITY OF FERNANDINA BEACH AND FERNANDINA BEACH POLICE DEPARTMENT**, a Florida municipal corporation, with the Police Department being located at 1525 Lime Street, Fernandina Beach, FL 32034 ("FBPD"). This Second Amendment shall become effective upon full execution by signature of the last party to sign ("Effective Date").

RECITALS

WHEREAS, the NCSO and the FBPD have previously agreed to provide certain assistance and cooperation pursuant to the Agreement and First Amendment;

WHEREAS, a sheriff may operate or administer a program to contract for the employment of sheriff's deputies during off-duty hours for public or private security services pursuant to Section 30.2905, Florida Statutes;

WHEREAS, NCSO does operate and administer a program for the employment of deputies during off duty hours and this program is entitled the NCSO's Enforcement Related Secondary Employment program;

WHEREAS, the FBPD is willing to provide police officers to assist with the provision of sworn law enforcement officers for the implementation of NCSO's Enforcement Related Secondary Employment program, when the need for such services within the unincorporated county exceeds NCSO's off duty personnel availability, and

WHEREAS, the NCSO and the FBPD desire to establish a clear understanding of the authority, limitations, and responsibilities of FBPD officers participating in the NCSO's Enforcement Related Secondary Employment program;

NOW, THEREFORE, the NCSO and the FBPD agree and intend to be bound as follows:

- A. Paragraph 3. Voluntary Cooperation of the original Agreement is amended to add item I. to the inclusive list of routine law enforcement functions whereby each Law Enforcement Agency agrees to engage in voluntary cooperation and assistance both within and outside the

boundaries of unincorporated Amelia Island (note for clarification: the remaining provisions of Paragraph 3 remain in full force and affect and are not amended by this Second Amendment):

1. Participation by officers of the FBPD in the NCSO's Enforcement Related Secondary Employment program. For the avoidance of doubt, this provision authorizes the sworn police officers of the City of Fernandina Beach, Florida to be employed pursuant to the authority of 30.2905, Florida Statutes, subject to NCSO policy and procedures governing the NCSO's Enforcement Related Secondary Employment program, outside the city limits of the incorporated City of Fernandina Beach and within the unincorporated areas of Nassau County, Florida.
- B. Paragraph 4. Interagency Incident Command, Jurisdiction and Authority of First Amendment is hereby amended to add item d. (note for clarification: the remaining provisions of Paragraph 4 in First Amendment remain in full force and affect and are not amended by this Second Amendment):
- d. For any participation of a FBPD police officer in the NCSO Enforcement Related Secondary Employment program, when working a secondary employment job outside the city limits of incorporated Fernandina Beach, Florida, all aspects of performance of this off-duty enforcement related secondary employment are under the command and supervision of the respective NCSO chain of command (i.e. any on duty NCSO Sergeant supervising the zone in which the FBPD officer is engaged in secondary employment, or the NCSO Watch Commander).
- C. **Procedure for Request of Assistance for Enforcement Related Secondary Employment.** Should NCSO require assistance to fulfill jobs for enforcement related secondary employment as requested by the residents and businesses of Nassau County, Florida, the NCSO Enforcement Related Secondary Employment Coordinator ("NCSO Coordinator") shall contact a designated point of contact at the FBPD. The FBPD point of contact shall be designated from time to time by the FBPD Chief of Police.
- a. The FBPD point of contact shall offer the opportunity to fulfill this enforcement related secondary employment job request to officers of the FBPD. Once a FBPD officer has agreed, and confirmed to the designated FBPD point of contact that he or she will work the job as requested by the Nassau County Sheriff's Office, if approved, the NCSO Enforcement Related Secondary Employment Coordinator shall create a job in the NCSO secondary enforcement tracking system ("Power Details") and the FBPD officer will be assigned to the job. The NCSO Coordinator, or his/her Chain of Command, has the sole discretion and authority to approve or disapprove any individual FBPD officer for any individual/specific enforcement related secondary employment related job.
 - b. Once the FBPD officer is approved and assigned to an enforcement related secondary employment job by the NCSO Coordinator, NCSO shall then confirm to the FBPD point of contact the assignment is complete. Upon confirmation of assignment in

Power Details to the FBPD point of contact, pursuant to this Second Amendment, the FBPD officer assigned to the job is then bound by all policies and procedures pertaining to the NCSO Secondary Employment as established by the Sheriff, from time to time.

- c. Officers of the FBPD expressly acknowledge, agree, and understand they do not have any law enforcement authority or ability to work enforcement related secondary employment in the unincorporated areas of Nassau County outside the jurisdictional city limits of the City of Fernandina Beach, Florida until previously approved for, and assigned to, a specific job by the NCSO Coordinator in PowerDetails.
- d. All inquiries concerning secondary employment by the residents and businesses of the unincorporated areas of Nassau County, Florida shall be directed to the NCSO Coordinator. Officers of the FBPD are not permitted to organize or solicit for any enforcement related secondary employment in the unincorporated areas of Nassau County outside the jurisdictional city limits of the City of Fernandina Beach, Florida.
- e. Should any FBPD officer violate any of the NCSO Secondary Employment policies or procedures, as establish or amended from time to time, that FBPD officer shall be removed from eligibility to work any further secondary employment jobs under this Second Amendment.

D. Incorporation of NCSO Secondary Employment/Special Details Policy into Second Amendment. The Nassau County Sheriff's Office Secondary Employment/Special Details Policy 4011.00, which is hereby attached as "Attachment A," is expressly incorporated by reference into this Second Amendment, and expressly applies to all FBPD officers working a NCSO Enforcement Related Secondary Employment job upon accepting assignment to the job.

E. Construction of Second Amendment. Nothing in this Second Amendment shall be construed to otherwise permit any extension of jurisdiction to any FBPD officer outside of an approved and assigned enforcement related secondary employment job.

F. Workers' Compensation Coverage to be Provided by the FBPD. In order to ensure compliance with any and all requirements of local, State or Federal law, by execution of this Second Amendment, the FBPD acknowledges, understands, and agrees it shall continually maintain and provide workers' compensation coverage for all FBPD officers engaged in the performance of any Enforcement Related Secondary Employment jobs authorized under this Second Amendment.

G. Survival of Paragraphs and Terms of Original Agreement and First Amendment. All remaining paragraphs, sub-paragraphs, and terms of the Mutual Aid Agreement for Combined Operational Assistance and Voluntary Cooperation, as executed and with an effective date of October 7, 2014, and the First Amendment to Mutual Aid Agreement for Combined Assistance and Voluntary Cooperation, as approved by Resolution 2019-73 and signed by the last party on the 7th day of May, 2019, shall remain in full force and effect and are expressly incorporated

by reference into this Second Amendment.

IN WITNESS WHEREOF, the parties hereto cause this foregoing Second Amendment to Mutual Aid Agreement for Combined Operational Assistance and Voluntary Cooperation to be signed on the date indicated:

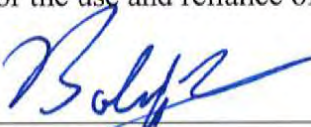


Bill Leeper
Sheriff, Nassau County, Florida

3-30-2022

Date

For the use and reliance of Bill Leeper, Sheriff, only, approval as to form and legal sufficiency:



Bobby Lippelman
General Counsel
Nassau County Sheriff's Office

Mark Foxworth
Chief of Police, Fernandina Beach Police Department

Date

Dale Martin
City Manager

Date

Approved as to form and legality:



Tammi Bach
City Attorney

4/12/2022

Date

ATTEST:

Caroline Best
City Clerk

Date

ATTACHMENT A

4011.00 NASSAU COUNTY SHIERIFF'S OFFICE		Reference:
 SECONDARY EMPLOYMENT/ SPECIAL DETAILS		
Effective date: 7/21/06	Last revision: 4/20/09; 5/3/10; 7/1/11; 4/22/13; 8/31/13; 9/17/13; 8/29/14; 7/29/16; 3/16/18; 2/5/19	

4011.00 PURPOSE

The purpose of this order is to establish Sheriff's Office policy related to secondary employment as well as assignment to work a Special Detail. Additionally, this policy establishes the parameters for secondary employment of employees so that the integrity of the Nassau County Sheriff's Office and reputation of the individual are protected.

4011.10 POLICY

It is the policy of the Nassau County Sheriff's Office to regulate, monitor, and track secondary employment and to prevent conflicts of interest as a result of the nature of any secondary employment and employee's Sheriff's Office employment. Duties and responsibilities associated directly with employment for the Sheriff's Office are always primary to secondary employment. *Secondary employment is a privilege, not a right.* The Sheriff or his designee may revoke, deny, or restrict secondary employment if it is deemed to be in the best interest of the agency. Any deputy working secondary employment using the authority and equipment of the Nassau County Sheriff's Office will be under the direct supervision of the sector supervisor in which the deputy is working. If a supervisor is working the secondary employment, he/she will be under the supervision of the next highest ranking deputy working in the county.

4011.20 DEFINITIONS

- A. **Secondary Employment** - The approval by the Sheriff or designee for an eligible employee to engage in work activities in a secondary or off-duty capacity.

1. **Enforcement Related Secondary Employment** - Secondary employment that is conditioned on the actual or potential use of *real or implied law enforcement powers* or involving jobs for which the deputy is hired as a result of his/her training, background, and/or affiliation as a sworn law enforcement officer. **He/she is to observe all NCSO Written Directives and is considered acting in an official capacity when working an enforcement related secondary employment.**
 2. **Non-Enforcement Related Secondary Employment** - Employment that is not of a law enforcement nature, in which vested law enforcement powers are not a condition of employment, *requiring no real or implied law enforcement service* to the secondary employment employer (i.e., any teaching, lawn maintenance, etc.) See "Employees Starting Their Own Business," section 4011.80 of this directive.
- B. All non-enforcement related secondary employment will require completion and submission of a Secondary Employment Notification (SEN) Form containing all details and conditions of the employment, and will require approval of the employee's chain of command
- C. **Employer** - Any person, government entity, or private business that hires an agency member for secondary employment for any period.
- D. **Dignitary Protection Services** - Secondary employment involving the request for a deputy to provide dignitary protection or related services such as, escorting or chauffeuring of individuals who are considered public figures, senior corporate executive, foreign nationals, celebrities, or government officials not under the protection of another State, or Federal Law Enforcement agency. All dignitary protection services assignments will be coordinated and scheduled by the Secondary Employment Coordinator and approved through the chain of command with final approval resting with the Sheriff or his designee.
- E. **Special Detail** – Any detail or secondary employment that requires specialized planning, coordination, scheduling of personnel and/or other resources and requires implementation of an Incident Action Plan (IAP) in order to provide public safety for a special event or function which is temporary in nature (e.g., parade, fair, public official or celebrity visit, etc.).
- F. **Employee** - Any full-time or part-time salaried member of the agency whether civilian or sworn.
- G. **Billing Cycle** – All Special Details or Secondary Employment billed on and between the first and last day of any given billing cycle.

- H. **Secondary Employment Coordinator** – any person or persons assigned with the primary task of reviewing requests for Secondary Employment, notifying of secondary employment opportunities, assigning employees to those employment opportunities, and billing and invoicing as needed.

4011.30 APPLICATION PROCEDURES

Secondary Employment Job Process:

- A. All secondary employment and special detail requests shall be referred to the appropriate personnel designated by the Sheriff or his designee to coordinate these functions; hereinafter called the Secondary Employment Coordinator
- B. Law enforcement deputies with the rank of Lieutenant and below are authorized to apply for, and work any secondary employment that does not interfere with official Sheriff's Office schedules or events.
- C. Deputies with a rank of Captain or higher may apply for and work secondary employment with prior approval of the Sheriff or his designee.
- D. Deputies shall not apply for a secondary employment opportunity or special detail that ends within six (6) hours of the beginning of their duty shift.
- E. Nothing in this directive shall restrict the Sheriff or his designee from assigning any member to any special detail or secondary employment site at his discretion.
- F. Employers desiring secondary employment for law enforcement services from agency employees may contact any officer or the Nassau County Sheriff's Office. Agency employees approached by potential secondary employment employers shall refer them to the Secondary Employment Coordinator. If the employee desires to be involved with the referral, the potential employer or employee should make the request known to the Secondary Employment Coordinator. The Sheriff or his designee will have final authority and approval concerning the secondary employment or special detail assignment.
- G. The Secondary Employment Coordinator shall review all Secondary Employment/Special Detail requests and reserves the right to require a minimum number of deputies for any job. Request may be approved or denied by the Secondary Employment Coordinator based on the nature of the request and its alignment with policy. The Secondary Employment Coordinator will forward unusual or tentative requests through the chain of command to the Sheriff or his designee for final approval as needed.
- H. Employees are reminded that employers desiring secondary employment or in need of law enforcement services for a special detail shall make their request as soon as

possible prior to the expected start date of employment. However, a minimum of ten (10) days advanced notice is requested. The Sheriff's Office makes no expressed guarantee that a secondary employment job or special detail will be filled.

- I. All approved secondary employment will be reviewed by the Secondary Employment Coordinator every three years for continued approval or revocation.

4011.40 AUTHORIZED SECONDARY EMPLOYMENT

- A. Sworn employees, in good standing, of the Sheriff's Office may work *enforcement related* secondary employment upon final approval of the Sheriff or his designee. Sworn employees working enforcement related secondary employment will abide by the written directives of the NCSO and will be considered acting in an official capacity as a NCSO deputy sheriff.
- B. The Secondary Employment Notification Form will be used for all non-enforcement Secondary Employment authorization, and the Sheriff or his designee's approval is required.
 - 1. Examples of such Secondary Employment include but are not limited to the following:
 - a. Providing teaching outside the agency,
 - b. Employees starting and/or owning their own business;
 - c. Employees providing enforcement related services in exchange for a service, allowance, or cost benefit (ex. school tuition reduction in exchange for traffic control, courtesy officer, etc.);
 - d. Consulting services;
 - 2. Reserve/Auxiliary Deputies may work secondary employment on a limited basis and only when it has been approved by the Sheriff or his designee.
- C. Outside the agency teaching and consulting engagements are considered non-enforcement related activities; consequently, the agency uniform may not be worn nor can agency equipment (inclusive of S.O. vehicle) be used, unless specifically authorized by the Sheriff or his designee.

D. Employees desiring to volunteer or donate their time to charitable organizations for enforcement related secondary employment shall submit a written request thru the employee's chain of command for approval by the Sheriff or his designee. It will be the decision of the Sheriff or his designee to approve any waiver of administrative fees or use of agency equipment for volunteer enforcement related secondary employment. Results of the request will be forwarded to the Secondary Employment Coordinator for recording purposes.

E. Secondary Employment at Licensed Liquor Establishments

1. Personnel, with approval, may accept secondary employment at premises licensed primarily for the sale and/or consumption of alcoholic beverages only when that employment does not conflict with any section of this policy or state statute, and has been approved by the Sheriff or his designee.
2. Approved enforcement related secondary employment under this section will be subject to the following conditions:
 - a. A *minimum of two deputies* must be on the premises throughout the period of secondary employment if the business is a bar or nightclub. Businesses licensed, and operating primarily as restaurants do not necessarily require two officers;
 - b. Personnel are restricted to law enforcement action only;
 - c. Personnel shall not screen patrons for entry or act as bouncers; and
 - d. Personnel will work the parking lot and exterior of the premises. They will only enter the establishment when law enforcement action is required.
3. Under no circumstances will personnel working enforcement related secondary employment at a licensed liquor establishment serving alcohol leave one deputy alone at the business while transporting a prisoner. Instead, an on-duty zone supervisor will be notified of the situation so assistance can be rendered.

F. Restrictions and Prohibitions on Secondary Employment

1. Employees are not authorized to work any secondary employment that has not been approved by the Sheriff or his designee.

2. Employees may be prohibited from working any enforcement related secondary employment due to any of the following circumstances:

- a. While under investigation for a criminal action, administrative action, or discipline which could lead to a suspension or termination of employment;
- b. While receiving worker's compensation wage loss benefits from injuries sustained on duty;
- c. While on Family Medical Leave Act;
- d. While on Retirement Leave or Terminal Leave; or
- e. While relieved of duty (e.g., suspension with or without pay or other reasons determined by the Sheriff or his designee).

NOTE: The Secondary Employment Coordinator shall be advised, in writing by the Sheriff or his designee, of any employee who is not in good standing and suspended from working secondary employment.

3. Employees will not engage in secondary employment following a sick day, bereavement leave, injury on duty (IOD), light duty, or administrative leave until they have been on regular days off for two (2) days, or worked one (1) day. Employees who have been suspended with or without pay will not engage in secondary employment for a period of thirty (30) days following the last day of their suspension and:

- a. Employees are required to have at least eight (8) hours of rest within any and every calculable twenty-four (24) hour period. The eight (8) hours of rest also applies to an employee's days off,
- b. Employees are prohibited from working more than sixteen (16) hours within any and every calculable twenty-four (24) hour period.
- c. If a member is suspended as a part of disciplinary action, the member shall not engage in any overtime, special details, extra duty or secondary employment until thirty (30) days after completion of the disciplinary action.

- d. If the member is placed on probation as part of their disciplinary action, the member shall not engage in any overtime, special details, extra duty or secondary employment during the probationary period without approval of the Sheriff or his designee.
- 4. When enforcement related secondary employment requires the use of numerous deputies, the following criteria shall apply:
 - a. For every five to seven (5-7) deputies required at a specific time and location, at least one supervisor holding the rank of Sergeant or above is required.
 - b. For every five to seven (5-7) sergeants required at a specific time and location, at least one supervisor holding the rank of Lieutenant or above is required.
 - c. Certain events may require an Incident Commander holding the rank of Captain or above.
 - d. The Secondary Employment Coordinator will add additional supervisors and deputies as needed; and
 - e. Supervisors will not engage in secondary employment under the supervision of another Sheriff's Office employee of lower rank.
- 5. The complete patrol uniform, *including body armor*, shall be worn during all enforcement related secondary employment jobs.
 - a. Deputies shall wear reflective vests or other approved high visibility apparel and maintain a visible position outside of their vehicles to direct traffic, as needed, when engaged in enforcement related secondary employment work involving traffic direction or control. Reflective vests must also be worn when engaged in traffic direction or control at roadway construction jobs, unless specifically given an exemption by a Watch Commander or higher authority because of the circumstances of the job (e.g. no traffic control function is performed; only a presence needed, etc.); the blocking of any roadway or portion thereof; or when maintaining a continuous, non-congested traffic flow.

- b. Deputies assigned to specialty units (e.g., Canine Unit, Marine Unit, School Resource Officers, Criminal Intervention Unit, Beach Unit) shall wear the complete regulation issued patrol uniform when engaging in secondary employment, unless the secondary employment is of such a nature that requires their special uniform. (e.g. working waterways for special events, canine exhibit, and special projects).
- 6. Funeral escorts will only be handled by employees with a marked agency vehicle with emergency equipment. Deputies who are issued unmarked units may work these escorts utilizing a marked unit from the Fleet Division (Marked Pool Car) or another deputy.
- 7. Employees who are placed on Federal Active Duty (Title 10) are prohibited from working secondary employment. Employees who have military weekend drills or military annual training can engage in secondary employment.
- 8. Employees working secondary employment are subject to agency recall.
- 9. No deputy or other employee shall become involved in any labor controversy in connection with secondary employment. In the event such a conflict arises where an employee is engaged in secondary employment, that member shall immediately seek the advice of the Watch Commander and shall be governed by the instructions given. The Watch Commander shall notify the member's Captain of the incident.
- 10. No deputy shall engage in secondary employment involving the potential for domestic disputes, unless a minimum of two (2) deputies are assigned, and the employing party has made a request to the Sheriff's Office and the request has been approved.
- 11. Deputies engaging in secondary employment involving the use of law enforcement authority, whether in or out of uniform, shall be subject to the supervision of the next higher-ranking deputy on-duty in the zone where the deputy is employed.
- 12. Law enforcement-related secondary employment, which requires leaving the confines of Nassau County, requires the approval of the Sheriff or his designee.

13. Employees may only engage in secondary employment when it presents no potential conflict of interest between duties as a Sheriff's Office employee and duties required by the secondary employment employer. Employment involving potential conflicts of interest is prohibited whether or not compensation is received. Examples of conflicts of interest include, but are not limited to:

- a. Working as a process server, bill collector, one who repossesses vehicles or other property, or any other similar employment in which a deputy might be expected to exercise his sworn authority to the employer's benefit;
- b. Performing personnel investigations or any employment, which might require access to criminal history information, records, or files as a condition of employment;
- c. Wearing the Sheriff's Office uniform or use of equipment in the performance of tasks other than those of a law enforcement nature (e.g. commercials, advertisements, promotions, etc.) unless approved by the Sheriff or designee;
- d. Voluntarily assisting in any manner, the case preparation of the defense in any criminal action;
- e. Employment prohibited under F.S.S. 561.25, which includes engaging in the sale of alcoholic beverages, or being employed directly or indirectly, with or without compensation, in connection with the operation of any business licensed under the beverage law unless otherwise permitted by statute;
- f. Employment involving bail bond agencies;
- g. Investigative work for attorneys, insurance companies, collection agencies, security firms, or other related businesses;
- h. Employment as a private watchman, private guard, bouncer, or private store detective other than approved enforcement related secondary employment under this policy;
- i. Other employment which adversely affects the performance of official duties or which creates an ethical violation, a violation of ordinance, or a violation of state statute;

- j. When the secondary employment involves operation of a taxicab or other public passenger vehicle without permission of the Sheriff or his designee; and
 - k. When an employee requests to have an interest in or work at a pawnshop in a capacity other than for security purposes.
- 15. Employees are prohibited from engaging in secondary employment while in an on-duty status.
- 16. Entry level probationary deputies may engage in secondary employment when approved by the Sheriff or his designee.
 - a. Deputies on probation who have a minimum of four (4) years' experience with another agency prior to being employed by NCSO shall be able to work secondary employment and/or special detail upon approval of the Sheriff or his designee.
 - b. Entry level probationary deputies/employees must comply with the section 4011.80 "Employees Starting/Purchasing Their Own Business", of this Order when engaging in non-enforcement related secondary employment.
- 17. With the exception of specific details directed by the Sheriff or his designee; deputies working secondary employment or special details will wear the Sheriff's Office patrol uniform.
 - a. Shorts, camouflage or BDU style pants **will not** be worn on secondary employment sites or special details.
 - b. T-shirts, pull over shirts, shirts with emblems such as "security" **will not** be worn on special details.
- 18. Deputies shall not sign up for secondary employment or a special detail for another person, nor shall they give away special detail spots to another person without the approval of the Secondary Employment Coordinator. Employees shall not accept secondary employment opportunities or special detail assignments they do not intend to work. Employees who fail to show up for accepted scheduled secondary employment/special details will be subject to disciplinary action, suspension of secondary employment and or disciplinary action.

I

NASSAU COUNTY SHERIFF'S OFFICE OPERATIONS DIRECTIVE

4011.00-10

G. Employer Restrictions and Responsibilities

1. No secondary employment job or special detail will be authorized if a potential employer places any restrictions of race, religion, color, gender, sexual orientation, age, physical disability or national origin on who may work the job. Assignments for secondary employment or special detail are to be made on a non-discriminatory basis regardless of race, religion, color, gender, sexual orientation, age, physical disability or national origin.
2. Employees may work enforcement related or non-enforcement related secondary employment that does not constitute a threat to the status or dignity of the Sheriff's Office. Examples of employment presenting a threat to the status or dignity of the Sheriff's Office are:
 - a. Establishments whose primary purpose is to engage in the sale of pornographic books, magazines, sexual devices, and or videos, or
 - b. Establishments that provide sexually based entertainment (nude or semi-nude dancing, etc.) or services of a sexual nature.
3. Employers are required to make payment at the time services are provided unless other arrangements are approved in advance by the Secondary Employment Coordinator or other scheduler.
 - a. Payment may be in the form of cash, money order, certified check, and check from a business account or direct deposit. No personal checks will be accepted.
 - b. Employers agree to pay all administrative fees required by NCSO to the employee.
 - c. Invoices will be submitted at the end of each billing cycle.

H. Sheriff's Office Equipment

1. Sheriff's Office equipment, including vehicles, may be used by agency personnel only in the capacity of job performance as needed and/or stated in the job description.

I

NASSAU COUNTY SHERIFF'S OFFICE OPERATIONS DIRECTIVE

4011.00-11

2. Personnel engaged in secondary employment are covered by the provisions of the agency's Workers' Compensation Plan or Liability Indemnification portion of the self-insurance program when the employee is engaged in authorized enforcement related secondary employment and monetary reimbursement is made to the NCSO as directed in 4011.60.

4011.50 SPECIAL DETAIL AND SECONDARY EMPLOYMENT PROCEDURES

- A. Processing of special details will be the responsibility of the Secondary Employment Coordinator. Once a request for a special detail is received, the special detail will either be approved or disapproved by the Sheriff or his designee. If the operation is approved, the Secondary Employment Coordinator will assign personnel to the special detail, and process the necessary paperwork.
- B. The Secondary Employment Coordinator is responsible for maintaining a list of deputy's names that are eligible for special details or secondary employment opportunities. The Coordinator is responsible for keeping the list up to date.
 1. Deputies shall be notified of Special Detail or Secondary Employment opportunities via the operating system Power Details. Deputies will not be chosen to work special details or secondary employment by any other method unless specified by the Sheriff or his designee.
 2. When a request for a special detail or secondary employment is approved, the Secondary Employment Coordinator will announce the special detail or secondary employment opportunity for bid to all eligible members or employees.
 - a. All eligible employees may bid to work the special detail or secondary employment if they meet the criteria and requirements stated in policy.
 - b. Employees will be assigned to the special detail or secondary employment by the Secondary Employment Coordinator or his/her designee.
 - c. Employee assignments will be based on criteria to include but not limited to the following:
 - i. Hours worked to date
 - ii. Seniority
 - iii. Experience or suitability for assignment

- d. In exigent circumstances the Secondary Employment Coordinator may call a deputy to fill a short notice request.
- C. To be eligible to work special details or secondary employment, an employee must be a certified deputy sheriff working or having previously worked in a law enforcement or corrections capacity within the agency, an authorized NCSO Volunteer, a Certified Communications Officer or a certified Reserve/Auxiliary Deputy.
 - 1. Deputies in F.T.O. status may only sign up for and work special details with prior approval of the Sheriff or his designee.
 - 2. Deputies on probationary status may only sign up for and work special details or secondary employment with prior approval of the Sheriff or his designee.

4011.60 FEES

- A. The Sheriff establishes the hourly rate for employees assigned to secondary employment and/or special details. The minimum charge for any secondary employment or special detail (utilizing off-duty personnel) shall be the amount applicable for two (2) hours service, per employee, including cancellations not received within 24 hours.
- B. Charges may be reduced or waived by the Sheriff or his designee for approved charities. Employees may also volunteer to participate, without compensation, in an approved activity such as March of Dimes Walk-A-Thon, or similar charity benefit of verifiable non-profit status, subject to prior approval by the Sheriff or his designee.
- C. Deputies working a special detail or a Secondary Employment assignment (off-duty) shall drive their departmental issued vehicle, or a pool vehicle if a marked unit or cage unit is appropriate, for the assignment (see use of vehicle for authorized secondary employment with enforcement above).

NOTE: Personally owned vehicles shall not be driven to special details (or authorized secondary employment involving enforcement action) except in emergency or extenuating circumstances. If the situation arises that a deputy believes a personal vehicle must be driven to a special detail or secondary employment site, the on duty Watch Commander will be contacted for approval.

- D. Deputies who work Secondary Employment or Special Details in which they are off-duty and compensated are required to reimburse the Sheriff's Office for use of an agency vehicle and workers compensation coverage.
 - 1. The Sheriff or his designee establishes the hourly rate for reimbursement.
 - 2. The Secondary Employment base rate will be set at \$33 (thirty-three dollars) an hour.

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NASSAU COUNTY SHERIFF'S OFFICE OPERATIONS DIRECTIVE

4011.00-13

3. Should a supervisor be required, the rate of pay will increase to \$38 (thirty-eight dollars) an hour for a Sergeant, \$43 (forty-three dollars) for a Lieutenant and \$48 (forty-eight) for a Captain.
 4. Reimbursement to the sheriff's office shall be for use of the agency vehicle and workers compensation coverage, herein after referred to as administrative fees.
 - a. If an agency vehicle or vessel from a specialty unit is required, the rate of reimbursement may be increased as deemed necessary by the Secondary Employment Coordinator.
 - b. The rate for administrative fees for vehicle usage and worker's compensation will be \$2 (two dollars) per hour for each paid hour.
- F. The following are exempt from the payment of administrative fees:
1. Non-enforcement related secondary employment consisting of non-duty related teaching engagements or at the approved training academics;
 2. Employees who have rent free residences or reduced rent residences with no cash stipends, or additional compensation allowances or considerations;
 3. Non-enforcement related secondary employment where agency equipment is not used; and
 4. Volunteer work for charitable or not for profit organizations with no in-kind compensation allowances or considerations (approval is required for waiver of administrative fees).
- G. Deputies engaged in in-kind secondary employment and providing enforcement related services in exchange for some service, allowance, or cost benefit (example: tuition reduction, boat storage fee reduction, free apartment with a cash stipend, or a monthly flat rate compensation for security services) shall be responsible for ensuring the administrative fee is paid by logging the job assignment into the Power Details system or notifying the Secondary Employment Coordinator or appropriate scheduler.
- H. Deputies working special details or secondary employment are required to accurately and properly bill their jobs prior to the last business day of each month.
1. The Secondary Employment Coordinator will provide the NCSO Finance Division with a list/invoice of administrative fees that each employee owes in reimbursement to the agency no later than the 15th of each month.

1. By working special details or secondary employment, employees agree that all administrative fees owed by them will be reimbursed to the NCSO via payroll deduction.
2. NCSO Finance Division will deduct any administrative fees in the payroll cycle following the submission of the aforementioned invoice submitted by the Secondary Employment Coordinator.

**4011.70 DEPUTY PARTICIPATION AND RESPONSIBILITIES WORKING
SECONDARY EMPLOYMENT AND/OR SPECIAL DETAILS**

- A. Deputies working secondary employment or a special detail are required to initiate a call notifying dispatch and other on duty units of the location of the assignment. When more than one employee is assigned to a job then each employee will log in on the same call.
- B. Deputies working secondary employment or a special detail shall report any significant events that occur during the detail in a manner consistent with agency policy and procedure.
 1. Deputies working enforcement related secondary employment shall, as soon as practical, notify the on-duty patrol supervisor of any major incident or noteworthy event.
 2. Sworn personnel will not leave their employment sites or special detail assignment at the end of their secondary employment if a real or impending public safety situation exists.
 3. Sworn personnel will notify the on-duty zone supervisor or Watch Commander of any public safety issues encountered at secondary employment sites and ascertain whether or not to:
 - a. Continue working at the site;
 - b. Request on-duty assistance or relief; or
 - c. Terminate the employment.
- C. Deputies working secondary employment or special details shall comply with all agency directives.
- D. The Sheriff or his designee may suspend deputies who fail to meet their secondary employment or special detail obligations from participation in that or any other

additional secondary employment or special detail assignment for a specified length of time.

E. Participants are responsible for the following at each secondary employment site or special detail:

1. Knowing when and where to report.
2. Being on time. If the reporting time or ending time is changed, the Special Detail or Secondary Employment Coordinator must be notified.
3. Knowing whom to contact on arrival and contacting them.
4. Knowing the assignment and what is expected, including break times or meal times, if any, and any other special instructions.
5. Performing the assignment in a professional manner.
6. If special equipment is required for the secondary employment or on a special detail, such as a boat or motorcycle, only those members who are qualified to operate such equipment may sign up for the detail.

F. When a deputy accepts a job, it is his or her responsibility to work it. Should an emergency arise and the deputy is unable to work the job, the deputy will work with the Secondary Employment Coordinator to find and secure a deputy to replace him/her.

G. Conduct During Enforcement Related Secondary Employment

1. Employees participating in enforcement related secondary employment are governed by all agency policies, procedures, and directives.
2. When exercising law enforcement powers, sworn personnel shall strictly adhere to the policies and procedures related to those powers, as established by state statute and the Nassau County Sheriff's Office written directives. Under no circumstances shall these policies and procedures be deviated from and no employee shall follow any policy, procedure, or directive of a secondary employment employer, which is inconsistent, incompatible, or in conflict with the policies, procedures, and directives of the Nassau County Sheriff's Office.

3. A secondary employment or special detail assignment may be suspended at any time, without advance notice, by a Watch Commander, or above, if such action is deemed to be in the best interest of the agency or employees working the employment/detail and public safety is not compromised. The commanding officer shall notify the Sheriff or his designee via chain of command, as soon as practical, of any suspensions of this nature. The Secondary Employment Coordinator is responsible for conducting an investigative inquiry to determine the circumstances surrounding the suspensions and forward appropriate documentation to the Sheriff or his designee for review.
4. Sworn personnel working enforcement related secondary employment are responsible for all calls for services, arrests, and all applicable written reports for incidents occurring at the secondary employment job site during their duty hours. The on-duty Watch Commander may assist by providing on-duty personnel when necessary. All calls for service shall be documented in accordance with agency procedures.
5. Transportation of prisoners from enforcement related secondary employment jobs or special details shall be subject to the following:
 - a. Upon completion of the call, the off-duty deputy shall request an on-duty deputy to pick up the report(s), evidence, and/or prisoner and transport to appropriate destinations;
 - b. Deputies working secondary employment at liquor establishments shall not transport a prisoner if it results in one deputy being left alone at the business; and
 - c. No prisoner will be transported in a privately owned vehicle.
6. Deputies working enforcement related secondary employment have a responsibility to the employer to be on the job site performing authorized duties. At times, emergencies do occur and deputies working secondary employment are needed to assist on-duty personnel. Deputies will monitor their radios during secondary employment and are reminded that once an emergency is broadcast, they should determine if their assistance is needed. The patrol supervisor can assist in making this decision. If assistance is given, the employee working for a secondary employment employer should return to the job site as soon as practical.

7. On duty Watch Commanders will monitor secondary employment locations and the deputies who are employed at such sites. All Watch Commanders will periodically inspect and be responsible for the secondary employment locations within their respective zones.

4011.80 EMPLOYEES STARTING/PURCHASING THEIR OWN BUSINESS

- A. Employees intending to start their own businesses shall notify their chain of command via a written request Secondary Employment Notification (SEN) form. The employee's chain of command shall review the information submitted by the employee and forward it to the Sheriff or his designee who will determine if a conflict of interest exists with agency policy and applicable law. The information shall include:
 1. The nature of the business, goods and/or services to be provided, in addition to other pertinent information about the business and the extent of the employee's involvement and whether the business is enforcement or non-enforcement related.
 2. A statement of assurance that the business is not in conflict with the policies and procedures of the Sheriff's Office and that it is not in violation of Florida Statute 112.313(7)(A), regulating an employee's employment or contractual services with an individual or entity doing business with the Sheriff's Office.
- B. Once reviewed, whether approved or denied, the request will be maintained with the Secondary Employment Coordinator and a copy will be kept in the employee's personnel file.
- C. Employees owning their own business shall notify their chain of command in writing via an SEN Form when their business enterprise has terminated or ceases to exist. The information will be forwarded to the Secondary Employment Coordinator.

4011.90 JOB SCHEDULERS

- A. An employee accepting the position of a job scheduler shall have the overall responsibility and control over that particular secondary employment job. The job scheduler is responsible for documenting and handling employer complaints and concerns involving job site operations and ensuring agency policy is followed.

- B. Job schedulers are expected to handle employee (Deputy) concerns and complaints about the job. The job scheduler must know what is taking place on his jobs.
- C. Under no circumstances shall an employee other than the Secondary Employment Coordinator be responsible for scheduling for more than two (2) separate employers at any given time.
 - 1. An employee's primary responsibility is to fulfill their duties as assigned to them by the Nassau County Sheriff's Office and duties as a scheduler of secondary employment should not interfere with their primary duties and responsibilities.
 - 2. Should a scheduler need to relinquish scheduling duties for any reason other than short term leaves of absence, duties of scheduling for that employer will be turned over to the Secondary Employment Coordinator unless otherwise approved by the Sheriff or his designee.
- D. All Job Schedulers, including the Secondary Employment Coordinator, will review job assignments regularly and make necessary corrections to ensure accurate billing. Review of job assignments must be done at least once a month prior to the tenth (10th) day of each month to confirm all jobs from the previous month are accurate and complete.
- E. The Secondary Employment Coordinator will finalize all invoices.

ISSUING AUTHORITY



Bill Leeper, Sheriff

-END-

RESOLUTION 2014-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING A COMBINED MUTUAL AID/COOPERATIVE AGREEMENT WITH NASSAU COUNTY SHERIFF'S OFFICE; AUTHORIZING EXECUTION; PROVIDING FOR FILING OF THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, law enforcement agencies have the authority under Section 23.12, Florida Statutes, (The Florida Mutual Aid Act) to enter into a combined mutual aid agreement for law enforcement services which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for rendering of assistance in a law enforcement emergency; and

WHEREAS, the City of Fernandina Beach Police Department and the Nassau County Sheriff's Office entered into a Combined Mutual Aid/Cooperative Agreement approved by the City Commission on August 20, 2013; and

WHEREAS, the City of Fernandina Beach Police Department and the Nassau County Sheriff's Office desire to renew the Mutual Aid Agreement that expired after 12 months.

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

SECTION 1. The City Commission hereby approves the Combined Mutual Aid/Cooperative Agreement, attached hereto as Exhibit A, between the City of Fernandina Beach Police Department and the Nassau County Sheriff's Office for a period of twelve (12) months beginning October 7, 2014, and the Agreement will automatically renew, without further action by the parties, upon the twelve month anniversary of the effective date unless cancelled by either Law Enforcement Agency upon ten days written notice.

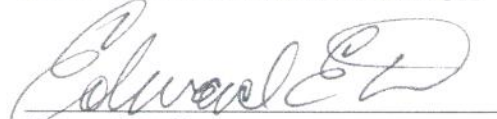
SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the agreement, upon review and approval by the City Attorney.

SECTION 3. The City Clerk is hereby directed to file a copy of the agreement with the Florida Department of Law Enforcement within 14 days of execution, pursuant to Section 23.1225(4).

SECTION 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 7th day of October, 2014.

CITY OF FERNANDINA BEACH

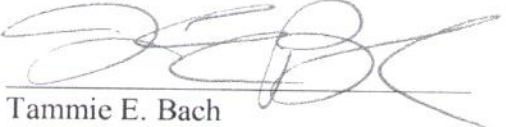

Edward E. Boner
Mayor-Commissioner

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammie E. Bach
City Attorney

**MUTUAL AID AGREEMENT
FOR COMBINED OPERATIONAL ASSISTANCE
AND VOLUNTARY COOPERATION**

This Mutual Aid Agreement ("Agreement") is made and entered into this 1st day of October, 2014 (the "Effective Date"), by and between the Nassau County Sheriff's Office ("NCSO") and the Fernandina Beach Police Department ("FBPD") for Combined Operational Assistance and Voluntary Cooperation as described herein.

RECITALS

WHEREAS, the jurisdiction of NCSO and FBPD (hereafter collectively referred to as the "Law Enforcement Agencies" or "parties") are so located in relation to each other geographically that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to: (1) intensive situations including but not limited to emergencies as defined under section 252.34(3), F.S. and (2) continuing multi-jurisdictional routine law enforcement, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, NCSO and FBPD have the authority under Chapter 23, Florida Statutes, (the Florida Mutual Aid Act), to enter into: (1) a requested operational assistance agreement for the requesting and rendering of assistance in law enforcement intensive situations, incidents and emergencies, and (2) a voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines:

NOW, THEREFORE, NCSO and FBPD agree and intend to be bound as follows:

1. **Incorporation of Recitals.** The above stated Recitals are accurate, true and correct and, by this reference are made a part hereof and are incorporated herein.
2. **Operational Assistance.** The aforesaid Law Enforcement Agencies hereby approve and enter into this agreement whereby each Law Enforcement Agency may request and render law enforcement assistance to the other upon the preparation for, or occurrence of, a natural disaster or other emergency or incident, including but not limited to, responding to civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units. Cooperation and assistance may include, but is not limited to, personnel, equipment, support, or supplies.
3. **Voluntary Cooperation.** Law Enforcement Agencies hereby approve and enter into this Agreement whereby each Law Enforcement Agency may request, render, engage in, and provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The following is an inclusive list of routine law enforcement functions whereby each Law Enforcement Agency agrees to engage in voluntary cooperation and assistance within the boundaries of unincorporated Amelia Island:

- a. investigation of any violations of Florida law to include, but not be limited to, homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 F.S., and violations of the Florida Uniform Traffic Control Law arising from within the jurisdiction of the FBPD;
- b. taking appropriate enforcement action, including but not limited to, arrest or citation of any suspect(s) (when practicable, the on-duty Nassau County Sheriff's Office supervisor shall be notified before enforcement action is taken);
- c. criminal or civil traffic enforcement including the use of moving radar but not stationary radar.

The following is an inclusive list of routine law enforcement functions whereby each Law Enforcement Agency agrees to engage in voluntary cooperation and assistance both within and outside the boundaries of unincorporated Amelia Island:

- a. providing officer backup services during patrol activities;
- b. responding to all felony crimes in progress;
- c. participation on any interagency Special Response Team ("SRT");
- d. participation on an approved inter-agency Narcotics Task Force;
- e. participation in joint criminal or civil traffic enforcement actions or deployments;
- f. participation in any approved inter-agency task force and/or joint investigations;
- g. providing law enforcement personnel (police officers or deputy sheriffs) for staffing special events;
- h. responding to accidents involving motor vehicles along the A1A/SR200 corridor by FBPD while enroute to and from the Nassau County Detention Facility, Nassau County Sheriff's Office or Nassau County Judicial Complex;
- i. handling all criminal traffic enforcement and enforcement of flagrant civil traffic violations which involve a risk of safety to the public, including the use of moving radar but not stationary radar, along the A1A/SR200 corridor by FBPD while enroute to and from the Nassau County Detention Facility, Nassau County Sheriff's Office or Nassau County Judicial Complex;
- j. responding to violent misdemeanor crimes in progress along the A1A/SR200 corridor by FBPD while enroute to and from the Nassau County Detention Facility, Nassau County Sheriff's Office or Nassau County Judicial Complex;
- k. handling disorderly conduct or breach of peace crimes in progress along the A1A/SR200 corridor by FBPD while enroute to and from the Nassau County Detention Facility, Nassau County Sheriff's Office or Nassau County Judicial Complex.

4. **Policy and Procedure for Requesting Assistance and Interagency Incident Command.** It is understood by all parties that NCSO enjoys jurisdiction throughout Nassau County and Fernandina Beach and that NCSO's jurisdiction is not contingent upon or pursuant to this agreement. It is understood by all parties that the purpose of this Agreement is not to extend the territorial jurisdictional of FBPD unconditionally or without limits, but to expressly provide for interagency combined operational assistance

and voluntary cooperation upon request.

- a. In the event that a party to this Agreement needs or desires cooperation or assistance as set forth herein, the requesting Law Enforcement Agency shall notify the Law Enforcement Agency head, or designee, of the cooperating or assisting agency. The Law Enforcement Agency head, or designee, of the agency whose assistance is requested shall evaluate the situation or incident and will respond to the requesting Law Enforcement Agency as to any cooperation or assistance that can be provided. The decision as to whether any cooperation or assistance can be provided, and to what extent, shall be in the discretion of the Law Enforcement Agency head of the agency whose assistance is requested, or designee, and shall be the final decision.
- d. The personnel, resources, support, supplies, or facilities that are assigned by the assisting Law Enforcement Agency shall be under the immediate command of a supervising officer designated by the assisting Law Enforcement Agency. Such designated supervising officer of the assisting agency shall be under the direct supervision and command of the Law Enforcement Agency head of the Law Enforcement Agency requesting assistance, or his designee. In the event the assistance of NCSO is requested by FBPD, the assisting officers shall remain under the command of an NCSO supervisor.

5. Authority, Privileges, Immunities and Costs. Authority of Law Enforcement Officers Operating Pursuant to this Agreement:

- a. Members of FBPD actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their Law Enforcement Agency, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- b. In the event a violation of Florida Statutes should occur in the presence of a law enforcement officer representing his/her respective Law Enforcement Agency in furtherance of this Agreement, the law enforcement officer shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect or suspects.
- c. In the event an officer of FBPD who is investigating a felony or a misdemeanor which occurred within FBPD jurisdiction should develop probable cause to arrest a suspect for that felony or misdemeanor when the suspect is located outside the FBPD officer's jurisdiction, but within Nassau County, the FBPD officer shall be empowered with the same authority to arrest said suspect as the FBPD officer would have within the political subdivision in which he or she is employed. An FBPD officer intending to effect a probable cause arrest pursuant to this

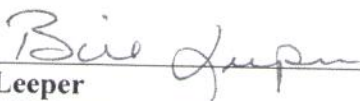
paragraph should, whenever possible, request the assistance of the NCSO or other Law Enforcement Agency having jurisdiction within the area in which the arrest is to take place. Failure to request such assistance shall not, however, affect the validity or legality of any arrest made pursuant to this paragraph.

- d. Each party agrees to furnish necessary equipment, resources and facilities and to render services to each other party to the Agreement as set forth herein, provided however, that neither party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid. The decision as to whether the initiation of cooperation or assistance, or the continued cooperation or assistance, will unreasonably deplete resources shall be in the discretion of the Law Enforcement Agency head of the agency whose assistance is requested, or designee, and shall be the final decision.
 - e. The Law Enforcement Agency furnishing any equipment pursuant to this agreement shall bear the cost of loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof. The parties may, by written mutual agreement concurrent with a situation, incident, or emergency, waive this provision and agree the requesting Law Enforcement Agency will reimburse the Law Enforcement Agency providing cooperation and assistance for pre-approved and itemized equipment, supplies, and resources utilized by the requesting Law Enforcement Agency.
 - f. The Law Enforcement Agency furnishing aid pursuant to this section shall compensate its own employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
 - g. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits which apply to the activity of such officers, agents, or employees of any such Law Enforcement Agency when performing their respective functions within the territorial limits of their own respective jurisdictions shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement. The provisions of this section shall apply with equal effect to sworn or certified law enforcement personnel, civilian personnel, and all paid, volunteer, specially appointed, reserve employees, staff, or personnel.
6. **Insurance, Liability, Sovereign Immunity.** Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16), Florida Statutes, in an amount which is, in the judgment of the governing body or Risk

Manager of each respective party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change. Each party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in section 768.28, Florida Statutes.

7. **Effective Date and Annual Renewal.** This Agreement shall take effect upon the date expressly agreed upon and enumerated on the first page of this Agreement and shall continue in full force and effect for twelve (12) months unless terminated prior thereto by any or all of the parties to the Agreement under Paragraph 8 herein. This Agreement will automatically renew, without further action by the parties, upon the twelve month anniversary of the effective date and each renewal may be canceled pursuant to Paragraph 8 herein.
8. **Cancellation.** This Agreement may be canceled upon ten (10) days written notice by either Law Enforcement Agency. Written notice of cancellation of Agreement must be delivered to the other party by certified mail or hand delivery. Any written notice tendered to NCSO should be mailed or hand delivered to 76001 Bobby Moore Circle, Yulee, FL 32097. Any written notice tendered to FBPD should be mailed or hand delivered to 1525 Lime Street, Fernandina Beach, FL 32034.
9. **Amendments or Modification of Agreement.** Any alterations, modifications, amendments, deletions, of any provisions of this Agreement must be done in writing and signed by both NCSO and FBPD. No written alteration, modification, amendment, deletion, or wavier of any provision of Agreement shall become valid or effective until executed in conformity with this paragraph as signed by both NCSO and FBPD.
10. **Filing Agreement with FDLE.** Pursuant to 23.1225(4), a copy of this Mutual Aid Agreement must be filed with the Florida Department of Law Enforcement ("FDLE") within 14 days after it is signed by the Law Enforcement Agencies. Any amendments or modifications as permitted in Paragraph 5(e) or Paragraph 9 must also be filed with FDLE.

IN WITNESS WHEREOF, the parties hereto cause this foregoing Mutual Aid Agreement For Combined Operational Assistance And Voluntary Cooperation to be signed on the date indicated.

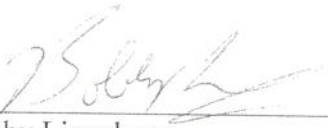


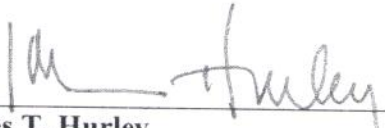
Bill Leeper
Sheriff, Nassau County, Florida

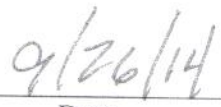
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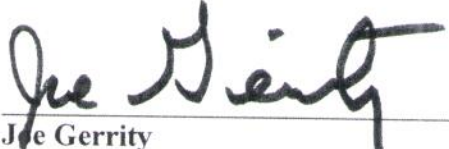
Date

For the use and reliance of Bill Leeper, Sheriff, only, approval as to form and legal sufficiency:


Bobby Lippelman
General Counsel
Nassau County Sheriff's Office

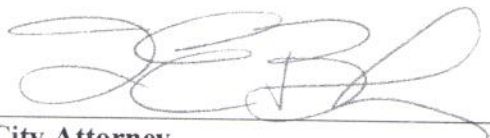

James T. Hurley
Chief of Police, Fernandina Beach Police Department

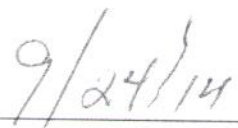

Date


Joe Gerrity
City Manager

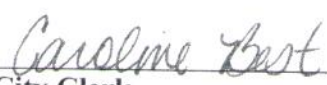

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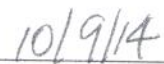
Approved as to form & legality:


City Attorney


Date

ATTEST:


Caroline East
City Clerk


Date

C. GDL
ncso
PS.

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014-~~35~~
Mutual Aid Agreement – Nassau County Sheriff's Office

DEPARTMENT: Police Department

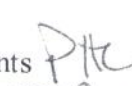
ATTACHMENTS: ☐ Ordinance ☒ Resolution
☐ Support Documents ☐ Other

RECOMMENDED ACTION: Approve Resolution 2014-~~35~~ authorizing a 12-month mutual aid agreement between the City of Fernandina Beach Police Department and Nassau County Sheriff's Office to protect the public peace and safety and preserve the lives and property of the citizens of this community.

SUMMARY: Law enforcement agencies have the authority under Section 23.12, Florida Statutes (The Florida Mutual Aid Act) to enter into a combined mutual aid agreement for law enforcement services which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for rendering of assistance in a law enforcement emergency. The current Mutual Aid Agreement expired August 20, 2014. This new agreement is for a period of 12 months beginning October 7, 2014, and the Agreement will automatically renew, without further action by the parties, upon the twelve month anniversary of the effective date unless cancelled by either Law Enforcement Agency upon ten days written notice.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

DEPARTMENT HEAD	Submitted by: James T. Hurley  Chief of Police	Date: 9/10/14
	Requested Agenda	Date: 10/7/14
FINANCE DEPARTMENT	Approved as to Budget Requirements 	Date: 9/24/14
CITY ATTORNEY	Approved as to Form and Legality 	Date: 9/24/14
CITY MANAGER	Approved Agenda Item for 10/7/14 	Date: 9/22/14

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

Approved at the City Commission Meeting
Held on: 9/24/14
Voted: 5-0 Initial: 

RESOLUTION 2019-73

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING AN AMENDMENT TO THE COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE NASSAU COUNTY SHERIFF'S OFFICE; AUTHORIZING EXECUTION; PROVIDING FOR FILING OF THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, law enforcement agencies have the authority under Section 23.12, Florida Statutes, (The Florida Mutual Aid Act) to enter into a combined mutual aid agreement for law enforcement services which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for rendering of assistance in a law enforcement emergency; and

WHEREAS, the City of Fernandina Beach Police Department and the Nassau County Sheriff's Office entered into a Combined Mutual Aid/Cooperative Agreement approved by the City Commission on August 20, 2013, and approved automatic renewal of said agreement on October 7, 2014; and

WHEREAS, the Fernandina Beach Police Department and Nassau County Sheriff's Office wish to amend the agreement to include the establishment of a multi-agency narcotics task force; and

WHEREAS, the City Commission of the City of Fernandina Beach has deemed it to be in the best interest of the citizens of Fernandina Beach, Florida, to amend the Agreement.

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

SECTION 1. The City Commission hereby approves the First Amendment to the Mutual Aid Agreement, attached hereto as Exhibit "A," between the City of Fernandina Beach Police Department and the Nassau County Sheriff's Office.

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

SECTION 3. The City Clerk is hereby directed to file a copy of the agreement with the Florida Department of Law Enforcement within 14 days of execution, pursuant to Section 23.1225(4).

SECTION 4. This Resolution shall take effect immediately upon passage.

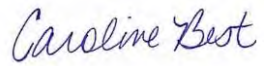
ADOPTED this 7th day of May, 2019.

CITY OF FERNANDINA BEACH



John A. Miller
Mayor-Commissioner

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

**FIRST AMENDMENT TO MUTUAL AID AGREEMENT
FOR COMBINED OPERATIONAL ASSISTANCE
AND VOLUNTARY COOPERATION**

The Mutual Aid Agreement for Combined Operational Assistance and Voluntary Cooperation ("Agreement") previously entered into on the 7th day of October, 2014 is hereby amended by execution of this First Amendment to Mutual Aid Agreement for Combined Operational Assistance and Voluntary Cooperation ("First Amendment"), and becomes effective on the ____ day of ____, 2019 ("Effective Date"). This First Amendment is made and entered into, by and between the **SHERIFF OF NASSAU COUNTY, FLORIDA**, a constitutional officer of the State of Florida, located at 77151 Citizens Circle, Yulee, Florida 32097 ("NCSO"), and the **FERNANDINA BEACH POLICE DEPARTMENT**, a municipal police department, located at 1525 Lime Street, Fernandina Beach, FL 32034 ("FBPD").

RECITALS

WHEREAS, the NCSO and the FBPD previously agreed to assist and cooperate with each other in intensive situations, including but not limited to emergencies, and for multi-jurisdictional routine law enforcement, so as to protect the public peace and safety, and preserve the lives and property of the people;

WHEREAS, the NCSO desires to establish a multi-agency drug and narcotics task force,

WHEREAS, the FBPD desires to formally include the participation of its police officers on an NCSO multi-agency drug and narcotics task force; and

WHEREAS, the NCSO and the FBPD desire to establish a clear understanding of the authority, limitations, and responsibilities of FBPD officers participating on an NCSO multi-agency drug and narcotics task force;

NOW, THEREFORE, the NCSO and the FBPD agree and intend to be bound as follows:

A. Paragraph 4. of the original Agreement is replaced and superseded in its entirety as follows:

4. Requesting Assistance; Interagency Incident Command, Jurisdiction and Authority. It is understood by all parties that NCSO enjoys jurisdiction throughout Nassau County and Fernandina Beach and that NCSO's jurisdiction is not contingent upon or pursuant to this agreement. It is understood by all parties that the purpose of this Agreement is not to extend the territorial jurisdiction of FBPD unconditionally or without limits, but to expressly provide for interagency combined operational assistance and voluntary cooperation upon request.

a. In the event that a party to this Agreement needs or desires cooperation or assistance as set forth herein, the requesting Law Enforcement Agency shall

notify the Law Enforcement Agency head, or designee, of the cooperating or assisting agency. The Law Enforcement Agency head, or designee, of the agency whose assistance is requested shall evaluate the situation or incident and will respond to the requesting Law Enforcement Agency as to any cooperation or assistance that can be provided. The decision as to whether any cooperation or assistance can be provided, and to what extent, shall be in the sole discretion of the Law Enforcement Agency head of the agency whose assistance is requested, or designee.

- b. For operational assistance or voluntary cooperation not related to a multi-agency task force created or organized by the Nassau County Sheriff's Office or for an multi-agency Special Response Team, all personnel, resources, support, supplies, or facilities that are assigned by the assisting Law Enforcement Agency shall be under the immediate command of a supervising officer designated by the Assisting Law Enforcement Agency (i.e. an assisting patrol squad of the FBPD would report to a FBPD Sergeant). Such designated supervising officer of the assisting agency shall be under the direct supervision and command of the Law Enforcement Agency head of the Law Enforcement Agency requesting assistance, or his designee (i.e. the FBPD Sergeant would report to the NCSO Lieutenant/Watch Commander). In the event the assistance of NCSO is requested by FBPD, the assisting officers shall remain under the command of an NCSO supervisor, as NCSO has jurisdiction throughout Nassau County.
 - c. For any multi-agency task force created or organized by the Nassau County Sheriff's Office or for an interagency Special Response Team established pursuant to Paragraph 3 of the Agreement, including but not limited to a multi-agency drug and narcotics task force, all operations are under the command and supervision of the respective NCSO chain of command (i.e. for a Nassau County Sheriff's Office – Fernandina Beach Police Multi-Agency Drug Task Force, all members report to the NCSO Narcotics Sergeant, and the NCSO Criminal Investigations chain of command).
- B. Sub-paragraph 5.a. of the original Agreement is amended as follows (note for clarification: the remaining subparagraphs of Paragraph 5 remain in full force and affect and are not amended by this First Amendment):
 - a. For operational assistance or voluntary cooperation in routine law enforcement matters not related to an multi-agency task force, members of FBPD actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their Law Enforcement Agency, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

FBPD members assigned to any NCSO multi-agency task force shall enjoy full jurisdictional authority anywhere within Nassau County, Florida, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement and First Amendment to Agreement when engaged in task force operations that have been approved by, and involve, NCSO as contemplated by the original Agreement and this First Amendment.

Any FBPD task force members operating outside the city of Fernandina Beach, Florida shall not enjoy extra-jurisdictional authority as a law enforcement officers unless engaged in an approved task force activity as stated in the Agreement or this First Amendment and subject to the supervision and approval limitations of the Agreement and this First Amendment. Task force activities shall be considered authorized only when approved and actually directed and supervised by the NCSO task force supervisor. No extension of jurisdiction or authority is granted by Agreement or this First Amendment for law enforcement activities unless they are approved and supervised as provided herein and are related to task force operations or have been encountered directly incident to an approved and supervised task force operation.

C. Paragraph 6. of the original Agreement is replaced and superseded in its entirety as follows:

6. **Insurance, Liability, Sovereign Immunity.** Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16), Florida Statutes, in an amount which is, in the judgment of the governing body or Risk Manager of each respective party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change. Each party engaging in any mutual cooperation or assistance pursuant to the Agreement or this First Amendment, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees, deputies, officers, or agents while engaging in rendering aid pursuant to the Agreement or this First Amendment to assume full responsibility for same, subject to the provisions of Section 768.28, Florida Statutes, where applicable, and provided such party shall have control of the defense of any suit or claim which said assumption or responsibility applies. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in section 768.28, Florida Statutes.

D. Paragraph 8. of the original Agreement is replaced and superseded in its entirety as follows:

8. **Cancellation.** This Agreement may be canceled upon ten (10) days written notice by either Law Enforcement Agency. Written notice of cancellation of Agreement must be delivered to the other party by certified mail or hand delivery. Any written notice tendered to NCSO should be mailed or hand delivered to 77151 Citizens Circle, Yulee,

FL 32097. Any written notice tendered to FBPD should be mailed or hand delivered to 1525 Lime Street, Fernandina Beach, FL 32034.

- E. **Deconfliction.** In an effort to avoid a situation where investigations may overlap and cause endangerment to law enforcement personnel or the public or compromise an investigation, the parties shall communicate the existence and status of all drug and narcotic related investigations and investigative efforts and techniques within the city limits of Fernandina Beach to the Nassau County Sheriff's Office - Fernandina Beach Police Multi-Agency Drug Task Force ("Drug Task Force"), and engage in the practice commonly known as deconfliction.
- F. **NCSO Drug Task Force: Policies, Procedures, Confidentiality.** The parties acknowledge, understand, and agree that all policies and procedures, general orders, or standard operating procedures of the Nassau County Sheriff's Office pertaining to drug or narcotics related investigations will govern the operations the Nassau County Sheriff's Office - Fernandina Beach Police Multi-Agency Drug Task Force, including but not limited to, the use and operations of confidential informants, Rachel's Law, surveillance, generating reports, property seizures and forfeitures, and the collection and processing of evidence. All information obtained from a Drug Task Force informant or during a Drug Task Force investigation will be freely shared with other members of the Drug Task Force, with the understanding the information will be kept strictly confidential and will only be used in furtherance of Drug Task Force operations and investigations. No information gathered during the course of a Drug Task Force operation or investigation may be disseminated to any non-Drug Task Force member or any third party without the express permission of the NCSO Narcotics Sergeant or his/her chain of command.
- G. **NCSO Drug Task Force: Reports and Public Records.** The parties acknowledge, understand, and agree that all policies and procedures, general orders, or standard operating procedures of the Nassau County Sheriff's Office pertaining to the release of information (including to the media), reports, or public records shall govern the redaction and release of any information, reports, written statements, documents, pictures, or other evidence arising from an Nassau County Sheriff's Office - Fernandina Beach Police Multi-Agency Drug Task Force case.
1. The FBPD shall refer any requests for information, reports, or public records for any matters pertaining to the Nassau County Sheriff's Office Task Force to the NCSO Public Records Division at (904) 225-0331, or MMERCER@NASSAUSO.COM or 77151 Citizens Circle, Yulee, FL 32097.
 2. The FBPD acknowledges, understands, and agrees to keep and maintain all public records that would ordinarily and necessarily be required for all operations or matters pertaining to the Nassau County Sheriff's Office Drug Task Force.
- H. **Survival of Paragraphs and Terms of Original Agreement.** All remaining paragraphs and sub-paragraphs and terms of Mutual Aid Agreement for Combined Operational Assistance

and Voluntary Cooperation, as executed and with an effective date of October 7, 2014, shall remain in full force and effect and are expressly incorporated by reference into this First Amendment.

IN WITNESS WHEREOF, the parties hereto cause this foregoing First Amendment to Mutual Aid Agreement For Combined Operational Assistance And Voluntary Cooperation to be signed on the date indicated.



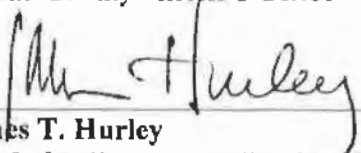
Bill Leeper
Sheriff, Nassau County, Florida

04/16/2019
Date

For the use and reliance of Bill Leeper, Sheriff, only, approval as to form and legal sufficiency:



Bobby Lippelman
General Counsel
Nassau County Sheriff's Office



James T. Hurley
Chief of Police, Fernandina Beach Police Department

4/17/2019
Date



Dale Martin
City Manager

5/7/19
Date

Approved as to form:



Tammi Bach
City Attorney

5/7/19
Date

ATTEST:



Caroline Best
City Clerk

5/7/19
Date

RESOLUTION 2014-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING A COMBINED MUTUAL AID/COOPERATIVE AGREEMENT WITH NASSAU COUNTY SHERIFF'S OFFICE; AUTHORIZING EXECUTION; PROVIDING FOR FILING OF THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, law enforcement agencies have the authority under Section 23.12, Florida Statutes, (The Florida Mutual Aid Act) to enter into a combined mutual aid agreement for law enforcement services which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for rendering of assistance in a law enforcement emergency; and

WHEREAS, the City of Fernandina Beach Police Department and the Nassau County Sheriff's Office entered into a Combined Mutual Aid/Cooperative Agreement approved by the City Commission on August 20, 2013; and

WHEREAS, the City of Fernandina Beach Police Department and the Nassau County Sheriff's Office desire to renew the Mutual Aid Agreement that expired after 12 months.

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

SECTION 1. The City Commission hereby approves the Combined Mutual Aid/Cooperative Agreement, attached hereto as Exhibit A, between the City of Fernandina Beach Police Department and the Nassau County Sheriff's Office for a period of twelve (12) months beginning October 7, 2014, and the Agreement will automatically renew, without further action by the parties, upon the twelve month anniversary of the effective date unless cancelled by either Law Enforcement Agency upon ten days written notice.

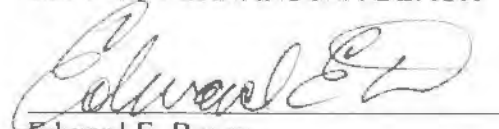
SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the agreement, upon review and approval by the City Attorney.

SECTION 3. The City Clerk is hereby directed to file a copy of the agreement with the Florida Department of Law Enforcement within 14 days of execution, pursuant to Section 23.1225(4).

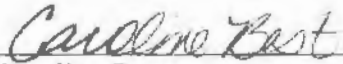
SECTION 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 7th day of October, 2014.

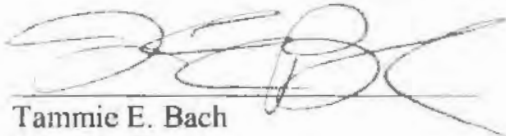
CITY OF FERNANDINA BEACH


Edward E. Boner
Mayor-Commissioner

ATTEST:


Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:


Tammie E. Bach
City Attorney

**MUTUAL AID AGREEMENT
FOR COMBINED OPERATIONAL ASSISTANCE
AND VOLUNTARY COOPERATION**

This Mutual Aid Agreement ("Agreement") is made and entered into this 1st day of October, 2014 (the "Effective Date"), by and between the Nassau County Sheriff's Office ("NCSO") and the Fernandina Beach Police Department ("FBPD") for Combined Operational Assistance and Voluntary Cooperation as described herein.

RECITALS

WHEREAS, the jurisdiction of NCSO and FBPD (hereafter collectively referred to as the "Law Enforcement Agencies" or "parties") are so located in relation to each other geographically that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to: (1) intensive situations including but not limited to emergencies as defined under section 252.34(3), F.S. and (2) continuing multi-jurisdictional routine law enforcement, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, NCSO and FBPD have the authority under Chapter 23, Florida Statutes, (the Florida Mutual Aid Act), to enter into: (1) a requested operational assistance agreement for the requesting and rendering of assistance in law enforcement intensive situations, incidents and emergencies, and (2) a voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines;

NOW, THEREFORE, NCSO and FBPD agree and intend to be bound as follows:

1. **Incorporation of Recitals.** The above stated Recitals are accurate, true and correct and, by this reference are made a part hereof and are incorporated herein.
2. **Operational Assistance.** The aforesaid Law Enforcement Agencies hereby approve and enter into this agreement whereby each Law Enforcement Agency may request and render law enforcement assistance to the other upon the preparation for, or occurrence of, a natural disaster or other emergency or incident, including but not limited to, responding to civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units. Cooperation and assistance may include, but is not limited to, personnel, equipment, support, or supplies.
3. **Voluntary Cooperation.** Law Enforcement Agencies hereby approve and enter into this Agreement whereby each Law Enforcement Agency may request, render, engage in, and provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The following is an inclusive list of routine law enforcement functions whereby each Law Enforcement Agency agrees to engage in voluntary cooperation and assistance within the boundaries of unincorporated Amelia Island:

- a. investigation of any violations of Florida law to include, but not be limited to, homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 F.S., and violations of the Florida Uniform Traffic Control Law arising from within the jurisdiction of the FBPD;
- b. taking appropriate enforcement action, including but not limited to, arrest or citation of any suspect(s) (when practicable, the on-duty Nassau County Sheriff's Office supervisor shall be notified before enforcement action is taken);
- c. criminal or civil traffic enforcement including the use of moving radar but not stationary radar.

The following is an inclusive list of routine law enforcement functions whereby each Law Enforcement Agency agrees to engage in voluntary cooperation and assistance both within and outside the boundaries of unincorporated Amelia Island:

- a. providing officer backup services during patrol activities;
- b. responding to all felony crimes in progress;
- c. participation on any interagency Special Response Team ("SRT");
- d. participation on an approved inter-agency Narcotics Task Force;
- e. participation in joint criminal or civil traffic enforcement actions or deployments;
- f. participation in any approved inter-agency task force and/or joint investigations;
- g. providing law enforcement personnel (police officers or deputy sheriffs) for staffing special events;
- h. responding to accidents involving motor vehicles along the A1A/SR200 corridor by FBPD while enroute to and from the Nassau County Detention Facility, Nassau County Sheriff's Office or Nassau County Judicial Complex;
- i. handling all criminal traffic enforcement and enforcement of flagrant civil traffic violations which involve a risk of safety to the public, including the use of moving radar but not stationary radar, along the A1A/SR200 corridor by FBPD while enroute to and from the Nassau County Detention Facility, Nassau County Sheriff's Office or Nassau County Judicial Complex;
- j. responding to violent misdemeanor crimes in progress along the A1A/SR200 corridor by FBPD while enroute to and from the Nassau County Detention Facility, Nassau County Sheriff's Office or Nassau County Judicial Complex;
- k. handling disorderly conduct or breach of peace crimes in progress along the A1A/SR200 corridor by FBPD while enroute to and from the Nassau County Detention Facility, Nassau County Sheriff's Office or Nassau County Judicial Complex.

- 4. Policy and Procedure for Requesting Assistance and Interagency Incident Command.** It is understood by all parties that NCSO enjoys jurisdiction throughout Nassau County and Fernandina Beach and that NCSO's jurisdiction is not contingent upon or pursuant to this agreement. It is understood by all parties that the purpose of this Agreement is not to extend the territorial jurisdictional of FBPD unconditionally or without limits, but to expressly provide for interagency combined operational assistance

and voluntary cooperation upon request.

- a. In the event that a party to this Agreement needs or desires cooperation or assistance as set forth herein, the requesting Law Enforcement Agency shall notify the Law Enforcement Agency head, or designee, of the cooperating or assisting agency. The Law Enforcement Agency head, or designee, of the agency whose assistance is requested shall evaluate the situation or incident and will respond to the requesting Law Enforcement Agency as to any cooperation or assistance that can be provided. The decision as to whether any cooperation or assistance can be provided, and to what extent, shall be in the discretion of the Law Enforcement Agency head of the agency whose assistance is requested, or designee, and shall be the final decision.
- d. The personnel, resources, support, supplies, or facilities that are assigned by the assisting Law Enforcement Agency shall be under the immediate command of a supervising officer designated by the assisting Law Enforcement Agency. Such designated supervising officer of the assisting agency shall be under the direct supervision and command of the Law Enforcement Agency head of the Law Enforcement Agency requesting assistance, or his designee. In the event the assistance of NCSO is requested by FBPD, the assisting officers shall remain under the command of an NCSO supervisor.

5. Authority, Privileges, Immunities and Costs. Authority of Law Enforcement Officers Operating Pursuant to this Agreement:

- a. Members of FBPD actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their Law Enforcement Agency, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- b. In the event a violation of Florida Statutes should occur in the presence of a law enforcement officer representing his/her respective Law Enforcement Agency in furtherance of this Agreement, the law enforcement officer shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect or suspects.
- c. In the event an officer of FBPD who is investigating a felony or a misdemeanor which occurred within FBPD jurisdiction should develop probable cause to arrest a suspect for that felony or misdemeanor when the suspect is located outside the FBPD officer's jurisdiction, but within Nassau County, the FBPD officer shall be empowered with the same authority to arrest said suspect as the FBPD officer would have within the political subdivision in which he or she is employed. An FBPD officer intending to effect a probable cause arrest pursuant to this

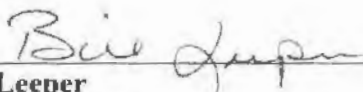
paragraph should, whenever possible, request the assistance of the NCSO or other Law Enforcement Agency having jurisdiction within the area in which the arrest is to take place. Failure to request such assistance shall not, however, affect the validity or legality of any arrest made pursuant to this paragraph.

- d. Each party agrees to furnish necessary equipment, resources and facilities and to render services to each other party to the Agreement as set forth herein, provided however, that neither party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid. The decision as to whether the initiation of cooperation or assistance, or the continued cooperation or assistance, will unreasonably deplete resources shall be in the discretion of the Law Enforcement Agency head of the agency whose assistance is requested, or designee, and shall be the final decision.
 - e. The Law Enforcement Agency furnishing any equipment pursuant to this agreement shall bear the cost of loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof. The parties may, by written mutual agreement concurrent with a situation, incident, or emergency, waive this provision and agree the requesting Law Enforcement Agency will reimburse the Law Enforcement Agency providing cooperation and assistance for pre-approved and itemized equipment, supplies, and resources utilized by the requesting Law Enforcement Agency.
 - f. The Law Enforcement Agency furnishing aid pursuant to this section shall compensate its own employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
 - g. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits which apply to the activity of such officers, agents, or employees of any such Law Enforcement Agency when performing their respective functions within the territorial limits of their own respective jurisdictions shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement. The provisions of this section shall apply with equal effect to sworn or certified law enforcement personnel, civilian personnel, and all paid, volunteer, specially appointed, reserve employees, staff, or personnel.
6. **Insurance, Liability, Sovereign Immunity.** Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16), Florida Statutes, in an amount which is, in the judgment of the governing body or Risk

Manager of each respective party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change. Each party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in section 768.28, Florida Statutes.

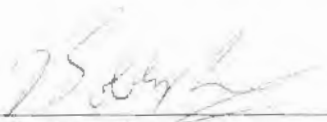
7. **Effective Date and Annual Renewal.** This Agreement shall take effect upon the date expressly agreed upon and enumerated on the first page of this Agreement and shall continue in full force and effect for twelve (12) months unless terminated prior thereto by any or all of the parties to the Agreement under Paragraph 8 herein. This Agreement will automatically renew, without further action by the parties, upon the twelve month anniversary of the effective date and each renewal may be canceled pursuant to Paragraph 8 herein.
8. **Cancellation.** This Agreement may be canceled upon ten (10) days written notice by either Law Enforcement Agency. Written notice of cancellation of Agreement must be delivered to the other party by certified mail or hand delivery. Any written notice tendered to NCSO should be mailed or hand delivered to 76001 Bobby Moore Circle, Yulee, FL 32097. Any written notice tendered to FBPD should be mailed or hand delivered to 1525 Lime Street, Fernandina Beach, FL 32034.
9. **Amendments or Modification of Agreement.** Any alterations, modifications, amendments, deletions, of any provisions of this Agreement must be done in writing and signed by both NCSO and FBPD. No written alteration, modification, amendment, deletion, or wavier of any provision of Agreement shall become valid or effective until executed in conformity with this paragraph as signed by both NCSO and FBPD.
10. **Filing Agreement with FDLE.** Pursuant to 23.1225(4), a copy of this Mutual Aid Agreement must be filed with the Florida Department of Law Enforcement ("FDLE") within 14 days after it is signed by the Law Enforcement Agencies. Any amendments or modifications as permitted in Paragraph 5(e) or Paragraph 9 must also be filed with FDLE.

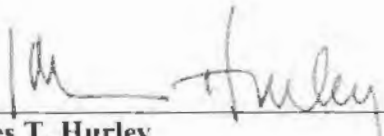
IN WITNESS WHEREOF, the parties hereto cause this foregoing Mutual Aid Agreement For Combined Operational Assistance And Voluntary Cooperation to be signed on the date indicated.

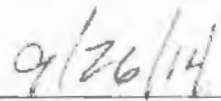

Bill Leeper
Sheriff, Nassau County, Florida

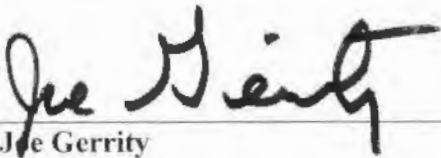
9-3-14
Date

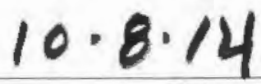
For the use and reliance of Bill Leeper, Sheriff, only, approval as to form and legal sufficiency:


Bobby Lippelman
General Counsel
Nassau County Sheriff's Office


James T. Hurley
Chief of Police, Fernandina Beach Police Department

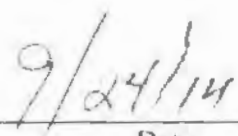

Date


Joe Gerrity
City Manager


Date

Approved as to form & legality:


City Attorney


Date

ATTEST:


City Clerk


Date

C. ADLE
NGSO
RS.

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014-135
Mutual Aid Agreement – Nassau County Sheriff's Office

DEPARTMENT: Police Department

ATTACHMENTS: ☐ Ordinance ☒ Resolution
☐ Support Documents ☐ Other

RECOMMENDED ACTION: Approve Resolution 2014-135 authorizing a 12-month mutual aid agreement between the City of Fernandina Beach Police Department and Nassau County Sheriff's Office to protect the public peace and safety and preserve the lives and property of the citizens of this community.

SUMMARY: Law enforcement agencies have the authority under Section 23.12, Florida Statutes (The Florida Mutual Aid Act) to enter into a combined mutual aid agreement for law enforcement services which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for rendering of assistance in a law enforcement emergency. The current Mutual Aid Agreement expired August 20, 2014. This new agreement is for a period of 12 months beginning October 7, 2014, and the Agreement will automatically renew, without further action by the parties, upon the twelve month anniversary of the effective date unless cancelled by either Law Enforcement Agency upon ten days written notice.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

DEPARTMENT HEAD	Submitted by: James T. Hurley <i>JTH</i> Chief of Police	Date: 9/10/14
	Requested Agenda	Date: 10/7/14
FINANCE DEPARTMENT	Approved as to Budget Requirements <i>PHC</i>	Date: 9/24/14
CITY ATTORNEY	Approved as to Form and Legality <i>TEB</i>	Date: 9/24/14
CITY MANAGER	Approved Agenda Item for 10/7/14 <i>Quay</i>	Date: 9/22/14

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

Approved at the City Commission Meeting
held on 9/24/14
dated: 9-24-14 Initial: *db*

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2022-09
Zoning Change - Abandon 1985 Established Planned Unit Development for the City's
Waterfront Lots A-D

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2022-09 at Second Reading.

SYNOPSIS: In 1985, the City Commission established a Planned Unit Development (PUD) at the City's waterfront to encourage and allow for certain development. 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. The existing PUD has not been adhered to through permitted development by the City since its inception, as evidenced by multiple PUD revisions and the City-initiated subsequent actions over the past 36 years. Over the past 30 years, the City has regularly received citizen feedback that development described within the established PUD is not desirable.

This Ordinance abandons the outdated waterfront PUD to revert to the underlying Future Land Use Map and Zoning classifications. Any future development will be consistent with the underlying future land use map and zoning district of the Industrial Waterfront (IW) category. 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. At its February 9, 2022, meeting, PAB voted 3-2 to approve the repeal of the PUD.

For reference, the applicable Resolutions and timelines of City action at the waterfront are included as backup documentation.

This item was first considered at the March 15, 2022, City Commission meeting, however no action was taken as it was a quasi-judicial hearing.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission proposed Ordinance 2022-09 be enacted at Second Reading.

Kelly Gibson, Planning Director 4/4/2022

Dale Martin, City Manager 4/4/2022

Tammi E. Bach, City Attorney 4/12/2022

Date: March 16, 2022

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Enact

ORDINANCE 2022-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLOIRDA, 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; 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 City of Fernandina Beach has a long history of working to make Amelia River waterfront improvements; and

WHEREAS, the City Commission established a waterfront Planned Unit Development (PUD) via Resolution 788 in 1985 to encourage and allow for certain development; and

WHEREAS, the PUD, as established and amended, has not been adhered to, is outdated, and does not align with citizen feedback regarding the type of development appropriate for the waterfront; and

WHEREAS, it is the desire of the Commission to repeal the established PUD to reduce development potential and provide for future options that are consistent with the City's Comprehensive Plan and Land Development Code and reflective of the community values and expectations as vocalized over the past thirty years; and

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

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on 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 19th day of April, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

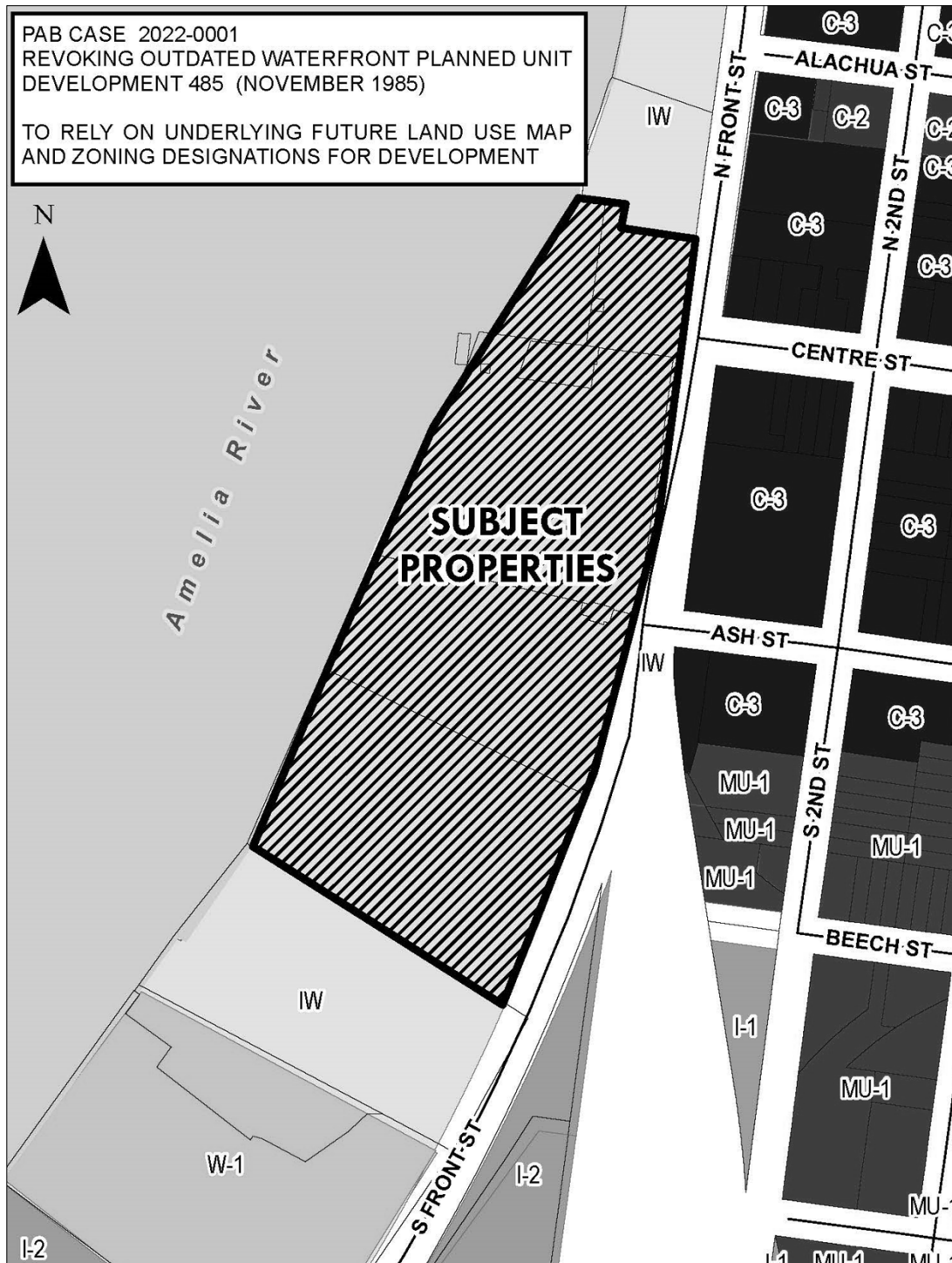
TAMMI E. BACH
City Attorney

Date of First Reading: March 15, 2022
Date of Second/Final Reading: April 19, 2022
Date of Publication: April 6, 2022

ORDINANCE 2022-09
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.





**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:

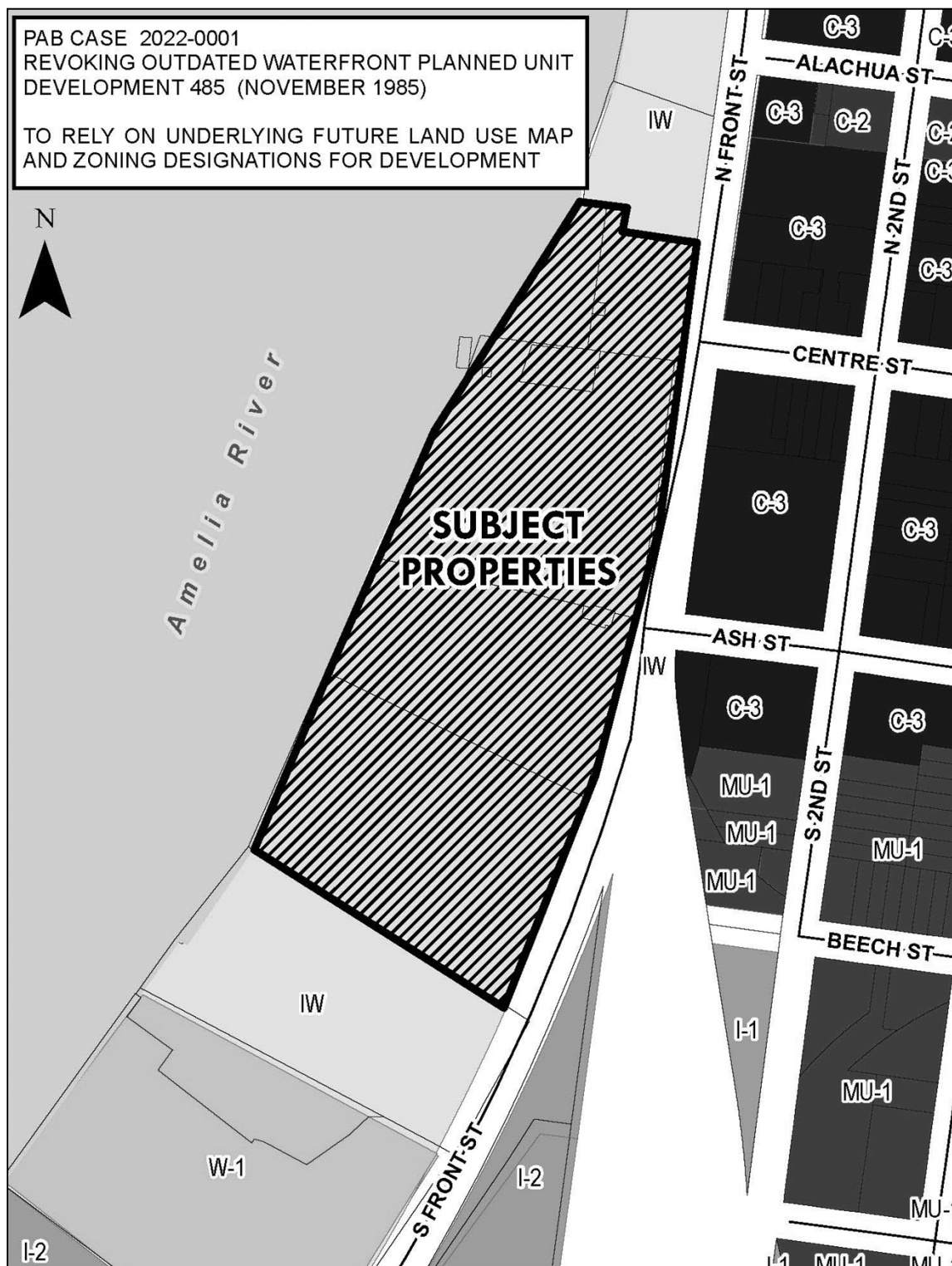
I move to recommend **(approval or denial)** of PAB case number 2022-001 to the City Commission requesting PUD Overlay established be abandoned as described be **(approved or denied)** and that PAB case 2022-001, as presented, **(is or is not)** sufficiently compliant with the



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

Kelly N. Gibson, AICP
Director

Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.



Waterfront Park Planning Efforts + Sequence of Events

Pre-1990	Marina/Waterfront + 8th Street Various Planning Efforts
1999	Vision 2000
2002	Waterfronts Task Force formed
2003- 2004	- Initial CRA Efforts and Discussion at City Commission and Staff Levels Fleet & Associates Waterfront Master Plan
2005	- Vision 2020 - City designation as a Waterfronts Florida Partnership Community - Award of Big P Grant for Marina/ Boardwalk improvements
2006	Waterfronts Community Vision Adopted following workshops
2007	PRAC and WFC park plans developed independently then, later merged
2008	CC approved Conceptual Plan for Lots A-D
2009	- CC 2-year goal setting process identified downtown revitalization WFC & PRAC Approved Schematic Plan for Lots A-D - Bath House Rehab, Marine Welcome Center, Sun Shelters, + Utility Enclosure Constructed - HDC Conceptually Approves Waterfront Park and Front Street Elements
2010	- Grading, Parking, Irrigation, and Sod/ Landscaping work completed in Lots C + D (Phase 1 of Schematic Plan) - Arbor Day Event- Palms Planted along boardwalk in lots A + B - HDC + CC Workshop to discuss Downtown Revitalization (July) - Ed McMahon of ULI visit (September) - Restoration Foundation / City Staff Meetings (November)
2011	- City formed partnership with the Restoration Foundation (January) - Held public outreach and workshops (February to May) - Approved a 5-year Strategic Plan known as Forward Fernandina or F2 (Res 2011-118) - ZCA Schematic Engineering Work Completed for Park and Front Street - CC borrows \$1,884,000 (Res 2011-170) to complete initial efforts towards F2 plan - Front Street Redevelopment Project Kick-Off (December) Waterfront Advisory Group formed to review park elements prior to additional engineering and submission of SJRWMD permit request
2012	- CC Approves revised Waterfront Park Plan (conceptually for further work) in March - ZCA Front Street Construction Drawings completed - HDC Review Approved (COA Issued) - TRC Reviews Completed - SJRWMD Stormwater Management Permit Issued for Front Street <i>CRA Advisory Board formed (Summer)</i>
2013	- Resolution 2013-23 instructs pre-payment of \$1,011,348.86 of the F2 loan - Resolution 2013-27 Budget Amendment to prepay principal note and eliminate specific projects identified in the F2 plan

Waterfront Park Planning Efforts + Sequence of Events

Waterfront PUD Reference Timeline

Date	Resolution	General Description
3/22/2012	2012-202	Conceptual Approval of Waterfront Park Plan
1/17/1989	956	Amending 788 (PUD 0485)
1986	N/A	Timber Bulkhead and Fuel Platform Construction Plans
11/5/1985	788	Approved PUD via Conditional Use Process for (PUD 0485) by Centre Street Development Group
5/21/1985	770	Application for Marina Renovation and Expansion to Department of Natural Resources (now DEP)
3/5/1985	757	Application for Conditional Use PUD0185
2/19/1985	759	Execute CDBG Grant
2/5/1985	755	NOT PASSED Conditional Use Request
12/11/1984	748	Filing Application for CDBG Economic Development Grant
10/2/1984	737	Development Lease for Centre Street Development Group
6/19/1984	729	Bond Referendum for development of marina in an amount of \$3M
5/1/1984	726	Centre Street Waterfront Group, Inc to study, report, and estimate costs of marina expansion
11/17/1981	655	Study of Plans for Marina and Port Development
10/6/1981	652	RESCINDED: Study of Plans for Marina and Port Development

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

APPROVED AS TO FORM:

Tammi E. Bach
City Attorney

ATTEST:

Mary L. Mercer
City Clerk

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



W A T E R S I D E



F R O N T S T R E E T

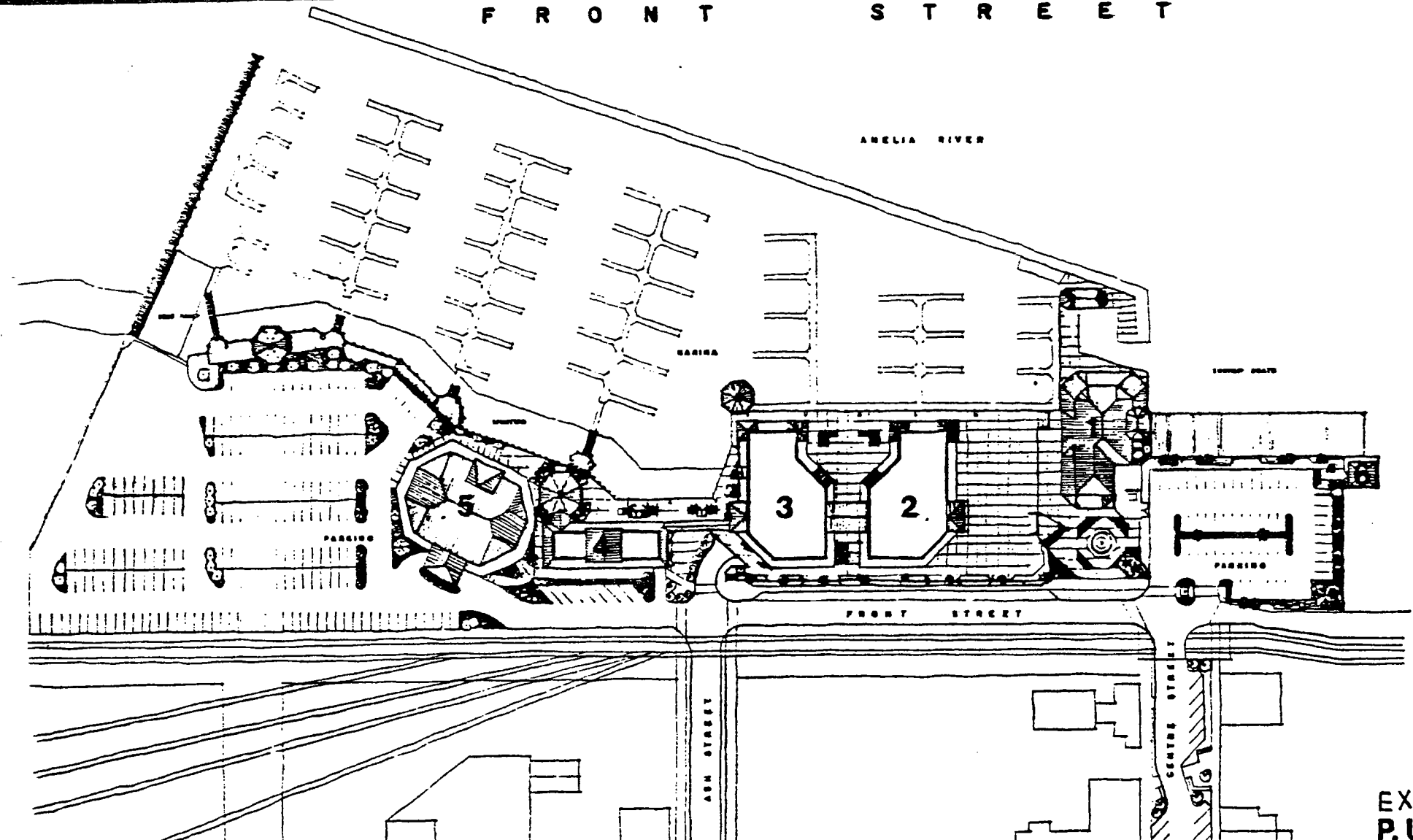


EXHIBIT "A"
P. U. D. REVISION

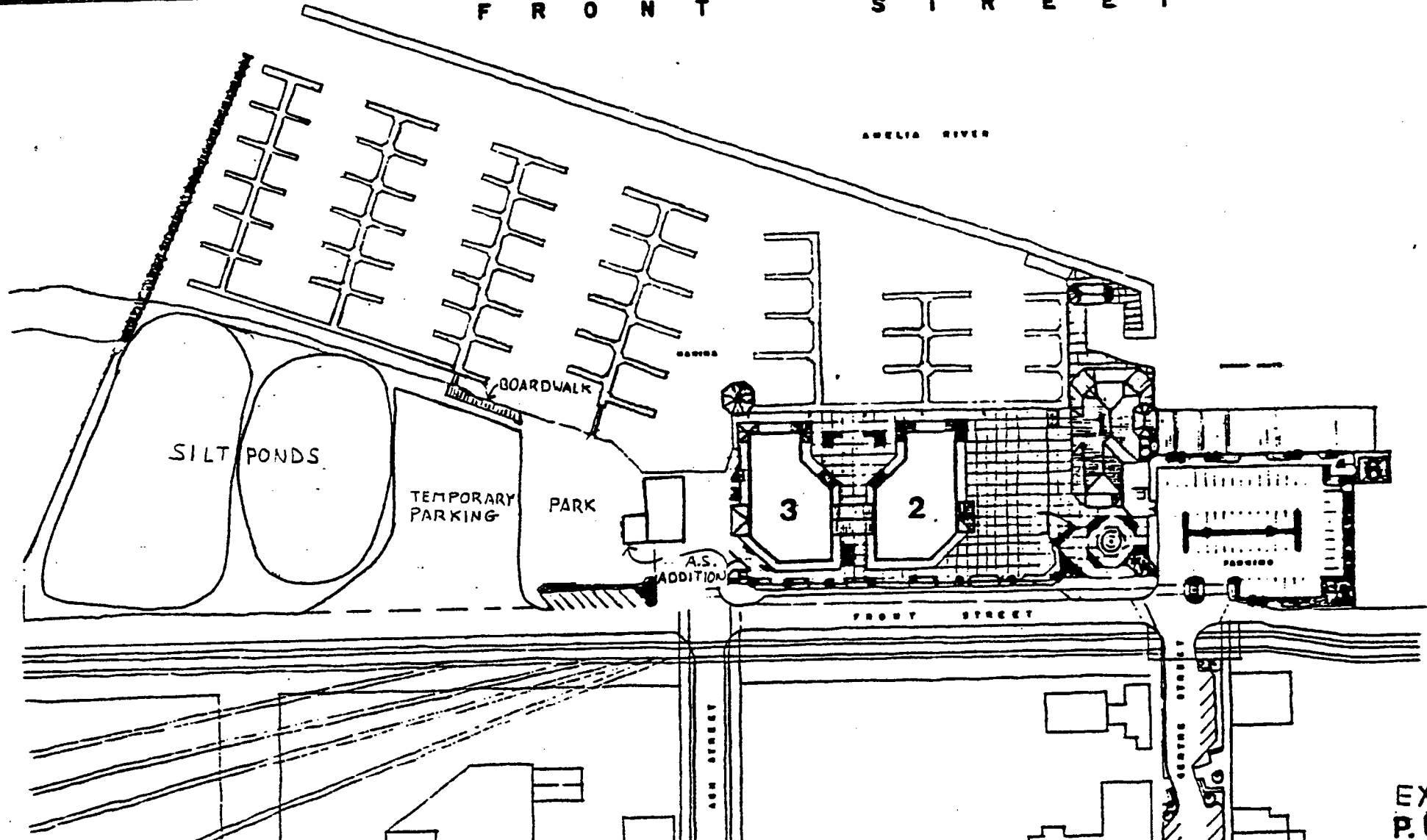
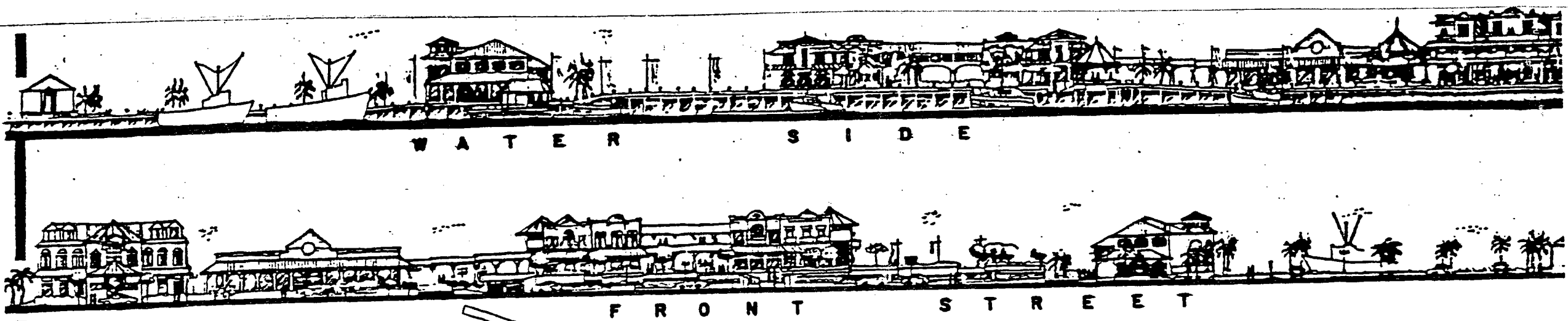


EXHIBIT "B"
P.U.D. REVISION



W A T E R S I D E



F R O N T S T R E E T

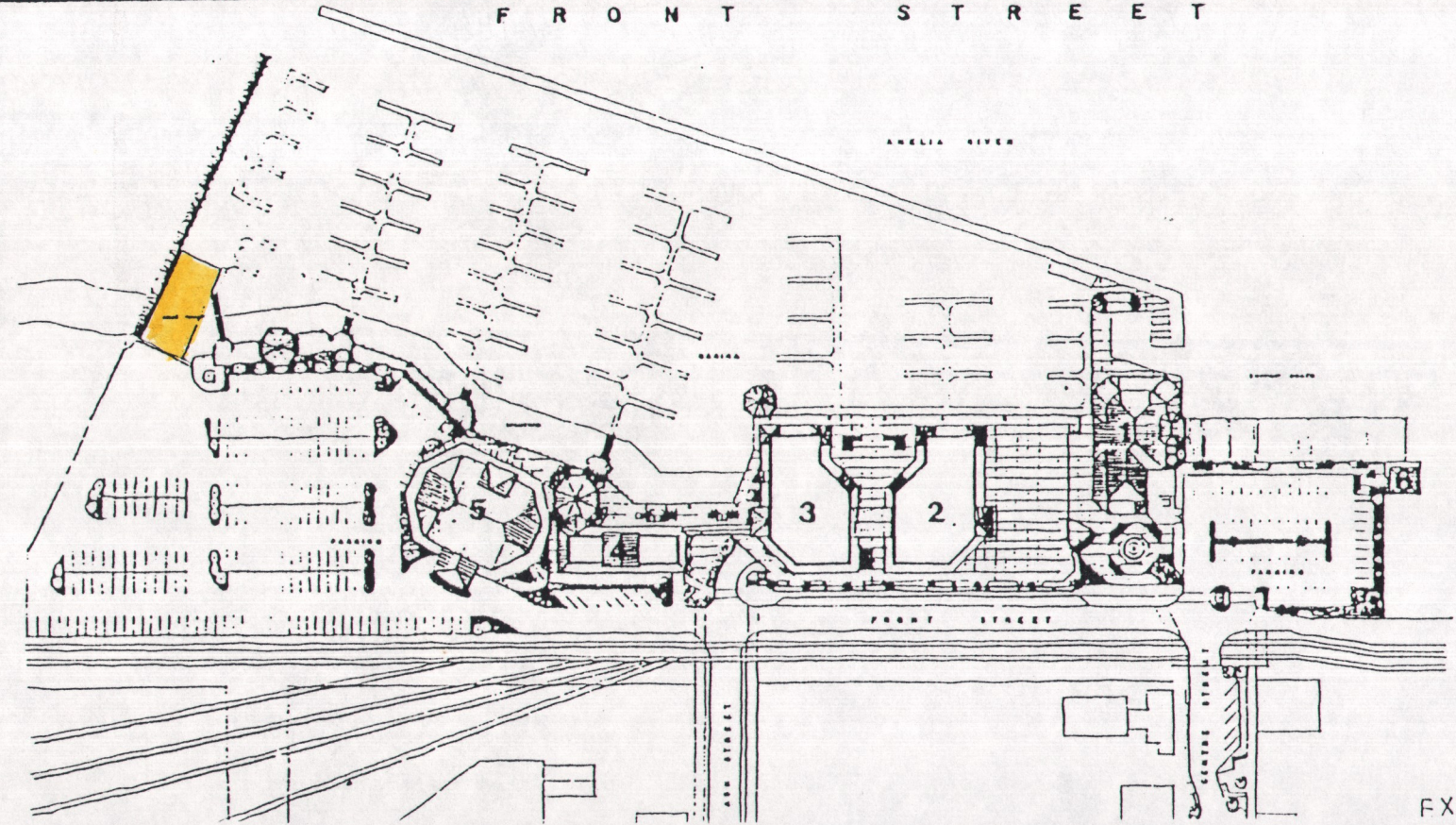


EXHIBIT 'A'

W A T E R S I D E

F R O N T S T R E E T

See Minutes
of 6/6/89
m

ANGLIA RIVER

SILT POND EXPANSION

EXISTING SILT POND

SOUTH PARKING
LOT - 54 SPACES

PARK AREA
+ 24 SPACES

3

2

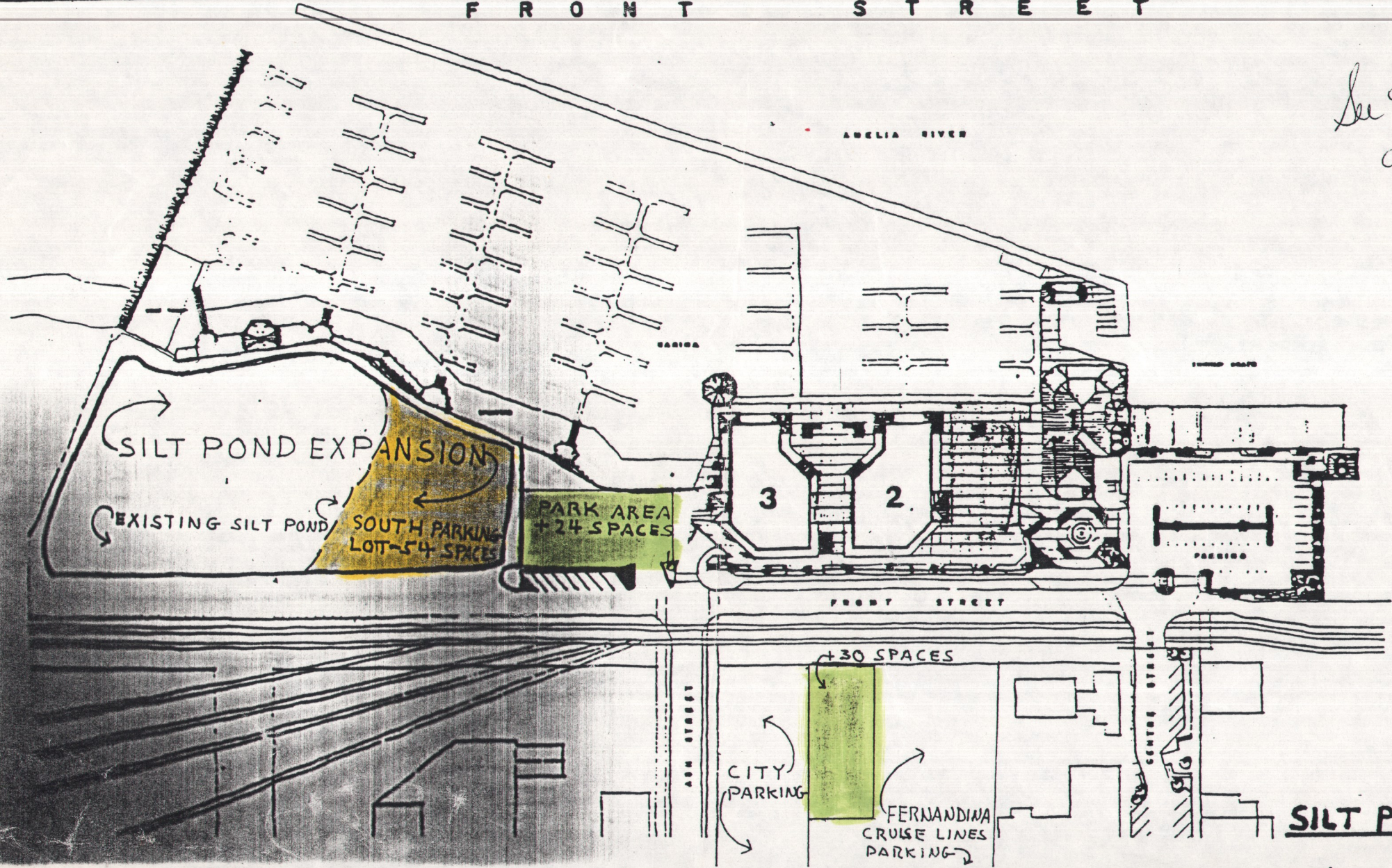
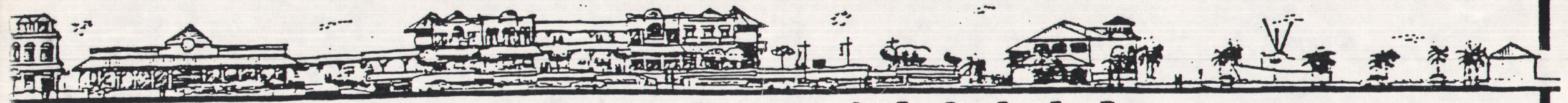
FRONT STREET

+ 30 SPACES

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.**

→ 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.

MINUTES
Regular Meeting
January 17, 1989
Page Three

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



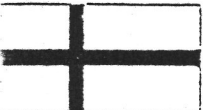
1597 - 1735 1746 - 1763
1783 - 1821
GREAT BRITAIN



1736 - 1748 1763 - 1783
PATRIOTS FLAG



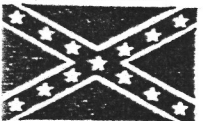
1812
GREEN CROSS OF FLA



1817
MEXICO



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*
Henry J. Lannon, Building Official

SUBJECT: Staff Meeting - Center Street Waterfront Group

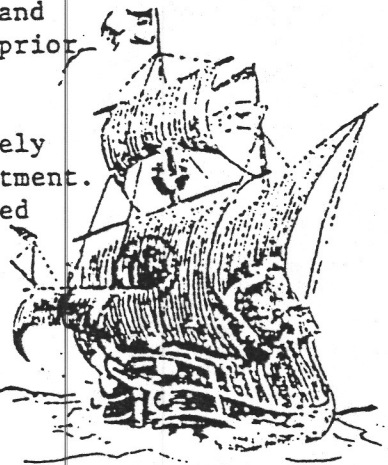
In attendance: Bob Cole, Jim Higginbotham, Butch Williams, Ferris B. Jones and Henry J. Lannon

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

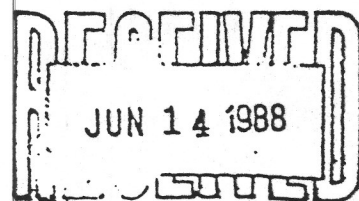
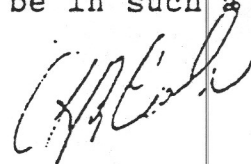
From: F. R. Cole

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.



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

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:

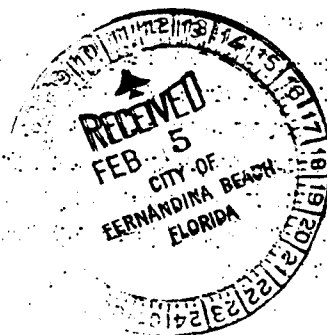
- A. (1) Given the present investors lack of the necessary expertise, we recommend that the city take back all lands designated for commercial buildings, except Brett's Waterway Cafe.
- (2) The investors, being relieved of all commercial development, will be required to complete amenities designed to 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



REPLY TO
ATTENTION OF

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



APR 23 1992

Regulatory Division
North Permits Branch

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.

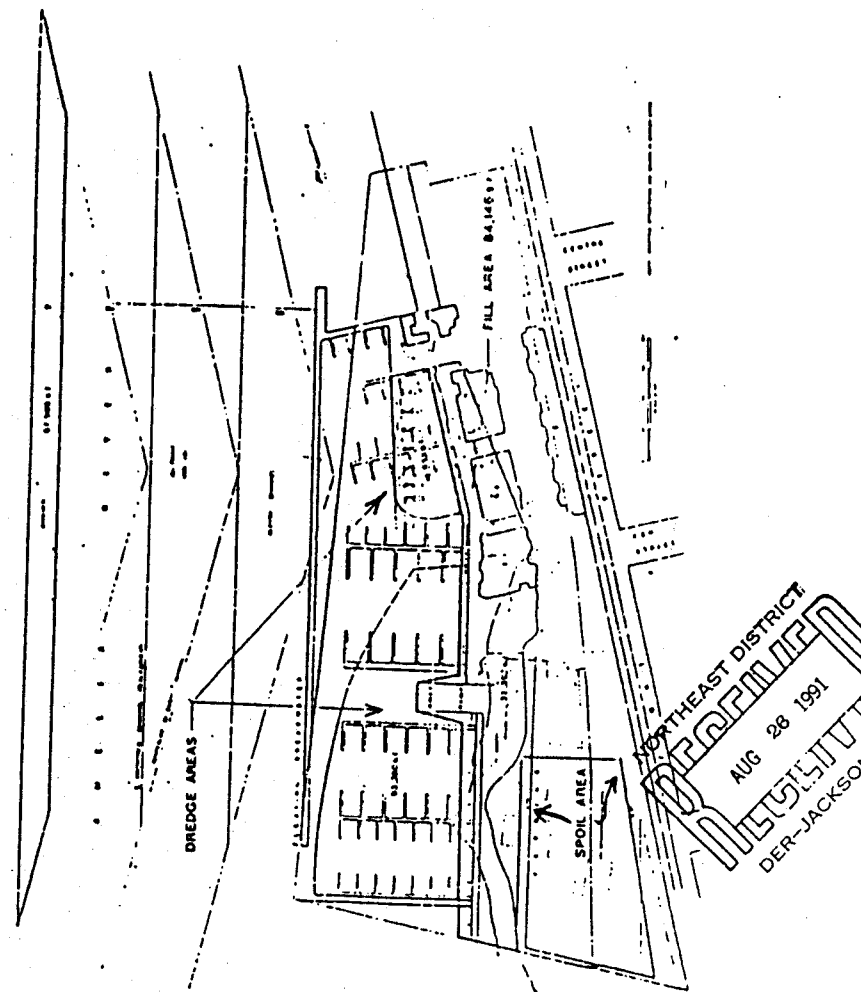
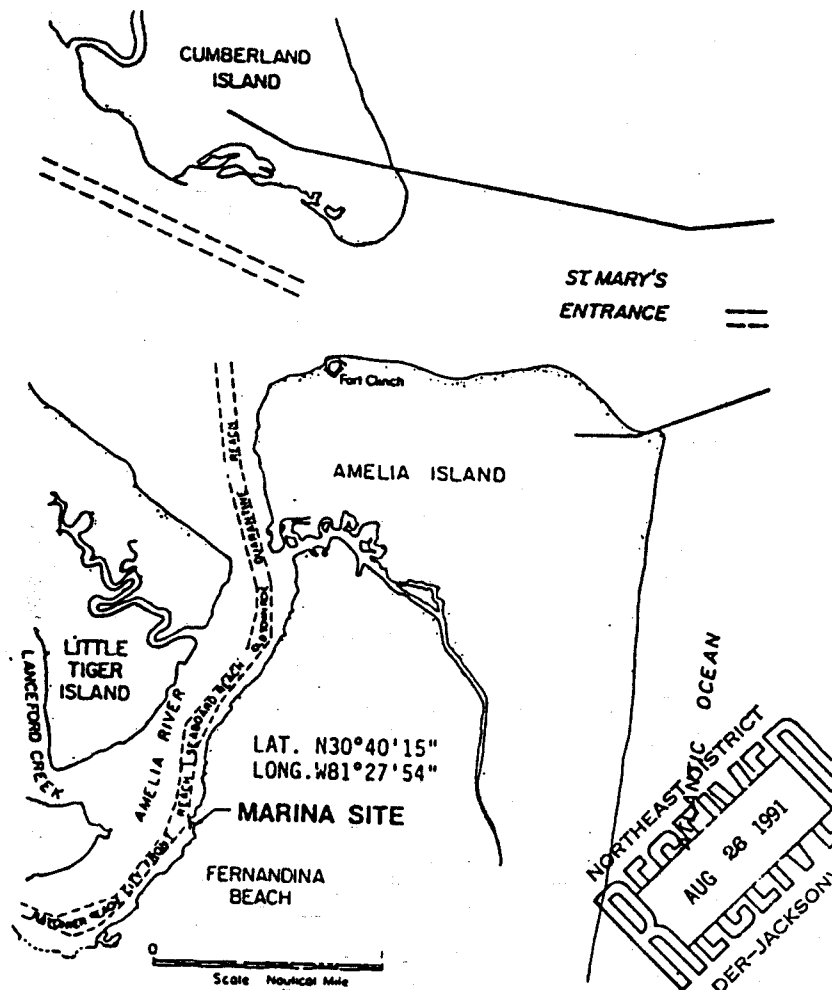
WORK & PURPOSE: The applicant proposes to maintenance dredge the marina basin. Approximately 16,000 cubic yards of material would be dredged from the basin and deposited in the upland spoil area. After the material dries it will be hauled offsite. In addition, the marina basin would be periodically dredged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



General Locations of Dredging and Spoil Areas

Purpose: Maintenance Dredging

Datum: Mean Low Water

Adjacent Property Owners:

Steve Simmons;

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

Purpose: Maintenance Dredging

Datum: Mean Low Water

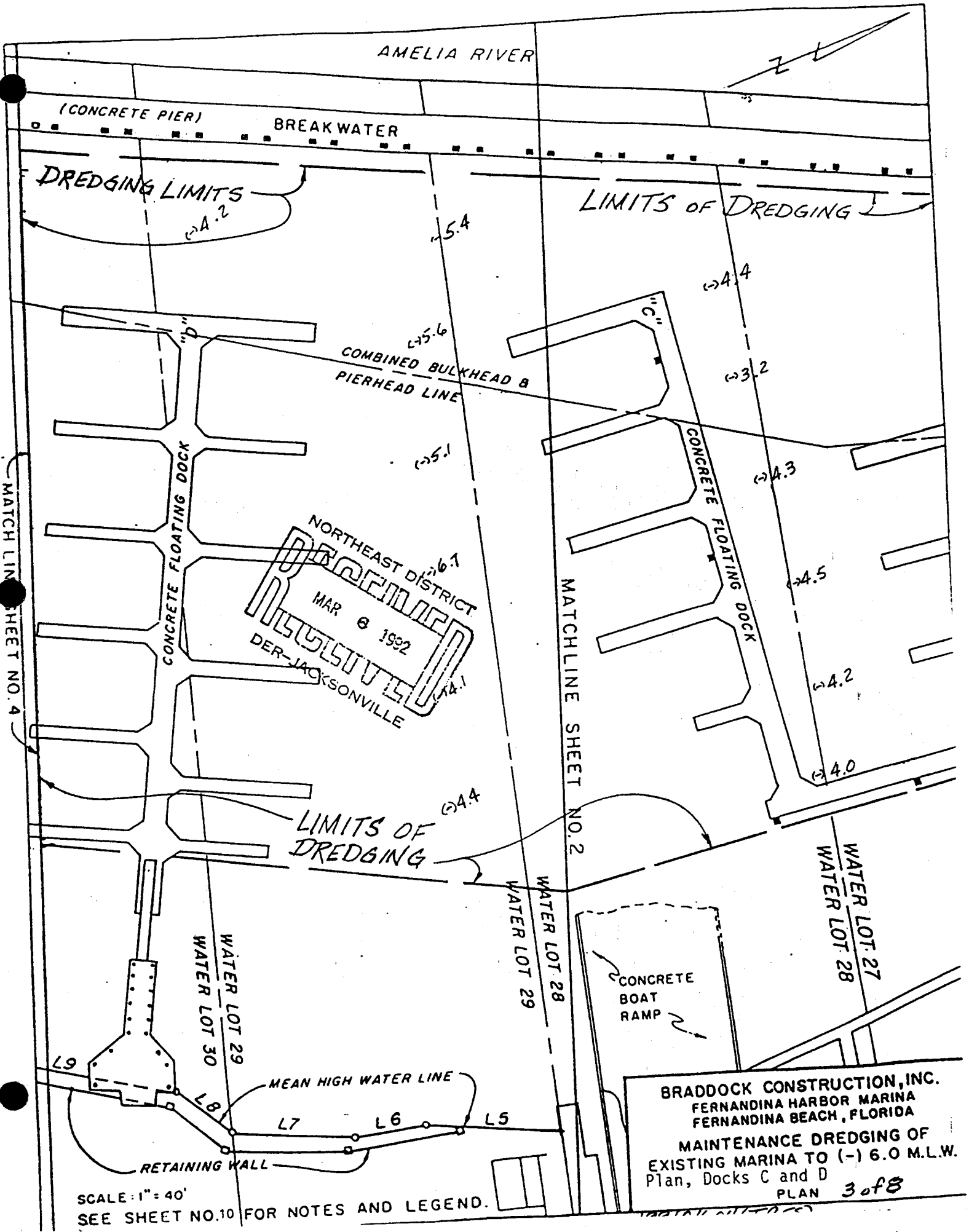
Adjacent Property Owners:

Amelia Island Seafood.

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

Sheet 1 of 8 Date: 4/2

199101604 (IP-SS)



AMELIA RIVER

(CONCRETE PIER)

BREAK WATER

DREDGING LIMITS

A.2

LIMITS OF DREDGING

5.4

4.4

3.2

COMBINED BULKHEAD & PIERHEAD LINE

5.6

5.1

4.3

4.5

4.2

4.0

CONCRETE FLOATING DOCK

CONCRETE FLOATING DOCK

MATCHLINE SHEET NO. 2

NORTHEAST DISTRICT
MAR 8 1932
DER-JACKSONVILLE

LIMITS OF DREDGING

4.4

WATER LOT 27
WATER LOT 28

WATER LOT 29

WATER LOT 29
WATER LOT 30

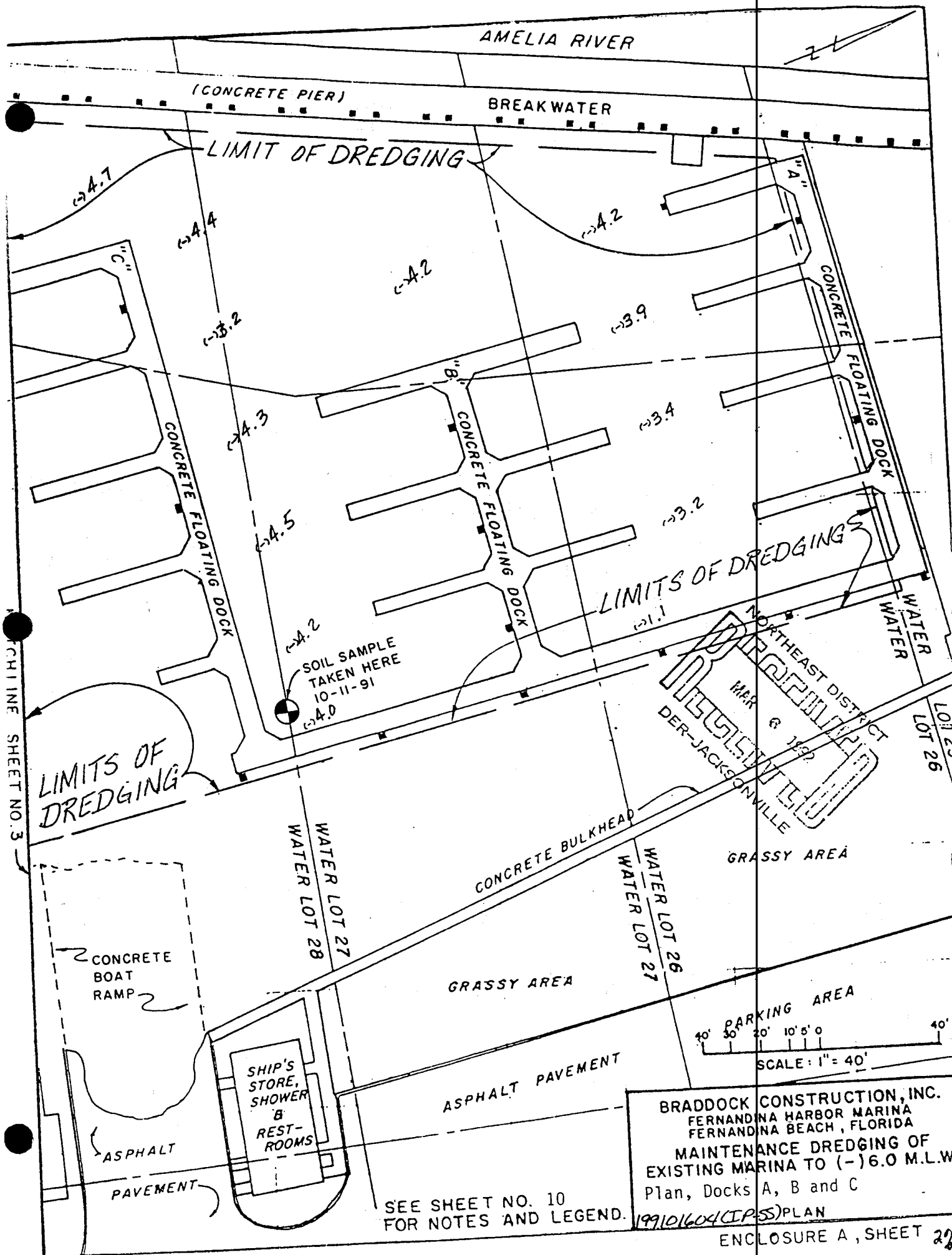
CONCRETE BOAT RAMP

MEAN HIGH WATER LINE

RETAINING WALL

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

SCALE: 1" = 40'
SEE SHEET NO. 10 FOR NOTES AND LEGEND.



MACHINE SHEET NO. 3

LIMITS OF DREDGING

LIMIT OF DREDGING

LIMITS OF DREDGING

SOIL SAMPLE
TAKEN HERE
10-11-91

NORTHEAST DISTRICT
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 A, B and C
199101604(CIPSS) PLAN

SEE SHEET NO. 10
FOR NOTES AND LEGEND.

ENCLOSURE A, SHEET 228

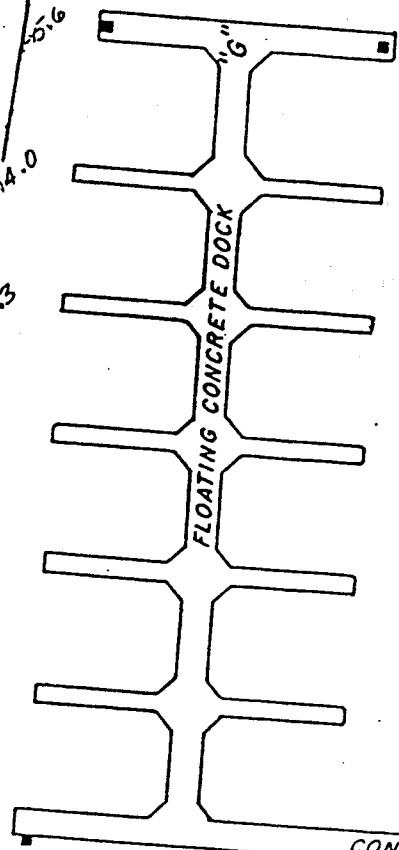
AMELIA RIVER
LOT LINE PER W.G. BEUGNET R.L.S., RECORDED IN DEED
N. 26° 29' 25" W. 502.97'

(CONC. PIER) BREAKWATER

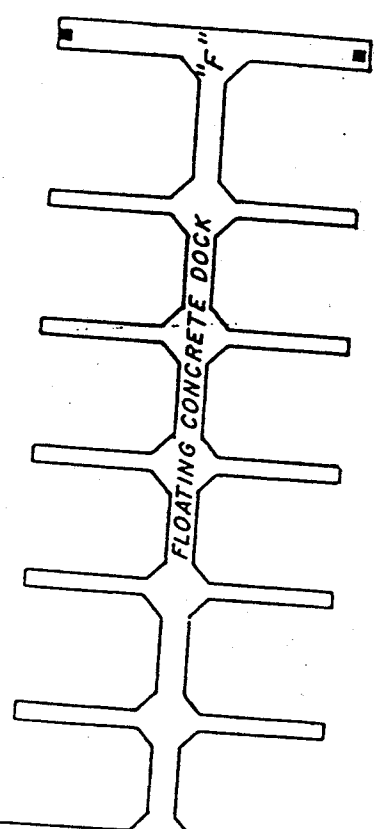
COMBINED PIERHEAD & BULKHEAD LINE
LIMITS OF DREDGING

NORTHEAST DISTRICT
RECEIVED
MAR 6 1992
DER-JACKSONVILLE

N. 57° 30' 35" W.
394.19'
LINE OF WOOD PILES



FLOATING CONCRETE DOCK



FLOATING CONCRETE DOCK

CONCRETE FLOATING DOCK

MATCH LINE SHEET NO. 4

DREDGING LIMITS

MATCHLINE SEE SHEET 6

MATCHLINE

BEGIN PILES

WATER LOT 34
WATER LOT 33

WATER LOT 33
WATER LOT 32

WATER LOT 32
WATER LOT 31

MEAN HIGHWATER LINE

L18

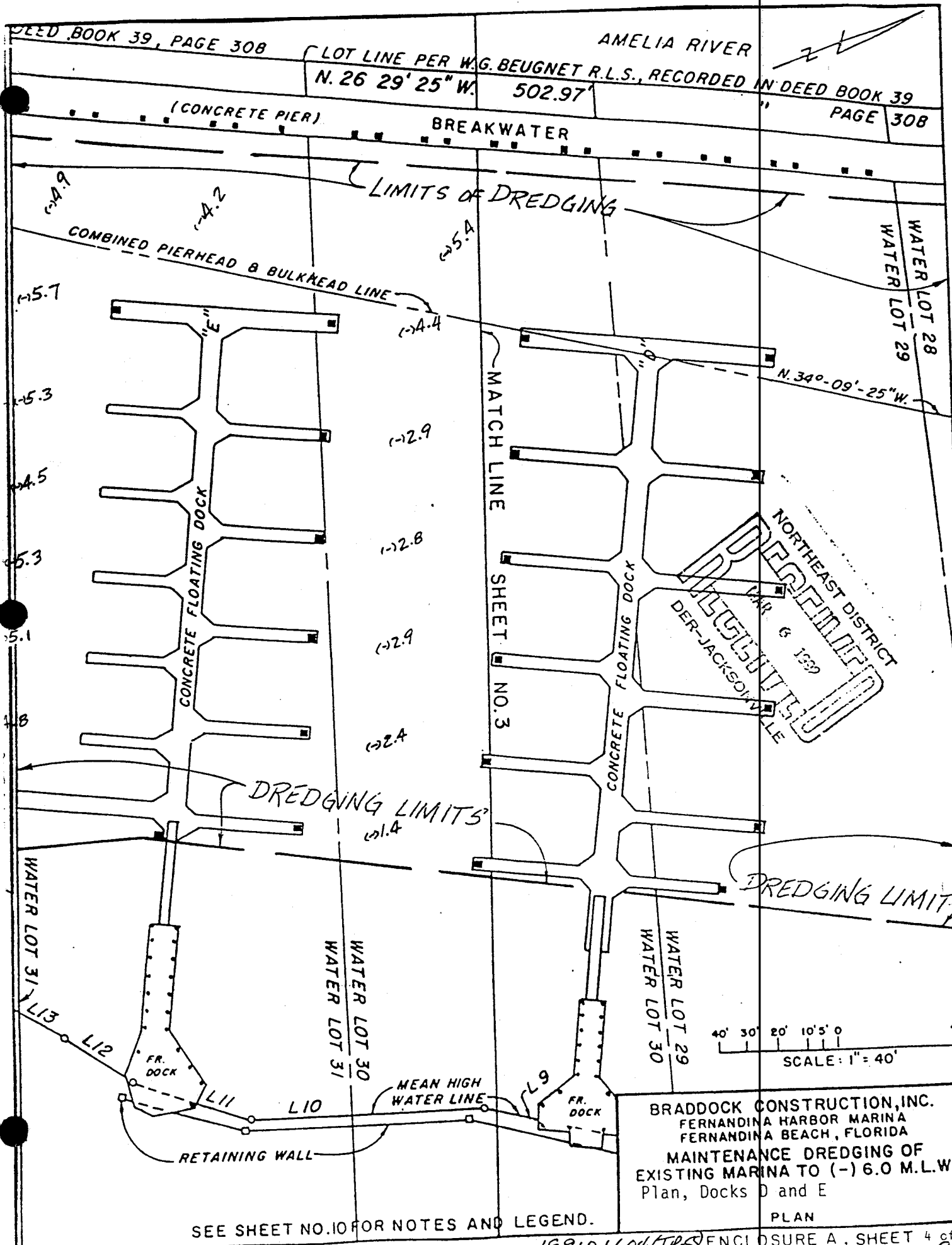
SPOIL AREA
(SEE SHEET NO. 6)

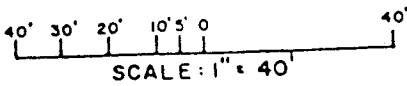
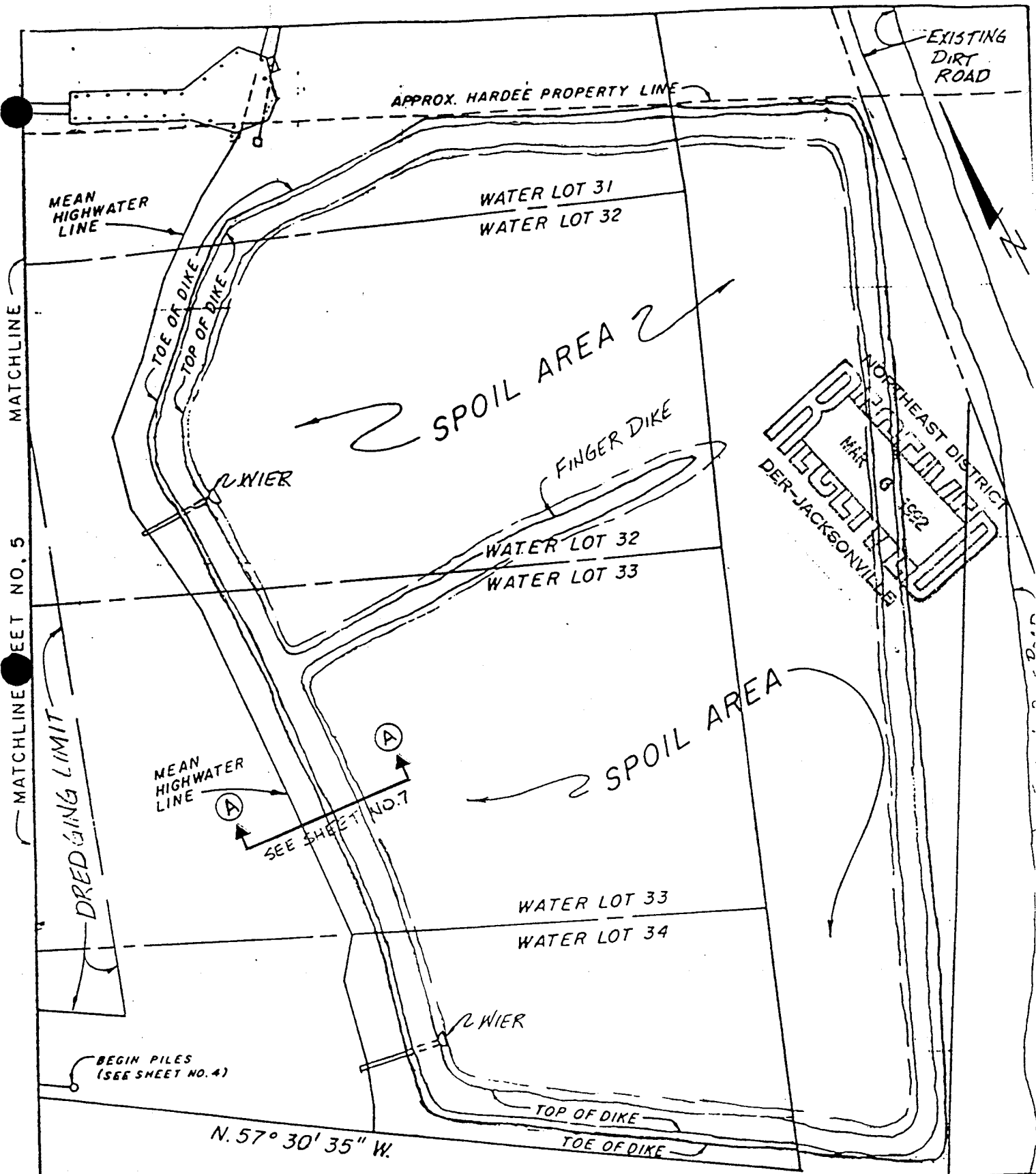
BRADDOCK CONSTRUCTION, INC.
FERNANDINA HARBOR MARINA
FERNANDINA BEACH, FLORIDA
MAINTENANCE DREDGING OF
EXISTING MARINA TO (-) 6.0 M.L.W.
Plan, Docks F and G

PLAN

SCALE: 1" = 40'
SEE SHEET NO. 10 FOR NOTES AND LEGEND.

109111600172-SS) - ENCLOSE A SHEET 598

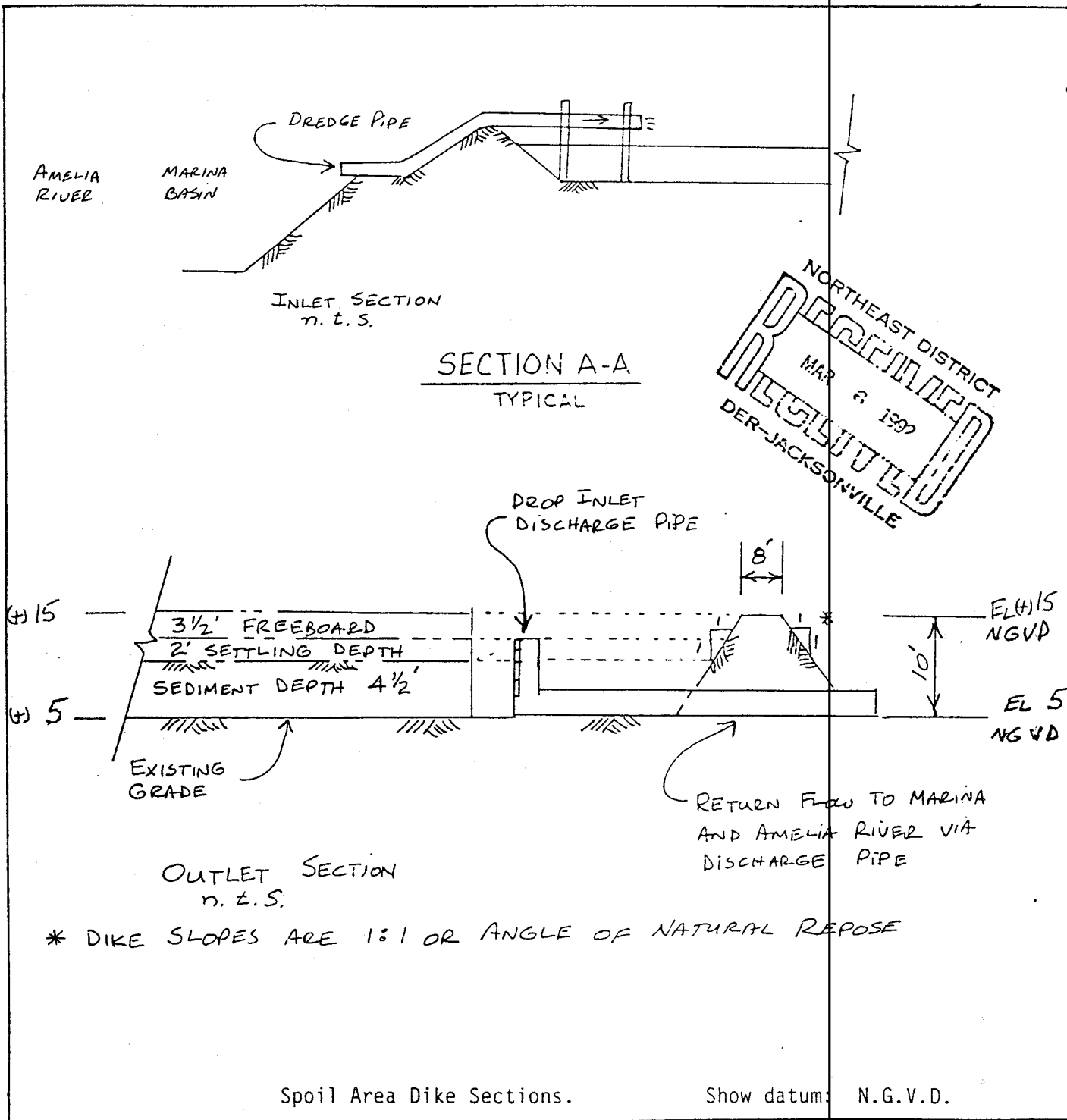




SEE SHEET NO. 10 FOR NOTES AND LEGEND.

BRADDOCK CONSTRUCTION, INC.
FERNANDINA HARBOR MARINA
FERNANDINA BEACH, FLORIDA
MAINTENANCE DREDGING OF
EXISTING MARINA TO (-) 16.0 M.L.W.
Plan, Spoil Area

SPOIL AREA



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

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

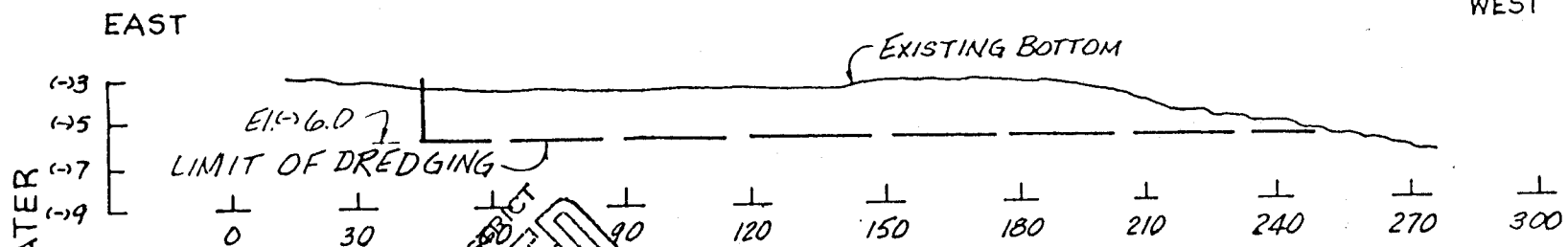
Amelia Island Seafood.

Spoil Area Dike Sections

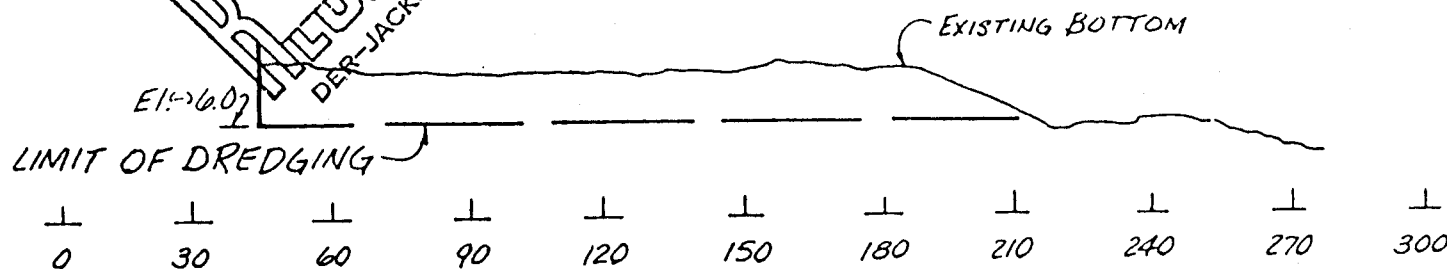
In: Amelia River
At: Fernandina Beach
County Of: Nassau State: Florida
Application By:
Centre Street Waterfront Group

Sheet 6 of 6 Date: 8/8/91

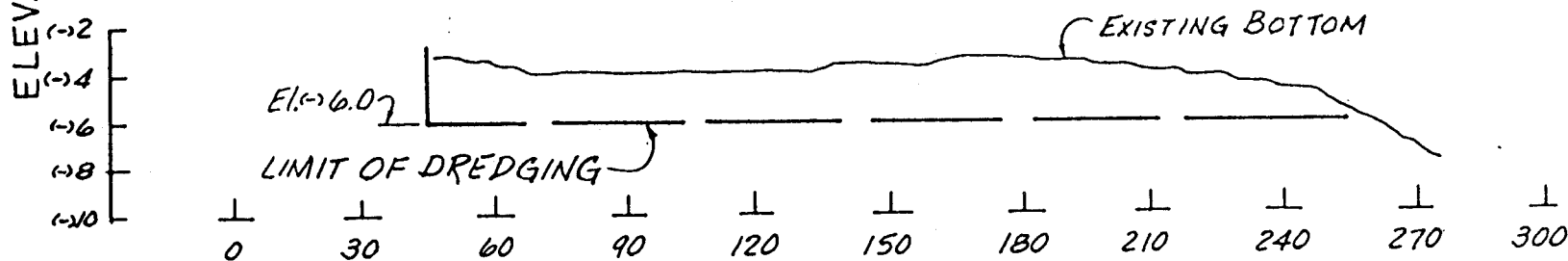
Ronald K. Kolar P.E.



"C" DOCK



"D" DOCK



EAST

"E" DOCK

WEST

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.

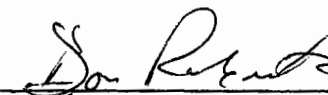
NOW, THEREFORE, BE IT RESOLVED by the CITY COMMISSION of the CITY OF FERNANDINA BEACH, FLORIDA, at its meeting duly called and assembled, that Application for Conditional Use No.: PUD 0485, filed by Centre Street Waterfront Group, be and the same is hereby approved, subject to the following conditions:

See Exhibit "A" attached hereto.

ADOPTED this 5th day of November, 1985.

CITY OF FERNANDINA BEACH, FLORIDA

BY


Don Roberts

ATTEST:

Its: Mayor/Commissioner

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

<u>PROJECT ELEMENT</u>	<u>COMPLETION DATE</u>
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 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

FLJ/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 788 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.

(SFWL)


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 pedestrian 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. This Conditional Use is in the public interest for the following reasons:

City Government 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:

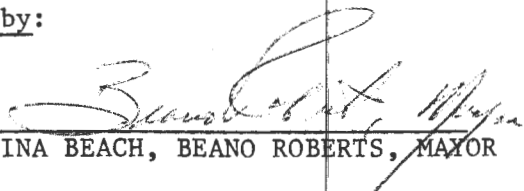
* Transmittal of April 15, 1985 containing 6 documents (copy of transmitted letter attached),

* 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

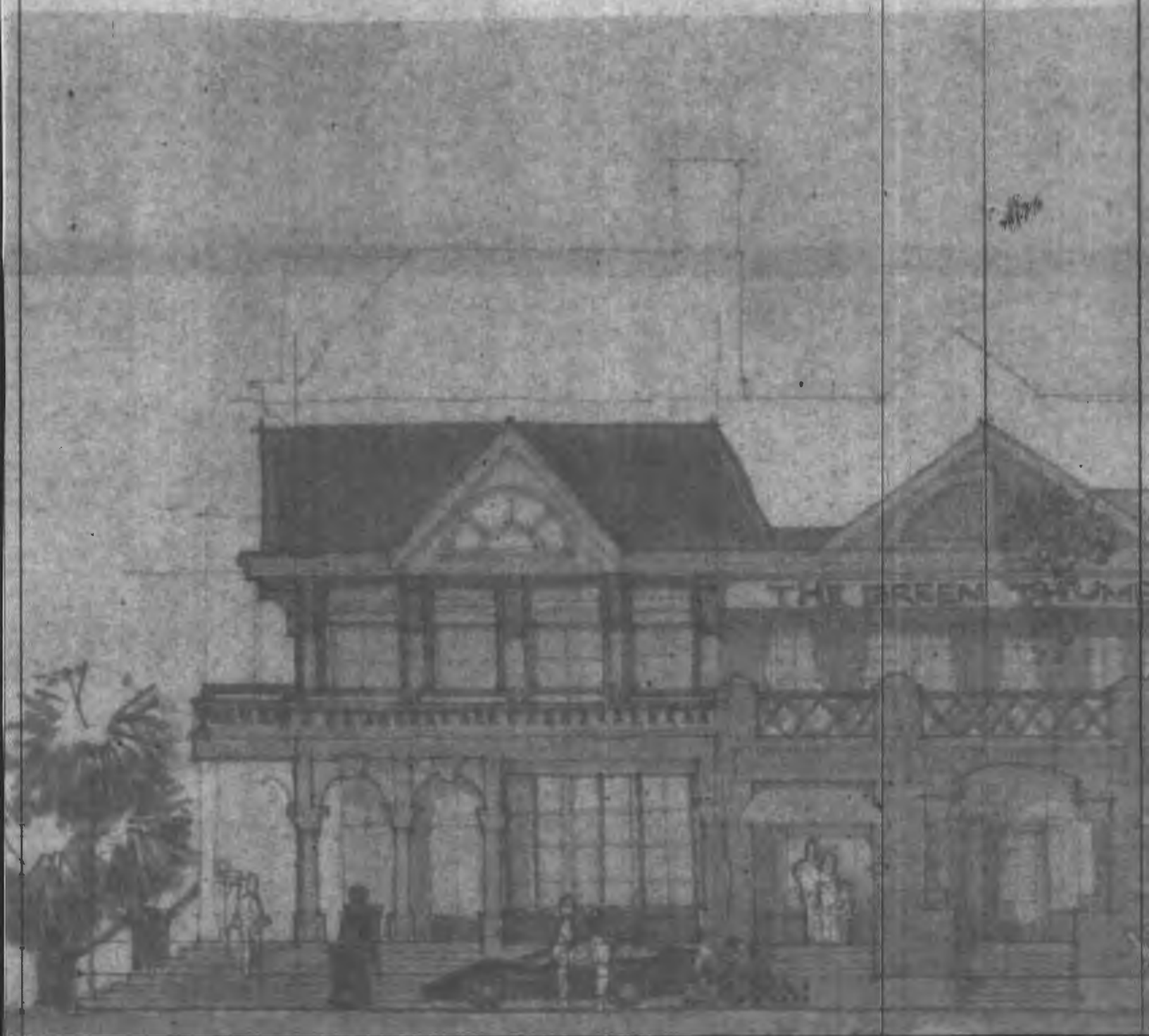
Telephone:

(904) 261-3687

Date:

August 14, 1985

SUPPORTING DATA



CSWG MARINA PROJECT
REQUIREMENTS - FIRST PHASE
(Submit responses in writing.)

7/8/85
Questions by
James B. Burt

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 following:

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 OPERATION OF PUBLIC SPACES -

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

70% of all usable space is specifically 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:

	<u>Week</u>	<u>Weekend</u>
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 develop 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

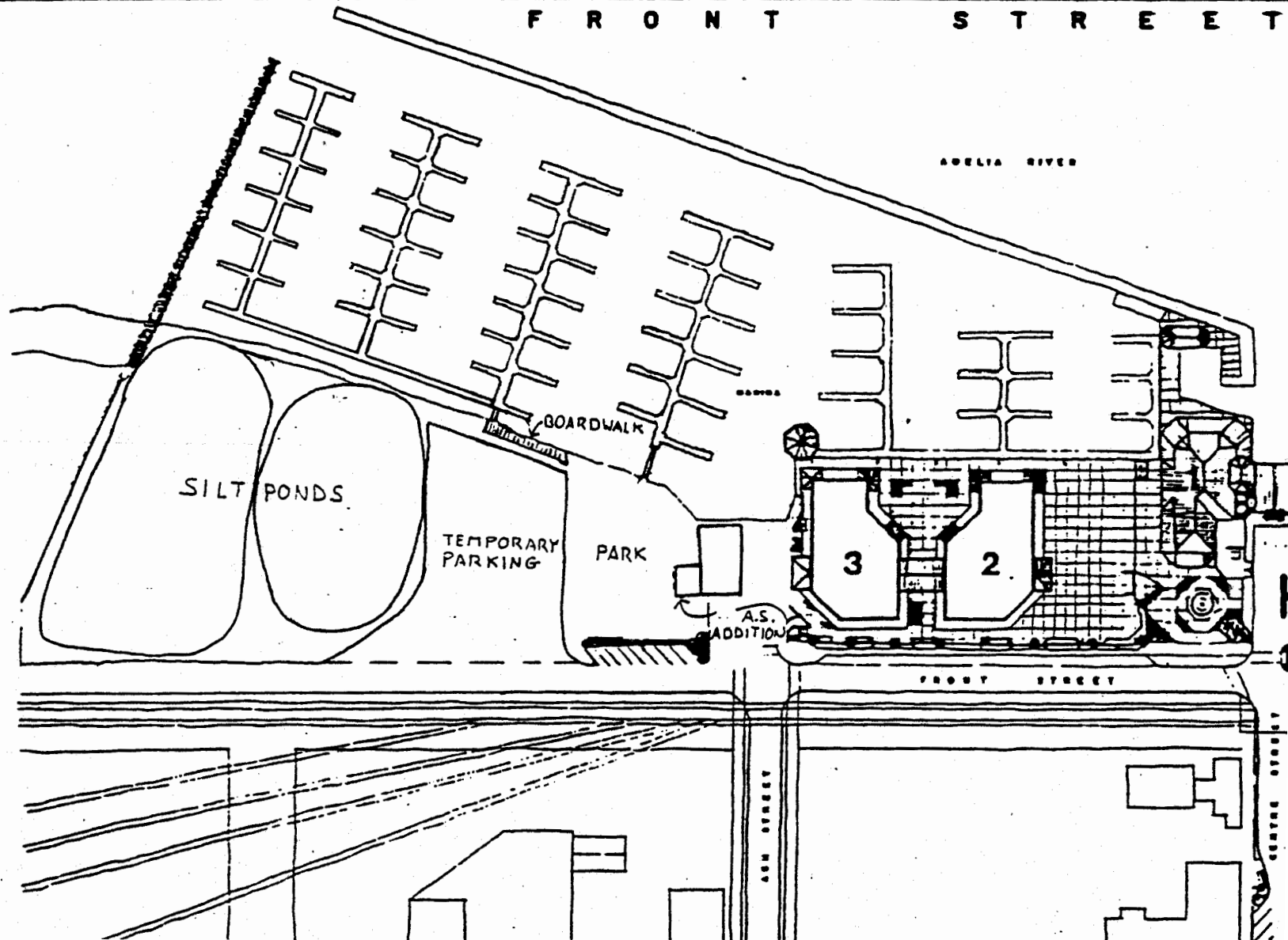
That the boardwalk between "D" and "E" docks be completed as planned; and



W A T E R S I D E



F R O N T S T R E E T



FERNANDINA

HARBOUR

AND

HARBOUR

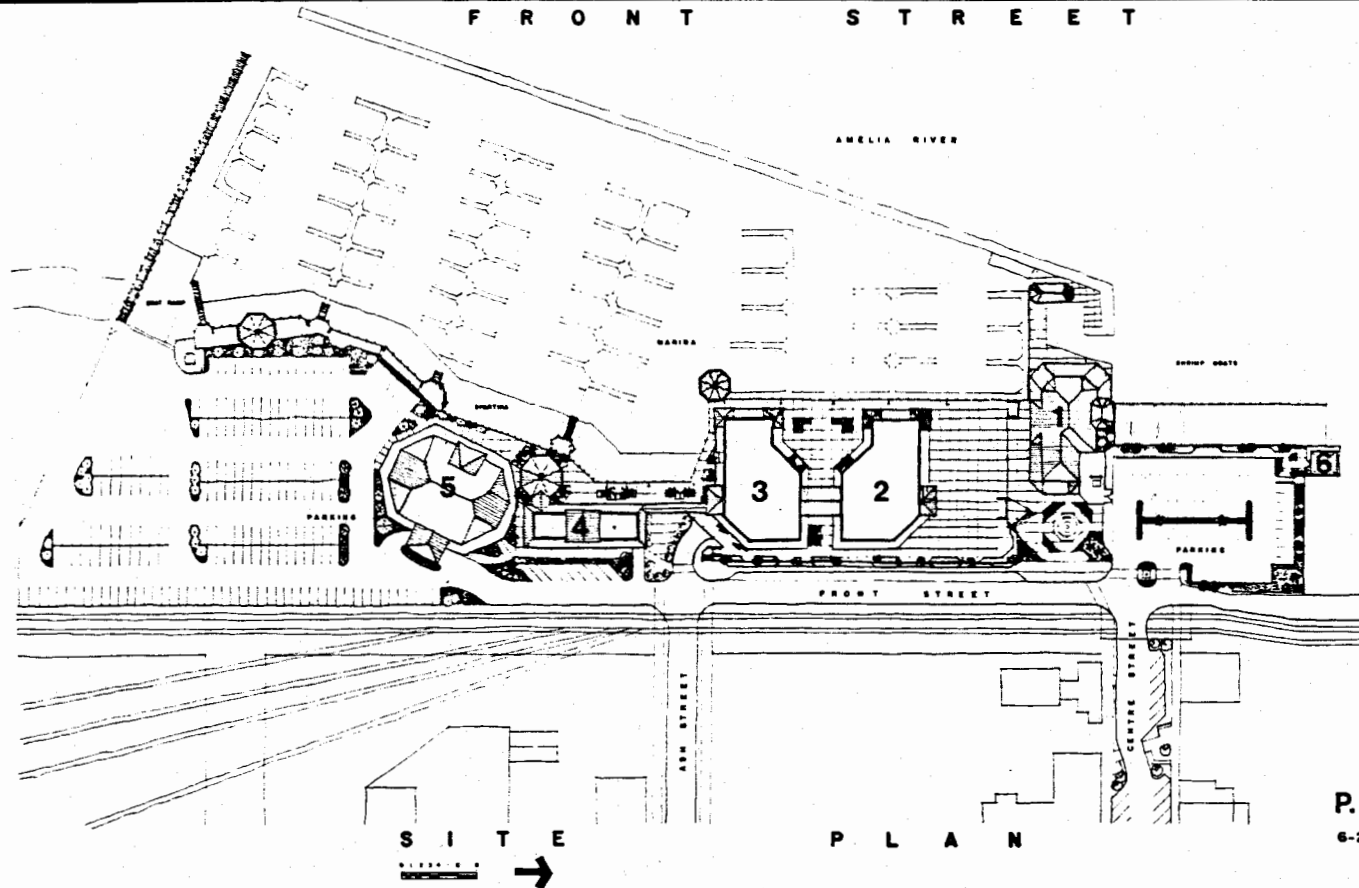
MARKET



W A T E R S I D E



F R O N T S T R E E T



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

CENTRE STREET WATERFRONT GROUP INC.

DAVID K. CONROD, ARCHITECT
AND ASSOCIATES, INCORPORATE

City of Hermosillo Beach

Florida

OFFICE OF
BUILDING OFFICIAL

32034

M E M O R A N D U M

TO: PLANNING ADVISORY BOARD MEMBERS

FROM: *Henry J. Lannon*
HENRY J. 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

OFFICE OF
BUILDING OFFICIAL

32034

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-

City of Fernandina Beach

To: Planning Advisory Board Members

-page 2-

10/21/85

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*
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

Amelia River

Exist'g Shrimp Dock

Exist'g Utilities

Exist'g Monument

52 spaces

Front St.

CENTRE ST.

REVISED NORTH
PARKING LOT
PLAN 1"=40'

10/30/85

FERNANDINA BCH. MARINA
Centre Street Waterfront Group

Rest
??

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

OFFICE OF
BUILDING OFFICIAL

32034

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 advisability 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

P 702 925 971

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1983-403-517

★ U.S.G.P.O. 1982-3800, Feb. 1982

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		



P 030 719 508

RECEIPT FOR CERTIFIED MAIL

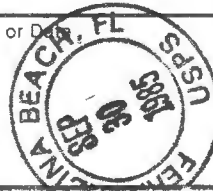
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1984-446-014

PS Form 3800, Feb. 1982

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		



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 *William Smith*

6. Signature - Agent

X

7. Date of Delivery

5-16-17

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

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:

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 *Joel Embry*

6. Signature - Agent

X

7. Date of Delivery

10-1-85

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

PS Form 3811, July 1983 447-645

DOMESTIC RETURN RECEIPT

P 030 719 565

BUILDING DEPT.
RECEIPT FOR CERTIFIED MAILNO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

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	
------------------	--

★ U.S.G.P.O. 1984-446-014

3 Form 3800, Feb. 1982

P 702 925 992

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

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	
------------------	--

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

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
☒ Certified
☐ Express Mail

Article Number:

P 030 719 565

Always obtain signature of addressee at agent and DATE DELIVERED.

5. Signature - Addressee

☒ *Robert S. Allison*
6. Signature - Agent
☒

7. Date of Delivery

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

DOMESTIC RETURN RECEIPT

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 boxes for service(s) requested.

Show to whom, date and address of delivery.

Restricted Delivery.

4. Article Number

P 271 071 496

Type of Service:

- ☒ Registered
☒ Certified
☐ Express Mail

Insured

COD

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature - Addressee

☒

6. Signature - Agent

☒

7. Date of Delivery

MAY 20 1987

PS Form 3811, Feb. 1986

Addressed to:

Steve Simmons
15 South Fletcher Avenue
Fernandina Beach, Fla. 32034

Article Number

P 702 925 992

Insured

COD

Restricted Delivery.

Obtain signature of addressee at agent and DATE DELIVERED.

Article - Addressee

Agent

X Charles J. Holt
Date of Delivery
10-2-85

Addresser's Address (ONLY if requested and fee paid)
10-2-85

STIC RETURN RECEIPT

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 - CSMFG
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	

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	

P 702 925 992

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3811, July 1983 447-945

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.

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

3. Article Addressed to:

Robert S. Allison - CSMFG
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 *Charmaine Langston*

6. Signature - Agent

X

7. Date of Delivery

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

DOMESTIC RETURN RECEIPT

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

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.

- ☐ Show to whom delivered, date, and addressee's address.
- ☐ 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 agent and **DATE DELIVERED.**

5. Signature - Addressee

X *[Signature]*

6. Signature - Agent

X

7. Date of Delivery

MAY 20 1987

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

PS Form 3811, July 1983 447-945

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.

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

3. Article Addressed to:

Steve Simmons
2105 South Fletcher Avenue
Fernandina Beach, Fla. 32034

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 J. Holt*

7. Date of Delivery

10-2-85 EG

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

DOMESTIC RETURN RECEIPT

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

A. D. 19 85

(SEAL)

Notary Public

NOTA

MY

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 advisability 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

21

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

MINUTES
Regular Meeting
November 5, 1985
Page Seven

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

OFFICE OF
CITY MANAGER

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

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.

Mr. John Abendroth
January 24, 1992
Page Two

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,

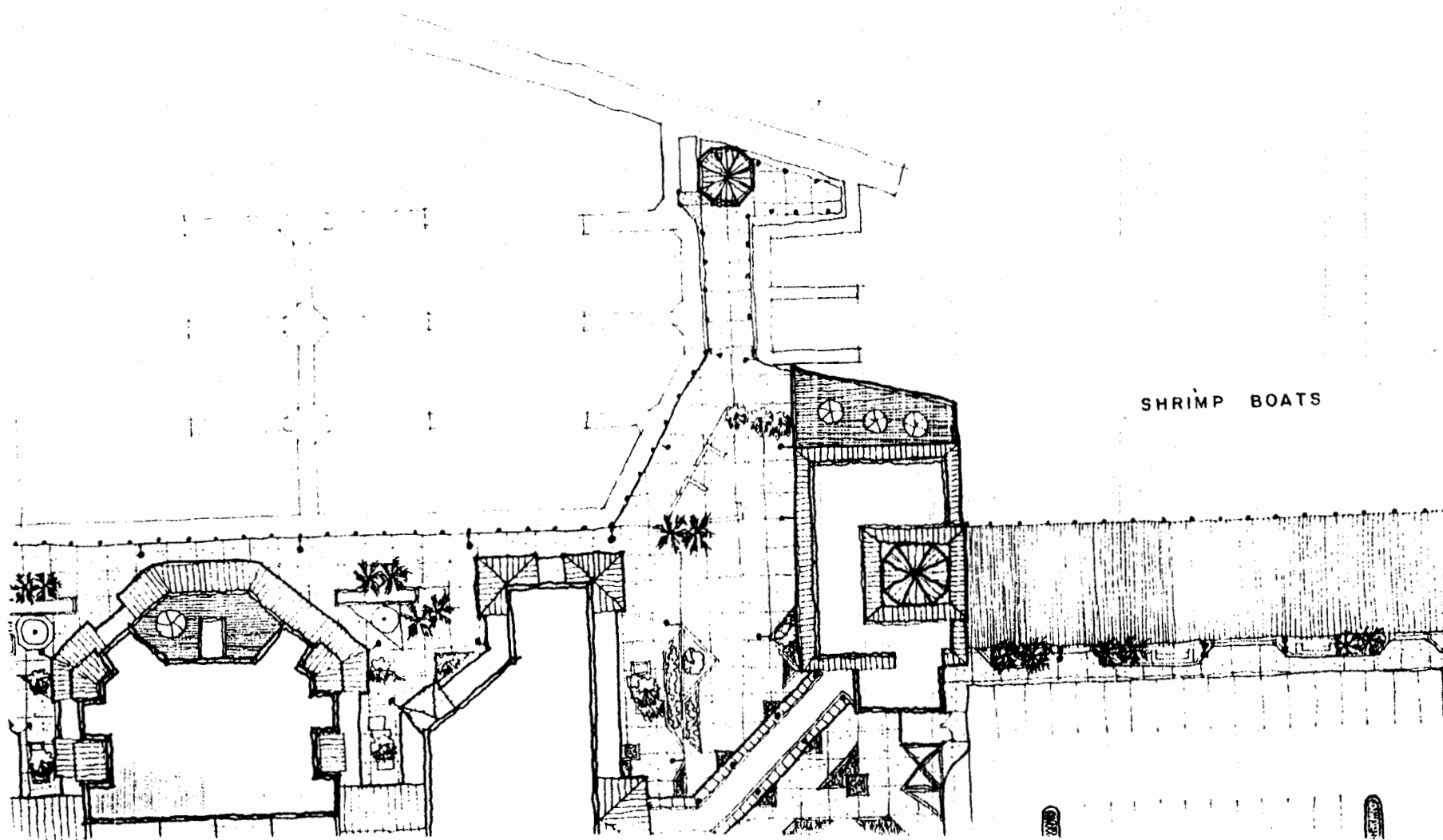
CITY OF FERNANDINA BEACH


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



SHRIMP BOATS

Approved 11/5/85
(Resolution #788)

City Commission
Approved 11-5-85
Resolution #788

FERNANDINA BEACH MARINA

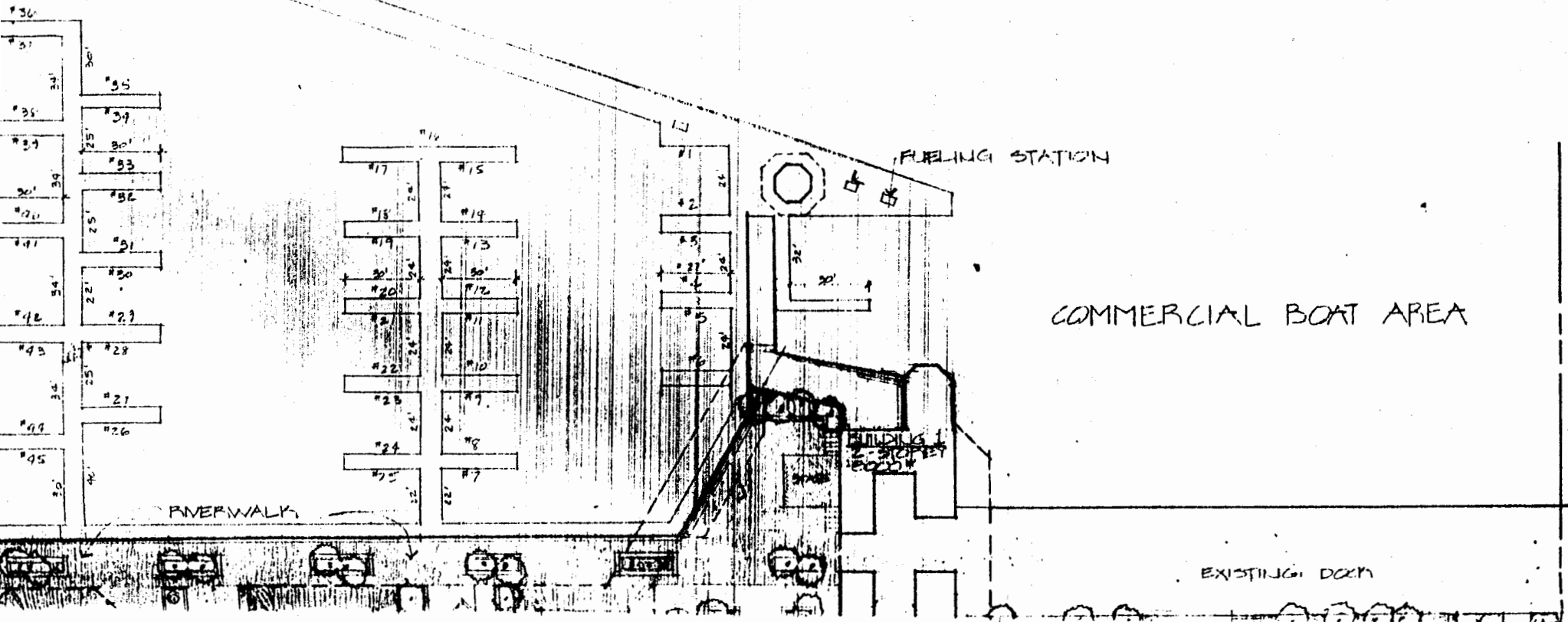
MASTER SITE PLAN

1" = 40'
NOVEMBER 4, 1985



FLORIDA RIVER

WATER



10/29/85

TARGET COMPLETION DATES - PARKING SPACES
P.U.D. CU 0485, MARINA/WATERFRONT PROJECT
City of Fernandina Beach, Florida

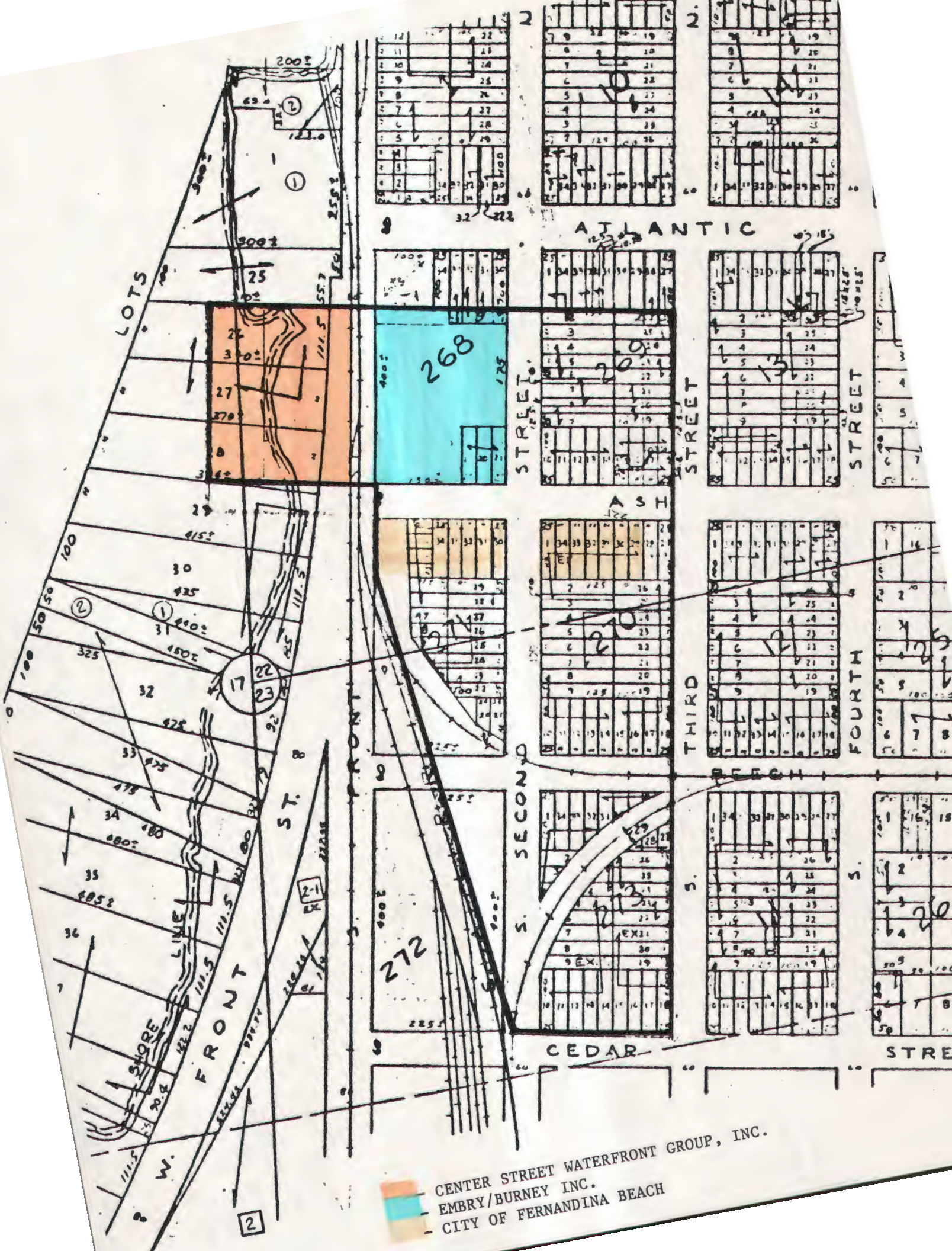
EXHIBIT B

AREA	PROJECT ELEMENT	TARGET	PARKING SPACES REQUIRED PER CODE A)			PROPOSED BY CSWG	CUMULATIVE
		COMPLETION DATE	CUSTOMERS	EMPLOYEES B)	TOTAL		MINIMUM TOTAL
	<u>PHASE I</u>						
	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	
	<u>PHASE II</u>						
	* 33 Boat slips	Jan '90	33		33	17	271
<u>23,600</u>	* Retail shop space	" "	<u>77</u>	<u>30</u>	<u>107</u>	<u>57</u>	<u>328</u>
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

MINUTES
Regular Meeting
July 19, 1988
Page One

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 the boat 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

4
1

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.

MINUTES
Regular Meeting
July 19, 1988
Page Two

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.

RESOLUTION NUMBER 956

*file
marina
CSWG/AUS*

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

Gx E

That this resolution shall become effective immediately upon its passage.

ADOPTED this 17th day of January, 1989.

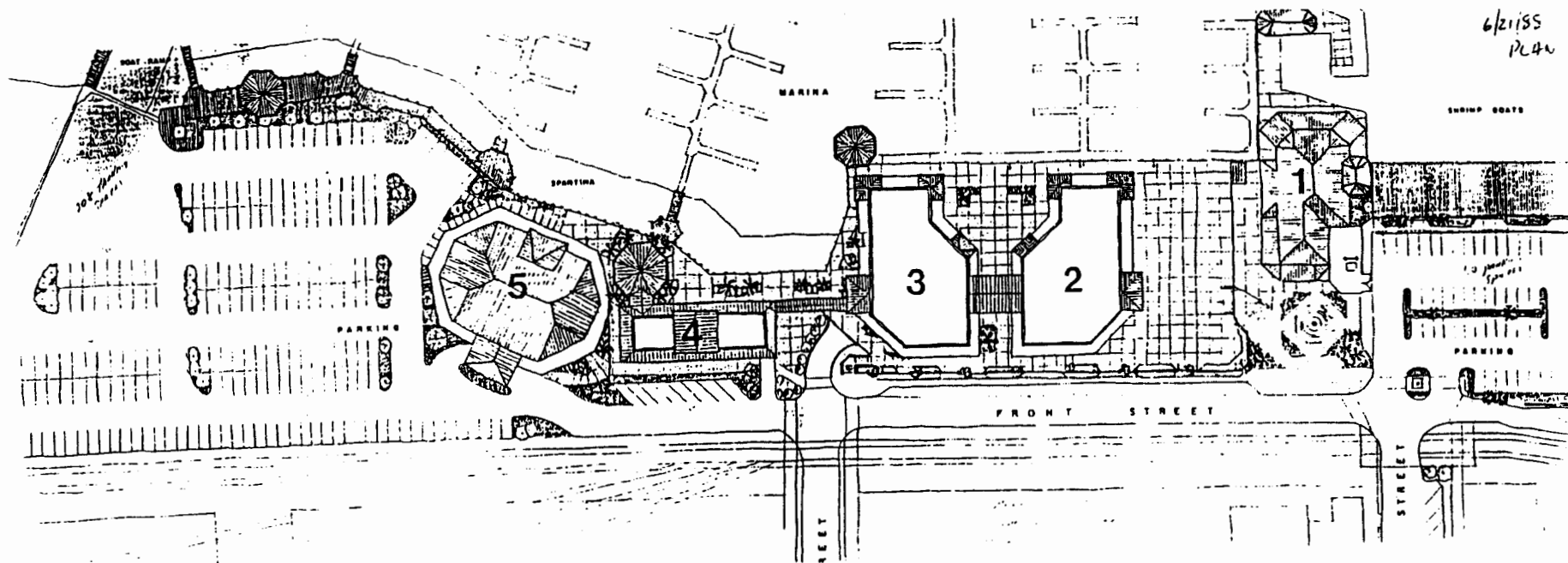
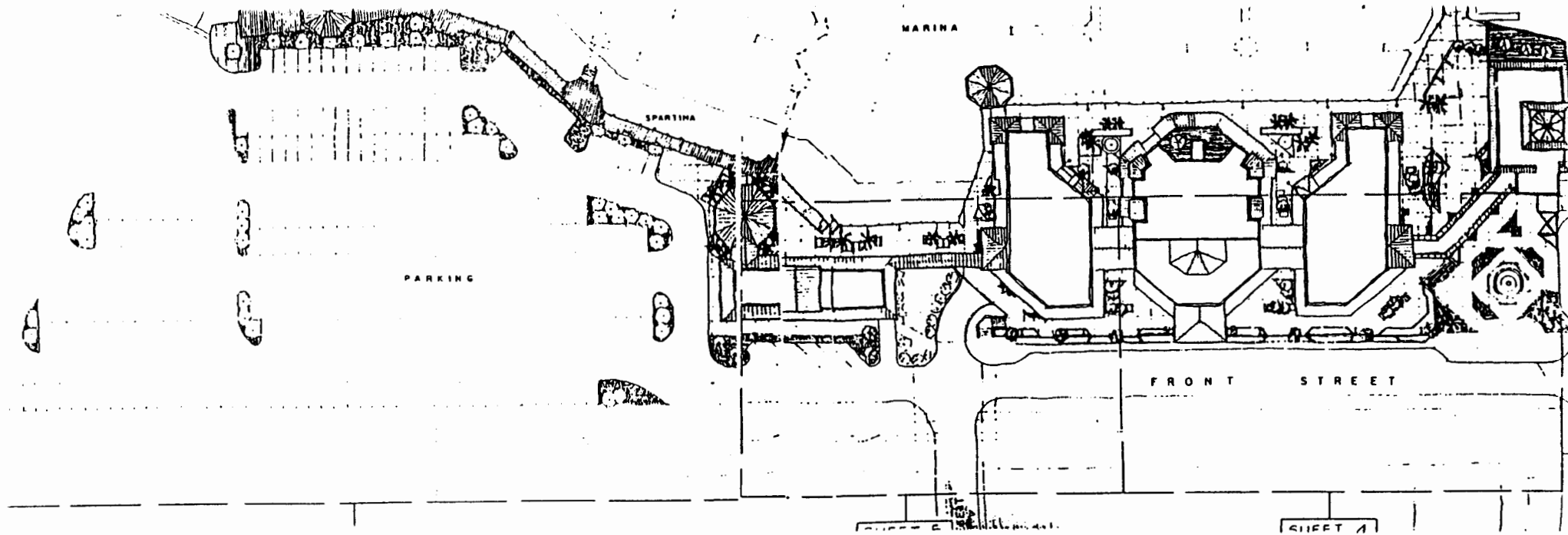
CITY OF FERNANDINA BEACH

s/ Ronnie Sapp

RONNIE SAPP
Mayor-- Commissioner

ATTEST:

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



6/21/85
PLAN

34 F

City of Fernandina Beach

OFFICE OF
CITY MANAGER

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

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.

Honorable Mayor-City Commission-City Attorney

July 1, 1992

Page Two

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

OFFICE OF
CITY ATTORNEY

MEMORANDUM

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

TO: CITY COMMISSION; CITY MANAGER; FHJV
FROM: CITY ATTORNEY
SUBJ: FIRST PHASE IMPROVEMENTS
DATE: MAY 5, 1991

MAY
City of
Fernandina Beach
Attorney

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

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

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 obligation to construct such improvements, but rather only permit 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.

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 promenade 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

OFFICE OF
CITY MANAGER

May 13, 1991

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

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

*Sent to
CC in 6/4/91
packet.
mm*

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

Larry D. Myers

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

Mr. Bryan Simpson, Jr.

June 25, 1991

Page Two

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

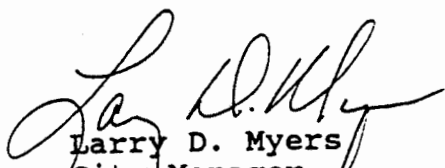
Mr. Bryan Simpson
June 25, 1991
Page Three

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

July 17, 1991

*See Minutes
of 8/6/91.
W*

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.

Mr. Thomas B. Ingram
July 17, 1991
Page Two

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 - 79
North Lot - 42
Offstreet
Loading - 5

Total - 429

Boat Slips-

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

total- 129

**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:

	<u>Week</u>	<u>Weekend</u>
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

**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 -	<u>4</u>

Total Parking Required = 668 parking spaces

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

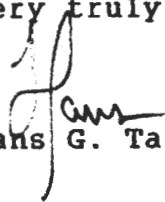
**David K. Coonrod, A.I.A.
P. O. Box 73
Fernandina Beach, Florida 32034**

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.

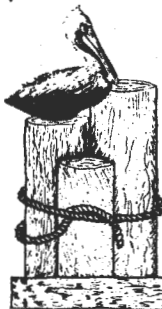
Please don't hesitate to give me a call if you have any questions or comments.

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.

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:

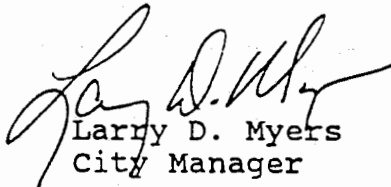
Thank you for your February 26, 1992 letter regarding additional docks at the marina. This is the first correspondence that the City has received from Fernandina Harbour Joint Venture on this subject.

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, be 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.

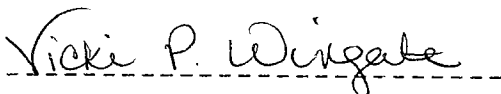
The vote was: 5 Yeahs,
 0 Nays,
 0 Absent.

ADOPTED this 19th day of February, 1985.



BEN SORENSEN
MAYOR/COMMISSIONER

ATTEST:



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

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.

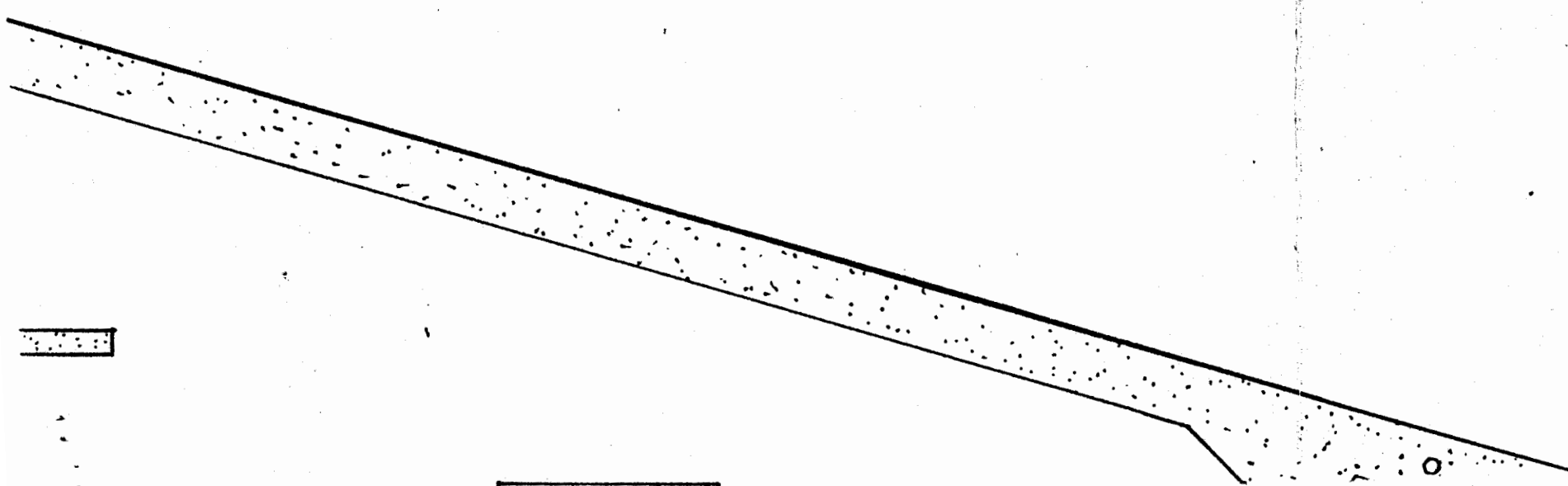
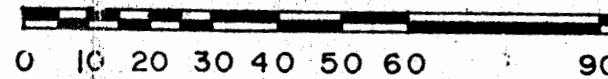
Vicki

EXHIBIT "B"

OF I.C.W.

FERNANDINA BEACH

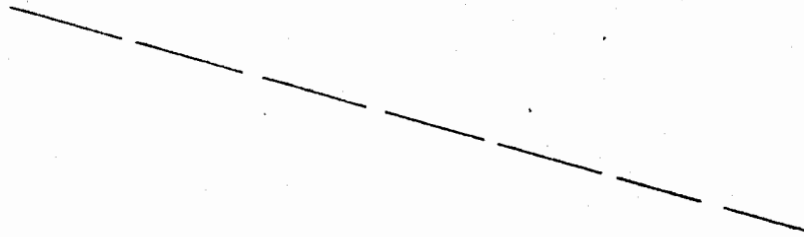
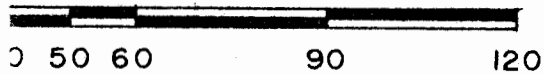
PRELIMINARY MASTER SITE & CON

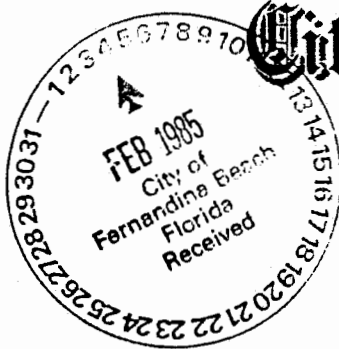


BEACH MARINA

PRELIMINARY

PLAN & CONCEPT PLAN





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.

<u>Facility</u>	<u>Parking Spaces</u>
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	<u>100</u>
	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 enterprises 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.

A handwritten signature in cursive script, appearing to read "J. A. Bartelt", written in dark ink.

J. A. Bartelt

Commercial Activities Exhibit submitted by CSWG

Suitable

Bakery
Bookshop and news stand
Tobacco shop
Inn
Travel Services
Food and beverage
Crafts and games
Ice cream
Apparel and clothing
Gifts
Fresh seafood
Camera shop
Candy and finger foods
Ship supplies
Bait and tackle
Groceries
Deli and gourmet shop
Antiques
Gallery and Arts
Sail loft
Marine electronics repair
Laundromat
Bicycle rentals
Yacht brokerage

Not suitable

Animal hospital
Auto agency with repairs
Auto service station
Mechanical garage
Mortuary
Radio and TV studio
Warehouse
Bus terminal
Used car lot
Drive-in theatre, billiard parlor
Bowling alley, skating rink
Church
School
Hospital
Sanitarium

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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('55 Code, § 26-10.3(E)) (Ord. 563, passed 1-2-79) Penalty, see § 159.999

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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.*
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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.

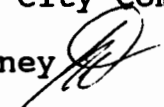
Vicki

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.

City of Fernandina Beach

OFFICE OF
CITY MANAGER

File: marina problem
CF: FHJV
CF: City Atty. - Ltr only
Post Office Box 668
204 Ash Street
Fernandina Beach, FL 32034
904/277-7305
Suncom 848-7305
Fax 277-7308

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.

Clyde W. Davis, City Attorney
December 18, 1992
Page Two

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

SCANNED
LR

OFFICE OF
CITY ATTORNEY

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

MEMORANDUM

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 '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.

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

163.3215 Standing to challenge 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 can proceed with development, 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 state land planning agency that it shall complete its evaluation and appraisal report in accordance with this section at the time specified or provided for submission of revised comprehensive plan in compliance with this part. Upon such notification, the state land planning agency shall extend any due dates established pursuant to 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 act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted.

(b) All land development regulations enacted or amended shall be consistent with the adopted comprehensive plan, or element or portion thereof, and any land development regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, or element or portion thereof, shall be amended so as to be consistent. If a local government follows an existing land development regulation which is inconsistent with the most recently adopted comprehensive plan, or element or portion thereof, to remain in effect, the local government shall adopt a schedule for bringing the land development regulation into conformity with the provisions of the most recently adopted comprehensive plan, or element or portion thereof. During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order.

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

(3)(a) A development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation 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.

(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 development.

(1) Within 1 year after the adoption of a comprehensive plan for review by each county, each municipality, and each coastal management element pursuant to s. 163.3177(6), any city in this state shall adopt development regulations to implement their adopted comprehensive plan.

(2) Local land development regulations shall be specific and detailed enough to implement the adopted comprehensive plan as a minimum:

(a) Regulate the subdivision of land.

(b) Regulate the use of land in specific use categories included in the comprehensive plan to ensure the compatibility of land use for open space;

(c) Provide for protection of natural resources;

(d) Regulate areas susceptible to flooding and provide for flood damage abatement;

(e) Ensure the protection of lands designated in the comprehensive plan;

(f) Regulate signage;

(g) Provide that public improvements shall not exceed the standard of improvements element available when needed for development orders and availability of these public improvements to serve the proposed development. 1 year after its due date, the planning agency's rule-making authority for comprehensive plans pursuant to this act shall not issue a rule which results in a reduction of the affected public facilities provided in the comprehensive plan.

(h) Ensure safe and sound development, considering needed vegetation.

(3) This section shall not preclude the use of innovative land development provisions such as rights, incentive and impact fees. These and all other such provisions shall be included and compiled into a single code within the jurisdiction. A governing body is required if a local government regulations meet the requirements of this act.

(4) The state land development code shall be adopted by the local government to supplement regulations, if it is determined that a local government cannot or more of the requirements required by this section. The agency determines that a local government that does not adopt regulations required by this act shall take an action in circuit court to enforce the regulations. This action shall be taken within 1 year after the date of the adoption of the comprehensive plan.

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 accommodated.
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 described 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.

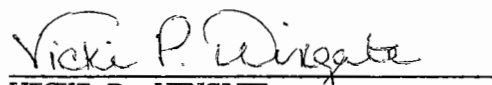
Section 2. That the above named authorized representative is hereby
authorized and directed to furnish such information as the Department of
Commerce, State of Florida, may reasonably request in connection with the
application which is herein authorized to be filed and further is authorized
to accept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

The vote was: $\frac{5}{0}$ Yeas,
 $\frac{0}{0}$ Nays,
 $\frac{0}{0}$ Absent.

ADOPTED this 11th day of December, 1984.


BEN SORENSEN
Mayor/Commissioner

ATTEST:


VICKI P. WINGATE
City Clerk

MINUTES
Regular Meeting
January 15, 1985
Page Three

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 Significant 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 with 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

RECEIVED PERM

MAR 20 1985

March 15, 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
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 PERM.
MAR 20 1985

DRAFT

FORM FDC/CDBG-1

FLORIDA DEPARTMENT OF COMMERCE
SMALL CITIES CDBG PROGRAM
ECONOMIC DEVELOPMENT CATEGORY
A. APPLICATION SUMMARY9) Congressional District: 3
10) Senate District: 7
11) House District: 11**Legal Applicant/Recipient Local Contact Person**

1) Name of Applicant: 5) Name of Contact:
City of Fernandina Beach Ferris Jones
2) Address: 6) Title:
P.O. Box 668 City Manager
Fernandina Beach, FL 32034
3) Telephone No.: 7) Address:
(904) 261-4168 P.O. Box 668
4) County: 8) Telephone No.:
Nassau (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 xxDated 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) ~~XXXX~~ 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 attached certifications and assurances if assistance is approved.

23) Typed Name and Title of Chief Elected Official:Ben Sorensen, Mayor**24) Signature:**Ben Sorensen**25) Date:**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
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
<u>QUARTER #1</u>										
Jan, Feb, March '86	0	0	0	0	0	0	0	0	0	0
<u>QUARTER #2</u>										
Apr., May, Jun. '86	0	0	0	0	0	0	0	0	0	0
<u>QUARTER #3</u>										
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
<u>QUARTER #4</u>										
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
<u>QUARTER #5</u>										
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	1134000

RESOLUTION NO. 748

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

RECORDING OFFICER

TITLE

TITLE

RESOLUTION NO. 748

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.

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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

RECORDING OFFICER

TITLE

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 San Housing Res.

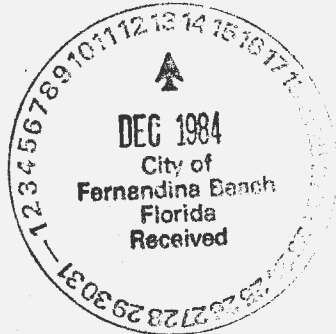
-s- Vicki P. Wingate
City Clerk
City of Fernandina Beach, Florida

PHILIP D. KNAPP
CERTIFIED PUBLIC ACCOUNTANT

File
[Signature]

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

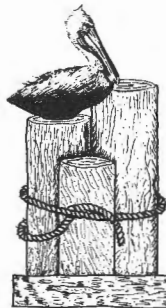
PDK:cac

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	^{1/2} COST PER JOB	LANGTON ASSOCIATES RATING
Phillip D. Knapp, Purchase, renovate and construct commercial building in downtown	\$600,000	\$200,000	7 <i>withdrawn</i>	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

James B. ...

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





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 Babcock

* New requirements (for points)

FAIR HOUSING STRATEGY ORDINANCE

GUIDE

I. GOAL

It is hereby declared that the City of Fernandina Beh. 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 Beh. City Council will establish policies to deter discrimination and equalize freedom of choice in housing for all inhabitants.
* The City Planning Board 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)*
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. *TO PUBLIC.*

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*

*

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.

TOLL FREE NUMBER (1-800-424-8590).

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

<u>Implementation Activity</u>	<u>Time Allocation*</u>
1. Local Plan and Policy Adoption	1-3 Months
2. Analysis of Barriers <u>Minority/Women Consumer Information County-Wide</u>	3-18 Months
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. <i>EVALUATION OF LOCAL BUILDING AND LAND USE PRACTICES</i>	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.

4

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*
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



STATE OF FLORIDA DEPARTMENT OF COMMERCE

Division of Economic Development

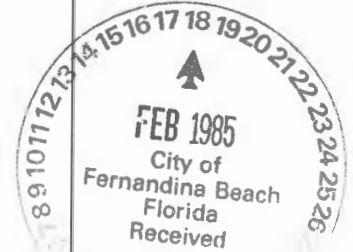
February 13, 1985

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.



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to CC
2/18/85
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Sent CSWG +
Langston 2/19/85
m

Honorable Ben Sorensen
Page Two
February 13, 1985

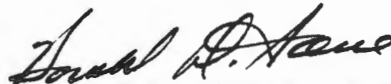
Our review at this time is not all-inclusive and our comments herein should not be construed to imply there are no further deficiencies. You are encouraged to correct the noted deficiencies as well as review your entire application to ensure conformity with the requirements of Rule 8-16 and the 1984 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, Supervisor
Office of Business Finance

HDS/sts

cc: Mr. Ferris Jones

Enclosure

Published in the
12/19/84 edition
of the News-Sader.

Talked to Veretta,
she is to place a
1/4 page ad (same
as prev. ads) in
the non-legal
Section.

ve

Requested Proofs
on these 3 ads
12/19/84. Talked
to Veretta
ve

The ad should be 4 1/4 x 5 1/2 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.)

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

12-5
edition

FORM FDC/CDBG-1

FLORIDA DEPARTMENT OF COMMERCE
SMALL CITIES CDBG PROGRAM
ECONOMIC DEVELOPMENT CATEGORY

A. APPLICATION SUMMARY

Legal Applicant/Recipient Local Contact Person

1) <u>Name of Applicant:</u> The City of Fernandina Beach	5) <u>Name of Contact:</u> Ferris Jones
2) <u>Address:</u> P.O. Box 668 Fernandina Beach, FL 32034	6) <u>Title:</u> City Manager
3) <u>Telephone No.:</u> 904/261-4168	7) <u>Address:</u> P.O. Box 668 Fern Bch, FL 32034
4) <u>County:</u> Nassau	8) <u>Telephone No.:</u> 904/261-4168

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.

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 attached certifications and assurances if assistance is approved.

23) Typed Name and Title of Chief Elected Official:

Ben Sorensen, Mayor

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

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

19) Total Project Costs
\$ 5,900,000

20) ~~State~~ CDBG Funds Requested.
\$ 675,000

21) Prior CDBG Funds:
Amount(s): Year(s) Funded:

24) Signature: 25) Date:

12/18/84

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 assist local governments in their initiatives to expand employment opportunities primarily for low and moderate income people. Specifically, the program is to assist private, for profit businesses in the creation and retention of permanent jobs. The Fernandina Beach City Board, 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: acquisition 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.

FERNANDINA BEACH, NASSAU COUNTY, FLORIDA

*Sent copy
to Legator
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. 1985

(SEAL)

Vernita J. Spaulding
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 exclusive 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
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:

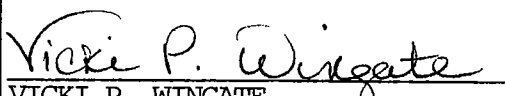
Section 1. That the Mayor and City Clerk be authorized to execute the proposed agreement attached hereto between the City of Fernandina Beach and Center Street Waterfront Group for the development and lease of the City Marina.

Section 2. That this resolution shall become effective immediately upon its passage.

ADOPTED this 2ND day of OCTOBER, 1984.


BEN SORENSEN
Mayor - Commissioner

ATTEST:


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 promenade 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.

- (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 promenade 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 LESSEE agrees to provide the CITY with a copy of 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 Florida State Sanitation Code, Chapter 190, F.S.

(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.

By: Robert S. Allison
ROBERT S. ALLISON

Its: President

(corporate seal)

Stephen C. Harris
Wesley R Poole

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.

~~October~~ WITNESS may hand and official seal, this 3rd day of ~~September~~, 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 Pain - 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.

~~October~~ WITNESS may hand and official seal, this 3rd day of ~~September~~, 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 paragraph 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 6.01(B)(1) shall be at least one of the improvements set forth

- (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 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

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, Duval County, Florida
this 5th day of February, 1984.

Ray Robinson
Notary Public, State of Florida
at Large

Notary Public, State of Florida
My Commission expires: Oct. 13, 1986
My Commission Expires Oct. 13, 1986
Bonded thru 1987 for: \$10,000.00

Ernest Davis Trustee
ERNEST DAVIS, Trustee

Sworn to and subscribed by me at Fernandina Beach, Florida
this 6th day of February, 1984.

Mary P. Lico
Notary Public, State of Florida
at Large

My Commission expires: _____

0175T

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Mar. 15, 1985

OFFICIAL RECORDS
EXHIBIT "A"

BOOK 381 PAGE 68

~~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 Northwestorly making an 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 Northwestorly 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

OFFICIAL RECORDS

BOOK 381 PAGE 64

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

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.

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. *less than 25*

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

(official seal)

By: Ferris B. Jones
FERRIS B. JONES
Its: City Manager

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

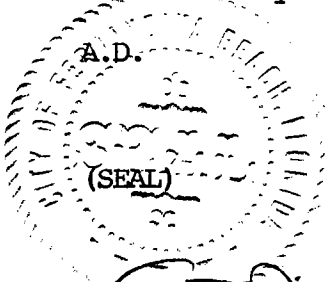
Florida

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,



Vicki P. Wingate

VICKI P. WINGATE

City Clerk

City of Fernandina Beach, Florida

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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 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 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.

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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 be 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

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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 Resolution 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 MIXED", 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 CSWG



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 ^{retain} ~~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, 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: _____
VICKI P. WINGATE

By: _____
FERRIS B. JONES

Its: City Clerk
(official seal)

Its: City Manager

CENTRE STREET WATERFRONT
GROUP, INC.

Attest: _____

By: _____

Its:
(official seal)

Its:

FBG

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, ^{and submit for approval} complete bathymetry analysis, 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

min 90 days

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:

48/2	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.

do 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: _____
VICKI P. WINGATE

By: _____
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.

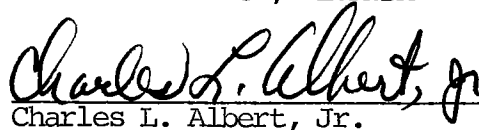
WHEREAS, the City of FERNANDINA BEACH and OCEAN, HIGHWAY
AND PORT AUTHORITY OF NASSAU COUNTY have tentatively agreed to a joint
consideration and study of various development plans for the marina area and
port of Fernandina; and

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.

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



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
FEBRUARY 9, 2022**

1. CALL TO ORDER 5:00

2. ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:

John Boylan
Brandy Carvalho

OTHERS PRESENT:

Kelly Gibson, Planning & Conservation Director
Daphne Forehand, City Planner
Harrison Poole, City Attorney
Taylor Hartmann, Recording Secretary

3. PLEDGE OF ALLEGIANCE

Chair Minshew introduced Mr. Harrison Poole as the acting City Attorney for tonight's meeting.

4. APPROVAL OF MEETING MINUTES

4.1 Approval of Minutes for the January 12, 2022, Regular Meeting.

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

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

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

5. NEW BUSINESS

5.1 **PAB CASE 2022-0001 - 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.*

Ms. Gibson provided the Board with a brief history of the 1985 Planned Unit Development and stated that this would in no way affect Brett's Waterway Café, its use, and/or any potential future reconstruction. She added that this action would be done in an effort to correct and clean up outstanding zoning discrepancies.

Member Stevenson inquired whether this would affect any potential CRA development. Ms. Gibson stated that she did not believe so.

Member Bennett inquired about any open lease agreements within the subject area.

Member Robas expressed concern that this is the first time the Board has heard about this and the potential optics of this decision. She also stated that she would like to have further detailed discussions about what is being proposed.

Chair Minshew stated that she requested this item be placed on the agenda tonight, because a City Commissioner has requested that this item be addressed, this after prioritizing LDC Text Amendments during the last half of 2021.

Public Hearing was opened.

Allen Mills, 1425 Broome Street, specifically referenced the adoption of Resolution 956, noted in the supplemental documentation portion of tonight's agenda posted online, which speaks about developing additional parking instead of an open park space.

Kevin McCarthy, 1701 Clinch Drive, stated that he was shocked to see this on the agenda and where it originated from. Ms. Gibson stated that Staff was directed to present this PUD item to the PAB. Mr. McCarthy also spoke about the current parking difficulties on the waterfront.

Ms. Gibson stated that the City has never intentionally had an onsite parking requirement within the Central Business District because it was believed that it would force demolition of historic structures and resources.

Paul Lore, 2794 Longboat Drive, spoke as an advocate for citizen's access to public spaces and questioned why this was suddenly on an agenda.

Annette Acosta, 22 S. 2nd Street, asked what the difference is between what's being requested versus what currently exists in the subject area.

Tyna Christner, 406 Beech Street, inquired who directed staff to bring this before the PAB. Ms. Gibson confirmed that this is at the direction of the City Manager.

Public Hearing was closed.

Members discussed what they would like to receive from Staff in order to further evaluate the PUD.

Member Bennett stated that there was no reason to delay this case because it has languished for decades and that is not the standard practice for PUD's.

DRAFT

Mr. Poole, spoke about the I-W zoning district and how the current LDC is consistent with what is currently in place.

ACTION TAKEN: A motion was made by Member Robas, seconded by Member Gingher to continue to date certain April 13, 2022.

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

Member Bennett	Nay
Member Gingher	Aye
Member Stevenson	Nay
Member Robas	Aye
Chair Minshew	Nay

Motion failed.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Stevenson to recommend approval of PAB case 2022-0001 to the City Commission; AND that PAB case 2022-0001 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

Member Bennett	Aye
Member Gingher	Nay
Member Stevenson	Aye
Member Robas	Nay
Chair Minshew	Aye

Motion passed.

6. OLD BUSINESS

6.1 VISION 2045 STATEMENT - Review and Discuss Themes 1 – 3

Ms. Gibson provided the Board with an overview of the planning process, including developing a Comprehensive Plan, Land Development Code, and Vision Statement.

Members decided to review each theme of the Vision individually.

Theme 1: Environmental Sustainability & Resiliency.

Member Stevenson inquired about possibly achieving a 7% tree canopy increase in less than 20 years.

Ms. Hartmann provided the Board with a review of the City Tree Committee's findings with respect to increasing the canopy, the associated costs, and the acreage necessary. Members agreed that a 7% canopy increase over a period of 20 years is the most achievable goal.

The Board discussed the importance of systematically reducing and eventually eliminating all septic systems by incentivizing connecting to City's water and sewer system.

PAB Members will focus on expanding the Coastal Upland Protection Zone (CUPZ) during the 2022 Calendar Year.

DRAFT

Member Robas inquired about possible ways to measure the success of each identified goal.

Members discussed the pros and cons of reducing the impervious surface ratio and elected to remove this objective from the Vision Plan.

Theme 2: Preservation of Character

Members agreed that they would like to see Staff apply to have the Peck Center added to the National Historic Register.

Members discussed current PUD standards and whether to explore revising them at any point to incentivize workforce and affordable housing.

Themes 3-5 will be discussed at the PAB Special Meeting scheduled February 23, 2022.

7. BOARD BUSINESS

7.1 Election of PAB Chair and Vice Chair

Members agreed to postpone the elections until the Special Meeting of February 23, 2022.

8. STAFF REPORT

9. PUBLIC COMMENT

Annette Acosta, 22 S. 2nd Street, spoke about creating more robust fees for tree removal, dislike of high density land use, and that she's concerned about board members, across all Boards, voting with how members feel versus what the citizens say.

10. ADJOURNMENT 7:44

Taylor Hartmann. Recording Secretary

Genece Minshew, Chair

April 6, 2022

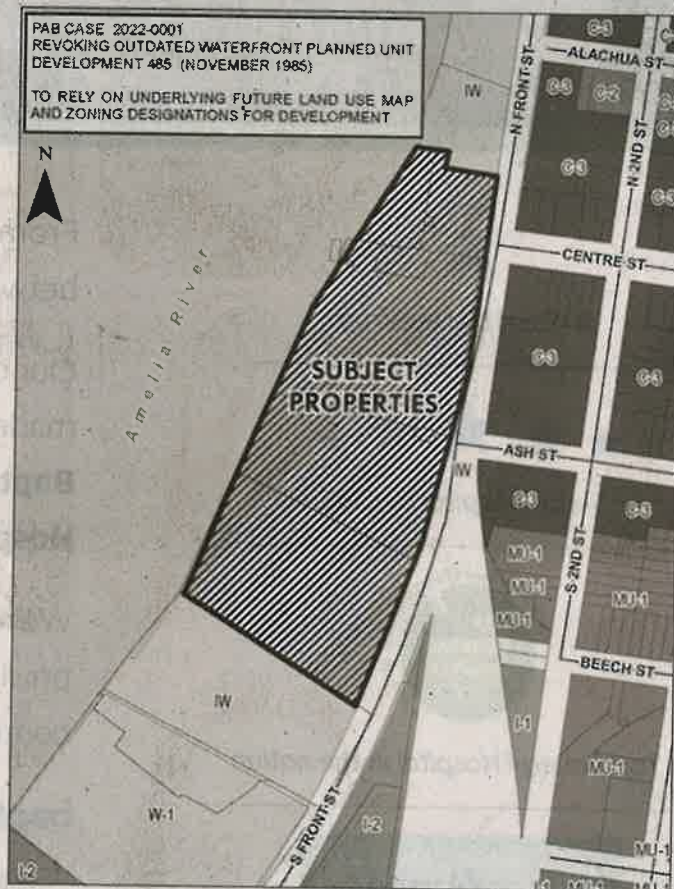
News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for Tuesday, April 19, 2022 at 6:00 p.m. in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following

ORDINANCE 2022-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, 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; 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.



Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2022-10
Code Amendment - Transfer of Funds

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2022-10 at Second Reading.

SYNOPSIS: Section 74 of the City's Charter reads, in relevant part, "The City Manager is authorized to transfer funds within the same department or division in such maximum amounts as established by ordinance or resolution from time to time."

Section 2-412 of the City's Code of Ordinances allows the City Manager to approve any budget amendment for the transfer of funds within the same department or division in an amount not to exceed \$7,500. The current intradepartmental amount of \$7,500 is below the City Manager's spending authority per the City's purchasing policy as established via Resolution 2010-38, and is causing unnecessary delays in the day-to-day business of the City.

Staff recommends increasing the not to exceed amount of \$7,500 to \$50,000 for a budget amendment / transfer of funds within the same department and a not to exceed amount of \$20,000 within the same division. Any budget transfer that is over these amounts would still require Commission approval.

This Ordinance was approved at First Reading by the Commission at its March 15, 2022, meeting.

FISCAL IMPACT: The total Department Budget will not change and there will be no fiscal impact.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission revise proposed Ordinance 2022-10 at Second Reading to reflect City Commission direction for a lowered amount (\$25,000 rather than \$50,000). Such a revision will likely require an additional reading.

Pauline Testagrose, Comptroller 4/7/2022

Dale Martin, City Manager 4/11/2022

Tammi E. Bach, City Attorney 4/12/2022

Date: March 16, 2022

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Enact

ORDINANCE 2022-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE FERNANDINA BEACH CODE OF ORDINANCES BY AMENDING CHAPTER 2, SECTION 412, BUDGET AMENDMENTS / TRANSFER OF FUNDS AUTHORIZING THE CITY MANAGER TO APPROVE INTRADEPARTMENT BUDGET AMENDMENT / TRANSFERS IN AN AMOUNT NOT TO EXCEED \$50,000 AND INTRADIVISION TRANSFERS IN AN AMOUNT NOT TO EXCEED \$20,000; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-412 of the City's Code of Ordinances allows the City Manager to approve any budget amendment for the transfer of funds within the same department or division in an amount not to exceed \$7,500; and

WHEREAS, Section 74 of the City's Charter reads, in relevant part, "The City Manager is authorized to transfer funds within the same department or division in such maximum amounts as established by ordinance or resolution from time to time"; and

WHEREAS, the current amount of \$7,500 is below the City Manager's spending authority per the City's purchasing policy as adopted via Resolution 2010-38, and is causing unnecessary delays in the day-to-day business of the City; and

WHEREAS, Staff recommends increasing the not to exceed amount of \$7,500 to \$50,000 for a budget amendment / transfer of funds within the same department; and increasing the not to exceed amount for a budget amendment/transfer of funds to \$20,000 within the same division.

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

SECTION 1. It is hereby proposed that Chapter 2, Section 412 of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 2-412. - Budget amendments/transfer of funds.

As provided for in Section 74 of the Charter, the City Manager is authorized to approve any budget amendment for the transfer of funds within the same department in an amount not to exceed \$50,000 or same division thereof in an amount not to exceed \$7,500.00 \$20,000.

SECTION 2. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof is held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application must not be affected thereby.

SECTION 3. The provisions of this Ordinance will take effect immediately upon its passage and enactment.

ENACTED this 19th day of April, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Date of First Reading: March 15, 2022
Date of Second/Final Reading: April 19, 2022
Date of Publication: April 6, 2022

ORDINANCE NUMBER 99-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE FERNANDINA BEACH CODE OF ORDINANCES BY CREATING SECTION 2-412 AUTHORIZING THE CITY MANAGER TO APPROVE ANY BUDGET AMENDMENT IN AN AMOUNT NOT TO EXCEED \$7500; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 74 of the Charter of the City of Fernandina Beach provides that the City Manager may approve budget amendments for the transfer of funds within the same department or division of the City in such maximum amounts as established by ordinance from time to time.

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

Section 1. That Section 2-412 of the Code of Ordinances is hereby created to read as follows:

Sec. 2-412. Budget Amendments/Transfer of Funds.

As provided for in Section 74 of the Charter, the City Manager is authorized to approve any budget amendment for the transfer of funds within the same department or division thereof in an amount not to exceed \$7,500.

Section 2. That this Ordinance shall take effect immediately upon its adoption.

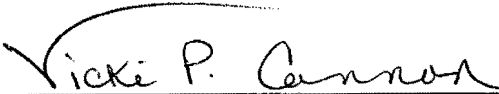
ADOPTED by the City Commission, with a quorum present and voting, this 7th day of September, 1999.

CITY OF FERNANDINA BEACH



RON SAPP
Mayor-Commissioner

ATTEST:



VICKI P. CANNON
City Clerk

Date of First Reading: August 3, 1999
Date of Publication: August 11, 1999
Date of Second Reading
Public Hearing: September 7, 1999
Date of Final Passage: September 7, 1999



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: ORDINANCE NO. 99-26

DEPARTMENT: FINANCE

ATTACHMENTS: ☒ Ordinance ☐ Resolution ☐ Budget Resolution
☐ Other ☐ Support Documents Available in City Manager's Office

SUMMARY: The Charter of the City of Fernandina was changed in April, 1998. Prior to this change, the charter stated that the City Manager could approve budget amendments and transfers of funds within the same department or division up to \$5,000. After the charter was amended, it currently states the following:

"provided however that the city manager shall be authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance from time to time."

Ordinance #99-26 will establish the amount of \$7,500 to accommodate the change in the charter. We have increased the amount because the budget has continually increased through the years since the charter was changed to \$5,000. We feel that \$7,500 is a reasonable amount due to the increases of budgets.

RECOMMENDED MOTION: To approve Ordinance #99-26 on first reading.

DEPARTMENT HEAD

Submitted: *ced*

Date: 7/22/99

Requested Agenda

Date: August 3, 1999

FINANCE DEPARTMENT

Approved as to Budget Requirements

ced Date: 7/22/99

CITY ATTORNEY

Approved as to Form and Legality: *WRP*

Date: 7/22/99

CITY MANAGER

Approved Agenda Item for: *J. H. H.*

Date: 8/3/99

COMMISSION ACTION: ☐ Approved as Recommended ☐ Disapproved



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: ORDINANCE NO. 99-26

DEPARTMENT: FINANCE

ATTACHMENTS: ☒ Ordinance ☐ Resolution ☐ Budget Resolution
☐ Other ☐ Support Documents Available in City Manager's Office

SUMMARY: The Charter of the City of Fernandina was changed in April, 1998. Prior to this change, the charter stated that the City Manager could approve budget amendments and transfers of funds within the same department or division up to \$5,000. After the charter was amended, it currently states the following:

"provided however that the city manager shall be authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance from time to time."

Ordinance #99-26 will establish the amount of \$7,500 to accommodate the change in the charter. We have increased the amount because the budget has continually increased through the years since the charter was changed to \$5,000. We feel that \$7,500 is a reasonable amount due to the increases of budgets.

RECOMMENDED MOTION: To approve Ordinance #99-26 on first reading.

DEPARTMENT HEAD

Submitted: *ced*

Date: 7/22/99

Requested Agenda

Date: August 3, 1999

FINANCE DEPARTMENT

Approved as to Budget Requirements *ced*

Date: 7/22/99

CITY ATTORNEY

Approved as to Form and Legality

Date:

CITY MANAGER

Approved Agenda Item for:

Date:

COMMISSION ACTION: ☐ Approved as Recommended ☐ Disapproved



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: ORDINANCE NO. 99-26

DEPARTMENT: FINANCE

ATTACHMENTS: ☒ Ordinance ☐ Resolution ☐ Budget Resolution
☐ Other ☐ Support Documents Available in City Manager's Office

SUMMARY: The Charter of the City of Fernandina was changed in April, 1998. Prior to this change, the charter stated that the City Manager could approve budget amendments and transfers of funds within the same department or division up to \$5,000. After the charter was amended, it currently states the following:

"provided however that the city manager shall be authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance from time to time."

Ordinance #99-26 will establish the amount of \$7,500 to accommodate the change in the charter. We have increased the amount because the budget has continually increased through the years since the charter was changed to \$5,000. We feel that \$7,500 is a reasonable amount due to the increases of budgets.

The City Clerk has advertised this public hearing.

RECOMMENDED MOTION: Approve Ordinance #99-26 on second reading and final reading.

DEPARTMENT HEAD	Submitted: Cindy L. Dickerson	Date: August 27, 1999
	Requested Agenda	Date: September 7, 1999
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date: August 27, 1999
CITY ATTORNEY	Approved as to Form and Legality	Date:
CITY MANAGER	Approved Agenda Item for:	Date:

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

ORDINANCE NUMBER 99-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE FERNANDINA BEACH CODE OF ORDINANCES BY CREATING SECTION 2-412 AUTHORIZING THE CITY MANAGER TO APPROVE ANY BUDGET AMENDMENT IN AN AMOUNT NOT TO EXCEED \$7500; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 74 of the Charter of the City of Fernandina Beach provides that the City Manager may approve budget amendments for the transfer of funds within the same department or division of the City in such maximum amounts as established by ordinance from time to time.

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

Section 1. That Section 2-412 of the Code of Ordinances is hereby created to read as follows:

Sec. 2-412. Budget Amendments/Transfer of Funds.

As provided for in Section 74 of the Charter, the City Manager is authorized to approve any budget amendment for the transfer of funds within the same department or division thereof in an amount not to exceed \$7,500.

Section 2. That this Ordinance shall take effect immediately upon its adoption.

ADOPTED by the City Commission, with a quorum present and voting, this _____ day of _____, 1999.

CITY OF FERNANDINA BEACH

RON SAPP
Mayor-Commissioner

ATTEST:

VICKI P. CANNON
City Clerk

Date of First Reading: July 6, 1999
Date of Publication:
Date of Second Reading
Public Hearing:
Date of Final Passage:

Sec. 73. Reserved.**Sec. 74. Transfer of funds.**

Upon request of the city manager, the city commission may authorize a budget amendment within any part of an unencumbered balance of an appropriation to a purpose or object for which the appropriation of the current year has proved insufficient or may authorize a transfer of funds within the same department or division thereof, provided however that the city manager shall be authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance from time to time.

(Laws of Fla., ch. 8949(1921), § 74; Ord. No. 91-17, § 1, 9-17-91; Ord. No. 94-29, § 1, 12-6-94/4-11-95; Ord. No. 98-9, § 1, 2-17-98)

Sec. 75. Limitation on appropriations.

At the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation. Any accruing revenue of the city, not appropriated and hereinbefore provided, and any balance at any time remaining after the purpose of the appropriation shall have been satisfied or abandoned may from time to time be appropriated by the city commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money shall be drawn from the treasury of the city, nor shall any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the city commission.

(Laws of Fla., ch. 8949(1921), § 75; Ord. No. 91-17, § 1, 9-17-91)

Sec. 76. Payment of claims.

No warrant for the payment of any account or claim shall be issued by the city and clerk until such account or claim shall have been approved by the head of the department for which the indebtedness was incurred by the controller and by the city manager, and such officers and their sureties shall be liable to the municipality for all

loss and damage sustained by the municipality by reason of corrupt or improper approval of any such claim or account against the municipality. (Laws of Fla., ch. 8949(1921), § 76; Ord. No. 91-17, § 1, 9-17-91)

Sec. 77. Taxes and charges.

Pursuant to F.S. § 166.201, this municipality may raise, by taxation and licenses authorized by the State Constitution or general law, or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by ordinance not inconsistent with law.

(Ord. No. 91-17, § 1, 9-17-91)

Sec. 78. Ad valorem taxes.

(1) Pursuant to Article VII, Sec. 9 of the State Constitution and F.S. § 166.211, this municipality is hereby authorized, in a manner not inconsistent with general law, to levy ad valorem taxes on real and tangible personal property within the municipality in an amount not to exceed ten (10) mills exclusive of taxes levied for the payment of bonds and taxes levied for periods of not longer than two years and approved by a vote of the electors.

(2) The assessment and collection of municipal ad valorem taxes shall be performed by appropriate officers as prescribed by general law. At any time millage rates are published for the purpose of giving notice, the rates shall be stated in terms of dollars and cents for every thousand dollars (\$1,000.00) of assessed property value.

(Ord. No. 91-17, § 1, 9-17-91)

Sec. 79. Regulatory fees.

Pursuant to F.S. § 166.221, this municipality may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.

(Ord. No. 91-17, § 1, 9-17-91)

Ordinance #99-26

Ordinance #99-26 is necessary to establish an amount according to the Section 74 Transfer of Funds, in the City Charter. Currently the Charter states the following:

“provided however that the city manager shall be authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance from time to time.”

The amount that we are proposing, to establish, in ordinance #99-26 is \$7,500.



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Ordinance 99-26

DEPARTMENT:

ATTACHMENTS: ☒ Ordinance ☐ Resolution ☐ Budget Resolution
☐ Other ☐ Support Documents Available in City Manager's Office

SUMMARY: Ordinance #99-26 to allow the City Manager to authorize any budget amendment for the transfer of funds within the same department or division thereof in an amount not to exceed \$7,500. This ordinance is needed to establish an amount, by ordinance, regarding section 74 of the Charter of the City of Fernandina Beach. Currently the Charter states the following:

"provided however that the city manager shall be authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance from time to time."

The amount that we are proposing, to establish, in ordinance #99-26 is \$7,500.

RECOMMENDED MOTION: Adopt ordinance #99-26.

DEPARTMENT HEAD Submitted: Cindy L. Dickerson *CLD* Date: July 7, 1999

Requested Agenda Date: July 20, 1999

FINANCE DEPARTMENT Approved as to Budget Requirements *CLD* Date: 7/7/99

CITY ATTORNEY Approved as to Form and Legality *WRP* Date: 7/7/99

CITY MANAGER Approved Agenda Item for: Date:

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



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Ordinance 99-26

DEPARTMENT: Finance

ATTACHMENTS: ☐ Ordinance ☐ Resolution ☐ Budget Resolution
☒ X Other ☐ Support Documents Available in City Manager's Office

SUMMARY: Ordinance #99-26 to allow the City Manager to authorize any budget amendment for the transfer of funds within the same department or division thereof in an amount not to exceed \$7,500. This ordinance is needed to establish an amount, by ordinance, regarding section 74 of the Charter of the City of Fernandina Beach.

RECOMMENDED MOTION: Adopt ordinance #99-26.

DEPARTMENT HEAD Submitted: Cindy L. Dickerson *ced* Date: June 23, 1999

Requested Agenda Date: July ²⁰ 1999

FINANCE DEPARTMENT Approved as to Budget Requirements *ced* Date: 6/23/99

CITY ATTORNEY Approved as to Form and Legality *WRP* Date: 6/24/99

CITY MANAGER Approved Agenda Item for: Date:

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

Over the past several years, the City of Fernandina Beach Parks & Recreation Department has received an increasing number of complaints concerning the shortage of practice space and quality of field maintenance. This is a result of City budget funds not being able to keep up with the ever increasing number of City and County users. Our community, both City and County, deserves to be provided with an improved quality of recreational facilities.

The City of Fernandina Beach Parks & Recreation Department has prepared the following Recreational Facility Expense Report for the 1998 sports seasons. We have created four options, for your consideration. We believe that all four options could serve as a solution and give birth to improved recreational facilities. If approved, selected option will go into effect for '99-'00 budget year.

The number of program participants was based on rosters acquired from the sports leagues. Once an option is put into effect, we will require each league to keep accurate participant records on all users of City of Fernandina Beach recreational facilities.

The four options are as follows: (*Rounded to the nearest dollar amount)

1. **USER ONLY FEE:** This option targets USERS only. City and County USERS pay the full facility expense. No tax dollars are used to service the facility for the program.
example: Youth Soccer

705/Total Participants divided into \$8,492.00/Total Facility Expenses= \$12*/participant

2. **SUBSIDIZED FEE:** User pays 50% of facility expenses, City & County divide remaining amount by paying for their percentage of resident users.

example: Youth Soccer

Total Facility Expense= \$12/participant divided by 2= \$6

USER pays: \$6/each

CITY pays: 40% (% of City users) of \$4,230 (705 users x \$6)= \$1,692.00

COUNTY pays: 60% (% of County users) of \$4,230 (705 users x \$6)= \$2,538.00

3. **CITY/COUNTY USER ONLY FEE:** City & County pay full facility expense. Amount is determined by percentage of resident users x total facility expense.

example: Youth Soccer

CITY pays: 40% of \$8,492= \$3,397.00*

COUNTY pays: 60% of \$8,492= \$5,095.00*

4. **COUNTY USER ONLY FEE:** County users pay full facility expense per participant.

example: Youth Soccer

COUNTY USERS pay: \$12/each

CITY USERS pay: \$0/each

COUNTY pays: \$0

CITY pays: \$12 x 282 City Soccer Users= \$3,384.00

BABE RUTH (formerly LITTLE LEAGUE)

PARTICIPANTS

City residents 179= 49%
County residents 185= 51%
Total Participants 364

EXPENSES (*Rounded to the nearest dollar amount)

Facility preparation salaries \$14090.00
3 weeks prior to opening day using 3 employees (360 hours)
Season salaries \$ 8924.00
67 scheduled days. 2 employees 8 hours per day to drag, line, mow, weed eat and pick up trash (536 hours)
Tournament salaries \$ 1331.00
2 employees 40 hours to mark, drag and maintain fields
Clay \$ 1960.00
Fertilizers and Pesticides \$ 2813.00
\$625 per acre based on 4.5 acres (t-ball and buddy league pays for 2 acres)
Fertilizer salary \$ 298.00
1 employee 8 hours each time (3x)
Pesticide salary \$ 798.00
1 employee 16 hours 4 times per year
Marker chalk \$ 216.00
Electric \$ 4179.00
Garbage \$ 441.00
Water \$ 159.00
Sewage \$ 72.00
TOTAL EXPENSES \$35,281.00

364/Total Participants divided into \$35,281.00/Total Expenses = \$97.00*/participant

USER ONLY FEE:

City Users pay: \$97/each
County Users pay: \$97/each

SUBSIDIZED FEE:

City & County Users pay: \$48.50/each
City pays: 49% of \$17,640.50 = \$8,644.00*
County pays: 51% of \$17,640.50 = \$8,997.00*

CITY/COUNTY ONLY FEE:

City pays: 49% of \$35,281 = \$17,288.00*
County pays: 51% of \$35,281 = \$17,993.00*

COUNTY USER ONLY FEE:

County Users pay: \$97/each
City Users pay: \$0 (City will continue to cover City Users Facility Expense)

YOUTH BASKETBALL

PARTICIPANTS

City residents 68= 64%

County residents 39= 36%

Total participants 107

EXPENSES (*Rounded to the nearest dollar amount)

Utilities \$476.00

Based on 4 hours/day 4 days/week for 2 months.

Floor Resurfacing \$267.00

Based on annual expense divided by 12 multiplied by 2 months of use.

TOTAL EXPENSE \$743.00

107/Total Participants divided into \$743.00/Total Expense = \$7.00*/participant

USER ONLY FEE:

City User pays: \$7/each

County User pays: \$7/each

SUSBSIDIZED FEE:

City & County Users pay: \$3.50/each

City pays: 64% of \$372 = \$238.00*

County pays: 36% of \$372 = \$134.00*

CITY/COUNTY ONLY FEE:

City pays: 64% of \$743 = \$476.00*

County pays: 36% of \$743 = \$267.00*

COUNTY USER ONLY FEE:

County Users pay: \$7/each

City Users pay: \$0 (City continues to cover City Users Facility Expense)

POP WARNER

PARTICIPANTS

City residents 69= 51%

County residents 67= 49%

Total participants 136

EXPENSES (*Rounded to the nearest dollar amount)

Electric \$1041.00

Water \$ 108.00

Garbage \$ 294.00

Sewer \$ 48.00

Maintenance salaries \$1934.00

One employee 2 hours to mow and on hour to weed eat once a week.

Fertilizer and Pesticides \$1093.00

1.75 acres times \$625.

Fertilizer and Pesticides salaries \$ 62.00

One employee one hour 5 times per year.

Lining fields \$ 410.00

3 employees 2.5 hours 7 times per year.

TOTAL EXPENSES \$4990.00

136/Total Participants divided into \$4990.00/Total Expenses = \$37.00*/participant

USER ONLY FEE:

City User pays: \$37/each

County User pays: \$37/each

SUBSIDIZED FEE:

City & County Users pay: \$18.50/each

City pays: 51% of \$2,516 = \$1,283.00*

County pays: 49% of \$2,516 = \$1,233.00*

CITY/COUNTY FEE ONLY:

City pays: 51% of \$4,990 = \$2,545.00*

County pays: 49% of \$4,990 = \$2,445.00*

COUNTY USER ONLY FEE:

County User pays: \$37/each

City User pays: \$0 (City will continue to cover City Users Facility Expense)

YOUTH SOCCER

PARTICIPANTS

City residents 282= 40%
County residents 423= 60%
Total participants 705 (includes Spring & Fall seasons)

EXPENSES (*Rounded to the nearest dollar amount)

Mowing salaries	\$4992.00
One employee 8 hours per week for 52 weeks.	
Fertilizers and pesticides	\$2187.00
3.5 acres at \$625 per acre.	
Pesticide salary	\$ 154.00
One employee to spray 4 times per year.	
Fertilizer salary	\$ 99.00
One employee 2 hours 4 times per year.	
Electric	\$ 656.00
Garbage	\$ 404.00
TOTAL EXPENSES	\$8492.00

705/Total Participants divided into \$8492.00/Total Expenses = \$12.00*/participant

USER ONLY FEE:

City Users pay: \$12/each
County Users pay: \$12/each

SUBSIDIZED FEE:

City & County Users pay:	\$6/each
City pays: 40% of \$4,230 =	\$1,692.00*
County pays: 60% of \$4,230 =	\$2, 538.00*

CITY /COUNTY ONLY FEE:

City pays: 40% of \$8,492 =	\$3,397.00*
County pays: 60% of \$8,492 =	\$5,095.00*

COUNTY USER ONLY FEE:

County Users pay: \$12/each
City Users pay: \$0 (City will continue to cover City Users Facility Expense)

ADULT SOFTBALL

PARTICIPANTS

City residents 113= 36%
County residents 204= 64%
Total participants 317

EXPENSES (*Rounded to the nearest to the dollar amount)

Electric	\$ 940.00
Garbage	\$ 202.00
Maintenance salaries	\$6092.00
One employee 11 hours per week to mow and weed eat for 52 weeks.	
Seasonal Salaries	\$2043.00
One employee 4 hours/day 4 days/week to drag and mark fields.	
Fertilizers and Pesticides	\$2500.00
4 acres of land at \$625 per acre.	
Chalk	\$ 300.00
TOTAL EXPENSES	\$12,077.00

317/Total Participants divided into \$12,077.00/Total Expenses = \$38.00*/participant

USER ONLY FEE:

City User pays: \$38/each
County User pays: \$38/each

SUBSIDIZED FEE:

City & County Users pay:	\$19/each
City pays: 36% of \$6,023 =	\$2,168.00*
County pays: 64% of \$6,023 =	\$3,855.00*

CITY/COUNTY ONLY FEE:

City pays: 36% of \$12,077 =	\$4,348.00*
County pays: 64% of \$12,077 =	\$7,729.00*

COUNTY USER ONLY FEE:

County Users pay:	\$38/each
City Users pay:	\$0 (City will continue to cover City Users Facility Expense)

SWIM TEAM

PARTICIPANTS

City residents 50= 43%

County residents 67= 57%

Total participants 117

EXPENSES (*Rounded to the nearest dollar amount)

Chemicals \$810.00

Based on two month swim season to include meets and practices.

Swim meet staff salary \$210.00

Based on 5 home meets.

Loss of Public swim revenue \$250.00

Based on 5 home meets per season

TOTAL EXPENSE \$1,270.00

117/Total Participants divided into \$1,270.00/Total Expenses = \$11*/participant

USER ONLY FEE:

City Users pay: . \$11/each

County Users pay: \$11/each

SUBSIDIZED FEE:

City & County Users pay: \$5.50/each

City pays: 43% of \$643.50 = \$277.00*

County pays: 57% of \$643.50 = \$367.00*

CITY/COUNTY ONLY FEE:

City pays: 43% of \$1,270 = \$546.00*

County pays: 57% of \$1,270 = \$724.00*

COUNTY USER ONLY FEE:

County User pays: \$11/each

City User pays: \$0 (City will continue to cover City User Facility Expenses)

T-BALL AND BUDDY LEAGUE

PARTICIPANTS

City residents 105 = 49%
County residents 109 = 51%
Total participants 214

EXPENSES (*Rounded to the nearest dollar amount)

Electric	\$2009.00
Garbage	\$ 294.00
Sewer	\$ 48.00
Water	\$ 106.00
Fertilizer and Pesticides	\$1250.00
\$625 per acre (2 acres)	
Salary for fertilizer	\$ 198.00
1 employee 8 hours each time 2 times per year	
Salary for pesticides	\$ 595.20
1 employee 16 hours 2 times per year	
Mowing, weed eating, trash	\$1837.00
2 employees 4 hours per day for 7 weeks	
<u>Paint for marking fields</u>	<u>\$ 110.00</u>
TOTAL EXPENSES	\$6,447.00

214/Total Participants divided into \$6,447.00/Total Expenses = \$30.00*/participant

USER ONLY FEE:

City Users pay: \$30/each
County Users pay: \$30/each

SUBSIDIZED FEE:

City & County Users pay:	\$15/each
City pays: 49% of \$3,210 =	\$1,573.00*
County pays: 51% of \$3,210 =	\$1,637.00*

COUNTY/CITY ONLY FEE:

City pays: 49% of \$6,420 =	\$3,146.00*
County pays: 51% of \$6,420 =	\$3,274.00*

COUNTY USER ONLY FEE:

County Users pay:	\$30/each
City Users pay:	\$0 (City will continue to cover City Users Facility Expense)

SUMMARY OF OPTION AMOUNTS

1. USER ONLY FEE:	<u>CITY</u>	<u>COUNTY</u>	<u>CITY USER</u>	<u>COUNTY USER</u>
BABE RUTH	\$0	\$0	\$97/each	\$97/each
YOUTH BASKETBALL	\$0	\$0	\$7/each	\$7/each
POP WARNER	\$0	\$0	\$37/each	\$37/each
YOUTH SOCCER	\$0	\$0	\$12/each	\$12/each
ADULT SOFTBALL	\$0	\$0	\$19/each	\$19/each
SWIM TEAM	\$0	\$0	\$11/each	\$11/each
T-BALL/BUDDY LEAGUE	\$0	\$0	\$30/each	\$30/each

2. SUSIDIZED FEE:	<u>CITY</u>	<u>COUNTY</u>	<u>CITY USER</u>	<u>COUNTY USER</u>
BABE RUTH	\$8,644	\$8,997	\$48.50/each	\$48.50/each
YOUTH BASKETBALL	\$238	\$134	\$3.50/each	\$3.50/each
POP WARNER	\$1,283	\$1,233	\$18.50/each	\$18.50/each
YOUTH SOCCER	\$1,692	\$2,538	\$6/each	\$6/each
ADULT SOFTBALL	\$2,168	\$3,855	\$19/each	\$19/each
SWIM TEAM	\$277	\$367	\$5.50/each	\$5.50/each
T-BALL/BUDDY LEAGUE	\$1,573	\$1,637	\$15/each	\$15/each

3. CITY/COUNTY USER ONLY FEE:	<u>CITY</u>	<u>COUNTY</u>	<u>CITY USER</u>	<u>COUNTY USER</u>
BABE RUTH	\$17,288	\$17,993	\$0/each	\$0/each
YOUTH BASKETBALL	\$476	\$267	\$0/each	\$0/each
POP WARNER	\$2,545	\$2,445	\$0/each	\$0/each
YOUTH SOCCER	\$3,397	\$5,095	\$0/each	\$0/each
ADULT SOFTBALL	\$4,348	\$7,729	\$0/each	\$0/each
SWIM TEAM	\$546	\$724	\$0/each	\$0/each
T-BALL/BUDDY LEAGUE	\$3,146	\$3,274	\$0/each	\$0/each

4. COUNTY USER ONLY FEE:	<u>CITY</u>	<u>COUNTY</u>	<u>CITY USER</u>	<u>COUNTY USER</u>
BABE RUTH	\$17,363	\$0	\$0/each	\$97/each
YOUTH BASKETBALL	\$476	\$0	\$0/each	\$7/each
POP WARNER	\$2,553	\$0	\$0/each	\$37/each
YOUTH SOCCER	\$3,384	\$0	\$0/each	\$12/each
ADULT SOFTBALL	\$4,294	\$0	\$0/each	\$38/each
SWIM TEAM	\$550	\$0	\$0/each	\$11/each
T-BALL/BUDDY LEAGUE	\$3,150	\$0	\$0/each	\$30/each



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2010-38
Revised Purchasing Policies and Procedures

DEPARTMENT: City Manager's Office

ATTACHMENTS: ☐ Ordinance ☒ Resolution
☐ Other ☒ Support Documents

SUMMARY: The current Purchasing Policies and Procedures Manual was approved March 20, 2001, via Resolution 2001-47. In order to keep the policies and procedures streamlined, the City Manager appointed a committee of staff members to review and revise the Purchasing Policies and Procedures Manual. After months of meetings and discussions held in accordance with the Florida Sunshine Law, and after having obtained input from Directors and the City Manager, the Committee is recommending the City Commission adopt the revised and updated version of the Purchasing Policies and Procedures Manual.

The major adjustment involves the Purchasing Approvals and Levels of Authority. The recommended levels of authority are as follows:

- | | | |
|--------------|----------------------------|----------------------|
| • < \$100 | Foreman/Field Supervisor | (currently \$50) |
| • < \$1,000 | Department Head (Director) | (currently \$500) |
| • < \$4,000 | Finance Controller | (currently \$2,500) |
| • < \$20,000 | City Manager | (currently \$15,000) |
| • ≥ \$20,000 | City Commission | (currently \$15,000) |

Other revisions were mainly to clarify the given steps in various processes.

The Committee and the City Manager recommend approval of the revised Purchasing Policies and Procedures Manual. This Manual will supersede all policies in conflict therewith.

RECOMMENDED MOTION: Approval Resolution 2010-38

DEPARTMENT HEAD	Submitted: Michael Czymbor, CM	Date: 2-26-10
	Requested Agenda	Date: 4-06-10

FINANCE DEPARTMENT	Approved as to Budget Requirements	Date:
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CITY ATTORNEY	Approved as to Form <i>TEB</i>	Date: <i>3/31/10</i>
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CITY MANAGER	Approved Agenda Item for <i>[Signature]</i>	Date: <i>4/1/10</i>
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COMMISSION ACTION: ☐ Approved as Recommended ☒ Disapproved
☐ Approved with Modification ☐ Other
☐ Tabled to Time Certain

Approved at the City Commission Meeting

Held on *4-6*
Voted: *5-0* Initial: *aln*

w/ Amends

RESOLUTION 2010-38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PURCHASING POLICIES AND PROCEDURES MANUAL; PROVIDING FOR REPEAL OF ANY PREVIOUS POLICIES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current Purchasing Policies and Procedures Manual, approved March 20, 2001, via Resolution 2001-47, is outdated and needs to be updated and replaced; and

WHEREAS, as the City needs to provide guidance and direction to all city staff involved with the purchasing process, the City Manager appointed a Committee to review and revise the existing Purchasing Policies and Procedures Manual; and

WHEREAS, after many months of meetings and discussions held in accordance with the Florida Sunshine Law, the Committee has prepared the revisions as requested; and

WHEREAS, Department Directors and City Staff have reviewed and had the opportunity to provide input and now recommend adopting the revised Purchasing Policies and Procedures.

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

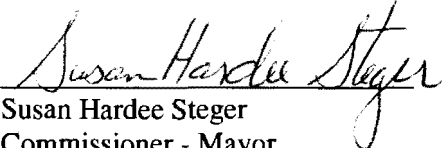
SECTION 1. The City Commission hereby approves the Purchasing Policies and Procedures Manual, attached hereto as Exhibit "A".

SECTION 2. This Resolution supersedes and repeals any previous policies in conflict herewith.

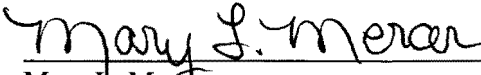
SECTION 3. This Resolution shall become effective immediately upon adoption.

ADOPTED this 6th day of April, 2010.

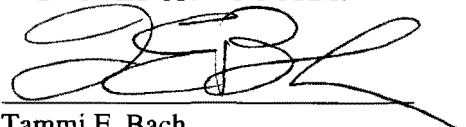
CITY OF FERNANDINA BEACH


Susan Hardee Steger
Commissioner - Mayor

ATTEST:


Mary L. Mercer
City Clerk

APPROVED AS TO FORM:


Tammi E. Bach
City Attorney



PURCHASING POLICIES AND PROCEDURES

Effective Date: _____

Commission Approval Date: _____

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4.0 Basic Forms

- Petty Cash Reconciliation Form
- Request for Payment Form
- Purchase Order Form
- Terms and Conditions for Purchases
- VISA Credit Card Employee Agreement
- Sole Source / Emergency Purchase Form
- Request for Quote Form
- Bid/Proposal/Qualification Issuance Form
- Legal Advertise Sample
- Invitation to Bid Sample Letter
- Pre-Bid Meeting Sign in Sheet
- Bid Tally Form
- Extension of Bid Based on Mutual Agreement
- Fixed Asset / Property Record Form (pink)
- Asset – Non Capitalized Form (gold)
- Dispositioned Property Record Form
- Travel Expense Statement

1.0 PURPOSE

This Purchasing Policies and Procedure Manual is provided to all departments of the City of Fernandina Beach to provide guidance and direction to all employees involved in the purchasing process and to promote transparency, efficiency and economy in the purchase of various goods and/or services. This Manual is intended to incorporate all purchasing policies and ordinances adopted by the City Commission in a form that is "user friendly". In addition to this Manual, the City Commission has adopted a comprehensive Purchasing Code as part of the Code of Ordinances, Sections 2-420 through 2-446. In case of a conflict between the provisions set forth in the Purchasing Code and this Purchasing Policies and Procedures Manual, the Purchasing Code shall dictate.

It is the policy of the City to make all purchases of supplies, materials, equipment and contractual services utilizing a competitive process and receiving the best value from the most responsive and responsible vendor. The competitive process can include written quotes, formal Invitation to Bids (ITB), Request for Proposals (RFP), Request for Qualifications (RFQ) or any other method set forth in the City's Code.

The City's purchasing policies shall also incorporate the following principles:

- Standardization of products and consolidation of purchases used throughout the City to obtain the best value from the most responsive and responsible vendor;
- Use of appropriate specifications for purchase of goods and services, including consideration of value, estimated life and service factors;
- Use of competition to reduce prices;
- Conducting all purchases in a businesslike and objective manner, and eliminating favorites and connivance in public purchasing;
- Elimination of unnecessary purchases, and the limitation of paperwork to the maximum extent possible;
- Transfer of useable goods from one department to another, and from another agency to the city;
- Use of cooperative purchasing agreements to take advantage (piggy-back off) of other government contract agreements;
- Inspection and testing of products to assure compliance with contract specifications;
- Prompt payment of invoices, earning discounts wherever possible;
- Use of local vendors when competitive and taking appropriate measures to ensure affirmative action steps are taken.

2. Purchasing Approval Process



APPROVAL LIMITS & SIGNATURE REQUIREMENTS

< \$100	Foreman/Field Supervisor
< \$1,000	Department Head (Director)
< \$4,000	Finance Controller
< \$20,000	City Manager
> \$20,000	City Commission and Competitive Bid
Vehicles/Related Equip: Fleet Maint. Supt. Computer/Software/Related Equip: IT Manager	

3.0 POLICY/PROCEDURES

- A. Procedures Mandatory: No person shall make any commitment for supplies, materials, or services of any kind on behalf of the City except in accordance with City Purchasing Procedures and Section 2-431 of the Code of Ordinances.
- B. Organization: The City of Fernandina Beach employs a modified centralized purchasing system, wherein the requesting department, in addition to the City Purchasing Agent, may perform purchasing functions that follow the City's purchasing policies and procedures.

The City Manager has the ultimate responsibility to ensure that the procurement of goods and services are in compliance with City policy, codes, regulations and State Statutes and that funds have been budgeted and are available.

The City Controller/Finance is charged with the responsibility of policing purchases and bidding procedures for legality relative to Federal, State, and City laws, regulations, policy and procedures and guarding against unethical or discriminatory practices in the bidding and procurement activities.

- C. Purchasing: A purchase is defined as buying, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and capital improvement projects, as defined herein, required by the City. The City of Fernandina Beach is exempt from Florida sales tax, and it is the responsibility of each Department Head or Director to ensure that the appropriate employees in their department understand the City's tax exempt status.

Purchases over \$1,000 are to be procured via Purchase Order and need approval from the City Controller and City Manager, if applicable, prior to commitment. Purchases are to be checked for appropriation within departmental budget prior to the purchase order being filled out. After proper approval, the purchase order will be returned to the department authorizing the order to be placed. Within the meaning of the definition of a purchase, the following are not purchases that would *require* a purchase order but may be payable on a Request for Payment:

- a. Public communications, i.e., telephone, newspaper ads, etc.
- b. Utilities
- c. Transportation of persons and things
- d. Educational seminars/workshops
- e. Overnight lodging
- f. Any rental or lease of property or buildings for less than twelve (12) calendar months with a non-renewable lease
- g. Professional services, services of a professional nature like those covered under Consultants Competitive Negotiation Act (CCNA)
- h. Credit Cards/Vendor Cards charges up to \$1,000
- i. Labor services such as maintenance repairs for existing City equipment or property
- j. Insurance premiums
- k. Debt payments

- D. Purchasing Approvals: Purchases over \$1,000 and less than \$4,000 are to be issued via Purchase Order and require approval from the Controller prior to commitment. Purchases under \$1,000 require approval of the requesting Department Head and may be processed via a Purchase Order or Request for Payment (RFP). Signing authorities are based on the PO grand total amount. Purchases greater than \$4,000, but less than \$20,000 require approval from both the Controller and the City Manager. Expenditures over \$20,000 require City Commission approval.

Purchasing Approval Levels are as follows:

- < \$100 Foreman/Field Supervisor
 - < \$1,000 Department Head (Director)
 - < \$4,000 Finance Controller
 - < \$20,000 City Manager
 - ≥ \$20,000 City Commission
-
- Department's must get the Information Technology Director's approval for the purchase of computer / electronic related equipment. All technology related PO's must be signed by the IT Department Head. RFP's must have prior e-mail approval attached to the RFP.
 - Fleet Maintenance is responsible for purchases, maintenance, and repair of vehicles and equipment (rolling stock). All vehicle related POs must be signed by the Fleet Maintenance Superintendent. RFP's must have prior email approval attached to the RFP.

- E. Methods of Procurement: (see each procedure explained below)

1. Petty Cash
2. Request for Payment (RFP)
3. Purchase Order (PO)
4. Competitive Bidding (Request for Bids / Proposals / Qualifications)
5. Credit Cards/Vendor Cards
6. Sole Source/Modified Sole Source
7. Emergency Purchases

- E.1 Petty Cash: Cash maintained in a department that may be used for purchases of \$50 and under that must be made quickly and without prior notice on a contingency basis, for department purchases, or for official, organized activities of the City Commission or the various boards that function as part of the City government. Each Petty Cash fund has a designated custodian responsible for disbursements and accounting. Petty cash may be used when other methods of purchase (e.g. RFP) is not practicable. Petty cash shall not be used to reimburse travel or training related expenses. A Petty Cash Record and Reconciliation Form signed by the employee preparing the form and the supervisor/Department Head detailing each purchase, including date, vendor, item(s), account number charged, and amount, along with the corresponding invoices, is to be submitted to the Finance Department along with a Request for Payment Form (RFP), payable to the fund custodian, to reimburse the Petty Cash Fund. The Finance Department performs an annual audit of each petty cash fund.

- E.2 Request for Payment: (RFP) A Department Head may submit payments for a purchase under \$1,000 using an RFP form, and avoid the requirement of processing a formal PO and obtaining quotes. The original receipt or invoice must be attached. This policy modification decreases paperwork and contributes to the efficiency of the various departments as well as Accounts Payable. If the underlying supporting documentation (ie. contracts from vendor, proposals, quotes, applications, etc.) requires a signature of authority on another form, the documentation must be sent to the City Attorney's Office for review and approval by the City Attorney. Upon review and approval, the documentation will be forwarded to the City Manager's Office for signature by the City Manager. Should the City Attorney feel a modification is required, the supporting documentation will be sent back to the requesting department to work with the vendor. Upon approval of the vendor, the supporting documentation is to then be sent back to the City Attorney for signature. Upon the City Attorney's approval as to form, the document will be forwarded to the City Manager for signature, and then to the City Clerk's Office to be Attested. See Section C for purchase of services.
- E.3 Purchase Order (PO): The official legal record of contract between the City and vendor, issued separately or in conjunction with other documents, which delineates the responsibilities of both parties in the provision of and payment for goods and services required by the City. The purchase order also is the mechanism by which budgetary and cash balances are encumbered in the City's accounting system. Purchase orders for goods are required for purchases over \$1,000. If the underlying supporting documentation (ie. contracts from vendor, proposals, quotes, applications, etc.) requires a signature of authority on another form, the documentation must be sent to the City Attorney's Office for review and approval by the City Attorney. Upon review and approval, the documentation will be forwarded to the City Manager's Office for signature by the City Manager. Should the City Attorney feel a modification is required, the supporting documentation will be sent back to the requesting department to work with the vendor. Upon approval of the vendor, the supporting documentation is to then be sent back to the City Attorney for signature. Upon the City Attorney's approval as to form, the document will be forwarded to the City Manager for signature, and then to the City Clerk's Office be Attested. See Section C for purchase of services.

The PO must be completed by the requesting department and signed by the Department Head. The requesting department must print and sign a white vendor copy (including Terms & Conditions) in addition to the green and pink copies. The Finance department receives the PO (all three copies) and supporting documentation (quotes, sole source, bid # reference, resolution # reference) from the requesting department and confirms the account code to verify funds are available and that the proper account has been used. The words "Quotes attached" or "Sole Source" or reference to a Resolution number must be recorded on the face of the purchase order. The PO is then forwarded to the Controller and City Manager for additional approval(s) as applicable. After approval(s) have been obtained, the original PO - white and green copies - are returned to the requesting department to place an order. The pink copy is retained in Finance.

Once the requesting department receives the authorized PO (green & white copies) the white copy - front and back - is then provided to the vendor.

Once the order is shipped to and received by the requesting department they compare the receipt to the packing list and PO and examine the condition of the shipment. When the invoice is received by the requesting department it is matched with the packing list and green copy of the

PO. If there is any discrepancy between the packing list amount received or with the invoice amount, the requesting department secures resolution prior to routing documentation to the Finance department. As confirmation of PO completion, these documents are then sent to the Finance department.

The Finance department matches the pink copy of the purchase order with the green copy of the purchase order and the invoice. The Accounting Clerk keys the invoice information into the accounting system and prints the checks associated with each Purchase Order or Request for Payment. The City Manager and City Clerk signatures are electronically printed on the checks. A review of all checks is performed by the City Clerk's Office prior to mailing payments to vendors. A turn around time of two weeks from the time the invoice is received in Finance to the mailing of the check can normally be anticipated.

E.4 Competitive Purchasing: A solicitation for goods or services with more than one vendor. Examples are: Quote, Invitation to Bid or Request for Proposal. See procedures for Quotes and Sealed Bids/Proposals.

E.5 Credit Card (VISA) /Vendor Cards: City credit cards are given to Department Heads and some employees, with authorization of the City Manager, to facilitate the purchasing of items on-line, for City related travel and training, and to expedite the delivery of goods. Each employee issued a VISA card is required to sign a VISA Credit Card Employee Agreement. In this agreement the employee agrees to abide by the procedures for use of the card. The City also has store cards which allow the purchaser to buy on account. Examples would be Wal-Mart, Home Depot and Kmart. Statements are received each month - one statement for each card held by the City. Invoices for individual purchase made by use of these cards are processed using a Request for Payment (RFP) by the associated department.

- The use of the VISA Card and/or Vendor Card is only for the purchase of goods and services for official business of the City of Fernandina Beach.
- The City VISA Card and/or Vendor Card should only be used when another payment method (i.e. purchase order, check, or petty cash) is not practical due to timeliness or other limitations.
- The purchasing process, authorization and spending limits remain the same. All quotes, bids, PO's, etc. need to be authorized in advance of placing an order when using a credit card.
- VISA Card and/or Vendor Card receipts for purchases must be submitted to the Finance Department within five business days of purchase, or return to work from travel, along with the appropriate RFP or purchase order. Failure to meet this deadline may result in the revocation of the VISA Card and/or Vendor Card at the discretion of the City Manager and City Controller and will be grounds for disciplinary action as follows:
 - 1st Notification – Email to Cardholder and Department Head
 - 2nd Notification - Email to Cardholder, Department Head, and Controller
 - 3rd Notification – Email to Cardholder, from the Controller with a copy to the Department Head and City Manager with instructions to place a copy in Cardholder's performance file.

- If Cardholder loses a receipt, a short written statement, signed by the employee and Department Head, explaining the item, amount and circumstances of the expense must be submitted with the RFP which includes the Department Head's signature.
- The City Manager or Department Head/Director may authorize others to use their cards by putting the authorization in writing and having it notarized. Such authorizations will have a maximum of a one year limit, and will be kept by the department giving the authorization. The cardholder will be responsible for charges even though authorization for other's use may be given.
- Employees are to surrender the VISA Card and/or Vendor Card upon resignation, retirement, termination, or upon request of an authorized representative of the City of Fernandina Beach. Use of the VISA Card and/or Vendor Card after privileges are withdrawn is prohibited.
- If the VISA Card and/or Vendor Card is lost or stolen, the employee will immediately notify the City Controller or Accounting Supervisor in the Finance Department.
- Any charges considered as personal, non-official business, are strictly prohibited, must be immediately reimbursed to the City, and may be grounds for disciplinary action.
- VISA credits for returns or refunds must be processed by completing a separate RFP. The word "CREDIT" must be annotated on the form and a minus sign shall be placed in front of the amount. As with all RFP's, an account number and the Department Head's signature are also required. The appropriate Credit Slip/Receipt shall be attached to the RFP for the Credit.

E.6 Sole Source/Emergency Procurement: A Sole Source purchase method is used when any materials, supplies or service can only be obtained from one vendor or manufacturer eliminating the possibility of securing a comparative quote or bid. Justification may include Lead Time; Insurance; Pay Terms; Substitution; Proprietary/ Unique Vendor Quality(s); etc.

A Sole Source/Emergency Procurement form must be filled out by the requesting Department Head and requires City Manager approval BEFORE order is placed via PO for goods. If for services, the form requires City Manager approval BEFORE payment to vendor, not to exceed City Manager's signing authority. If a Vendor Letter is to be used in place of the City's Sole Source form, the letter must be from the manufacturer (OEM), not a distributor, must be on OEM letterhead, dated, and include a summary detailing their exclusivity. The Vendor Letter must be signed by the City Manager, identifying authorization of the sole source vendor.

A Department Head may obtain the City Manager's approval of a sole source (evidenced by signature) to be used for repetitive sole source purchases from an identified vendor. The modified sole source designation includes an expiration date not to exceed one fiscal year. Repeat purchases may be made using a copy of the approved sole source. The annual accumulated amount of purchases made using the modified sole source form for one vendor may not exceed \$10,000.

E.7 Emergency Purchases: In the event of an actual emergency which requires a purchase after office hours, on a weekend, or holiday when it is not possible to get a purchase order issued, the Department Head involved shall take responsibility for the necessary purchase reporting it to the Finance Department without delay. A Director must complete the Sole Source/Emergency

Procurement Form and receive the City Manager's signature authorizing the proposed purchase prior to placing the order for the goods or service. In the event of an emergency purchase, the Director may receive a verbal or email approval of the emergency purchase from the City Manager and complete the emergency purchase order and the Sole Source/Emergency Procurement form for the City Manager's signature as soon as practically possible thereafter.

The term "emergency" means an unexpected turn of events that causes:

- (a) An immediate danger to the public health or safety;
- (b) An immediate danger of loss of public or private property; or
- (c) An interruption in the delivery of an essential governmental service.

E.8 Electronic Funds Transfer (ACH): The City may pay debt payments, insurance payments and other payables via an online banking system. Documentation for the electronic transfers is kept in the Journal Entry book. All electronic transfers require action from two individuals: The Accounting Supervisor to establish the transfer file or ACH and a second individual, the City Controller, to approve it.

F. Competitive Purchasing: Competitive purchasing shall operate under the supervision of the City Controller in the best interest of transparency, economy and efficiency. For non-emergency purchasing, purchase orders shall normally be issued within three (3) business days after price quotes are received by the Department Head. Multiple small purchases for the same item shall not be made for the purposes of circumventing City purchasing procedures.

Purchases over \$1,000 but less than \$20,000 require the requesting department obtain quotes. A limit is reached when the extended line item amount (Qty * Price) exceeds established limits. Each department is responsible for creating their own purchase orders and obtaining the required number of quotes. Purchases of \$20,000 or more will be done on the basis of sealed competitive bids/proposals.

- Line item purchases of \$1,000 to \$3,999.99 require two (2) quotes
- Line item purchases of \$4,000 to \$19,999 require three (3) quotes
- Line item purchases of \$20,000 or more require procurement via sealed bids/proposals

F.1 Obtaining Quotes:

- The requesting department will create a written specification and description of need on City letterhead or with City logo and fax or email to vendors;
- All vendors must quote to the same specification;
- Requesting departments must ensure equal opportunity is given to a variety of vendors when soliciting for quote. Use of the City's vendor database, internet, phone books or other sources should be used when identifying sources;
- The specification will include: City's Name, Delivery Address, Phone, Fax, Item Description, Quantity, Unit of Measure, Freight reflected as "Delivered", Date Needed, Price Expiration Date, and a copy of the City's Tax Exempt Letter and Terms and Conditions for Purchases and any other information deemed necessary;

- Vendor must agree to City Terms and Conditions, if not, any modifications must be approved by the City Attorney;
- "No Quote" from a vendor may count as a quote if proof is provided that a quote was solicited (copy of faxed confirmation with date and time faxed or copy of sent email reflecting address of vendor) and, the number of quotes solicited must exceed the minimum quote requested and be attached as supporting documentation.
- Copies of the quote responses must be attached to the purchase order along with the Quote Summary form identifying the reason the selected vendor was chosen.

In the event a signature line is provided on a vendor quote form, it is to be noted that the City Manager is the only one authorized to sign. It is preferred that the requesting department cross the line out, however if the vendor pursues a signature on the quote form, the requesting department should send the form to the City Attorney for review and upon review and approval, will forward to the City Manager for signature. The City Manager's Office will return the proposal to the originating department once the City Manager has authorized such purchase.

The requirement for written quotes may be waived if it is established by the Department Head that the item is available only from a single source, proprietary source, or after solicitation of a number of sources, competition is determined inadequate. The Sole Source documentation must be signed by the City Manager, attached to, and kept with the Purchase Order.

Sealed competitive bid process may also be used when deemed advantageous by the City Manager.

F.2 Sealed Bids/Proposals:

Purchases of equal to or more than \$20,000 (twenty thousand dollars) will be made on the basis of sealed competitive bids/proposals. In coordination with the Purchasing Agent, the requesting department will write a detailed specification of the goods or services needed. A Bid Issuance form will be completed by the requesting department providing the required information (account number, scope of services, etc.), and sent to the Finance Department, complete with all supporting documentation as required. This form packet requires the City Manager, City Controller and City Attorney review and approvals.

Once approved, the City's website becomes the central point for information. Specifications and documents will be maintained on the website so that interested parties may download the information quickly and cost-effectively as needed to reply.

- Invitation to Bid (ITB) - method of acquiring goods, services, and construction for public use is awarded to the most responsive and responsible bidder offering the best value, based solely on the response to a clearly defined criteria set forth in the ITB.
- Request for Proposal (RFP) - a solicitation for response for a commodity and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on established criteria wherein the RFP

shall state the relative importance of price and other evaluation factors. The evaluation criteria and weights are prepared in advance of receipt of response submittals.

- **Legal Advertisement:** - A legal advertisement will be placed once in the local newspaper directing vendors to the City website where they can download bid/proposal documents. Public Notice of the Invitation to Bid or Request for Proposal shall be advertised a minimum of five (5) business days prior to the date set forth therein for the opening of bids.

Public Notice for municipalities for public construction:

1. The solicitation of competitive bids or proposals for any construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Bids or proposals shall be received and opened and read aloud at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this section may be altered by the City in any manner that is reasonable under the emergency circumstances, as defined herein.
 2. If the location, date, or time of the bid opening changes, written notice of the change must be given, as soon as practicable after the change is made, to all persons who are registered to receive any addenda to the plans and specifications.
 3. A construction project may not be divided into more than one project for the purpose of evading the requirements in this section.
 4. As used in this section, the term "emergency" means an unexpected turn of events that causes:
 - (a) An immediate danger to the public health or safety;
 - (b) An immediate danger of loss of public or private property; or
 - (c) An interruption in the delivery of an essential governmental service.
- **Pre-Bid/Pre-Proposal Meetings:** Pre-bid/Pre-Proposal meetings are most advantageous to both potential bidders and to the City. Their purpose is to freely exchange information so as to have potential bidders become familiar with the specifications and terms and conditions of the product or services being requested. It is up to the requesting department to determine if a meeting is necessary. If it has been determined that a meeting is necessary then the meeting time and place must be included in the bid document and legal ad. If it is *mandatory* for bidders to attend then it must also be stated in the bid document and legal ad. Failure to attend a mandatory pre-bid/pre-proposal meeting will result in disqualification of the vendor to participate in the bid or proposal process.

The Purchasing Agent will route a sign-in sheet to document attendance. This sheet will be posted on the City's website within 24 hours of the meeting. The City Project Manager or Department Head will run the meeting and respond to any questions. Questions and answers

will be documented and posted on the City's website as an addendum to the bid/proposal. Attendees will be instructed to send any future questions in writing to the Purchasing Agent who will in turn get responses from the Project Manager or Department Head and will then post them on the website.

- Vendor Database: Vendors may be selected from the City vendor database, maintained by the Finance Department who has identified themselves with the commodity or service matching the bid/proposal being advertised. These vendors will receive a copy of the legal advertisement directing them to download the bid documents from the City's website.

New vendors are encouraged to visit the City's website at www.fbfl.us, the Bids and Purchasing web page to download the Vendor Application, Commodity Code List, W9 Form and Terms and Conditions. Once completed the vendor will fax or mail the information to the Finance Department so the vendor can be added to the City's Vendor Database.

- Online Broadcasts: Use of online government procurement information sites (like the PEG Channel or Demandstar) may also be used to broadcast bids/proposals to vendors interested in doing business with government entities. This method of advertising assists the City in following affirmative action steps by capturing the attention of small business, women-owned or minority owned businesses.
- Minorities: To assure that small businesses that are women-owned or minority-owned are utilized when possible, the following affirmative action steps may be taken:
 - Including qualified small businesses that are women-owned or minority-owned on bid lists (obtained from online government information sites and area minority organizations).
 - Assuring that small businesses that are women-owned or minority owned are solicited whenever they are potential sources.
 - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small businesses that are women-owned or minority-owned.
 - Where the requirements permit, establishing delivery schedules, which will encourage participation by small businesses that are women-owned or minority-owned.
 - Using the services and assistance of the Small Business Administration, statewide contract register, or the Office of Minority Business Enterprise of the Department of Commerce, and area minority organizations, as required.
 - Pass-through to Subcontractors: a contractor shall take the above affirmative steps listed in awarding its subcontracts.
- Terms and Conditions (General Conditions): Where competitive purchasing is utilized, an invitation to bid or request for proposal shall be issued which shall include a purchase description and all contractual terms and conditions applicable to the procurement. These terms and conditions would include but not be limited to: insurance requirements, indemnification clauses, local/state/federal compliance information, bond requirements, award

of bid, rejection of bid, preparation of bid information, Public Entity Crimes form, Drug Free and Work Place Certification. This information is provided from the City's Attorney and may be modified depending upon the type of purchase or service (i.e. Terms & Conditions for Purchases or Quotes, General Conditions for Bids, General Conditions for Construction, and General Conditions for Professional Services).

- Insurance: Prior to Award, the City of Fernandina Beach shall be furnished proof of insurance coverage as follows:

A. Certificate of Insurance

- The name of the insured, the name of the insurer, the policy number, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City of Fernandina Beach and a copy to Contractor/Vendor at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City of Fernandina Beach, naming the City as a named additional insured, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the City of Fernandina Beach, Contractor/Vendor shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Fernandina Beach or by any of its representatives which indicate less coverage than required by any agreement does not constitute a waiver of Contractor/Vendor obligations to fulfill the requirements of this Section.

B. Workers' Compensation Insurance

Contractor/Vendor shall have in full force, during the life of any agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under any agreement, and in the event any work is subcontracted, Contractor/Vendor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor/Vendor.

Contractor/Vendor may provide in writing a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the State of Florida Department of Labor and Employment Security and accepted by the City of Fernandina Beach. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under any agreement is not protected under the Workers' Compensation statute, Contractor/Vendor shall provide adequate insurance, satisfactory to the City of Fernandina Beach, for the protection of employees not otherwise protected.

C. Liability Insurance

Contractor/Vendor shall have in full force, during the life of any agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City of Fernandina Beach from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under any agreement, whether such operations are by itself or by anyone directly or indirectly employed by them. The amount of such insurance shall be set by the City Attorney for the protection of the City.

- **Evaluation Process:**

For a Bid, the evaluation of responses may be performed by the Department Head with the assistance of the Purchasing Agent. The vendor whose bid demonstrates the best value and is the most responsive and responsible will be selected.

For a Request for Proposal, the evaluation must be done by an evaluation committee. The objective of the evaluation committee is to recommend the vendor whose proposal is most responsive to the project needs within the requested criteria. The vendor must demonstrate their capability by successfully complying with all the requirements. The committee evaluates accepted proposals against the advertised evaluation criteria.

An evaluation sheet will be provided to the committee members with results being tabulated by the Purchasing Agent. The Purchasing Agent will communicate the results to the committee for final review and discussion.

During the process of evaluation and while meetings are in session, the committee and its members are subject to the Sunshine Laws. Outside of the meetings, members must maintain confidentiality and not communicate preliminary conclusions or results of what was proposed by the vendors. All business and workings of the committee are not to be discussed until the committee has completed its work and the City Manager and City Commission has approved the recommendation.

- **Opening and Award Process:** The Purchasing Agent and Department Head from the requesting department will attend the bid or proposal opening. If the opening is for a construction project, the City Project Manager shall also attend. Responses must be received on or before the time advertised and will be date/time stamped by the City Clerk's Office. Any late responses will be returned to the bidder. Responses are opened and documented on a bid/proposal opening sheet. This opening sheet generally referred to as a "Bid Tally", will get posted on the City website within 24 hours of the opening.

The Department Head and/or Project Manager will receive a "copy" of the responses and the "original" will be kept in the Finance Department. An additional copy of the responses will be sent to the City Clerk's Office to be scanned into the City's electronic files. The Department Head and/or Project Manager will review the submittals, and if references are required, they will check them to make sure they meet the project requirements. If an evaluation by a committee is required, that process will take place at this time. Once the review is complete,

the Department Head and/or Project Manager will make a recommendation to the City Manager.

If the project cost is over the threshold for the City Manager's authority an agenda item will be prepared for submittal to the City Commission for approval. The City Commission will approve the award via Resolution, authorizing execution of any documents, upon review and approval of the City Attorney. At this time, the Department Head and/or Project Manager will work with the bidder, the City Manager and City Attorney to complete an agreement or contract for execution.

If the project cost is below the threshold for the City Manager's authority, the City Manager can approve the award and authorize the contract/agreement to be developed for execution.

The Department Head and/or Project Manager will notify the Purchasing Agent as to which vendor is being recommended for the award of bid/proposal and what date the item will go before the City Commission for approval, if required. This allows the Purchasing Agent to communicate to the bidders who were not awarded the bid/proposal and return any bid bonds that may have been included with the submittal.

- Solicitation of offers, whether by competitive sealed bids or competitive negotiation shall:
 - Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of the procurement. The specific features of the named brand which must be met by bidders shall be clearly stated.
 - Clearly set forth all requirements which must be fulfilled and all other factors to be used in evaluating bids or proposals.
 - Sealed bids shall be publicly opened and read aloud at the time and place stated in the invitation to bid or request for proposal.
 - Award will normally be made on the basis of the best value from the most responsive and responsible vendor; however, the Commission reserves the right to accept or reject any bid when there are sound documented business reasons in the best interest of the City or program. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Also, where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is the most responsive and responsible.

- All bids for annual purchases shall be reviewed annually and may be extended in yearly increments if mutually agreed upon by the City and vendor.

G. Request for Qualifications (RFQ):

Solicitation for Request of Qualifications pursuant to Florida Statutes, section 287.055, known as the Consultants Competitive Negotiation Act (CCNA) is for qualifications only and is evaluated based on prior established criteria for acquisitions of architectural, engineering, landscape architectural or registered land surveying and mapping services. The CCNA applies to all contracts for the study and planning of such services estimated to be \$25,000 or more and to construction projects the basic cost of which is estimated to be \$500,000 or more. Those projects in need of architectural, engineering, landscape architectural or registered land surveying and mapping services that have an estimated cost of \$20,000 to \$24,999 may be solicited using the Request for Proposal process. Those projects in need of architectural, engineering, landscape architectural or registered land surveying and mapping services that have an estimated cost less than \$20,000 may be solicited using quotes. The City's Vendor Database can be used as a source for relevant firms.

The use of a Request for Qualification (RFQ) occurs when the final selection is based on the firm's qualifications/experience and ability to best achieve the most desired outcome. The process to solicit an RFQ follows the same policies as an Invitation to Bid or Request for Proposal; however, price or cost of the firm's services is not included in the request or response. An award is based on criteria published in the RFQ and firms are ranked based upon their responses. Negotiations are made with the top ranked firm. If an agreement cannot be reached with this firm then the City may cease negotiations with said the firm and go to the second ranked firm, and so on until an agreement can be reached.

H. Vendor Insurance Requirements:

For all vendors (other than Bid/RFQ/RFP vendors whose insurance requirements outlined above in F.2.A through F.2.C) insurance requirements are as follows:

If required by the City, Contractor/Vendor shall procure and maintain worker's compensation insurance and commercial general liability insurance satisfactory to the City, with liability limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the City naming the City as an additional insured. It is understood and agreed that the coverage afforded by Contractor/Vendor commercial general liability insurance also applies to City as an additional insured. Such policy shall provide that cancellation or changes to such insurance shall not occur without at least thirty (30) days prior written notice to the City. This requirement for proof of insurance may be modified only through approval of the applicable Department Head and the City Attorney.

I. Local Vendors:

In order to stimulate business and economic activity within the Fernandina Beach area and for convenience, purchases shall be made from local merchants whenever their quotations represent the best value than any others received, provided all qualifications and requirements

are met. Consideration of procurement costs (travel expense, personnel time, shipping charges, etc.) may be taken into account in determining the best value and quality.

J. Government Contracts/Cooperative Purchasing:

The City Manager shall have the authority to join with other units of government in cooperative purchasing activities whenever such activities are in the best interest of the City, and if reasonable due diligence shows that a competitive price can be obtained from using such contracts.

- Government Contracts - When available, the use of government contracts (i.e. GSA/Florida State) is encouraged, unless a better value can be obtained elsewhere. Purchases of this type shall be exempt from the bid process. However, if the contract is in excess of the threshold of the City Manager's authority, the item will have to be approved by the City Commission at a public meeting. Purchase Orders must reflect the appropriate contract number and have the relative specific information relating to the contract attached. Additionally, in cases requiring Commission approval, the Resolution number is to be reflected on the purchase order.
- "Piggybacking" from other Government contracts – This type of purchase is allowed only when proof of competitive process has been obtained by another entity. Such proof will allow this type of purchase to be exempt from the bid process. Documentation reflecting proof of the competitive process such as the awarding entity's bid description including bid number, award of contract and bid tally must be attached to the purchase order. Written agreement from the Vendor authorizing the same terms, conditions and pricing as was offered and agreed to with the awarding entity must accompany the purchase order and related documents. Purchases of this type shall be exempt from the bid process. However, if the contract is in excess of the threshold of the City Manager's authority, the item will have to be approved by City Commission at a public meeting, in which case, the purchase order will also reflect the Resolution number showing Commission approval.

K. Bonds – Performance Bonds / Payment Bonds / Bid Bonds:

- If Bid is less than \$50,000 no Bid Bond or Payment and Performance Bond required;
- If Bid is greater than \$50,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required;
- If Bid is \$50,000 - \$100,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required;
- If Bid is greater than \$100,000, and is for services, both Bid Bond and Payment and Performance Bond are required.

Bid Bond: If the Base Bid or the Base Bid plus the sum of any alternates falls into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been fully executed and a Performance and Payment Bond is received. Bid Bonds will be held by the Finance Department until they are returned. Certified

Checks will be placed in the City Clerk's Office vault or deposited. In the event a check is deposited, the Purchasing Agent will submit a Request for Payment to release the funds to the vendor.

Performance and Payment Bonds: In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, the Bidder will forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

Exceptions to the bidder providing Performance and Payment Bonds are as follows:

In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

Payment and Performance Bonds, Certified Checks, Money Orders, Cashier's Checks and letters of credit will be placed in the City Clerk's Office vault or deposited. In the event a check is deposited, the Project Manager or Department Head in charge of the project must submit a Request for Payment to release the funds to the vendor once the project is completed. It is also the responsibility of the Project Manager or Department Head to obtain the Payment and Performance Bond from the City Clerk's Office and return it to the vendor once all project requirements have been met.

- L. Blanket Purchase Orders: Blanket Purchase Order's may be written for recurring purchases from the same vendor (ie. auto parts store), in an amount not to exceed \$999.99. Blanket Purchase Orders are usually written for a single month but may be valid for up to one (1) year, but in no case shall they extend beyond the end of the current fiscal year. Invoices for the particular blanket purchase order are to be kept together and paid at the same time – ideally at the end of the month, should the purchase order remain open.
- In cases where the purchase order does not close out at the end of a given month (ie. Annual bids), the sum of invoices being paid should be annotated on the green copy of the purchase order held by the department. An RFP is written to the vendor, reflecting the blanket purchase order number, and the RFP date and total (total could be multiple invoices) is then submitted to the Finance Department with the invoices and a copy of the green copy of the purchase order reflecting the various invoices being submitted for payment.
 - In cases where the blanket purchase order has reached the 'not to exceed limit', the green copy of the purchase order and the invoices will be forwarded to the Finance Department for payment. On the face of the green copy of the purchase order, each RFP should be noted with the date and amount reflecting a tally of expenses against the total purchase order and the amount remaining, if any.

M. Receipt of Goods: All goods received by the City shall be acknowledged by a signature on the receiving slip or invoice noting that all goods listed have been received and are in good order and annotated as to date received.

N. Partial Pay:

Partial Payments are processed through Accounts Payable using an RFP. A copy of the green PO noting the amount and date applied against the outstanding encumbrance must accompany the RFP. Partial pay RFP's should include the words "PARTIAL PAY" and reference the PO number (include project number if appropriate). The final partial payment is processed with the original green PO copy.

O. Capitalization, Depreciation, Transfer and Disposition of City Assets as defined by Policy:

The City has an established Policy for capitalizing city assets, depreciation, and transfer and disposition of items greater than \$750.

- **Capital Asset Defined:** A capital asset is a piece of property that meets all of the following requirements:

1. The asset is tangible and complete
2. The asset is used in the operation of the City's activities
3. The asset has a useful life greater than one year
4. The asset value meets or exceeds established thresholds

- **Asset Classes and Capitalization Thresholds - Based on Unit Cost**

Land	All
Buildings	\$5,000 General Fund; \$2,500 Enterprise Funds
Building Improvements	\$5,000 General Fund; \$2,500 Enterprise Funds
Machinery & Equipment	\$5,000 General Fund; \$2,500 Enterprise Funds
Infrastructure	\$5,000

- **Depreciation Policy for Fixed Assets -** The City employs the "straight line" method of depreciation over the estimated useful life of the asset. Partial year depreciation will be based on the number of months the asset was placed in service of the fiscal year.

Estimated Useful Lives:

Buildings	30 - 50 years
Building Improvements	Remaining useful life up to 50 years
Infrastructure	15 - 40 years
Vehicles	5 years
Computer Equipment	3 years
Software	3 years

- **Disposition or Transfer of Fixed Assets -** When assets are sold or disposed of, the Fixed Asset Listing will be relieved of the cost of the asset and the associated accumulated depreciation and the gain or loss on the sale or disposal of the asset will be recognized. Assets will be removed on an annual basis. The City frequently transfers assets among the

various Departments/Funds. The transfer of the cost of the asset and associated accumulated depreciation at the time of the transfer will be recorded on an annual basis. Both dispositions and transfers require the completion of the City's *Dispositioned Property Record* form and must include Department Head and City Manager approvals.

- Inventory of items under the capitalization thresholds will be maintained by the Finance Department via an inventory tracking system with tag numbers for all capital items as well as items with a minimum value of \$750 and a life longer than one year. When any item in purchase exceeds \$750, a tag will be sent to the Department to place on the item purchased. The Department Director will have to sign the Asset – Non Capitalized Form as proof that the item has been tagged as City owned property and return the Form to the Finance Department.

P. Sale of Surplus or Unserviceable Property: When any property owned by the City has become worn out, obsolete, or of no longer use to the City, or in such a condition of disrepair as to make it useless, the disposition of such property will be arranged by the City Manager, or his designee.

Sale of surplus property must be made by competitive bid or other means consistent with public laws and good practices. The disposition of items with an asset tag must be documented by means of the Fixed Asset Disposition Form. The disposal of property with little or no value (such as junk, trash, scrap, by-products, etc.) is approved and arranged by the Department Head(s) and documented via picture and/or witness. Such junk items should be recycled where applicable. The determination of whether property is junk or surplus, with the exception of titled vehicles and equipment, should be made by the City Manager, or his designee, and should include an equation that includes employee time, transportation costs, and estimated auction value. Titled vehicles must be declared surplus by the City Commission.

In addition, the following criteria must be considered when determining the disposition of City property:

- Junk items are those items that have little or no value and should be recycled for thrown-away.
- Surplus items are those items that have a reasonable value and must be sold by competitive bid, public auction or other means consistent with public laws and good practices.
- I.T. Department is responsible for all I.T. related equipment.
- Fleet Maintenance Division is responsible for Vehicles and related equipment.

Q. Original Invoices: Emailed invoices may be considered "original" providing they are accompanied with a printed copy of the email from the vendor (payee) containing an electronic signature from someone shown to be a representative of the organization. A sender's email address incorporating the name of the organization is sufficient. This electronic transmittal constitutes being executed by someone of authority.

If an original invoice has been lost or cannot be located, paying using a copy is permitted when:

- The invoice is 30 or more days old
- A note/explanation from the department head or Controller acknowledging that the invoice is being paid using a copy.
- Accounts Payable searches for payment and finding none, annotates this on the face of the invoice copy.

Following these guidelines will help the City comply with the Florida's prompt payment requirements.

- R. Account Numbers: All purchase orders and requests for payment must reflect the budget appropriation number for each encumbrance as approved in the annual budget. All individual items over \$750 must be inventoried and included on the inventory and/or fixed asset list. These expenditures are appropriated for in the capital accounts (600's). Only items over \$750 will be allocated to the 600's accounts.
- S. Description of Purchase: A statement in descriptive form is to be stated on the purchase order or request for payment stating the purpose for which the material or service is to be used, i.e.: "repairs to traffic lights at 5th and Dade St., repairs to lift station #5." In case of requisitioning material or service for a specific piece of equipment, the identity of the equipment should be used.
- T. Project numbers: Project numbers may be issued by the Finance Department for tracking expenditures for which detailed cost control is required and/or desired, generally long-term or construction projects. Departments will be notified of project number assigned. When appropriate, the purchase order shall contain the project number.
- U. Contracts: **All contracts and/or agreements must be approved as to form by the City Attorney.** Contracts in an amount of \$20,000 or more, shall be submitted to the City Commission for approval, via a Resolution indicating approval and authorizing the City Manager's signature of the document.
- V. Travel: Authorization for travel must be approved by the appropriate Department Head and by the City Manager prior to travel arrangements being made. "Traveler" shall mean a public officer, employee, or person authorized by the City Manager as designee for the City who is called upon to perform official duties for the City of Fernandina Beach.

There shall be a uniform Travel Expense Statement which shall be used by all travelers for reimbursement of traveling expenses, and shall be completed by each individual to reconcile travel expenses after travel is complete. No travel expense reimbursements shall be made unless the request is on the appropriate form, and contains all signatures and supporting documentation as outlined in the Travel Expense Statement.

All requests for advance travel expenses shall be submitted to the City Manager at least two (2) weeks in advance. This request shall be made by an RFP with all related documentation justifying the advancement of funds.

Pursuant to Section 5 of the Vehicle Use Policy, mileage reimbursement may be provided to employees who drive their personal vehicle for training/travel outside of Nassau County only when a loaner or department assigned vehicle is not available for use. The rate for mileage reimbursement is determined by the IRS, and is amended from time to time.

Once the Travel Expense Statement is complete, and contains the appropriate signatures and supporting documentation, it is then to be routed to the City Manager's Office for the City Manager's signature, along with an RFP payable to the traveler – if any reimbursement is due. If the traveler is required to reimburse the City of any expenses, a check or money order payable to the City shall accompany the Travel Expense Report. Upon approval by the City Manager, it will be forwarded to the Finance Department to process for payment, if traveler is due a reimbursement.

Any fraudulent claim of mileage or other travel expense shall be subject to prosecution and/or disciplinary action.

- W. Review by City Clerk: Prior to mailing payments to vendors, for any services or goods purchased by the City, the City Clerk's Office performs an audit, in accordance with the above policies and procedures to ensure compliance and will notify the City Commission, City Manager, and City Controller quarterly of non-compliance.

4.0 Basic Forms – the following basic forms are attached for reference.

- Petty Cash Reconciliation Form
- Request for Payment Form
- Purchase Order Form
- Terms and Conditions for Purchases
- VISA Credit Card Employee Agreement
- Sole Source / Emergency Purchase Form
- Request for Quote Form
- Bid/Proposal/Qualification Issuance Form
- Legal Advertise Sample
- Invitation to Bid Sample Letter
- Pre-Bid Meeting Sign in Sheet
- Bid Tally Form
- Extension of Bid Based on Mutual Agreement
- Fixed Asset / Property Record Form (pink)
- Asset – Non Capitalized Form (gold)
- Dispositioned Property Record Form
- Travel Expense Statement

PETTY CASH RECORD AND RECONCILIATION

DEPARTMENT _____ SECTION _____

PETTY CASH CHECK _____ SUPERVISOR _____

LAST AUDIT DATE _____ AUDITED BY _____

[illegible]

AUDIT/REVIEW: DATE _____ BY _____		SUMMARY	
P.C. REIMBURSEMENT	DATE _____ AMOUNT _____	CASH ON HAND	
BY _____ CK. NO. _____		PETTY CASH SLIPS	
		TOTAL	
AUDITED/RECONCILED BY _____		☐ OVER _____	☐ SHORT _____
SUPERVISOR APPROVAL _____		DISPOSITION: _____	DISPOSITION: _____

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CITY OF FERNANDINA BEACH

Request for Payment

Is Property Record Needed:

YES: _____ NO: _____

DEPARTMENT:

DATE:

MAKE CHECK PAYABLE TO:

FOR:

Invoice No.

Charge \$

ACCOUNT:

AMOUNT:

FUNDS AVAILABLE: _____

**SIGNED: _____
Department Director**

FUNDS UNAVAILABLE: _____

**SIGNED: _____
Controller**

**SIGNED: _____
City Manager**

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CITY OF FERNANDINA BEACH

PURCHASE ORDER
CITY OF FERNANDINA BEACH
FERNANDINA BEACH, FL 32034

FLORIDA STATE SALES TAX EXEMPTION: No 85-8012740105C-3

HP	To: HEWLETT- PACKARD COMPANY PUBLIC SECTOR P.O. BOX 101149 ATLANTA GA 30392-1149	Date: 11/20/2009	Number: 221438
		Ship Via: BEST WAY	Delivery Date:
		Terms:	Buyer: CAROL CIBEL
Ship To: CITY OF FERNANDINA BEACH FIRE/RESCUE DEPARTMENT 225 SOUTH 14TH STREET FERNANDINA BEACH, FL 32034		Bill To: CITY OF FERNANDINA BEACH FIRE/ RESCUE DEPARTMENT 225 SOUTH 14TH STREET FERNANDINA BEACH, FL 32034	

Quantity	Description	Unit Price	Amount
3	#463549R-999-C4WH HP DC7900	449.00	1,347.00
3	#GS917AAR#ABA HP 17" MONITOR	44.50	133.50
3	3-YEAR EXTENDED WARRANTY	60.00	180.00
	GS-250-040-08-1		
		Total	1,660.50
Cost Distribution 001-2200-522.5200 1,660.50			

THE PURCHASE ORDER NUMBER MUST SHOW ON ALL PACKAGES - SHIPPING PAPERS - AND ON ALL INVOICES.
 REFER TO THIS NUMBER ON ALL CORRESPONDENCE.EACH PURCHASE ORDER MUST BE COVERED BY SEPARATE INVOICE
 FERNANDINA BEACH TERMS & CONDITIONS APPLY

IMPORTANT-SHOW FREIGHT CHARGES SEPARATELY ON YOUR INVOICE.
 SUPPORT FOR ALL FREIGHT CHARGES SHOULD BE SHOWN SEPERATELY

PROJECT NO: _____ FINANCE DIRECTOR'S INITIALS _____

DEPT. HEAD SIGNATURE _____

CITY MANAGER APPROVAL: _____

FUNDS ARE: AVAILABLE & ENCUMBERED: _____ UNAVAILABLE IN ACCOUNT _____

PROPERTY RECORD NEEDED YES _____ NO _____

PLEASE SEND COMPLETE FORMS TO FINANCE DEPARTMENT. YOUR COPIES WILL BE RETURNED TO YOU.

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**CITY OF FERNANDINA BEACH
TERMS AND CONDITIONS FOR PURCHASES**

1. **ENTIRE AGREEMENT** - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties, unless otherwise stated on the face of the order. No modification or waiver of terms of the agreement shall be binding unless in writing, signed by the City Manager and confirmed by a representative of the Contractor/Vendor/Seller. This agreement shall be interpreted in accordance with the laws of the State of Florida.
2. **DELIVERIES** - In the event of failure to deliver material of the quality or within the time specified, City may cancel the order and buy elsewhere. Failure of City to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.
3. **INSPECTIONS** - Materials shall be received subject to City's right to inspect and test all materials at destination before acceptance. Contractor/Vendor/Seller shall pay transportation costs and the cost of inspecting and testing of materials which are rejected by City.
4. **ACCEPTANCE** - Payment for the goods or services covered by this order shall not constitute acceptance thereof. Shipment of any part of this order or start of work, if providing services, without written acceptance constitutes Contractor/Vendor/Seller's acceptance of this order and its condition.
5. **CONTINGENCIES** - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected, upon prompt written notice to the other party, shall be excused from making or taking deliveries or goods and/or services hereunder to the extent of such prevention or restriction. At City's option, deliveries so omitted shall be made on notice thereof to the Contractor/Vendor/Seller, upon cessation of such contingency, even though such might have been operative at the date of this order.
6. **GOVERNMENT REGULATIONS** - Contractor/Vendor/Seller warrants that all applicable laws and regulations of government authority, covering the production, sale and delivery of the materials and performance of services specified herein, have been complied with and shall indemnify and save City harmless from and against any liability or loss resulting from Contractor/Vendor/Seller's failure to do so.
7. **TAXES** - The City is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges, do not pay tax as the county or city will not reimburse you for the taxes paid. The City also is exempt from State Sales Tax.
8. **WARRANTIES** - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor/Vendor/Seller expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by City and shall be of best quality and fit and sufficient for the purpose for which purchased. If specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. City's failure to give notice to Contractor/Vendor/Seller of any breach or warranty shall not discharge Contractor/Vendor/Seller of any breach of warranty and shall not discharge Contractor/Vendor/Seller's liability therefor. Without limiting the generality of any of the foregoing, Contractor/Vendor/Seller agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by City.
9. **PATENTS** - Contractor/Vendor/Seller shall protect and indemnify City against all claims, judgments and expenses arising from infringement or alleged infringement of any third party's patent, copyright or other intellectual property rights by any of the goods delivered hereunder. Contractor/Vendor/Seller shall defend or settle at its own expense any proceeding brought against City for such infringements provided Contractor/Vendor/Seller is notified promptly of the commencement of such proceedings and is given authority, information and assistance by the City for the defense or settlement thereof.
10. **INSTALLATION** - If this order required the services of experts or employees on City's premises, such experts or employees shall not thereby be deemed to be the agents or employees of City. Such parties shall be subject to City's safety rules and fire regulations. Contractor/Vendor/Seller assumes full responsibility for their acts and omissions and agrees to save Buyer harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Contractor/Vendor/Seller will undertake to keep the materials and premises involved free from any lien whatsoever for materials and labor incident to the performance of personality for a lump sum amount. Contractor/Vendor/Seller agrees to furnish an analysis thereof as Buyer may reasonably require for accounting purposes. Contractor/Vendor/Seller agrees to furnish an analysis thereof as City may reasonably require for accounting purposes. Contractor/Vendor/Seller shall be solely responsible for materials furnished by Buyer on other than a charge basis in connection with this order.
11. **NON-DISCLOSURE** - Without prior written consent of the City in each instance, Contractor/Vendor/Seller shall not reveal to a third party the details, characteristics or any information on materials made to the special order of City or use reproductions thereof in any promotional media or reveal that City is purchasing the materials ordered hereunder.
12. **ASSIGNMENT** - Contractor/Vendor/Seller shall not assign this order or any part thereof without written consent of the City. Such consent will not relieve Contractor/Vendor/Seller from its obligations and liabilities hereunder.
13. **CHANGES** - City reserves right to change specifications and delivery dates. Any resultant contract differences shall be equitably adjusted in writing.
- OCCUPATION SAFETY AND HEALTH ACT** - Contractor/Vendor/Seller certifies that all material, equipment, etc. supplied under terms of the Purchase Order meets all O.S.H.A. requirements. Contractor/Vendor/Seller further certifies that, if the material, equipment, etc. delivered is subsequently found to be deficient in accordance with any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the O.S.H.A. requirements shall be borne by the Contractor/Vendor/Seller.
15. **INDEMNIFICATION** - The parties recognize that Contractor/Vendor/Seller is an independent contractor. Contractor/Vendor/Seller agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, subcontractors, agents, and representatives. Contractor/Vendor/Seller's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor/Vendor/Seller against the City and Contractor/Vendor/Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained by Contractor/Vendor/Seller. In addition, Contractor/Vendor/Seller agrees to assume liability for and indemnify, hold harmless and defend the City, its mayor, commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of Contractor/Vendor/Seller's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with Contractor/Vendor/Seller's licensing of any software, hardware, uploads or downloads delivered to the City pursuant to this Purchase Order and/or arising out of the negligent or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, volunteers, representatives or agents. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
16. **INSURANCE - INSURANCE** - If required by the City, Contractor/Vendor shall procure and maintain worker's compensation insurance and commercial general liability insurance satisfactory to the City, with liability limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the City naming the City as an additional insured. It is understood and agreed that the coverage afforded by Contractor/Vendor commercial general liability insurance also applies to City as an additional insured. Such policy shall provide that cancellation or changes to such insurance shall not occur without at least thirty (30) days prior written notice to the City. This requirement for proof of insurance may be modified only through approval of the applicable Department Director and the City Attorney.
17. **PURCHASE ORDER NUMBER** - Purchase Order Number must appear on all packages, packing slips, invoices and all correspondence relating to the Order. City will not be responsible for goods delivered without Purchase Order Number.
18. **INVOICING** - Invoice(s) must be submitted in duplicate to billing address indicated on face of Purchase Order. Invoice must state Purchase Order Number, unit price(s), extension(s), total, and SHIP TO ADDRESS.
19. **PRICES** - Prices are F.O.B. destination unless otherwise specified and agreed to by the City.
20. **PAYMENT** - Payment due hereunder shall be made by the CITY to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act.
21. **DISCOUNTS** - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for City to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.
22. **ACCEPTANCE - ENTIRE AGREEMENT** - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. City and the Contractor/Vendor/Seller shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor/Vendor/Seller's quotation, acknowledgment in force, or any other communication from Contractor/Vendor/Seller to City unless such provision is expressly agreed to and confirmed in writing.
23. **VARIATION IN QUANTITY** - City assumes no liability for material produced, processed or shipped in excess of the amount specified herein.
24. **SEVERABILITY** - If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be void separate, distinct, and independent provision, and such holding shall not effect the validity of the remaining portion thereof.
25. **CAPTIONS** - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be a part of the agreement created.
26. **MATERIAL SAFETY DATA** - In accordance with Florida Statutes, Chapter 442, it is the Contractor/Vendor/Seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.
27. **PERMITS** - Contractor/Vendor/Seller is responsible for obtaining any permits necessary to complete the work covered by this order, at its own expense, prior to starting any work under this order.



City of Fernandina Beach

VISA Credit Card Employee Agreement

I have read, understand and agree to abide by the procedures for the use of employee credit cards. I acknowledge that the use of this card is for the purchase of goods and services for official business of the City of Fernandina Beach. Any charges considered as personal, non-official business, will be immediately reimbursable to the City and will be grounds for disciplinary action.

I agree to surrender the credit card upon resignation, retirement, termination, or upon request of an authorized representative of the City of Fernandina Beach. I understand that use of the credit card after privileges are withdrawn is prohibited.

If the card is lost or stolen, I will immediately notify the Controller or Accounting Supervisor in the Finance Department. Telephone Number (904) 277-7311 ex 225.

Credit Card receipts for purchases must be submitted to the Finance Department within five business days of purchase, or return to work from travel, along with the appropriate RFP or purchase order. Failure to meet this deadline may result in the revocation of the VISA Card at the discretion of the City Manager and Controller.

You may authorize others to use your card by putting the authorization in writing and having it notarized. Such authorizations will have a one year limit and is to be kept by the authorizing Department. See sample authorization letter attached (from Finance).

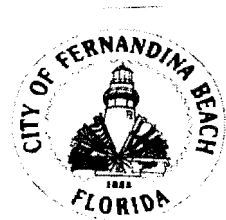
Card Number: _____

Authorized
Credit Limit: _____

Name: _____

Signature: _____

Date: _____



City of Fernandina Beach

VISA Credit Card Use Authorization

Date: _____ Expires one year from date

I, _____ (name), _____ (position) of the
City of Fernandina Beach, hereby authorize the employee named below the use of my
City of Fernandina Beach credit card (number referenced below).

Card Number: _____

Employee: _____
Name PRINTED Signature

Cardholder: _____
Name PRINTED Signature

NOT VALID UNLESS NOTARIZED

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__, by _____ who is personally known to me or who
has produced _____ as identification.

_____, Notary Public
Signature of Notary Public

Name of Notary typed, printed or stamped

City of Fernandina Beach
Sole Source / Emergency Procurement

Department: _____
Director: _____
Date: _____

Effective Date: _____

Estimated Cost: _____

Account Coding: _____
Account No.: _____
Account Title: _____

Proposed Vendor	
Name:	_____
Address:	_____
Phone No.:	_____
email:	_____

City Manager Approval Date
as per Code Sections 2-432 & 2-433

Is the Item Budgeted? **Y** **N**

Briefly describe the purchase or service:

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

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

Has department ever purchased these same goods or services from this vendor?
If yes, what purchasing procedures were followed?

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

JUSTIFICATION

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

4/10



204 ASH STREET
FERNANDINA BEACH, FL 32097

(904) 277-7311

DATE	DATE REQUIRED	F.O.B.	Sales Tax Exempt Certificate #	TERMS
		Delivered/Destination	85-8012740105C-3	State of Florida Prompt Payment Act

DELIVER TO:[illegible]

Do you have a minimum order quantity?

VENDOR NAME:**VENDOR ADDRESS:****VENDOR PHONE:****VENDOR FAX:****VENDOR EMAIL:****CONTACT NAME:**

FAX RESPONSES BY _____, 2010
CITY OF FERNANDINA BEACH

COFB CONTACT NAME: _____
COFB CONTACT PHONE: _____
COFB CONTACT EMAIL: _____

Quote pricing good for a minimum of 30 days. No backorders allowed.
By agreeing to do business with the City you also agree to the Terms and Conditions found on the City website, www.bfbf.us, Bids and Purchasing web link. Please download a copy for your records.

4/10

**CITY OF FERNANDINA BEACH
BID/ PROPOSAL/QUALIFICATION ISSUANCE REQUEST**

Please complete the following request form and forward it with a complete copy of your specifications to the Controller's office for processing. Missing information may delay the processing of your request. Thank You.

Department: _____ Date: _____
Type (check one) Bid__ RFP__ RFQ__ Vendor Category # (required): _____
Number (assigned by Controller's office): _____
Title: _____

Scope of work attached? Y__ N__
Account Number to charge advertisement to: _____
Person(s) Attending Bid Opening: _____

Public Entity Crime Statement included in the attached specifications (Required)?
Is this a construction project? Yes__ No__ (If yes, refer to Florida Statute 255.0525)
If yes, approximate or budget amount: \$_____
Performance Bond: Required and included in specs? Y__ N__
Warranty: Required and included in specs? Y__ N__
Permitting: Required and included in specs? Y__ N__

Is this a request for consulting services? Yes__ No__ (If yes, refer to Florida Statute 287.055)
If yes, this must be a Request for Qualifications (RFQ)

ADDITIONAL VENDORS? YES__ NO__ (If yes, please attach list)

Department Director Signature _____ **Date** _____

Received by Controller's Office for Processing _____ Date _____

DATES:

Publication Date: _____ Pre-Bid Meeting Date: _____
Posted City Website Date: _____ Posted Onvia Demandstar Date: _____
Opening Date: _____ City Commission Agenda Date: _____

Controller Approval Signature _____ Date _____

City Attorney Approval Signature _____ Date _____

City Manager Approval Signature _____ Date _____

4/10

City of Fernandina Beach
ITB #

LEGAL ADVERTISEMENT



INVITATION TO BID

The City of Fernandina Beach will receive sealed competitive Bids for requirements of the following until no later than 3:00 p.m., August 5th, 2009.

BID # 09-11 SUN SHELTERS AND UTILITY ENCLOSURE

All plan holders are required to attend a mandatory pre-bid meeting to be held at the City Hall Chambers, 204 Ash Street, Fernandina Beach, Florida at 10:00 am, July 30th, 2009. **Failure to attend the pre-bid meeting will result in bid rejection.**

Bid Documents and Specifications are available to download from the City of Fernandina Beach website, www.fbfl.us, Bids and Purchasing web page. Questions regarding bid can be directed to Deni Murray, Purchasing Agent at dmurray@fbfl.org or (904) 277-7311 x2035.

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

S-A-M-P-L-E
CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #

The City of Fernandina Beach, Florida is accepting competitive sealed bids for _____.

The City will receive sealed bids at the location stated below not later than 2:00 pm, _____,
_____, 20____.

All plan holders are required to attend a mandatory pre-bid meeting to be held at the
_____ at 0:00 a.m._____, 20____. Failure to attend the pre-bid meeting will
result in bid rejection.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or telegraphic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2009-2010 budget.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS OF INVITATION TO BID FOR OTHER IMPORTANT INFORMATION REGARDING THE ITB AND BID PROCESS AND EXHIBITS.

The original bid submittal (**3 copies**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB # 10-__** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB#**_____
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified Bid Form (**1 original, 3 copies**), hereto attached as "Exhibit A". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a "Public Entity Crimes Statement" herein provided as "Exhibit B", a "Drug Free Workplace Certification", herein provided as "Exhibit C".

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pg 1 of 3

SCOPE OF SERVICES

To be filled out by the Project Manager or Department Director.

TIMELINE

When will the project commence? When does it have to be done by?

QUALIFICATIONS

Bidders must submit with the Bid Proposal evidence of capabilities to complete the _____ . This will include a list of similar projects (scope and size) successfully completed in the past, a reference list, an equipment list, a list of subcontractors, and other information requested by the City of Fernandina Beach. Failure to submit qualification information with the Bid Proposal may result in rejection of a Bid. Successful Bidder is required to have a Business License in the city where their home office is located and a Florida Contractors' License in the State of Florida, according to Ch. 489 Florida Statutes. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK

The Bidder is required before submitting his bid to visit the site of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. He is also required to examine carefully the plans and specifications and contract documents, and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Ignorance on the part of the Bidder will in no way relieve him of the obligations and responsibilities assumed under the Contract.

AWARD

Bids shall be priced as a lump sum amount. Itemized pricing may also be requested based on project requirements. Award recommendation shall be made based on price, ability to meet the time line, and qualifications.

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

BID PACKAGE

Bid Documents, Drawings and Specifications can be downloaded online at www.fbfl.us, Bids and Purchasing web page. Any questions regarding the bid package can be directed to Deni Murray, Purchasing Agent at dmurray@fbfl.org or (904) 277-7311.

The City of Fernandina Beach is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of the documents received.

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CONTACT

Bidder questions during the bid period shall be submitted in writing to the Project Manager of Department Director at _____. Phone inquiries can be directed to (904) _____.

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

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.tbfl.us, Bids and Purchasing web page. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is 5 days before bid opening.

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the bid.

Addendum #	By (Name)	Date	Addendum #	By (Name)	Date

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bond requirements are outlined in the General Conditions of this Invitation to Bid.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort and expects firms that do business with the City to have a vigorous affirmative action program.

PREBID MEETING
SIGN IN SHEET

PLEASE PRINT LEGIBLY

BID #10-

DATE:

TIME:

BID NAME:

LOCATION:

COMPANY

REPRESENTATIVE

PHONE#

FAX#

EMAIL ADDRESS

4/10

Extension of Bid Based on Mutual Agreement

Whereas, this bid for _____ (vendor item) was entered into between the City of Fernandina Beach and _____ (vendor name) for the period of _____ (date of original agreement); and

Whereas, this bid award was approved by the City Commission of the City of Fernandina Beach on _____ (date of approval); and

Whereas, the City continues to have a need for the product provided under this contract; and

Whereas, the bid specifications provided for _____ (insert language from bid regarding extension), based on the mutual agreement of the parties; and

Whereas, the parties to this bid award desire to extend the existing agreement on the same terms and conditions as previously provided for one (1) additional year.

Now, therefore, the parties agree as follows:

1. That this agreement for _____ (vendor item) with _____ (vendor name) is hereby extended for one (1) additional year.

2. That all terms and condition of the bid documents remain in full force and effect.

3. That the new expiration date for this contract is _____ (enter new expiration date).

4. That the original bid documents are attached hereto as Exhibit 1.

4/10

CITY OF FERNANDINA BEACH

VENDOR

By: _____
Its: City Manager

By: _____
Its: _____

ATTEST:

VENDOR WITNESS:

MARY L. MERCER
CITY CLERK

APPROVED AS TO FORM:

TAMMI E. BACH
CITY ATTORNEY

APPROVED AS TO FUNDING AVAILABILITY:

CITY CONTROLLER

4/10

will be on Pink
paper

CITY OF FERNANDINA BEACH

FIXED ASSET/ PROPERTY RECORD REPORT (PART A)

DEPARTMENT: _____ DEPT #: _____
PURCHASED FROM: _____ CONDITION: _____
COST: \$ _____ DATE ACQUIRED: _____ PO #: _____
QUANTITY: _____ MANUFACTURER: _____
MODEL #: _____ SERIAL #: _____
DESCRIPTION: _____
LOCATION: _____

Please select the Asset Type that best describes your asset. If it does not fall under one of these categories, please select Other and fill in the blank line.

☐ Appliances	☐ Land
☐ Beaches	☐ Machinery
☐ Buildings	☐ Office Equipment
☐ Communications Equipment	☐ Improvements other than Building
☐ Computer Equipment	☐ Security Equipment
☐ Electrical Equipment	☐ Signage
☐ Equipment/ Light Duty	☐ Tools
☐ Equipment/ Heavy Duty	☐ Vehicles
☐ Furniture	☐ Wastewater Equipment
☐ Infrastructure	☐ Water Equipment
☐ Other _____	

CITY OF FERNANDINA BEACH

FIXED ASSET/ PROPERTY RECORD REPORT (PART B)

DATE: _____
TO: _____
FROM: Finance Department
SUBJECT: Property Record # _____

Please make your department a copy and return this form to the Finance Department once property sticker has been attached.

DATE ATTACHED: _____
ATTACHED BY: _____
DATE RECEIVED BY FINANCE: _____
RECEIVED BY: _____

4/10

Will be on Gold
paper

CITY OF FERNANDINA BEACH

ASSET - NonCapitalized FORM

DEPARTMENT: _____ DEPT #: _____
PO #: _____ CONDITION: _____
PURCHASED FROM: _____
COST: _____ DATE ACQUIRED: _____
QUANTITY: _____ MANUFACTURER: _____
MODEL #: _____ SERIAL #: _____
DESCRIPTION: _____
LOCATION: _____

Please select the Asset Type that best describes your asset. If it does not fall under one of these categories, please select Other and fill in the blank line.

☐	Appliances	☐	Improvements other than Building
☐	Buildings	☐	Security Equipment
☐	Communications Equipment	☐	Signage
☐	Computer Equipment	☐	Tools
☐	Electrical Equipment	☐	Vehicles
☐	Equipment/ Light Duty	☐	Wastewater Equipment
☐	Equipment/ Heavy Duty	☐	Water Equipment
☐	Furniture		
☐	Machinery		
☐	Office Equipment		
☐	Other _____		

CITY OF FERNANDINA BEACH

ASSET - NonCapitalized INVENTORY RECORD

PROPERTY TAG #: _____
Date Sent: _____
Sent To: _____

Date attached: _____ Attached by: _____

Returned to Finance:

Date: _____

Entered on Inventory Listing

Name

Date

4/10

CITY OF FERNANDINA BEACH

DISPOSITIONED PROPERTY RECORD

**FOR PROPERTY WHICH HAS BEEN DECLARED SURPLUS, JUNKED, TRADED,
TRANSFERRED, OR STOLEN**

DEPARTMENT: _____ **PROPERTY NO:** _____

DESCRIPTION: _____

LOCATION: _____

DISPOSITION: _____

DISPOSITION DATE: _____ **PERSON REPORTING DISPOSITION** _____

DEPARTMENT HEAD APPROVAL: _____

CITY MANAGER APPROVAL: _____

4/10

CITY OF FERNANDINA BEACH
Travel Expense Statement

NAME OF TRAVELER: _____ PERSONS ACCOMPANYING TRAVELER: _____
 DEPARTMENT: _____ DATES/HOUR OF TRAVEL: From: _____ To: _____
 REASON FOR TRAVEL: _____ MODE OF TRANSPORTATION: _____

TYPE OF EXPENSE	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	GRAND	
(ATTACH RECEIPTS)	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	TOTAL	COMMENTS
OTHER - REGISTRATION									
AIRFARE									
TRANSPORTATION - RENTAL/GAS									
LODGING									
MEALS:									
BREAKFAST(6 AM TO 8 AM)									
LUNCH (12 AM TO 2 PM)									
DINNER (6 PM TO 8 PM)									
INCIDENTAL EXPENSE									
PARKING									
TAXI									
COMMUNICATION (BUSINESS)									
TOLLS									
MISC TIPS - TAXI/BAGGAGE/ETC									
PERSONAL AUTO MILEAGE									
TOTAL MILES									
@ \$.445/MILE									
TOTAL EXPENSES	-	-	-	-	-	-	-	-	
						TOTAL EXPENSES:		\$	-

AUTHORIZATION TO TRAVEL: ESTIMATED AMOUNT _____

DATE APPROVED: _____

SUPERVISOR'S AUTHORIZATION: _____

LESS ADVANCES:

REIMBURSEMENT DUE (TO/FROM) TRAVELER \$ -

I HEREBY CERTIFY OR AFFIRM THAT THIS TRAVEL CLAIM IS TRUE AND CORRECT IN EVERY MATERIAL MATTER: THAT EXPENSES WERE ACTUALLY INCURRED BY THE UNDERSIGNED AS NECESSARY TRAVEL EXPENSES IN THE PERFORMANCE OF MY OFFICIAL DUTIES: AND THAT THE SAME CONFORMS IN EVERY RESPECT WITH THE REQUIREMENTS OF THE TRAVEL REGULATIONS AND ORDINANCES OF THE CITY OF FERNANDINA BEACH, FLORIDA.

DATE: _____ SIGNATURE: _____

Travel Expense Statement is to be filled out in triplicate. Original to Finance Department, second copy to Department Head and third copy to Traveler. Authorization to travel must be approved by the appropriate Department Head and the City Manager prior to arrangements being made. Traveler shall mean a public officer, employee or person authorized by City Manager as designee for the City who is called upon to perform official duties for the City of Fernandina Beach.

MILEAGE: If travel is by private motor vehicle, reimbursement is authorized at the rate of .445 cents per mile. When possible, mileage shall be based upon the current map of the Department of Transportation of the State of Florida. Vicinity mileage necessary for the conduct of official business may also be reimbursed, when separately stated. If the total mileage from point of origin to point of destination exceeds four hundred miles, the mileage reimbursement shall be limited to the lesser of (1) .445 cents per mile, or (2) the common carrier air coach fare to the nearest airport plus .445 cents per mile from the airport to the point of destination. If travel is by City vehicle, Traveler shall be reimbursed for out-of-pocket expense for gas and oil and shall not be entitled to .445/mile reimbursement. Traveler's reimbursement request for out-of-pocket expense shall be accompanied by the Traveler's copy of the ticket, or an actual receipt. All travel must be by a usually traveled route. In case a person travels by an indirect route for his own convenience, any extra costs shall be borne by the Traveler; and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route.

COMMON CARRIER: All travel by common carrier shall be reimbursed only at the coach fare, except that the first class rate is authorized. If the coach fare is not available, the Traveler may be reimbursed for first class, if certified in writing by the common carrier. A reimbursement request for common carrier fare shall be accompanied by the Traveler's copy of the ticket, or an actual receipt.

INCIDENTAL TRANSPORTATION EXPENSES: The following expenses incidental to transportation of the Traveler may be reimbursed as follows:

1. Taxi Fare
2. Ferry fares and bridge, road and tunnel tolls. (RECEIPTS REQUIRED)
3. Storage and parking fees. (RECEIPTS REQUIRED)
4. Communication expenses. (EXPLANATIONS REQUIRED FOR ALL EXPENSES)
5. Reasonable tips for transportation of baggage, not to exceed \$1.00 per bag, not to exceed \$2.00 per transfer.

LODGING: Reimbursement is authorized for lodging expense whenever the Traveler is reasonably required to be away from the location of his or her residence overnight. Reimbursement requests for lodging expenses shall be accompanied by actual receipts. Lodging shall be reimbursed at the reasonable, actual and necessary expense thereof. A Traveler shall select lodging which is the most economically available with the duties being performed.

MEALS: Reimbursement is authorized for meals for all Travelers while in a travel status at the following fixed per diem rates, but only when travel begins and extends beyond the time specified:

1. Breakfast: \$6.00, when travel begins before 6:00 AM and extends beyond 8:00 AM.
2. Lunch: \$11.00, when travel begins before 12:00 AM and extends beyond 2:00 PM.
3. Dinner: \$19.00, when travel begins before 6:00 PM and extends beyond 8:00 PM.

Total reimbursement for meals shall not exceed \$36.00 per diem. No allowance shall be made for meals when travel is confined to the county of the official headquarters or immediate vicinity of the Traveler's employment within the City of Fernandina Beach.

Any meals or lodging included in convention registration fees shall not be reimbursed to the Traveler if such registration fees are paid by the City of Fernandina Beach.

Hour of departure and hour of return shall be shown on all travel expense statements. If travel is complimentary, the abbreviation, "comp" should be inserted in the "Personal Auto Mileage" column; No mileage is allowed. If travel is by city owned vehicle, no mileage is allowed; however, Traveler should insert out-of-pocket expenses in the "Personal Auto Mileage" column with explanation given.

REQUEST FOR REIMBURSEMENT: The Director of Finance shall establish a uniform travel expense reimbursement form which shall be used by all Travelers when requesting reimbursement of traveling expenses. No travel expense reimbursement shall be reimbursed unless it is requested on the established form. Travel expense reimbursements shall be approved prior to payment by the appropriate approving authority for the City. If advance travel has been requested and received by the Traveler, he or she shall reconcile the payment request to the payment advance before requesting additional monies due; if the Traveler shall owe a refund of monies to the City, he or she shall do so within ten (10) working days after return from travel. All requests for advanced travel expenses shall be submitted to the City Manager at least two weeks in advance. This request shall be made by an RFP with all related documentation justifying the advancement of funds.

FRAUDULENT CLAIMS: ANY FRAUDULENT CLAIM OF MILEAGE OR OTHER TRAVEL EXPENSE SHALL BE SUBJECT TO PROSECUTION AND DISMISSAL.

A copy of the program or agenda of the convention or conference, itemizing registration fees, meals or lodging included in the registration fee, shall be attached to, and filed with, the copy of the travel reimbursement form.

Rev 4/6/10

April 6, 2022

News Leader Edition

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

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, April 19, 2022, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2022-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE FERNANDINA BEACH CODE OF ORDINANCES BY AMENDING CHAPTER 2, SECTION 412, BUDGET AMENDMENTS / TRANSFER OF FUNDS AUTHORIZING THE CITY MANAGER TO APPROVE INTRADEPARTMENT BUDGET AMENDMENT / TRANSFERS IN AN AMOUNT NOT TO EXCEED \$50,000 AND INTRADIVISION TRANSFERS IN AN AMOUNT NOT TO EXCEED \$20,000; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Airport Advisory Commission - one appointment.

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve Appointments.

SYNOPSIS: In accordance with Resolution 2011-45, Section 1(c); each member of the Airport Advisory Commission (AAC) shall serve at the pleasure of the City Commission and Section 1(a); the AAC shall consist of seven voting members and one non-voting member.

The AAC has one voting member vacancy. Mr. Tom Lockie and Mr. Wallace (Wynn) Poe hereby submit applications for the Honorable City Commission's consideration. The appointed individual will serve an unexpired term ending December 31, 2023.

Each applicant resides within the City limits in accordance with Code of Ordinances Section 2-122(3).

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 4/4/2022

Date: April 04, 2022

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

Caroline Best

From: noreply@civicplus.com
Sent: Friday, April 1, 2022 10:29 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Advisory Board/Committee Application

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

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Tom Lockie
Home Mailing Street Address	1980 Burnham Lane
City	Fernandina Beach
Zip Code	32034
Primary Phone	239-821-3416
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	TomLockieBiz@gmail.com
Employer	Retired
Position Title	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>

City	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Select the advisory board/committee you are applying for:	Airport Advisory Commission
Additional board that you are applying for:	None
Why are you interested in serving on this Board? Please explain.	I'm a private aircraft owner and retired airline Captain. I've always been interested in all things aviation and would enjoy the opportunity to give back to my community. I believe my aviation experience and qualifications make me a nice fit for the Commission.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	18 months
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No

Field not completed.

If yes, please provide details:

Major Affiliations:

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

Board Member, US Air Force Academy Association of Graduates (Alumni Association) - 1 Year

Qualifications:

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

- o Leader/Instructor in the cockpit. I developed the necessary communication and training skills to help those around me grow in their professional development
- o Safety Officer
- o Scheduling Officer
- o Executive Officer
- o International Airline Captain
- o Flight Engineer Check Airman
- o Strategic Planning Representative for the Allied Pilots Association
- o President of a small security company focused on personal, home, and business security
- o Managed a diverse group of security specialists
- o Use to speaking to large groups
- o Developed varied conflict resolution skills
- o Spent most of my Air Force and Airline careers leading people
- o Focused on strategic planning
- o Lead team building events for a Division 1 sports team

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: (Check all that apply)

BS/A

Other:

Field not completed.

Major areas of study:

History and Leadership

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

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

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

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

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

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

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?	Yes
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By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	4/1/2022
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Applicant's Signature	Tom Lockie
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Email not displaying correctly? [View it in your browser.](#)

Caroline Best

From: noreply@civicplus.com
Sent: Tuesday, December 14, 2021 12:43 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Advisory Board/Committee Application

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

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Wallace (Wynn) Poe, Jr.
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Home Mailing Street Address	403 Tarpon Ave, Unit 412
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City	Fernandina Beach
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Zip Code	32034
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Primary Phone	8598020300
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Secondary Phone	<i>Field not completed.</i>
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Please note that board materials are distributed electronically.

Email to receive board materials	wynnpoe@outlook.com
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Employer	Retired
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Position Title	<i>Field not completed.</i>
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Business Address	NA
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City	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Select the advisory board/committee you are applying for:	Airport Advisory Commission
Additional board that you are applying for:	Airport Advisory Commission
Why are you interested in serving on this Board? Please explain.	I have been part of the Fernandia Beach community since 2008 and now that am fully retired wanted to find a way to give back to our community. I have been part of General Aviation since 1974 with my entire career being in that of aviation from a civilian prospective.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	Purchased in 2008 but full time or nearly so the past three years
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No

Field not completed.

If yes, please provide details:

Major Affiliations:

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

None

Qualifications:

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

Retired form as subsidiary of Delta Airlines called Delta Private Jets and the Delta Jet Center. I designed, oversaw the building of and ran the facility as the \$10 million FBO that Delta owns at the CVG airport. I was VP of Business Operation for the operation overseeing several departments in addition to the FBO. Had the pleasure of working with the CVG airport board, Norther KY/Cincinnati International Airport, for nearly two decades. I am an Airline Transport Rated pilot, have been an aircraft owner for the past 38 or so years till just of late. Started flying professionally while in college. Long time member of AOPA, ABS & NBAA.

Organization or Commissioner sponsoring nomination (if applicable):

None

Educational Background: (Check all that apply)

High School

Other:

Three years of college

Major areas of study:

Biology focus/ General Studies

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and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

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

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

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?	Yes
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By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	12/14/2021
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Applicant's Signature	Wynn Poe
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Email not displaying correctly? [View it in your browser.](#)

Airport Advisory Commission

Position	Term	Name & Address	Phone
1	09-01-2013	Charles Colcord/Vice Chair 2139 Captain Kidd Drive, Fernandina Beach, FL 32034 Cec1155@comcast.net	(904) 415-6331
2	01-04-2022	George Haffey/Member 1640 Northpark Drive, Fernandina Beach, FL 32034 gfhaffrey@gmail.com	(904) 438-0725
3	08-04-2020	Douglas Geib/Chair 612 Beech Street, Fernandina Beach, FL 32034 Douglas.geib@fnf.com	(904) 742-5318
4	01-04-2022	Robert Sell/Member 2733 Sea Grove Lane, Fernandina Beach, FL 32034 bobsell@gofir.com	(980) 406-0056
5	Vacant		
6	02-16-2021	Hugh Giggy/Member 2997B 1st Avenue, Fernandina Beach, FL 32034 papagiggy1@gmail.com	(405) 3443-1571 (405) 317-5306
7	06-19-2018	Thomas Piscitello/Non-Voting Member Yulee, FL 32034 foxflyer@bellsouth.net	(904) 583-0698
8	06-19-2018	Prudence Hostetter/Member 2749 Sea Grove Lane, Fernandina Beach, FL 32034 N54195@gmail.com	(561) 379-8447

Airport Advisory Commission

Term Length: 36 Months

Max Terms: No Limit

Number of Members: 8

Meeting Schedule: Second Thursday of each month

Meeting Time: 6:00 PM

Meeting Location: City Hall Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Staff Liaison:

Nathan Coyle
(904) 310-3436
ncoyle@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Charles Colcord	09/01/2013	2	12/31/2022
2	George Haffey	01/04/2022	1	12/31/2024
3	Douglas Geib	08/04/2020	1	12/31/2022
4	Robert Sell	01/04/2022	1	12/31/2024
5	Vacant			
6	Hugh Giggy	02/16/2021	1	12/31/2024
7	Thomas Piscitello	06/19/2018	1	12/31/2024
8	Prudence Hostetter	06/19/2018	1	12/31/2024

Ballot
Airport Advisory Commission – One Vacancy

Membership requirements: the Airport Advisory Commission (AAC) shall consist of seven members and one non-voting member appointed by the City Commission.

Applicant:	Ranking:
Tom Lockie	
Wallace (Wynn) Poe	

Airport Advisory Commission Roster

Position	Term	Name & Address	Phone
1	09-01-2013	Charles Colcord/Vice Chair 2139 Captain Kidd Drive, Fernandina Beach, FL 32034 Cec1155@comcast.net	(904) 415-6331
2	01-04-2022	George Haffey/Member 1640 Northpark Drive, Fernandina Beach, FL 32034 gfhaffrey@gmail.com	(904) 438-0725
3	08-04-2020	Douglas Geib/Chair 612 Beech Street, Fernandina Beach, FL 32034 Douglas.geib@fnf.com	(904) 742-5318
4	01-04-2022	Robert Sell/Member 2733 Sea Grove Lane, Fernandina Beach, FL 32034 bobsell@gofir.com	(980) 406-0056
5	Vacant		
6	02-16-2021	Hugh Giggy/Member 2997B 1st Avenue, Fernandina Beach, FL 32034 papagiggy1@gmail.com	(405) 3443-1571 (405) 317-5306
7	06-19-2018	Thomas Piscitello/Non-Voting Member Yulee, FL 32034 foxflyer@bellsouth.net	(904) 583-0698
8	06-19-2018	Prudence Hostetter/Member 2749 Sea Grove Lane, Fernandina Beach, FL 32034 N54195@gmail.com	(561) 379-8447