



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JULY 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 Noel Roberts of North 14th Street Baptist Church.

4. PRESENTATIONS

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

4.2 **PROPOSED FY 2022/2023 BUDGET** – *City Manager Martin will provide a presentation regarding the proposed FY 2022/2023 budget.*

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

6. VARIANCE HEARING

6.1 **(Quasi-Judicial) ROADWAY STANDARDS VARIANCE REQUEST - 1920, 1924, 1944, AND 1952 1ST AVENUE** - RESOLUTION 2022-123 APPROVING/DENYING VARIANCE REQUESTS TO DEVIATE FROM ROADWAY STANDARDS REFERENCED IN SECTION 7.01.02(B)(2) OF THE CITY LAND DEVELOPMENT CODE, FILED BY 1920-1944 FIRST AVENUE, LLC, DANIEL I. MCCRANIE, JR., PE; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approving/denying variance requests to deviate from roadway standards referenced in Section 7.01.02(B)(2) of the City Land Development Code.*

7. CONSENT AGENDA

7.1 **APPROVAL OF MINUTES** - *City Commission/Community Redevelopment Agency - April 19, 2022; City Commission Regular Meeting - April 19, 2022; City Commission Workshop - May 3, 2022; City Commission Regular Meeting - May 3, 2022; City Commission Workshop - May 17, 2022; City Commission Regular Meeting - May 17, 2022; City Commission Workshop - June 7, 2022; and City Commission Regular Meeting - June 7, 2022.*

7.2 **AWARD OF ITB 22-14 - GATE FUEL SERVICE, INC.** - RESOLUTION 2022-124 AWARDING INVITATION TO BID 22-14 FOR MARINA GASOLINE AND DIESEL FUEL TO GATE FUEL

SERVICE, INC. IN FISCAL YEAR 2022/2023; AND PROVIDING FOR AN EFFECTIVE DATE.
Synopsis: Awards ITB 22-14 to Gate Fuel Service, Inc. for fiscal year 2022/2023.

- 7.3 **GRANT AGREEMENT AMENDMENT - FLORIDA DEPARTMENT OF TRANSPORTATION** - RESOLUTION 2022-125 AUTHORIZING AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #436769-1-94 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REHABILITATION OF A PORTION OF THE TRANSIENT AIRCRAFT PARKING APRON AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes Amendment to FDOT Public Transportation Grant Agreement #436769-1-94 increasing the total FDOT grant obligation to \$98,334.00 for the rehabilitation of a portion of the transient aircraft parking apron at the Fernandina Beach Municipal Airport.*
- 7.4 **GRANT AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION** - RESOLUTION 2022-126 AUTHORIZING APPROVAL AND EXECUTION OF PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #440024-1-94-23 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN AND CONSTRUCTION OF NEW HANGARS AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes Approval and Execution of FDOT Public Transportation Grant Agreement #440024-1-94-23 providing grant funding for a total allowable project cost of \$1,820,000.00 with a 50% grant match requirement for the design and construction of new hangars at the Fernandina Beach Municipal Airport.*
- 7.5 **BUDGET TRANSFER - WASTEWATER DEPARTMENT** - RESOLUTION 2022-127 APPROVING A WASTEWATER DEPARTMENT BUDGET TRANSFER FOR FISCAL YEAR 2021/2022; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Budget Transfer for FY2021/2022 in the Wastewater Department to accommodate an increase in cost associated with handling and disposal of biosolids from the Wastewater treatment process.*

8. RESOLUTIONS

- 8.1 **VOLUNTARY ANNEXATION AGREEMENT - 414 CASHEN ROAD** - RESOLUTION 2022-128 APPROVING THE EXTENSION OF WATER AND WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.57 ACRES OF LAND LOCATED AT 414 CASHEN ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of water and wastewater services to the property owners identified whose property is located at 414 Cashen Road, Parcel Number: 00-00-30-044B-0082-0070, which is experience a failing septic system, and also approves the Voluntary Annexation Petition.*
- 8.2 **VOLUNTARY ANNEXATION AGREEMENT - 847 OAK LANE** - RESOLUTION 2022-129 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.26 ACRES OF LAND LOCATED AT 847 OAK LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of water services to the property owners identified whose property is located at 847 Oak Lane, Parcel Number: 00-00-30-0430-0064-0000, and also approves the Voluntary Annexation Petition.*
- 8.3 **AGREEMENT APPROVAL - VARIANCE** - RESOLUTION 2022-130 APPROVING AN AGREEMENT OF SETTLEMENT WITH JAMES KIRCHMEYER AND CAROLINE KIRCHMEYER FOR A VARIANCE APPEAL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approval of an agreement of settlement for a variance appeal for James and Caroline Kirchmeyer.*

- 8.4 **AMERICAN RESCUE PLAN PROJECTS - RESOLUTION 2022-131** ALLOCATING \$6,595,742 FROM AMERICAN RESCUE PLAN FUNDS TO SUPPORT PRIORITIES AS DETERMINED BY THE CITY COMMISSION; AUTHORIZING THE CITY MANAGER TO PROCEED WITH PLANNING, DESIGN, PERMITTING, AND CONSTRUCTION OF THE PRIORITIZED PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Allocating \$6,595,742 from the American Rescue Plan Funds to support prioritized projects as determined by the City Commission and authorizing the City Manager to proceed with the planning and design of those projects.*
- 8.5 **CHANGE ORDER #4 - BLACKWATER CONSTRUCTION SERVICES - RESOLUTION 2022-132** APPROVING CHANGE ORDER #4 WITH BLACKWATER CONSTRUCTION SERVICES FOR THE CONSTRUCTION OF THE FIRE STATION AT THE AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Change Order in the amount of \$12,371.00 for construction of the Fire Station at the Airport.*

9. ORDINANCE - FIRST READING

- 9.1 **(Legislative) FUTURE LAND USE MAP ASSIGNMENTS - 604 N. 14TH STREET / 1425 FRANKLIN STREET - ORDINANCE 2022-17** TO REASSIGNING A FUTURE LAND USE MAP CATEGORY OF MIXED-USE (MU) FROM GENERAL COMMERCIAL (GC) FOR APPROXIMATELY 0.91 ACRES OF LAND LOCATED AT 604 NORTH 14TH STREET AND 1425 FRANKLIN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Reassigns the Future Land Use Map category of Mixed-Use (MU) from General Commercial (GC) for the property located at 604 N. 14th Street/1425 Franklin Street totaling 0.91 acres of land.*
- 9.2 **(Quasi-Judicial) ZONING MAP CHANGE - 604 N. 14TH STREET / 1425 FRANKLIN STREET - ORDINANCE 2022-18** REASSIGNING A ZONING DISTRICT OF MU-1 (MIXED-USE) FROM COMMUNITY COMMERCIAL (C-1) FOR 0.91 ACRES OF LAND LOCATED AT 604 NORTH 14TH STREET AND 1425 FRANKLIN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests Zoning Map change for properties located at 604 N. 14th Street / 1425 Franklin Street and assigning the Mixed-Use (MU-1) zoning district for property totaling 0.91 acres of land.*
- 9.3 **(Quasi-judicial) VOLUNTARY ANNEXATION - 1411 S. 14TH STREET - ORDINANCE 2022-19** ANNEXING APPROXIMATELY 1.63 ACRES OF LAND LOCATED AT 1411 SOUTH 14TH STREET CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests voluntary annexation of properties located at 1411 S. 14th Street totaling 1.63 acres of land.*
- 9.4 **(Legislative) FUTURE LAND USE ASSIGNMENT - 1411 S. 14TH ST- ORDINANCE 2022-20** ASSIGNING A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR 1.63 ACRES OF LAND LOCATED AT 1411 S. 14TH STREET. *Synopsis: Requests for Future Land Use Map assignment of General Commercial (GC) for property located at 1411 S. 14th Street, totaling 1.63 acres of land.*
- 9.5 **(Quasi-judicial) ZONING MAP ASSIGNMENT - 1411 S. 14TH STREET - ORDINANCE 2022-21** ASSIGNING A ZONING CATEGORY OF GENERAL COMMERCIAL (C-2) FOR 1.63 ACRES OF LAND LOCATED AT 1411 S. 14TH STREET. *Synopsis: Requests Zoning Map change for property located at 1411 S. 14th Street, assigning the General Commercial (C-2) zoning district for properties totaling 1.63 acres of land.*

- 9.6 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (VARIOUS AND MINOR CHANGES)**
- ORDINANCE 2022-22 AMENDING THE LAND DEVELOPMENT CODE (LDC) WITH MINOR AMENDMENTS TO ADDRESS ERRORS, OMISSIONS AND CORRECTIONS INCLUDING SECTION 1.07.00 TO AMEND DEFINITIONS FOR BALCONY, PORCH, AND SHADE TREE; AND TO MODIFY STANDARDS FOR LOT DESIGN BY STRIKING WATER BODIES AS IMPERVIOUS SURFACES IN SECTION 4.02.01(D); AND AMENDING TABLE 4.02.01(J) DESIGN STANDARDS FOR LOTS TO ADD NOTE 4.02.01(J)(7) REQUIREMENT OF A PERMIT FOR CONCRETE OR ASPHALT INSTALLATION MORE THAN 150 SQUARE FEET; AND AMENDING SECTION 4.02.03(A)(5) STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT TO ADD SUBSECTION 4.02.03(A)(5)(A) TO ADDRESS SIDE AND FRONT YARD SETBACK REQUIREMENTS FOR BALCONIES; AND AMENDING SECTION 4.02.03 (A)(7) DECK SETBACK REQUIREMENTS FOR SIDE AND REAR YARDS; AND AMENDING SECTION 4.03.03(6)(A) 8TH STREET SMALL AREA DESIGN STANDARDS TO ADDRESS FENCE MATERIAL REQUIREMENT FOR PROPERTIES FRONTING 8TH STREET AND TO ADD SUBSECTION 4.02.03(A)(I) PROVIDING WOOD AND VINYL FENCE MATERIAL ALLOWANCE FOR ALL OTHER PROPERTIES NOT FRONTING 8TH STREET, WITHIN MU-8 ZONING; AND AMENDING SECTION 5.01.11(F)(2) AND 5.01.11(F)(3) SWIMMING POOLS AND POOL ENCLOSURES TO MODIFY MINIMUM SIDE AND REAR SETBACK REQUIREMENTS; AND AMENDING SECTION 6.02.24 MOBILE FOOD VENDING “FOOD TRUCK” PARKS TO ADD SUBSECTION 6.02.24(A)(1) DIRECTING FOOD TRUCK COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE FLORIDA STATUTES AND FLORIDA ADMINISTRATIVE CODE, AND AMENDING SECTION 6.02.24 TO INCLUDE REFERENCES TO FLORIDA STATUTES AND FLORIDA ADMINISTRATIVE CODE; AND AMENDING SECTION 7.01.01(E) ACCESS AND DRIVEWAY DESIGN REQUIREMENTS; AND MODIFYING SECTION 7.01.02(C) STREETS AND RIGHTS-OF-WAY TO INCLUDE AMENDED STREET NUMBER SIGN REQUIREMENTS, AND BY AMENDING SECTION 7.01.02(C) TO STRIKE SUBSECTION 7.01.02(C)(2); AND MODIFYING TABLE 7.01.04(A) PARKING SPACE REQUIREMENTS BY STRIKING ERRONEOUS REFERENCE TO SECTION 4.03.03 IN FOOTNOTE 2; AND AMENDING SECTION 7.01.08(B) VISIBILITY AT INTERSECTIONS DIRECTING CONSISTENCY WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN MANUAL AND BY STRIKING SUBSECTION 7.01.08(B)(1); AND MODIFYING STANDARDS FOR AMELIA RIVER WATERFRONT COMMUNITY REDEVELOPMENT AREA BY STRIKING ERRONEOUS REFERENCE TO SECTION 3.01.03(J) AS CONTAINED IN SECTION 8.01.02(D)(1); AND AMENDING SECTION 8.01.01.02 (H). SPECIFIC REQUIREMENTS WITHIN THE OT-1 AND OT-2 ZONING DISTRICTS TO ADDRESS INCONSISTENCY IN HEIGHT REQUIREMENTS FOR ACCESSORY DWELLINGS WITHIN THE OT-1 AND OT-2 ZONING DISTRICTS; AND AMENDING SECTION 9.01.01 APPOINTMENT, TERM OF OFFICE, AND GENERAL MEMBERSHIPS REQUIREMENTS AND SECTION 9.01.02 ATTENDANCE AND AMENDING SECTION 9.01.03 OFFICERS AND COMMITTEES AMENDING SECTION 9.01.04 REMOVALS AND VACANCIES TO PROVIDE CONSISTENCY WITH MUNICIPAL CODE STANDARDS AS AMENDED IN AUGUST 2021 AND MODIFYING SECTION 10.02.01 VARIANCES GENERALLY TO ALIGN WITH THE CURRENT BUILDING HEIGHT RESTRICTION LANGUAGE IN SECTION 4.02.03; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Synopsis: Amend the Land Development Code for various minor and minor changes to address errors, omissions and corrections.

10. ORDINANCE - SECOND READING

- 10.1 **CODE AMENDMENT - PENSION** - ORDINANCE 2022-15 AMENDING CHAPTER 62, ARTICLE III, GENERAL EMPLOYEE’S PENSION PLAN, SECTION 62-99 BY PROHIBITING RECEIPT OF BENEFITS BY RETIREES WHILE REEMPLOYED BY THE CITY AND BY ELIMINATING A

SUBSEQUENT PENSION BENEFIT TO ACCRUE WHILE REEMPLOYED; AMENDING ARTICLE IV, FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN, SECTION 62-111, BY AMENDING DEFINITIONS TO PROVIDE THAT THE POLICE CHIEF AND FIRE CHIEF HAVE THE OPTION OF PARTICIPATING IN THE CITY FIREFIGHTERS' AND POLICE OFFICERS' AND PENSION PLAN; AMENDING SECTION 62-139 BY PROHIBITING RECEIPT OF BENEFITS BY POLICE AND FIRE PENSION PLAN RETIREES WHILE REEMPLOYED BY THE CITY AS A GENERAL EMPLOYEE (NOT POLICE OFFICER OR FIREFIGHTER) AND BY ELIMINATING A SUBSEQUENT PENSION BENEFIT TO ACCRUE WHILE REEMPLOYED; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Changes the municipal code to allow the police and fire chiefs the option of participating in the City pension plan, and prohibits City retirees from receiving pension benefits if reemployed by the City.*

- 10.2 **CODE AMENDMENT - NO SMOKING IN PUBLIC PARKS AND BEACHES** - ORDINANCE 2022-16 AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 42, ENVIRONMENT, ARTICLE II, NUISANCES, DIVISION 2, HEALTH NUISANCES, AMENDING SECTION 42-61 BY INCLUDING SMOKING ON CITY BEACHES AND IN CITY PARKS AS PUBLIC HEALTH NUISANCES; CREATING SECTION 42-63 DEFINITIONS; CREATING SECTION 42-64 PROHIBITING SMOKING ON CITY BEACHES AND IN CITY PARKS; CREATING SECTION 42-65 PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the municipal code to prohibit smoking on public beaches and at public parks.*

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. 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.

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 7/11/2022

Date: October 13, 2021

Submitted By: Monica Benischeck, Administrative Services Manager

COMMISSION ACTION:

Monthly Budget Report

June 2022

Overall: This is the ninth report for the fiscal year 2021/2022 and June represents 75.0% of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of June. 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 90.6% of the annual budget. This is primarily due to Property Taxes and Local Business Tax receipts. Year-to-date Property Tax receipts are at \$15.4 million dollars or 100.3% 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	June 22 YTD \$	June 22 YTD %	June 21 YTD \$	June 21 YTD %
Local Option Gas Tax	366,540	307,362	83.9%	294,832	92.9%
Small County Surtax	2,051,943	1,778,578	86.7%	1,378,873	96.3%
Half Cent Sales Tax	957,625	842,605	88.0%	680,244	99.6%
Franchise Fees	1,400,000	991,864	70.8%	976,910	67.8%
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 56.3% of the budget. Currently the departments over the 75.0% mark are: City Commission 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 except Wastewater and Water Impact Fee Funds. Impact Fee revenue is a function of payments for connection to City Water and Wastewater services.

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, street paving and resurfacing, 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 \$63,471 or 60.5% higher than last year.

Airport: (420)

Revenues exceed expenses primarily due to FDOT grant revenue and 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 June. 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 June versus last fiscal year by \$100,784 or 2.4%.

Water: (460)

Revenues exceed expenses year-to-date. Water Charges revenue is higher this fiscal year versus last fiscal year by \$153,974 or 4.9%.

Stormwater: (470)

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

Marina: (480)

Both Transient Slip Rental and Diesel Fuel sales are above the 75.0% mark. The final payment was issued in May for the Dredging project.

Fleet: (510)

Revenues exceed expenses for June. 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 JUNE 30, 2022**

75.0%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 15,360,898	\$ 15,402,786	\$ 41,888	100.3%
Sales /Use/Fuel Taxes	2,643,483	2,085,941	(557,542)	78.9%
Franchise Fees	1,425,000	1,019,763	(405,237)	71.6%
Licenses/Permits	384,000	394,766	10,766	102.8%
Intergovernmental	1,563,256	1,233,446	(329,810)	78.9%
Charges for Services	1,748,373	1,203,233	(545,140)	68.8%
Fines and Forfeitures	26,250	21,065	(5,185)	80.2%
Other	209,626	207,411	(2,215)	98.9%
Subtotal	23,360,886	21,568,411	(1,792,475)	92.3%
Transfers/Reimbursements				
Utility Tax	2,000,000	1,499,999	(500,001)	75.0%
Wastewater	360,000	270,000	(90,000)	75.0%
Water	180,000	135,000	(45,000)	75.0%
Total Revenues (excluding cash balance)	25,900,886	23,473,410	(2,427,476)	90.6%
EXPENDITURES:				
City Commission	406,646	295,375	111,271	72.6%
City Clerk	539,222	396,556	142,666	73.5%
City Manager	476,830	322,839	153,991	67.7%
Finance	732,791	508,031	224,761	69.3%
Information and Technology	834,326	587,623	246,703	70.4%
Human Resources	361,086	252,059	109,028	69.8%
City Attorney	402,595	287,186	115,409	71.3%
Planning	815,440	449,300	366,140	55.1%
Facility Maintenance	789,533	530,207	259,326	67.2%
Police	6,370,760	4,025,642	2,345,118	63.2%
Police - Beach Rangers	86,796	46,407	40,389	53.5%
Fire	4,641,056	3,076,374	1,564,682	66.3%
Fire - Ocean Rescue	566,043	268,402	297,641	47.4%
Building / Permitting	27,120	8,854	18,266	32.6%
Code Enforcement	268,896	181,215	87,681	67.4%
Streets	1,607,187	971,625	635,562	60.5%
Downtown	116,030	41,902	74,128	36.1%
Public Assistance	130,000	69,468	60,532	53.4%
Library	39,591	19,848	19,743	50.1%
Recreation	1,352,979	745,184	607,795	55.1%
Parks	1,452,871	917,626	535,245	63.2%
Peck	344,866	179,202	165,664	52.0%
MLK Center	216,240	100,761	115,479	46.6%
Youth	328,692	194,018	134,674	59.0%
Aquatics	413,867	230,759	183,108	55.8%
Non-Departmental	249,079	192,443	56,636	77.3%
Contingency	215,141	0	215,141	0.0%
Transfers				
Capital Improvements	2,887,708	2,165,782	721,926	75.0%
Capital Expansion	52,736	39,552	13,184	75.0%
Golf	100,000	75,000	25,000	75.0%
Cemetery	96,300	72,225	24,075	75.0%
Airport	275,000	206,249	68,751	75.0%
Sanitation	60,000	45,000	15,000	75.0%
Marina	925,980	748,555	177,425	80.8%
Subtotal	28,183,407	18,251,268	9,932,139	64.8%
Encumbrances - All Departments		482,221	(482,221)	
Reserves	5,109,227	-	5,109,227	
Total Expenditures (including Encumbrances)	33,292,634	18,733,489	14,559,145	56.3%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(7,391,748)	4,739,921	12,131,669	
Fund Balance, October 1, 2021 (Cash Balance)				
Unrestricted	7,391,748	7,391,748	-	
Fund Balance, June 30, 2022	\$ -	\$ 12,131,669	\$ 12,131,669	

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH JUNE 30, 2022**

75.0%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 2,951	\$ 17	\$ (2,934)	0.6%
110 Federal Forfeiture	21,445	30,531	9,086	142.4%
125 Tree Trust	415,096	124,847	(290,249)	30.1%
126 Historic District (HDC)	78,471	12,475	(65,996)	15.9%
130 CDBG - Economic Development	7,233	585	(6,648)	8.1%
135 Land Conservation Trust	208,128	1,284	(206,844)	0.6%
140 Building Fees Fund	3,675,781	827,384	(2,848,397)	22.5%
145 Wastewater Impact Fees	1,879,874	195,958	(1,683,916)	10.4%
146 Water Impact Fees	342,362	77,358	(265,004)	22.6%
150 Utility Tax	2,489,528	1,500,725	(988,803)	60.3%
170 Cemetery	1,426,762	148,137	(1,278,625)	10.4%
180 Community Redevelopment Area	1,243,792	1,155,976	(87,816)	92.9%
190 Law Enforcement Recovery	187,713	199,782	12,069	106.4%
Total Revenues	\$ 11,979,136	\$ 4,275,059	\$ (7,704,077)	35.7%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 2,951	-	\$ 2,951	0.0%
110 Federal Forfeiture	21,445	7,327	14,118	34.2%
125 Tree Trust	415,096	61,713	353,383	14.9%
126 Historic District (HDC)	78,471	2,998	75,473	3.8%
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	739,736	2,936,045	20.1%
145 Wastewater Impact Fees	1,879,874	374,999	1,504,875	19.9%
146 Water Impact Fees	342,362	255,001	87,361	74.5%
150 Utility Tax	2,489,528	1,499,999	989,529	60.3%
170 Cemetery	1,426,762	111,454	1,315,308	7.8%
180 Community Redevelopment Area	1,243,792	43,036	1,200,756	3.5%
190 Law Enforcement Recovery	187,713	69,345	118,368	36.9%
Total Expenditures	\$ 11,979,136	\$ 3,165,608	\$ 8,813,528	26.4%

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 JUNE 30, 2022**

75.0%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 4,064,023	\$ 2,534,685	\$ (1,529,338)	62.4%
	Expenses				
	General Government	\$ 548,522	266,216	282,306	48.5%
	Information Technology	100,000	-	100,000	0.0%
	Police	85,000	76,988	8,012	90.6%
	Fire	-	-	-	0.0%
	Streets	1,360,000	655,353	704,647	48.2%
	Recreation	330,501	51,300	279,201	15.5%
	Parks	-	-	-	0.0%
	Peck	1,625,000	278,289	1,346,711	17.1%
	MLK	-	-	-	0.0%
	Subtotal	<u>4,064,023</u>	<u>1,328,147</u>	<u>2,735,876</u>	32.7%
	Net Revenues(Expenses)	\$ -	\$ 1,206,538	\$ (1,206,538)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 585,000	\$ 80,745	\$ (504,255)	13.8%
	Admin	1,298,345	102,483	(1,195,862)	7.9%
	Police	474,964	73,747	(401,217)	15.5%
	Fire	763,211	68,116	(695,095)	8.9%
	Sanitation	-	-	-	0.0%
	Recreation	2,877,197	626,893	(2,250,304)	21.8%
	Subtotal	<u>5,998,717</u>	<u>951,984</u>	<u>(5,046,733)</u>	15.9%
	Expenses				
	Admin	\$ 1,301,026	\$ -	\$ 1,301,026	0.0%
	Police	475,892	47,347	\$ 428,545	9.9%
	Fire	1,339,739	119,699	\$ 1,220,040	8.9%
	Recreation	2,882,060	204,742	\$ 2,677,318	7.1%
	Subtotal	<u>5,998,717</u>	<u>371,788</u>	<u>5,626,929</u>	6.2%
	Net Revenues(Expenses)	\$ -	\$ 580,196	\$ 580,196	0.0%
315	American Rescue Plan Act Capital Fund (ARPA)				
	Revenues				
	State Grant	\$ 500,000	\$ 490,667	\$ (9,333)	98.1%
	Other Grant	425,331	3,130,717	2,705,386	736.1%
	Interest	-	14,926	14,926	0.0%
	Cash Balance Forward	2,766,953	-	(2,766,953)	0.0%
	Subtotal	<u>3,692,284</u>	<u>3,636,310</u>	<u>(55,974)</u>	98.5%
	Expenses				
	Operating	\$ 20,000	\$ 14,795	\$ 5,205	74.0%
	Admin	\$ -	\$ -	\$ -	0.0%
	Airport	-	-	-	0.0%
	Stormwater	1,256,700	490,667	766,033	39.0%
	Marina	-	-	-	0.0%
	Recreation	2,415,584	1,178,638	1,236,946	48.8%
	Subtotal	<u>3,692,284</u>	<u>1,684,099</u>	<u>2,008,185</u>	45.6%
	Net Revenues(Expenses)	\$ -	\$ 1,952,211	\$ 1,952,211	0.0%
330	Wastewater Improvement				
	Revenues	\$ 9,642,122	\$ 1,173,525	\$ (8,468,597)	12.2%
	Expenses	9,642,122	181,321	9,460,801	1.9%
	Net Revenues(Expenses)	\$ -	\$ 992,204	\$ 992,204	0.0%

CAPITAL EXPANSION FUND**PRELIMINARY June**

	FY20-21 BALANCE FORWARD	FY21-22 REVENUE	FY21-22 INTEREST	FY21-22 EXPENSES	FY21-22 BALANCE FORWARD
POLICE	429,185.05	73,746.57	2,630.51	47,347.20	458,214.93
FIRE	694,010.93	68,116.45	4,253.65	119,698.87	646,682.16
SANITATION	-	-	-	-	-
RECREATION/PARKS	2,701,707.50	676,543.36	16,559.00	204,741.73	3,190,068.13
ADMINISTRATION	1,248,511.66	102,483.10	7,652.23	-	1,358,646.99
	5,073,415.14	920,889.48	31,095.39	371,787.80	5,653,612.21

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH JUNE 30, 2022**

75.0%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,146,404	\$ 1,336,899	\$ 190,495	116.6%
Operating Expense*	1,520,616	1,197,600	323,016	78.8%
Operating Income (Loss)	(374,212)	139,300	513,512	-37.2%
Non Operating Income (Expense) & Transfers	135,000	69,525	(65,475)	51.5%
Change in Net Position	\$ (239,212)	\$ 208,825	\$ 448,037	-87.3%
Airport Fund 420				
Operating Revenues	\$ 891,599	\$ 708,105	\$ (183,494)	79.4%
Operating Expense*	706,261	383,672	322,589	54.3%
Operating Income (Loss)	185,338	324,433	139,095	175.0%
Non Operating Income (Expense) & Transfers	5,727,499	5,656,684	(70,815)	98.8%
Change in Net Position	\$ 5,912,837	\$ 5,981,117	\$ 68,280	101.2%
Sanitation Fund 440				
Operating Revenues	\$ 2,927,444	\$ 2,403,090	\$ (524,354)	82.1%
Operating Expense*	2,983,246	2,129,989	853,257	71.4%
Operating Income (Loss)	(55,802)	273,101	328,903	-489.4%
Non Operating Income (Expense) & Transfers	140,000	107,559	(32,441)	76.8%
Change in Net Position	\$ 84,198	\$ 380,660	\$ 296,462	452.1%
Wastewater Fund 450				
Operating Revenues	\$ 5,576,250	\$ 4,366,548	\$ (1,209,702)	78.3%
Operating Expense*	2,937,532	1,964,492	973,040	66.9%
Operating Income (Loss)	2,638,718	2,402,056	(236,662)	91.0%
Non Operating Income (Expense) & Transfers	(2,787,048)	(2,054,196)	732,852	73.7%
Change in Net Position	\$ (148,330)	\$ 347,860	\$ 496,190	-234.5%
Water Fund 460				
Operating Revenues	\$ 4,471,262	\$ 3,390,622	\$ (1,080,640)	75.8%
Operating Expense*	2,802,664	1,576,880	1,225,784	56.3%
Operating Income (Loss)	1,668,598	1,813,742	145,144	108.7%
Non Operating Income (Expense) & Transfers	(956,423)	(717,843)	238,580	75.1%
Change in Net Position	\$ 712,175	\$ 1,095,899	\$ 383,724	153.9%
Stormwater Fund 470				
Operating Revenues	\$ 875,000	\$ 679,253	\$ (195,747)	77.6%
Operating Expense*	917,822	568,812	349,010	62.0%
Operating Income (Loss)	(42,822)	110,441	153,263	-257.9%
Non Operating Income (Expense) & Transfers	1,092,426	354,530	(737,896)	32.5%
Change in Net Position	\$ 1,049,604	\$ 464,971	\$ (584,633)	44.3%
Marina Fund 480				
Operating Revenues	\$ 2,883,385	\$ 2,754,406	\$ (128,979)	95.5%
Operating Expense*	2,166,590	2,183,696	(17,106)	100.8%
Operating Income (Loss)	716,795	570,710	(146,085)	79.6%
Non Operating Income (Expense) & Transfers	736,952	(551,328)	(1,288,280)	-74.8%
Change in Net Position	\$ 1,453,747	\$ 19,382	\$ (1,434,365)	1.3%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 96,000	\$ 89,204	\$ 6,796	92.9%
Airport Fund 420	6,583,441	1,274,152	\$ 5,309,289	19.4%
Sanitation Fund 440	12,000	4,980	7,020	41.5%
Wastewater Fund 450	1,458,500	693,165	765,335	47.5%
Water Fund 460	1,127,880	227,330	900,550	20.2%
Stormwater Fund 470	2,251,850	381,604	1,870,246	16.9%
Marina Fund 480	1,340,000	1,093,048	246,952	81.6%
Total Enterprise Funds	\$ 12,869,671	\$ 3,763,484	\$ 9,106,187	29.2%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
ENTERPRISE FUNDS
FISCAL YEAR TO DATE THROUGH JUNE 30, 2022**

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	1,331,423.07	1,286,803.64	44,619.43	75,001.00		-	119,620.43
Airport (420)	6,205,776.76	1,676,023.58	4,529,753.18	206,249.00		29,037.37	4,706,964.81
Sanitation (440)	2,465,649.19	2,134,968.74	330,680.45	45,000.00	-		375,680.45
Wastewater (450)	4,470,137.59	2,657,656.46	1,812,481.13		(2,157,786.00)		(345,304.87)
Water (460)	3,480,684.74	1,804,210.13	1,676,474.61	450,000.00	(1,257,906.00)		868,568.61
Storm Water Management (470)	1,150,355.01	950,415.85	199,939.16			116,572.12	83,367.04
Marina (480)	9,083,514.42	3,276,744.07	5,806,770.35	748,555.00		7,628,991.48	(1,073,666.13)

*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

6/30/2022

Utility Billing - Current Accounts						
Number of Customers		Delinquency Days	\$		Avg Monthly Billing	
9,352	Active Customers				\$	1,108,069.87
465		30	45,828.17			
118		60	8,167.94	*	*payment terms	
40		90	3,029.82	*		
26		120+	3,211.09	*		
Total			\$	60,237.02		
Utility Billings - Closed accounts (including accts not yet turned over to Collection Agency)						
		137 accts w/delinquent balances	\$	23,718.76		
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	5,274.69		12.26%
2019 (thru Dec)	158	46,319.16	932.35	3,814.79		10.25%
2020 (thru Dec)	164	29,945.44	1,550.60	2,654.99		14.04%
2021 (thru Dec)	234	49,949.31	483.52	2,142.66		5.26%
		\$ 200,813.51	\$ 6,841.18	\$ 13,887.13	\$ 20,728.31	10.32%
Recovered to date		\$ (20,728.31)				
Balance currently at CCI		\$ 180,085.20				

Airport						
Number of Customers		Delinquency Days	\$		Avg Mo'ly Billing	
71	ALL Customers				\$61,082.78	
					(Amelia Island Aviation - acct closed)	
21		30	11,369.45	\$	-	
5		60	6,088.44	\$	-	
1		90	350.67	\$	-	
0		120+	-	\$	-	
				\$	8,758.77	
15		Sub Total	\$	17,808.56	\$	8,758.77
					\$	26,567.33

Marina						
Number of Customers		Delinquency Days	\$		Avg Mo'ly Billing	
440	ALL Customers				\$279,134	
36		30	22,007.54			
		60	30.94			
		90	72.89			
		120	-			
		150+	-			
			22,111.37			
	Customer paid in Advnace		-	Deposit		
	Total A/R Balance		22,111.37			

Peck Center & Other City Leases						
Number of Customers		Delinquency Days	\$		Avg Mo'ly Billing	
6	ALL Customers				2,416.29	
3		30	1,596.92			
0		60	-			
0		90	-			
0		120+	-			
3		Sub Total	\$	1,596.92		



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-15,402,786.29	-186,783.92	0.00	41,888.29	100.3%
001 31240		LOCAL OPTION GAS TAX					
	-366,540.00	-366,540.00	-307,362.46	-33,065.39	0.00	-59,177.54	83.9%
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	-1,778,578.35	-202,524.78	0.00	-273,364.65	86.7%
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-166,318.60	-4,643.50	0.00	6,318.60	103.9%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-50.00	-50.00	-5,094.58	-4,750.00	0.00	5,044.58	10189.2%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	-3,000.00	-3,000.00	-4,121.25	-367.50	0.00	1,121.25	137.4%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	-2,000.00	-1,771.83	-105.00	0.00	-228.17	88.6%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-3,115.00	-875.00	0.00	-2,885.00	51.9%
001 32218		CLEARING/EXCAVATE-PERMITS					
	-25,000.00	-25,000.00	-11,771.00	-2,336.00	0.00	-13,229.00	47.1%
001 32310		FRANCHISE FEES ELECTRIC					
	-1,400,000.00	-1,400,000.00	-991,864.07	-116,667.00	0.00	-408,135.93	70.8%
001 32340		FRANCHISE FEES GAS					
	-25,000.00	-25,000.00	-27,899.01	-3,296.88	0.00	2,899.01	111.6%
001 32900		CODE ENFORCEMENT FEES & FINES					
	-25,000.00	-25,000.00	-13,492.83	-1,165.63	0.00	-11,507.17	54.0%
001 32901		ZONING PLAN REVIEW					
	-65,000.00	-65,000.00	-85,650.00	-12,600.00	0.00	20,650.00	131.8%
001 32915		ANNEXATION APP FEE					
	-2,000.00	-2,000.00	-6,500.00	-600.00	0.00	4,500.00	325.0%
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	0.00	0.00	-3,500.00	58.8%
001 32918		ZONING CERTIFICATION FEE					
	-2,750.00	-2,750.00	-1,735.00	0.00	0.00	-1,015.00	63.1%
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 09

	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	0.00	0.00	5,800.00	238.1%
001 32929		SITE PLAN REVIEW APP FEE					
	-24,300.00	-24,300.00	-31,700.00	-5,500.00	0.00	7,400.00	130.5%
001 32932		DUE DILIGENCE					
	-750.00	-750.00	-2,500.00	0.00	0.00	1,750.00	333.3%
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	0.00	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	-2,400.00	-600.00	0.00	-1,200.00	66.7%
001 32980		OTHER MISC PERMITS					
	0.00	0.00	-1,730.00	-200.00	0.00	1,730.00	100.0%
001 32981		SPECIAL EVENT PERMITS					
	-4,500.00	-4,500.00	-1,850.00	-25.00	0.00	-2,650.00	41.1%
001 32982		SPECIAL BANNER PERMITS					
	-2,000.00	-2,000.00	-1,185.00	25.00	0.00	-815.00	59.3%
001 32992		FIRE MARSHAL FEES					
	-35,000.00	-35,000.00	-34,961.00	-11,736.20	0.00	-39.00	99.9%
001 32995		ADDRESS ASSIGNMENT					
	-400.00	-400.00	-470.00	-90.00	0.00	70.00	117.5%
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	-842,605.16	-115,774.47	0.00	-115,019.84	88.0%
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	-218,312.45	-24,256.93	0.00	-102,633.55	68.0%
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-877.12	-47.00	0.00	77.12	109.6%
001 33515		ALCOHOLIC BEV LICENSE					
	-23,000.00	-23,000.00	-25,419.41	0.00	0.00	2,419.41	110.5%
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-9,836.67	-6,566.67	0.00	-163.33	98.4%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33720		SCHOOL RESOURCE OFFICER					
	-137,760.00	-137,760.00	-122,573.55	0.00	0.00	-15,186.45	89.0%
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	-39,009.19	-12,583.21	0.00	-142,777.81	21.5%
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	-446,129.75	-36,405.83	0.00	-114,956.25	79.5%
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	-213,903.07	-22,909.04	0.00	-136,096.93	61.1%
001 34701		TRUST ACTIVITIES TAXABLE					
	-23,000.00	-23,000.00	-38,901.35	-5,092.37	0.00	15,901.35	169.1%
001 34702		PARKS TRUST NON-TAXABLE					
	-10,000.00	-10,000.00	-14,156.00	-1,800.00	0.00	4,156.00	141.6%
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-6,934.75	-789.00	0.00	6,934.75	100.0%
001 34704		RENTALS NON-TAXABLE					
	-4,000.00	-4,000.00	-4,120.00	-450.00	0.00	120.00	103.0%
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	-196.00	0.00	0.00	-304.00	39.2%
001 34720		RENTALS					
	-7,000.00	-7,000.00	-3,219.26	-40.00	0.00	-3,780.74	46.0%
001 34721		PECK RENTS					
	-8,000.00	-8,000.00	-341.00	0.00	0.00	-7,659.00	4.3%
001 34722		PECK RENTS NON-TAXABLE					
	-25,000.00	-25,000.00	-19,052.36	-2,092.04	0.00	-5,947.64	76.2%
001 34723		PECK TRUST TAXABLE					
	-8,000.00	-8,000.00	-8,255.72	-243.78	0.00	255.72	103.2%
001 34724		PECK TRUST NON-TAXABLE					
	-32,000.00	-32,000.00	-8,805.50	-345.00	0.00	-23,194.50	27.5%
001 34725		MLK RENTS					
	-4,500.00	-4,500.00	-4,367.55	-990.00	0.00	-132.45	97.1%
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-1,219.00	-450.00	0.00	1,219.00	100.0%
001 34728		MLK TRUST NON-TAXABLE					
	-20,000.00	-20,000.00	-8,210.00	0.00	0.00	-11,790.00	41.1%
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	-17,000.00	-14,911.50	-274.00	0.00	-2,088.50	87.7%
001 34731		YOUTH CAMPS					
	-310,000.00	-310,000.00	-200,350.92	-35,611.92	0.00	-109,649.08	64.6%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-92,241.40	-12,349.00	0.00	-23,758.60	79.5%
001 34742		SWIMMING POOLS					
	-54,000.00	-54,000.00	-63,888.38	-12,519.04	0.00	9,888.38	118.3%
001 34743		SWIMMING POOLS NON-TAXABLE					
	-9,000.00	-9,000.00	-5,225.00	0.00	0.00	-3,775.00	58.1%
001 34745		GREENWAY					
	-1,000.00	-1,000.00	-795.00	-50.00	0.00	-205.00	79.5%
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	-5,817.74	-694.94	0.00	-2,182.26	72.7%
001 35115		PARKING TICKETS					
	-15,000.00	-15,000.00	-10,942.45	-1,765.00	0.00	-4,057.55	72.9%
001 35116		POLICE CITATIONS					
	0.00	0.00	-325.00	0.00	0.00	325.00	100.0%
001 35120		POLICE EDUCATION					
	-1,500.00	-1,500.00	-1,106.84	-153.83	0.00	-393.16	73.8%
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-1,750.00	-1,750.00	-2,873.21	-318.90	0.00	1,123.21	164.2%
001 36110		INTEREST					
	-75,000.00	-75,000.00	-81,626.59	-11,216.74	0.00	6,626.59	108.8%
001 36120		UNREALIZED GAIN					
	0.00	0.00	3,328.80	3,328.80	0.00	-3,328.80	100.0%
001 36210		RENTS					
	-3,500.00	-3,500.00	-6,866.03	-3,755.87	0.00	3,366.03	196.2%
001 36215		RENTS NON-TAXABLE					
	-23,800.00	-23,800.00	-19,043.99	-2,281.31	0.00	-4,756.01	80.0%
001 36990		OTHER REVENUE					
	-35,851.00	-35,851.00	-66,607.72	-9,382.97	0.00	30,756.72	185.8%
001 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-3,287.50	0.00	0.00	3,287.50	100.0%
001 36995		LATE FEES					
	0.00	0.00	-0.73	0.00	0.00	0.73	100.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-52.78	-24.00	0.00	-47.22	52.8%
001 36998		STATE OF FLORIDA - FDOT					
	-64,375.00	-64,375.00	-29,324.00	-29,324.00	0.00	-35,051.00	45.6%
001 38215		FROM UTILITY TAX					
	-2,000,000.00	-2,000,000.00	-1,499,999.00	-166,667.00	0.00	-500,001.00	75.0%
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-270,000.00	-30,000.00	0.00	-90,000.00	75.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-135,000.00	-15,000.00	0.00	-45,000.00	75.0%
001 38910		CASH BALANCE FORWARD					
	-7,391,748.00	-7,391,748.00	0.00	0.00	0.00	-7,391,748.00	.0%
TOTAL GENERAL FUND	-33,285,634.00	-33,285,634.00	-23,469,480.08	-1,146,801.86	0.00	-9,816,153.92	70.5%
TOTAL REVENUES	-33,285,634.00	-33,285,634.00	-23,469,480.08	-1,146,801.86	0.00	-9,816,153.92	
0012200 FIRE							
0012200 36993		DONATIONS/CONTRIBUTIONS					
	-7,000.00	-7,000.00	-3,930.11	-144.60	0.00	-3,069.89	56.1%
TOTAL FIRE	-7,000.00	-7,000.00	-3,930.11	-144.60	0.00	-3,069.89	56.1%
TOTAL REVENUES	-7,000.00	-7,000.00	-3,930.11	-144.60	0.00	-3,069.89	
GRAND TOTAL	-33,292,634.00	-33,292,634.00	-23,473,410.19	-1,146,946.46	0.00	-9,819,223.81	70.5%

** END OF REPORT - Generated by Marileida Hernandez **

Revenue	Amount	% Used
Revised Budget	(\$33,292,634.00)	70.5%
Less: Cash Balance Forward		
38910	7,391,748.00	
38911	.00	
Revised Budget excluding Cash	(\$25,900,886.00)	
YTD Actual Revenue	(\$23,473,410.19)	90.6%

Revised Budget excluding Cash	(\$25,900,886.00)
Less: YTD Expenditures	18,251,267.92
Net (Revenues) Expenditures	(\$ 7,649,618.08)



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION							
331,787.00		406,646.00	295,374.73	27,357.44	26,239.03	85,032.24	79.1%
0011200 CITY CLERK							
539,222.00		539,222.00	396,555.79	37,831.73	0.00	142,666.21	73.5%
0011210 CITY MANAGER							
476,830.00		476,830.00	322,838.72	47,409.63	5,809.00	148,182.28	68.9%
0011300 FINANCE							
732,791.00		732,791.00	508,030.50	50,918.90	3,976.60	220,783.90	69.9%
0011310 INFORMATION TECHNOLOGY							
834,326.00		834,326.00	587,622.95	61,733.35	5,929.10	240,773.95	71.1%
0011350 HUMAN RESOURCES							
361,086.00		361,086.00	252,058.50	25,724.50	0.00	109,027.50	69.8%
0011400 CITY ATTORNEY							
377,595.00		402,595.00	287,185.81	29,324.20	0.00	115,409.19	71.3%
0011500 PLANNING							
815,440.00		815,440.00	449,300.28	47,285.51	0.00	366,139.72	55.1%
0011910 NON DEPARTMENTAL							
249,079.00		249,079.00	192,443.05	18,030.39	0.00	56,635.95	77.3%
0011930 FACILITIES MAINTENANCE							
789,533.00		789,533.00	530,206.62	57,105.64	0.00	259,326.38	67.2%
0012100 POLICE							
6,370,760.00		6,370,760.00	4,025,642.47	565,828.32	204,909.96	2,140,207.57	66.4%
0012101 POLICE RANGERS							
86,796.00		86,796.00	46,407.13	9,433.19	0.00	40,388.87	53.5%
0012200 FIRE							
4,641,056.00		4,641,056.00	3,076,373.99	325,421.02	54,079.81	1,510,602.20	67.5%
0012201 FIRE OCEAN RESCUE							
566,043.00		566,043.00	268,401.70	70,410.16	0.00	297,641.30	47.4%
0012400 BUILDING / PERMITTING							
27,120.00		27,120.00	8,854.45	0.00	1,145.00	17,120.55	36.9%
0012420 CODE ENFORCEMENT							
253,896.00		268,896.00	181,214.81	19,888.20	0.00	87,681.19	67.4%
0014100 STREETS							
1,607,187.00		1,607,187.00	971,625.32	111,312.86	18,020.80	617,540.88	61.6%
0015200 DOWNTOWN							
116,030.00		116,030.00	41,901.60	3,730.65	18,914.70	55,213.70	52.4%
0015640 PUBLIC ASSISTANCE							
130,000.00		130,000.00	69,467.84	20,183.03	0.00	60,532.16	53.4%
0017100 LIBRARY							
39,591.00		39,591.00	19,847.59	1,991.00	8,371.40	11,372.01	71.3%
0017200 RECREATION							
1,352,979.00		1,352,979.00	745,183.75	80,350.23	30,570.20	577,225.05	57.3%
0017210 PARKS							
1,452,871.00		1,452,871.00	917,626.43	76,968.53	89,704.00	445,540.57	69.3%



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

FOR 2022 09

0017220 PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017220 PECK	344,866.00	344,866.00	179,202.25	26,151.79	10,653.57	155,010.18	55.1%
0017225 MLK CENTER	216,240.00	216,240.00	100,761.13	10,365.67	0.00	115,478.87	46.6%
0017230 YOUTH	328,692.00	328,692.00	194,018.48	30,129.40	0.00	134,673.52	59.0%
0017240 AQUATICS	413,867.00	413,867.00	230,759.03	37,778.68	9,300.00	173,807.97	58.0%
0018100 INTERFUND TRANSFERS OUT	4,327,724.00	4,397,724.00	3,352,363.00	387,287.00	0.00	1,045,361.00	76.2%
0018200 CONTINGENCIES	400,000.00	215,141.00	0.00	0.00	0.00	215,141.00	.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	18,251,267.92	2,179,951.02	487,623.17	14,553,742.91	56.3%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-17.14	-1.86	0.00	-8.86	65.9%
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	-17.14	-1.86	0.00	17.14	100.0%
	TOTAL REVENUES						
	-2,951.00	-2,951.00	-17.14	-1.86	0.00	-2,933.86	
	TOTAL EXPENSES						
	2,951.00	2,951.00	0.00	0.00	0.00	2,951.00	
	GRAND TOTAL						
	0.00	0.00	-17.14	-1.86	0.00	17.14	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-23,810.73	-3,798.80	0.00	21,310.73	952.4%
110 36110		INTEREST					
	-500.00	-500.00	-219.18	-33.16	0.00	-280.82	43.8%
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	7,327.34	0.00	0.00	2,672.66	73.3%
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	-23,203.57	-3,831.96	0.00	23,203.57	100.0%
TOTAL REVENUES	-21,445.00	-21,445.00	-30,530.91	-3,831.96	0.00	9,085.91	
TOTAL EXPENSES	21,445.00	21,445.00	7,327.34	0.00	0.00	14,117.66	
GRAND TOTAL	0.00	0.00	-23,203.57	-3,831.96	0.00	23,203.57	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-122,300.00	-12,250.00	0.00	-7,700.00	94.1%
125 36110		INTEREST					
	-1,400.00	-1,400.00	-2,547.36	-298.96	0.00	1,147.36	182.0%
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	11,661.71	1,354.60	0.00	4,013.29	74.4%
125 52100		FICA					
	1,288.00	1,288.00	798.67	92.73	0.00	489.33	62.0%
125 52200		RETIREMENT					
	3,541.00	3,541.00	2,453.57	285.00	0.00	1,087.43	69.3%
125 52300		HEALTH INSUR					
	6,321.00	6,321.00	3,218.85	357.63	0.00	3,102.15	50.9%
125 52301		LIFE INSUR					
	96.00	96.00	69.52	7.76	0.00	26.48	72.4%
125 52400		WORKERS' COMP					
	290.00	290.00	218.00	24.00	0.00	72.00	75.2%
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	40,013.24	0.00	6,369.80	85,816.96	35.1%
125 55200		OPERATING SUPPLIES					
	63,750.00	63,750.00	3,279.58	0.00	0.00	60,470.42	5.1%
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	-63,134.22	-10,427.24	6,369.80	56,764.42	100.0%
TOTAL REVENUES							
	-415,096.00	-415,096.00	-124,847.36	-12,548.96	0.00	-290,248.64	
TOTAL EXPENSES							
	415,096.00	415,096.00	61,713.14	2,121.72	6,369.80	347,013.06	
GRAND TOTAL							
	0.00	0.00	-63,134.22	-10,427.24	6,369.80	56,764.42	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-9,015.00	-1,075.00	0.00	-2,985.00	75.1%
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	-491.35	-55.77	0.00	491.35	100.0%
126 36999		HDC TRUST FUND					
	0.00	0.00	-469.00	-219.00	0.00	469.00	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	2,997.75	0.00	0.00	4,102.25	42.2%
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	-9,477.60	-1,349.77	0.00	9,477.60	100.0%
TOTAL REVENUES							
	-78,471.00	-78,471.00	-12,475.35	-1,349.77	0.00	-65,995.65	
TOTAL EXPENSES							
	78,471.00	78,471.00	2,997.75	0.00	0.00	75,473.25	
GRAND TOTAL							
	0.00	0.00	-9,477.60	-1,349.77	0.00	9,477.60	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110		INTEREST					
	-500.00	-500.00	-585.89	-70.61	0.00	85.89	117.2%
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	-585.89	-70.61	0.00	585.89	100.0%
	TOTAL REVENUES						
	-7,233.00	-7,233.00	-585.89	-70.61	0.00	-6,647.11	
	TOTAL EXPENSES						
	7,233.00	7,233.00	0.00	0.00	0.00	7,233.00	
	GRAND TOTAL						
	0.00	0.00	-585.89	-70.61	0.00	585.89	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
135 LAND CONSERVATION TRUST							
135 36110		INTEREST					
	0.00	0.00	-1,275.59	-138.83	0.00	1,275.59	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	-1,284.09	-138.83	0.00	1,284.09	100.0%
		TOTAL REVENUES					
	-208,128.00	-208,128.00	-1,284.09	-138.83	0.00	-206,843.91	
		TOTAL EXPENSES					
	208,128.00	208,128.00	0.00	0.00	0.00	208,128.00	
		GRAND TOTAL					
	0.00	0.00	-1,284.09	-138.83	0.00	1,284.09	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-631,764.32	-102,299.00	0.00	54,154.32	109.4%
140 32202		BUILDING PERMIT-CONSTRUCTION					
	-229,048.00	-229,048.00	-53,451.50	-481.00	0.00	-175,596.50	23.3%
140 32203		BUILDING PERMIT-DEMOLITION					
	-5,500.00	-5,500.00	-1,716.00	0.00	0.00	-3,784.00	31.2%
140 32206		BUILDING PERMIT-AFTER THE FACT					
	-5,862.00	-5,862.00	-4,116.00	0.00	0.00	-1,746.00	70.2%
140 32207		BUILDING PERMIT-REINSPECTION					
	-3,500.00	-3,500.00	-15,120.00	-900.00	0.00	11,620.00	432.0%
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	-2,865.00	-303.00	0.00	1,056.00	158.4%
140 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-2,406.00	194.00	0.00	-57,594.00	4.0%
140 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-3,975.00	-675.00	0.00	-4,525.00	46.8%
140 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-9,920.00	-1,120.00	0.00	-4,080.00	70.9%
140 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-1,800.00	-150.00	0.00	-4,200.00	30.0%
140 32911		MECHANICAL					
	-38,285.00	-38,285.00	70.00	70.00	0.00	-38,355.00	-.2%
140 32912		PLUMBING PERMITS					
	-31,945.00	-31,945.00	-4,465.00	-700.00	0.00	-27,480.00	14.0%
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	-2,226.39	0.00	0.00	-2,186.61	50.5%
140 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-45,473.00	-4,335.00	0.00	44,473.00	4547.3%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 36110		INTEREST					
	0.00	0.00	-21,230.35	-2,382.58	0.00	21,230.35	100.0%
140 36990		OTHER REVENUE					
	0.00	0.00	-5,842.57	-109.50	0.00	5,842.57	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	396,016.28	42,885.63	0.00	298,631.72	57.0%
140 51400		OVERTIME					
	10,000.00	10,000.00	4,831.63	1,141.58	0.00	5,168.37	48.3%
140 52100		FICA					
	52,486.00	52,486.00	29,822.80	3,257.37	0.00	22,663.20	56.8%
140 52200		RETIREMENT					
	142,252.00	142,252.00	84,614.23	9,261.46	0.00	57,637.77	59.5%
140 52300		HEALTH INSUR					
	145,722.00	145,722.00	60,200.91	7,713.23	0.00	85,521.09	41.3%
140 52301		LIFE INSUR					
	3,840.00	3,840.00	2,325.66	278.81	0.00	1,514.34	60.6%
140 52400		WORKERS' COMP					
	7,572.00	7,572.00	5,679.00	631.00	0.00	1,893.00	75.0%
140 53100		PROFESSIONAL SERVICES					
	377,000.00	377,000.00	82,722.80	5,287.67	51,337.45	242,939.75	35.6%
140 53400		CONTRACTUAL					
	302,347.00	302,347.00	40,014.21	686.38	0.00	262,332.79	13.2%
140 54000		TRAINING/TRAVEL					
	50,810.00	50,810.00	3,591.17	387.17	0.00	47,218.83	7.1%
140 54100		COMM - PHONE/FAX/ALARM					
	876.00	876.00	186.29	46.51	0.00	689.71	21.3%
140 54101		COMMUNICATIONS-CELLULAR					
	8,000.00	8,000.00	5,758.06	530.36	0.00	2,241.94	72.0%
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	4,118.00	458.00	0.00	1,374.00	75.0%
140 54611		R/M FACILITIES					
	39,000.00	39,000.00	1,108.01	0.00	0.00	37,891.99	2.8%
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	798.75	0.00	0.00	1,201.25	39.9%
140 54640		R/M VEHICLES-PARTS					
	2,500.00	2,500.00	455.57	0.00	0.00	2,044.43	18.2%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 54700		PRINTING					
	8,000.00	8,000.00	448.18	0.00	0.00	7,551.82	5.6%
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	1,005.09	0.00	0.00	6,494.91	13.4%
140 55200		OPERATING SUPPLIES					
	12,895.00	11,284.00	2,420.29	659.32	0.00	8,863.71	21.4%
140 55210		UNIFORMS					
	5,425.00	5,425.00	2,400.00	0.00	0.00	3,025.00	44.2%
140 55230		GAS/OIL					
	7,500.00	7,500.00	4,525.81	604.50	0.00	2,974.19	60.3%
140 55400		BOOKS/SUBS/DUES					
	21,000.00	21,000.00	5,082.21	234.45	0.00	15,917.79	24.2%
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	1,611.00	1,610.98	0.00	0.00	0.02	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	-87,647.95	-39,127.64	51,337.45	36,310.50	100.0%
TOTAL REVENUES							
	-3,675,781.00	-3,675,781.00	-827,383.88	-113,191.08	0.00	-2,848,397.12	
TOTAL EXPENSES							
	3,675,781.00	3,675,781.00	739,735.93	74,063.44	51,337.45	2,884,707.62	
GRAND TOTAL							
	0.00	0.00	-87,647.95	-39,127.64	51,337.45	36,310.50	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110		INTEREST					
	-10,800.00	-10,800.00	-8,242.97	-844.20	0.00	-2,557.03	76.3%
145 36310		IMPACT FEES- INCORPORATED AREA					
	-464,200.00	-464,200.00	-170,459.49	-23,210.00	0.00	-293,740.51	36.7%
145 36311		IMPACT FEES- UNINCORPORATED					
	-72,531.00	-72,531.00	-17,255.21	-305.44	0.00	-55,275.79	23.8%
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	374,999.00	41,667.00	0.00	125,001.00	75.0%
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	179,041.33	17,307.36	0.00	-179,041.33	100.0%
	TOTAL REVENUES						
	-1,879,874.00	-1,879,874.00	-195,957.67	-24,359.64	0.00	-1,683,916.33	
	TOTAL EXPENSES						
	1,879,874.00	1,879,874.00	374,999.00	41,667.00	0.00	1,504,875.00	
	GRAND TOTAL						
	0.00	0.00	179,041.33	17,307.36	0.00	-179,041.33	100.0%
** END OF REPORT - Generated by Ashley Butler **							



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36110		INTEREST					
	-1,500.00	-1,500.00	-387.28	0.00	0.00	-1,112.72	25.8%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-191,800.00	-191,800.00	-61,591.78	-9,590.00	0.00	-130,208.22	32.1%
146 36311		IMPACT FEES- UNINCORPORATED					
	-59,937.00	-59,937.00	-15,378.60	-128.16	0.00	-44,558.40	25.7%
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	255,001.00	28,333.00	0.00	84,999.00	75.0%
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	177,643.34	18,614.84	0.00	-177,643.34	100.0%
TOTAL REVENUES	-342,362.00	-342,362.00	-77,357.66	-9,718.16	0.00	-265,004.34	
TOTAL EXPENSES	342,362.00	342,362.00	255,001.00	28,333.00	0.00	87,361.00	
GRAND TOTAL	0.00	0.00	177,643.34	18,614.84	0.00	-177,643.34	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-764,688.50	-78,965.17	0.00	64,312.50	109.2%
150 31420		TELEPHONE MUNICIPAL TAX					
	-730,372.00	-730,372.00	-569,096.69	-68,667.24	0.00	-161,275.31	77.9%
150 31430		WATER MUNICIPAL TAX					
	0.00	0.00	0.08	0.00	0.00	-0.08	100.0%
150 31440		GAS MUNICIPAL TAX					
	-110,000.00	-110,000.00	-159,886.18	-13,517.82	0.00	49,886.18	145.4%
150 36110		INTEREST					
	-1,000.00	-1,000.00	-7,053.34	-766.11	0.00	6,053.34	705.3%
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	1,499,999.00	166,667.00	0.00	500,001.00	75.0%
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	-725.63	4,750.66	0.00	725.63	100.0%
	TOTAL REVENUES						
	-2,489,528.00	-2,489,528.00	-1,500,724.63	-161,916.34	0.00	-988,803.37	
	TOTAL EXPENSES						
	2,489,528.00	2,489,528.00	1,499,999.00	166,667.00	0.00	989,529.00	
	GRAND TOTAL						
	0.00	0.00	-725.63	4,750.66	0.00	725.63	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,000.00	-3,000.00	-3,200.00	-80.00	0.00	200.00	106.7%
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-2,520.00	-200.00	0.00	320.00	114.5%
170 34570		PERPETUAL CARE					
	-40,000.00	-40,000.00	-42,302.54	-4,685.58	0.00	2,302.54	105.8%
170 34580		SALE OF LOTS					
	-75,000.00	-75,000.00	-67,319.68	-8,851.84	0.00	-7,680.32	89.8%
170 36110		INTEREST					
	-13,000.00	-13,000.00	-4,733.76	-527.55	0.00	-8,266.24	36.4%
170 36120		UNREALIZED GAIN					
	0.00	0.00	44,163.70	5,897.15	0.00	-44,163.70	100.0%
170 38101		FROM GENERAL FUND					
	-96,300.00	-96,300.00	-72,225.00	-8,025.00	0.00	-24,075.00	75.0%
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	57,405.22	6,465.64	0.00	23,148.78	71.3%
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	4,100.55	454.08	0.00	2,061.45	66.5%
170 52200		RETIREMENT					
	16,949.00	16,949.00	12,224.14	1,360.37	0.00	4,724.86	72.1%
170 52300		HEALTH INSUR					
	25,652.00	25,652.00	16,884.88	2,105.60	0.00	8,767.12	65.8%
170 52301		LIFE INSUR					
	456.00	456.00	351.09	39.95	0.00	104.91	77.0%
170 52400		WORKERS' COMP					
	2,975.00	2,975.00	2,231.00	248.00	0.00	744.00	75.0%
170 53200		AUDITING					
	2,457.00	2,457.00	1,842.00	205.00	0.00	615.00	75.0%
170 53400		CONTRACTUAL					
	10,227.00	10,227.00	4,497.52	70.44	0.00	5,729.48	44.0%
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	789.02	88.83	0.00	3,010.98	20.8%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	102.83	0.00	0.00	897.17	10.3%
170 54500		INSURANCE					
	1,171.00	1,171.00	877.00	98.00	0.00	294.00	74.9%
170 54610		R/M BLDG & GROUNDS					
	48,000.00	48,000.00	2,554.44	1,598.20	0.00	45,445.56	5.3%
170 54611		R/M FACILITIES					
	1,000.00	1,000.00	237.67	237.67	0.00	762.33	23.8%
170 54620		R/M EQUIPMENT					
	2,000.00	2,000.00	381.32	8.99	0.00	1,618.68	19.1%
170 54630		R/M VEHICLES-LABOR					
	2,500.00	2,500.00	1,275.00	0.00	0.00	1,225.00	51.0%
170 54640		R/M VEHICLES-PARTS					
	2,000.00	2,000.00	1,020.50	0.00	0.00	979.50	51.0%
170 55200		OPERATING SUPPLIES					
	1,500.00	1,500.00	670.45	0.00	0.00	829.55	44.7%
170 55210		UNIFORMS					
	1,200.00	1,200.00	1,200.00	0.00	0.00	0.00	100.0%
170 55230		GAS/OIL					
	3,000.00	3,000.00	2,809.79	531.80	0.00	190.21	93.7%
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	-36,682.86	-2,960.25	0.00	36,682.86	100.0%
TOTAL REVENUES							
	-1,426,762.00	-1,426,762.00	-148,137.28	-16,472.82	0.00	-1,278,624.72	
TOTAL EXPENSES							
	1,426,762.00	1,426,762.00	111,454.42	13,512.57	0.00	1,315,307.58	
GRAND TOTAL							
	0.00	0.00	-36,682.86	-2,960.25	0.00	36,682.86	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-4,976.00	-830.11	0.00	4,476.00	995.2%
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 53100		PROFESSIONAL SERVICES					
	0.00	7,500.00	0.00	0.00	0.00	7,500.00	.0%
180 53400		CONTRACTUAL					
	0.00	72,000.00	0.00	0.00	63,400.00	8,600.00	88.1%
180 54700		PRINTING					
	0.00	188.00	187.46	0.00	0.00	0.54	99.7%
180 55400		BOOKS/SUBS/DUES					
	0.00	495.00	495.00	0.00	0.00	0.00	100.0%
180 56300		IMPROVEMENTS					
	1,000,000.00	1,150,000.00	20,938.10	4,820.00	120,421.90	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	0.00	0.00	31,784.41	9.2%
180 57300		FINANCING COSTS					
	50,000.00	42,500.00	18,199.50	0.00	0.00	24,300.50	42.8%
180 59990		RESERVE					
	106,792.00	34,109.00	0.00	0.00	0.00	34,109.00	.0%
TOTAL COMM DEVELOP AREA	0.00	0.00	-1,112,940.35	3,989.89	183,821.90	929,118.45	100.0%
TOTAL REVENUES	-1,243,792.00	-1,393,792.00	-1,155,976.00	-830.11	0.00	-237,816.00	
TOTAL EXPENSES	1,243,792.00	1,393,792.00	43,035.65	4,820.00	183,821.90	1,166,934.45	
GRAND TOTAL	0.00	0.00	-1,112,940.35	3,989.89	183,821.90	929,118.45	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-192,847.50	-18,220.50	0.00	42,847.50	128.6%
190 36110		INTEREST					
	0.00	0.00	-545.66	-98.00	0.00	545.66	100.0%
190 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-6,388.56	0.00	0.00	6,388.56	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	577.50	577.50	0.00	1,922.50	23.1%
190 54000		TRAINING/TRAVEL					
	8,200.00	3,200.00	417.24	0.00	0.00	2,782.76	13.0%
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	3,282.14	59.98	0.00	2,717.86	54.7%
190 56400		MACH/EQUIP					
	158,500.00	158,500.00	65,068.52	0.00	77,274.44	16,157.04	89.8%
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	-130,436.32	-17,681.02	77,274.44	53,161.88	100.0%
TOTAL REVENUES	-187,713.00	-187,713.00	-199,781.72	-18,318.50	0.00	12,068.72	
TOTAL EXPENSES	187,713.00	187,713.00	69,345.40	637.48	77,274.44	41,093.16	
GRAND TOTAL	0.00	0.00	-130,436.32	-17,681.02	77,274.44	53,161.88	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-6,817.25	-1,158.15	0.00	1,017.25	117.5%
230 38140		FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-374,999.00	-41,667.00	0.00	-125,001.00	75.0%
230 38141		FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-255,001.00	-28,333.00	0.00	-84,999.00	75.0%
230 38145		FROM WASTEWATER					
	-417,048.00	-417,048.00	-312,786.00	-34,754.00	0.00	-104,262.00	75.0%
230 38146		FROM WATER					
	-1,497,210.00	-1,497,210.00	-1,122,906.00	-124,768.00	0.00	-374,304.00	75.0%
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	0.00	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	-1,557,380.25	-230,680.15	0.00	1,557,380.25	100.0%
TOTAL REVENUES							
	-3,052,288.00	-3,052,288.00	-2,072,509.25	-230,680.15	0.00	-979,778.75	
TOTAL EXPENSES							
	3,052,288.00	3,052,288.00	515,129.00	0.00	0.00	2,537,159.00	
GRAND TOTAL							
	0.00	0.00	-1,557,380.25	-230,680.15	0.00	1,557,380.25	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33400		STATE GRANT					
	-536,300.00	-536,300.00	-280,887.70	-153,801.42	0.00	-255,412.30	52.4%
300 33544		8TH CENT GAS TAX					
	-82,252.00	-82,252.00	-58,733.82	-6,525.98	0.00	-23,518.18	71.4%
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	-8,281.50	-1,143.82	0.00	281.50	103.5%
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	-2,165,782.00	-240,642.00	0.00	-721,926.00	75.0%
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	-2,534,685.02	-402,113.22	0.00	-1,529,337.98	62.4%
TOTAL REVENUES							
	-4,043,023.00	-4,064,023.00	-2,534,685.02	-402,113.22	0.00	-1,529,337.98	
GRAND TOTAL							
	-4,043,023.00	-4,064,023.00	-2,534,685.02	-402,113.22	0.00	-1,529,337.98	62.4%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	0.00	71,168.00	32,170.91	74.3%
3001000 56410	SOFTWARE						
	320,000.00	320,000.00	98,147.00	6,660.00	221,853.00	0.00	100.0%
3001000 57100	PRINCIPAL						
	128,743.00	128,743.00	126,035.54	0.00	0.00	2,707.46	97.9%
3001000 57200	INTEREST						
	20,373.00	20,373.00	20,372.42	0.00	0.00	0.58	100.0%
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	266,216.05	6,660.00	293,021.00	-10,715.05	102.0%
TOTAL EXPENSES	548,522.00	548,522.00	266,216.05	6,660.00	293,021.00	-10,715.05	
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	0.00	0.00	8,012.09	90.6%
TOTAL CAP IMP POLICE	85,000.00	85,000.00	76,987.91	0.00	0.00	8,012.09	90.6%
TOTAL EXPENSES	85,000.00	85,000.00	76,987.91	0.00	0.00	8,012.09	
3004100 CAP IMP STREETS							
3004100 56311	SIDEWALKS-GENL/MISC						



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

3004100	CAP IMP STREETS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
		110,000.00	110,000.00	38,121.26	0.00	30,290.00	41,588.74	62.2%
3004100 56312	STREET STRIPING	50,000.00	50,000.00	10,334.12	2,581.99	0.00	39,665.88	20.7%
3004100 56320	STREET PAVING/RESURFACING-CAPIT	625,000.00	735,000.00	444,246.00	0.00	276,423.00	14,331.00	98.1%
3004100 56400	MACH/EQUIP	210,000.00	210,000.00	149,434.00	75,000.00	0.00	60,566.00	71.2%
3004100 56500	INFRASTRUCTURE	255,000.00	255,000.00	13,218.00	1,200.00	0.00	241,782.00	5.2%
	TOTAL CAP IMP STREETS	1,250,000.00	1,360,000.00	655,353.38	78,781.99	306,713.00	397,933.62	70.7%
	TOTAL EXPENSES	1,250,000.00	1,360,000.00	655,353.38	78,781.99	306,713.00	397,933.62	
3007200 CAP IMP REC								
3007200 56300	IMPROVEMENTS	140,000.00	30,000.00	0.00	0.00	0.00	30,000.00	.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	330,501.00	51,300.00	0.00	29,622.00	249,579.00	24.5%
	TOTAL EXPENSES	419,501.00	330,501.00	51,300.00	0.00	29,622.00	249,579.00	
3007220 CAP IMP PECK								
3007220 56300	IMPROVEMENTS	1,625,000.00	1,625,000.00	278,289.45	85,729.46	995,564.97	351,145.58	78.4%
	TOTAL CAP IMP PECK	1,625,000.00	1,625,000.00	278,289.45	85,729.46	995,564.97	351,145.58	78.4%
	TOTAL EXPENSES	1,625,000.00	1,625,000.00	278,289.45	85,729.46	995,564.97	351,145.58	



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

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	1,328,146.79	171,171.45	1,634,916.47	1,100,959.74	72.9%

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Revenues	(\$ 2,534,685)
Expenses	\$ 1,328,147
Net	(\$ 1,206,538)



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION							
310 33323							
	-575,000.00	FDOT GRANT -575,000.00	0.00	0.00	0.00	-575,000.00	.0%
310 33400							
	0.00	STATE GRANT 0.00	-49,650.00	-26,767.50	0.00	49,650.00	100.0%
310 36110							
	-10,000.00	INTEREST -10,000.00	-31,095.39	-3,930.13	0.00	21,095.39	311.0%
TOTAL CAPITAL EXPANSION	-585,000.00	-585,000.00	-80,745.39	-30,697.63	0.00	-504,254.61	13.8%
TOTAL REVENUES	-585,000.00	-585,000.00	-80,745.39	-30,697.63	0.00	-504,254.61	
3101000 CAP EXP ADMIN							
3101000 32410							
	-100,000.00	IMPACT FEES ADMIN -100,000.00	-102,483.10	-12,686.64	0.00	2,483.10	102.5%
3101000 38910							
	-1,198,345.00	CASH BALANCE FORWARD -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	-102,483.10	-12,686.64	0.00	-1,195,861.90	7.9%
TOTAL REVENUES	-1,298,345.00	-1,298,345.00	-102,483.10	-12,686.64	0.00	-1,195,861.90	
3102100 CAP EXP POLICE							
3102100 32421							
	-60,000.00	IMPACT FEES POLICE -60,000.00	-73,746.57	-10,309.68	0.00	13,746.57	122.9%
3102100 38910							
	-414,964.00	CASH BALANCE FORWARD -414,964.00	0.00	0.00	0.00	-414,964.00	.0%
TOTAL CAP EXP POLICE	-474,964.00	-474,964.00	-73,746.57	-10,309.68	0.00	-401,217.43	15.5%
TOTAL REVENUES	-474,964.00	-474,964.00	-73,746.57	-10,309.68	0.00	-401,217.43	
3102200 CAP EXP FIRE							
3102200 32422							
		IMPACT FEES FIRE					



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3102200 38910	-80,000.00	-80,000.00	-68,116.45	-7,560.41	0.00	-11,883.55	85.1%
	-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	-68,116.45	-7,560.41	0.00	-695,094.55	8.9%
TOTAL REVENUES	-763,211.00	-763,211.00	-68,116.45	-7,560.41	0.00	-695,094.55	
3107200 CAP EXP RECREATION							
3107200 32470	-650,000.00	-650,000.00	-587,342.36	-75,979.35	0.00	-62,657.64	90.4%
3107200 38101	-52,736.00	-52,736.00	-39,551.00	-4,395.00	0.00	-13,185.00	75.0%
3107200 38910	-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	-626,893.36	-80,374.35	0.00	-2,250,303.64	21.8%
TOTAL REVENUES	-2,877,197.00	-2,877,197.00	-626,893.36	-80,374.35	0.00	-2,250,303.64	
GRAND TOTAL	-5,998,717.00	-5,998,717.00	-951,984.87	-141,628.71	0.00	-5,046,732.13	15.9%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	47,347.23	0.00	26,324.46	33,328.31	68.9%
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	47,347.23	0.00	26,324.46	402,220.31	15.5%
TOTAL EXPENSES							
	475,892.00	475,892.00	47,347.23	0.00	26,324.46	402,220.31	
3102200 CAP EXP FIRE							
3102200 56200	BUILDING						
	1,075,000.00	1,075,000.00	105,659.67	10,202.88	969,340.33	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	119,698.87	10,202.88	969,340.33	250,699.80	81.3%
TOTAL EXPENSES							
	1,339,739.00	1,339,739.00	119,698.87	10,202.88	969,340.33	250,699.80	
3107200 CAP EXP RECREATION							
3107200 56300	IMPROVEMENTS						



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

3107200 CAP EXP RECREATION ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420,000.00	420,000.00	204,741.73	94,421.94	1,388.00	213,870.27	49.1%
3107200 59990 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	204,741.73	94,421.94	1,388.00	2,675,930.27	7.2%
TOTAL EXPENSES						
2,882,060.00	2,882,060.00	204,741.73	94,421.94	1,388.00	2,675,930.27	
GRAND TOTAL						
5,998,717.00	5,998,717.00	371,787.83	104,624.82	997,052.79	4,629,876.38	22.8%

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

CAPITAL EXPANSION FUND**PRELIMINARY June**

	FY20-21 BALANCE FORWARD	FY21-22 REVENUE	FY21-22 INTEREST	FY21-22 EXPENSES	FY21-22 BALANCE FORWARD
POLICE	429,185.05	73,746.57	2,630.51	47,347.20	458,214.93
FIRE	694,010.93	68,116.45	4,253.65	119,698.87	646,682.16
SANITATION	-	-	-	-	-
RECREATION/PARKS	2,701,707.50	676,543.36	16,559.00	204,741.73	3,190,068.13
ADMINISTRATION	1,248,511.66	102,483.10	7,652.23	-	1,358,646.99
	5,073,415.14	920,889.48	31,095.39	371,787.80	5,653,612.21



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-490,667.00	-142,626.40	0.00	-9,333.00	98.1%
315 33440	OTHER GRANT						
	-425,331.00	-425,331.00	-3,130,716.60	0.00	0.00	2,705,385.60	736.1%
315 36110	INTEREST						
	0.00	0.00	-14,926.12	-1,081.06	0.00	14,926.12	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%
315 53400	CONTRACTUAL						
	0.00	20,000.00	14,794.63	350.00	0.00	5,205.37	74.0%
TOTAL AMERICAN RESCUE PLAN ACT							
	-3,692,284.00	-3,672,284.00	-3,621,515.09	-143,357.46	0.00	-50,768.91	98.6%
TOTAL REVENUES							
	-3,692,284.00	-3,692,284.00	-3,636,309.72	-143,707.46	0.00	-55,974.28	
TOTAL EXPENSES							
	0.00	20,000.00	14,794.63	350.00	0.00	5,205.37	
3154700 ARPA STORMWATER							
3154700 56300	IMPROVEMENTS						
	1,256,700.00	1,256,700.00	490,667.00	108,471.94	0.00	766,033.00	39.0%
TOTAL ARPA STORMWATER							
	1,256,700.00	1,256,700.00	490,667.00	108,471.94	0.00	766,033.00	39.0%
TOTAL EXPENSES							
	1,256,700.00	1,256,700.00	490,667.00	108,471.94	0.00	766,033.00	
3157200 ARPA - RECREATION							
3157200 56300	IMPROVEMENTS						
	2,435,584.00	2,415,584.00	1,178,637.57	214,709.69	0.00	1,236,946.43	48.8%
TOTAL ARPA - RECREATION							
	2,435,584.00	2,415,584.00	1,178,637.57	214,709.69	0.00	1,236,946.43	48.8%
TOTAL EXPENSES							
	2,435,584.00	2,415,584.00	1,178,637.57	214,709.69	0.00	1,236,946.43	
GRAND TOTAL							
	0.00	0.00	-1,952,210.52	179,824.17	0.00	1,952,210.52	100.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110		INTEREST					
	-44,200.00	-44,200.00	-52,274.72	-5,921.49	0.00	8,074.72	118.3%
330 36120		UNREALIZED GAIN					
	0.00	0.00	3,749.01	706.63	0.00	-3,749.01	100.0%
330 38145		FROM WASTEWATER					
	-1,500,000.00	-1,500,000.00	-1,125,000.00	-125,000.00	0.00	-375,000.00	75.0%
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	181,321.45	997.45	341,109.91	227,568.64	69.7%
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	-992,204.26	-129,217.41	341,109.91	651,094.35	100.0%
	TOTAL REVENUES						
	-9,642,122.00	-9,642,122.00	-1,173,525.71	-130,214.86	0.00	-8,468,596.29	
	TOTAL EXPENSES						
	9,642,122.00	9,642,122.00	181,321.45	997.45	341,109.91	9,119,690.64	
	GRAND TOTAL						
	0.00	0.00	-992,204.26	-129,217.41	341,109.91	651,094.35	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 34710		GREEN FEES					
	-400,000.00	-400,000.00	-446,075.74	-58,549.55	0.00	46,075.74	111.5%
410 34713		GOLF CARTS					
	-430,000.00	-430,000.00	-255,063.96	-29,972.61	0.00	-174,936.04	59.3%
410 34714		RANGE FEES					
	-25,000.00	-41,000.00	-45,329.68	-5,719.96	0.00	4,329.68	110.6%
410 34718		FACILITY RENTAL					
	-42,000.00	-42,000.00	-33,729.69	0.00	0.00	-8,270.31	80.3%
410 34733		MEMBERSHIPS					
	-110,000.00	-110,000.00	-168,327.36	-250.00	0.00	58,327.36	153.0%
410 36990		OTHER REVENUE					
	-24,260.00	-35,000.00	-715.64	310.63	0.00	-34,284.36	2.0%
410 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	6,191.75	3,144.00	0.00	-6,191.75	100.0%
410 38101		FROM GENERAL FUND					
	-100,000.00	-100,000.00	-75,001.00	-8,333.00	0.00	-24,999.00	75.0%
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	200,579.38	20,168.70	0.00	78,220.62	71.9%
410 51350		PART-TIME					
	187,552.00	187,552.00	139,399.92	18,183.75	0.00	48,152.08	74.3%
410 51400		OVERTIME					
	5,000.00	5,000.00	11,474.04	1,227.07	0.00	-6,474.04	229.5%
410 52100		FICA					
	36,059.00	36,059.00	26,843.58	3,013.80	0.00	9,215.42	74.4%
410 52200		RETIREMENT					
	63,171.00	63,171.00	44,174.08	4,317.80	0.00	18,996.92	69.9%
410 52300		HEALTH INSUR					
	41,095.00	41,095.00	15,193.25	1,912.98	0.00	25,901.75	37.0%
410 52301		LIFE INSUR					
	150.00	150.00	1,157.38	119.61	0.00	-1,007.38	771.6%
410 52350		OPEB COSTS					
	794.00	794.00	596.00	66.00	0.00	198.00	75.1%
410 52400		WORKERS' COMP					
	5,360.00	5,360.00	4,019.00	447.00	0.00	1,341.00	75.0%
410 53100		PROFESSIONAL SERVICES					
	7,525.00	1,775.00	1,761.28	1,296.28	0.00	13.72	99.2%
410 53200		AUDITING					
	7,371.00	7,371.00	5,529.00	614.00	0.00	1,842.00	75.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 53400		CONTRACTUAL					
	11,080.00	8,440.00	16,588.03	2,192.42	0.00	-8,148.03	196.5%
410 54000		TRAINING/TRAVEL					
	0.00	675.00	398.04	53.93	0.00	276.96	59.0%
410 54100		COMM - PHONE/FAX/ALARM					
	2,040.00	2,040.00	558.87	139.53	0.00	1,481.13	27.4%
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	3,063.15	317.46	0.00	301.85	91.0%
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	33,344.89	5,549.13	0.00	38,655.11	46.3%
410 54310		UTILITIES-WATER & WASTEWATER					
	10,200.00	10,200.00	7,824.24	1,667.22	0.00	2,375.76	76.7%
410 54500		INSURANCE					
	23,671.00	23,671.00	19,340.76	1,972.00	0.00	4,330.24	81.7%
410 54610		R/M BLDG & GROUNDS					
	4,000.00	16,000.00	1,850.00	1,250.00	0.00	14,150.00	11.6%
410 54611		R/M FACILITIES					
	34,500.00	34,500.00	25,432.03	1,063.44	0.00	9,067.97	73.7%
410 54620		R/M EQUIPMENT					
	29,650.00	29,650.00	21,341.24	0.00	0.00	8,308.76	72.0%
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	0.00	0.00	313.84	37.2%
410 54800		PROMOTIONAL					
	28,400.00	23,300.00	12,305.65	1,311.05	0.00	10,994.35	52.8%
410 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	930.93	59.76	0.00	69.07	93.1%
410 55200		OPERATING SUPPLIES					
	176,892.00	166,426.00	143,260.59	24,369.99	1,055.90	22,109.51	86.7%
410 55210		UNIFORMS					
	6,050.00	6,050.00	2,381.85	0.00	0.00	3,668.15	39.4%
410 55220		JANITORIAL SUPPLIES					
	0.00	2,000.00	597.50	0.00	0.00	1,402.50	29.9%
410 55230		GAS/OIL					
	37,000.00	30,000.00	26,960.35	4,159.64	0.00	3,039.65	89.9%
410 55400		BOOKS/SUBS/DUES					
	7,459.00	5,000.00	1,749.00	995.00	0.00	3,251.00	35.0%
410 56300		IMPROVEMENTS					
	15,000.00	10,500.00	8,931.75	0.00	0.00	1,568.25	85.1%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 56400		MACH/EQUIP					
	75,000.00	73,954.00	68,762.00	0.00	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	-8,162.00	-171,517.38	-2,902.93	1,055.90	162,299.48	2088.5%
	TOTAL REVENUES						
	450,584.00	423,844.00	-1,018,051.32	-99,370.49	0.00	1,441,895.32	
	TOTAL EXPENSES						
	-412,420.00	-432,006.00	846,533.94	96,467.56	1,055.90	-1,279,595.84	
4107260 GOLF TOPTRACER							
4107260 34716		TT FOOD & BEVERAGE					
	-45,000.00	-6,000.00	-8,659.58	-2,089.33	0.00	2,659.58	144.3%
4107260 34717		BAY RENTALS					
	-60,000.00	-24,000.00	-44,633.11	-6,090.00	0.00	20,633.11	186.0%
4107260 34790		TOPTRACER BAY SPONSORSHIP					
	-11,004.00	-11,004.00	-8,249.67	-916.63	0.00	-2,754.33	75.0%
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	32,321.66	3,940.50	0.00	5,178.34	86.2%
4107260 51400		OVERTIME					
	0.00	0.00	1,419.75	222.75	0.00	-1,419.75	100.0%
4107260 52100		FICA					
	3,500.00	3,500.00	2,559.78	318.49	0.00	940.22	73.1%
4107260 52400		WORKERS' COMP					
	1,200.00	1,200.00	900.00	100.00	0.00	300.00	75.0%
4107260 54103		COMMUNICATIONS-INTERNET					
	0.00	2,300.00	2,280.08	436.01	0.00	19.92	99.1%
4107260 54400		RENTALS/LEASES					
	24,000.00	24,000.00	16,000.00	0.00	0.00	8,000.00	66.7%
4107260 54800		PROMOTIONAL					
	0.00	5,100.00	5,706.18	741.00	0.00	-606.18	111.9%
4107260 55200		OPERATING SUPPLIES					
	0.00	10,000.00	3,800.87	93.96	0.00	6,199.13	38.0%
4107260 55550		F&B COST OF SALES					
	0.00	2,400.00	2,279.30	547.85	0.00	120.70	95.0%
4107260 56300		IMPROVEMENTS					
	0.00	10,500.00	10,465.07	4,940.00	0.00	34.93	99.7%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

4107260 GOLF TOPTRACER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL GOLF TOPTRACER							
-49,804.00		55,496.00	16,250.33	2,244.60	0.00	39,245.67	29.3%
TOTAL REVENUES							
-116,004.00		-41,004.00	-61,542.36	-9,095.96	0.00	20,538.36	
TOTAL EXPENSES							
66,200.00		96,500.00	77,792.69	11,340.56	0.00	18,707.31	
4107261 GOLF PRO SHOP							
4107261 34715	PRO SHOP SALES						
-60,000.00	-80,000.00		-75,862.83	-10,798.80	0.00	-4,137.17	94.8%
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		39,528.42	7,387.00	0.00	471.58	98.8%
4107261 51350	PART TIME SALARIES						
33,540.00	33,540.00		23,405.59	2,440.50	0.00	10,134.41	69.8%
4107261 51400	OVERTIME						
0.00	0.00		1,745.08	146.25	0.00	-1,745.08	100.0%
4107261 52100	FICA						
5,626.00	5,626.00		4,878.35	719.42	0.00	747.65	86.7%
4107261 52200	RETIREMENT						
0.00	0.00		8,291.09	1,554.22	0.00	-8,291.09	100.0%
4107261 52300	HEALTH INSUR						
0.00	0.00		9,974.67	2,052.94	0.00	-9,974.67	100.0%
4107261 52301	LIFE INSUR						
0.00	0.00		210.56	43.24	0.00	-210.56	100.0%
4107261 55210	UNIFORMS						
0.00	0.00		600.00	0.00	0.00	-600.00	100.0%
4107261 55545	PRO SHOP COST OF SALES						
40,000.00	40,000.00		47,517.81	5,270.07	0.00	-7,517.81	118.8%
TOTAL GOLF PRO SHOP							
56,766.00	36,766.00		60,288.74	8,814.84	0.00	-23,522.74	164.0%
TOTAL REVENUES							
-62,400.00	-82,400.00		-75,862.83	-10,798.80	0.00	-6,537.17	
TOTAL EXPENSES							
119,166.00	119,166.00		136,151.57	19,613.64	0.00	-16,985.57	
4107262 GOLF FOOD & BEVERAGE							
4107262 34716	FOOD AND BEVERAGE						
-306,952.00	-335,212.00		-242,416.15	-21,922.97	0.00	-92,795.85	72.3%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

4107262	GOLF FOOD & BEVERAGE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4107262 34718	FACILITY RENTAL	0.00	0.00	-8,551.41	-364.47	0.00	8,551.41	100.0%
4107262 51200	SALARIES	50,000.00	50,000.00	56,984.32	6,476.11	0.00	-6,984.32	114.0%
4107262 51350	PART TIME SALARIES	30,000.00	30,000.00	26,746.59	2,547.78	0.00	3,253.41	89.2%
4107262 51400	OVERTIME	0.00	0.00	3,430.55	203.94	0.00	-3,430.55	100.0%
4107262 52100	FICA	8,420.00	8,420.00	6,428.03	672.34	0.00	1,991.97	76.3%
4107262 52200	RETIREMENT	10,520.00	10,520.00	12,419.58	1,492.28	0.00	-1,899.58	118.1%
4107262 52300	HEALTH INSUR	14,784.00	14,784.00	15,858.76	1,846.88	0.00	-1,074.76	107.3%
4107262 52301	LIFE INSUR	0.00	0.00	343.10	39.95	0.00	-343.10	100.0%
4107262 53400	CONTRACTUAL	0.00	0.00	3,131.10	356.55	0.00	-3,131.10	100.0%
4107262 54400	RENTALS/LEASES	0.00	2,640.00	1,980.00	660.00	0.00	660.00	75.0%
4107262 55200	OPERATING SUPPLIES	0.00	0.00	10,546.91	1,359.72	0.00	-10,546.91	100.0%
4107262 55210	UNIFORMS	0.00	0.00	300.00	0.00	0.00	-300.00	100.0%
4107262 55550	F&B COST OF SALES	148,102.00	133,702.00	87,111.19	7,656.14	0.00	46,590.81	65.2%
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	-84,100.00	-24,642.12	1,024.25	0.00	-59,457.88	29.3%
TOTAL REVENUES		-306,952.00	-335,212.00	-250,967.56	-22,287.44	0.00	-84,244.44	
TOTAL EXPENSES		261,826.00	251,112.00	226,325.44	23,311.69	0.00	24,786.56	
GRAND TOTAL		0.00	0.00	-119,620.43	9,180.76	1,055.90	118,564.53	100.0%

** END OF REPORT - Generated by Marileida Hernandez **

City of Fernandina Beach
Total Golf Course Fund
Year to Date to June

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	410	34710	GREEN FEES	(400,000.00)	(446,075.74)	(58,549.55)	46,075.74
		34713	GOLF CARTS	(430,000.00)	(255,063.96)	(29,972.61)	(174,936.04)
		34714	RANGE FEES	(41,000.00)	(45,329.68)	(5,719.96)	4,329.68
		34718	FACILITY RENTAL	(42,000.00)	(33,729.69)	0.00	(8,270.31)
		34733	MEMBERSHIPS	(110,000.00)	(168,327.36)	(250.00)	58,327.36
		36990	OTHER REVENUE	(35,000.00)	(715.64)	310.63	(34,284.36)
		36992	GAIN ON SALE OF ASSET	0.00	6,191.75	3,144.00	(6,191.75)
		38101	FROM GENERAL FUND	(100,000.00)	(75,001.00)	(8,333.00)	(24,999.00)
		51200	SALARIES	278,800.00	200,579.38	20,168.70	78,220.62
		51350	PART-TIME	187,552.00	139,399.92	18,183.75	48,152.08
		51400	OVERTIME	5,000.00	11,474.04	1,227.07	(6,474.04)
		52100	FICA	36,059.00	26,843.58	3,013.80	9,215.42
		52200	RETIREMENT	63,171.00	44,174.08	4,317.80	18,996.92
		52300	HEALTH INSUR	41,095.00	15,193.25	1,912.98	25,901.75
		52301	LIFE INSUR	150.00	1,157.38	119.61	(1,007.38)
		52350	OPEB COSTS	794.00	596.00	66.00	198.00
		52400	WORKERS' COMP	5,360.00	4,019.00	447.00	1,341.00
		53100	PROFESSIONAL SERVICES	1,775.00	1,761.28	1,296.28	13.72
		53200	AUDITING	7,371.00	5,529.00	614.00	1,842.00
		53400	CONTRACTUAL	8,440.00	16,588.03	2,192.42	(8,148.03)
		54000	TRAINING/TRAVEL	675.00	398.04	53.93	276.96
		54100	COMM - PHONE/FAX/ALARM	2,040.00	558.87	139.53	1,481.13
		54101	COMMUNICATIONS-CELLULAR	2,340.00	0.00	0.00	2,340.00
		54103	COMMUNICATIONS-INTERNET	3,365.00	3,063.15	317.46	301.85
		54200	POSTAGE	100.00	0.00	0.00	100.00
		54300	UTILITIES ELECTRIC	72,000.00	33,344.89	5,549.13	38,655.11
		54310	UTILITIES-WATER & WASTEWATER	10,200.00	7,824.24	1,667.22	2,375.76
		54500	INSURANCE	23,671.00	19,340.76	1,972.00	4,330.24
		54610	R/M BLDG & GROUNDS	16,000.00	1,850.00	1,250.00	14,150.00
		54611	R/M FACILITIES	34,500.00	25,432.03	1,063.44	9,067.97
		54620	R/M EQUIPMENT	29,650.00	21,341.24	0.00	8,308.76
		54630	R/M VEHICLES-LABOR	1,000.00	0.00	0.00	1,000.00
		54640	R/M VEHICLES-PARTS	500.00	186.16	0.00	313.84
		54800	PROMOTIONAL	23,300.00	12,305.65	1,311.05	10,994.35
		55100	OFFICE SUPPLIES	1,000.00	930.93	59.76	69.07
		55200	OPERATING SUPPLIES	166,426.00	143,260.59	24,369.99	22,109.51
		55210	UNIFORMS	6,050.00	2,381.85	0.00	3,668.15
		55220	JANITORIAL SUPPLIES	2,000.00	597.50	0.00	1,402.50
		55230	GAS/OIL	30,000.00	26,960.35	4,159.64	3,039.65
		55400	BOOKS/SUBS/DUES	5,000.00	1,749.00	995.00	3,251.00
		56300	IMPROVEMENTS	10,500.00	8,931.75	0.00	1,568.25
		56400	MACH/EQUIP	73,954.00	68,762.00	0.00	5,192.00
	410 Total			(8,162.00)	(171,517.38)	(2,902.93)	162,299.48
	4107260	34716	TT FOOD & BEVERAGE	(6,000.00)	(8,659.58)	(2,089.33)	2,659.58
		34717	BAY RENTALS	(24,000.00)	(44,633.11)	(6,090.00)	20,633.11
		34790	TOPTRACER BAY SPONSORSHIP	(11,004.00)	(8,249.67)	(916.63)	(2,754.33)
		51200	SALARIES	0.00	60.00	0.00	(60.00)
		51350	PART TIME SALARIES	37,500.00	32,321.66	3,940.50	5,178.34
		51400	OVERTIME	0.00	1,419.75	222.75	(1,419.75)
		52100	FICA	3,500.00	2,559.78	318.49	940.22
		52400	WORKERS' COMP	1,200.00	900.00	100.00	300.00
		54103	COMMUNICATIONS-INTERNET	2,300.00	2,280.08	436.01	19.92

City of Fernandina Beach
Total Golf Course Fund
Year to Date to June

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	4107260	54400	RENTALS/LEASES	24,000.00	16,000.00	0.00	8,000.00
		54800	PROMOTIONAL	5,100.00	5,706.18	741.00	(606.18)
		55200	OPERATING SUPPLIES	10,000.00	3,800.87	93.96	6,199.13
		55550	F&B COST OF SALES	2,400.00	2,279.30	547.85	120.70
		56300	IMPROVEMENTS	10,500.00	10,465.07	4,940.00	34.93
	4107260 Total			55,496.00	16,250.33	2,244.60	39,245.67
	4107261	34715	PRO SHOP SALES	(80,000.00)	(75,862.83)	(10,798.80)	(4,137.17)
		34719	GOLF INSTRUCTION	(2,400.00)	0.00	0.00	(2,400.00)
		51200	SALARIES	40,000.00	39,528.42	7,387.00	471.58
		51350	PART TIME SALARIES	33,540.00	23,405.59	2,440.50	10,134.41
		51400	OVERTIME	0.00	1,745.08	146.25	(1,745.08)
		52100	FICA	5,626.00	4,878.35	719.42	747.65
		52200	RETIREMENT	0.00	8,291.09	1,554.22	(8,291.09)
		52300	HEALTH INSUR	0.00	9,974.67	2,052.94	(9,974.67)
		52301	LIFE INSUR	0.00	210.56	43.24	(210.56)
		55210	UNIFORMS	0.00	600.00	0.00	(600.00)
		55545	PRO SHOP COST OF SALES	40,000.00	47,517.81	5,270.07	(7,517.81)
	4107261 Total			36,766.00	60,288.74	8,814.84	(23,522.74)
	4107262	34716	FOOD AND BEVERAGE	(335,212.00)	(242,416.15)	(21,922.97)	(92,795.85)
		34718	FACILITY RENTAL	0.00	(8,551.41)	(364.47)	8,551.41
		51200	SALARIES	50,000.00	56,984.32	6,476.11	(6,984.32)
		51350	PART TIME SALARIES	30,000.00	26,746.59	2,547.78	3,253.41
		51400	OVERTIME	0.00	3,430.55	203.94	(3,430.55)
		52100	FICA	8,420.00	6,428.03	672.34	1,991.97
		52200	RETIREMENT	10,520.00	12,419.58	1,492.28	(1,899.58)
		52300	HEALTH INSUR	14,784.00	15,858.76	1,846.88	(1,074.76)
		52301	LIFE INSUR	0.00	343.10	39.95	(343.10)
		53400	CONTRACTUAL	0.00	3,131.10	356.55	(3,131.10)
		54400	RENTALS/LEASES	2,640.00	1,980.00	660.00	660.00
		55200	OPERATING SUPPLIES	0.00	10,546.91	1,359.72	(10,546.91)
		55210	UNIFORMS	0.00	300.00	0.00	(300.00)
		55550	F&B COST OF SALES	133,702.00	87,111.19	7,656.14	46,590.81
		56401	NON CAP EQUIP	1,046.00	1,045.31	0.00	0.69
	4107262 Total			(84,100.00)	(24,642.12)	1,024.25	(59,457.88)
410 Total				0.00	(119,620.43)	9,180.76	118,564.53
Grand Total				0.00	(119,620.43)	9,180.76	118,564.53

City of Fernandina Beach
Golf Course - Operations
Year to Date to June

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	410	34710	GREEN FEES	(400,000.00)	(446,075.74)	(58,549.55)	46,075.74
		34713	GOLF CARTS	(430,000.00)	(255,063.96)	(29,972.61)	(174,936.04)
		34714	RANGE FEES	(41,000.00)	(45,329.68)	(5,719.96)	4,329.68
		34718	FACILITY RENTAL	(42,000.00)	(33,729.69)	0.00	(8,270.31)
		34733	MEMBERSHIPS	(110,000.00)	(168,327.36)	(250.00)	58,327.36
		36990	OTHER REVENUE	(35,000.00)	(715.64)	310.63	(34,284.36)
		36992	GAIN ON SALE OF ASSET	0.00	6,191.75	3,144.00	(6,191.75)
		38101	FROM GENERAL FUND	(100,000.00)	(75,001.00)	(8,333.00)	(24,999.00)
		51200	SALARIES	278,800.00	200,579.38	20,168.70	78,220.62
		51350	PART-TIME	187,552.00	139,399.92	18,183.75	48,152.08
		51400	OVERTIME	5,000.00	11,474.04	1,227.07	(6,474.04)
		52100	FICA	36,059.00	26,843.58	3,013.80	9,215.42
		52200	RETIREMENT	63,171.00	44,174.08	4,317.80	18,996.92
		52300	HEALTH INSUR	41,095.00	15,193.25	1,912.98	25,901.75
		52301	LIFE INSUR	150.00	1,157.38	119.61	(1,007.38)
		52350	OPEB COSTS	794.00	596.00	66.00	198.00
		52400	WORKERS' COMP	5,360.00	4,019.00	447.00	1,341.00
		53100	PROFESSIONAL SERVICES	1,775.00	1,761.28	1,296.28	13.72
		53200	AUDITING	7,371.00	5,529.00	614.00	1,842.00
		53400	CONTRACTUAL	8,440.00	16,588.03	2,192.42	(8,148.03)
		54000	TRAINING/TRAVEL	675.00	398.04	53.93	276.96
		54100	COMM - PHONE/FAX/ALARM	2,040.00	558.87	139.53	1,481.13
		54101	COMMUNICATIONS-CELLULAR	2,340.00	0.00	0.00	2,340.00
		54103	COMMUNICATIONS-INTERNET	3,365.00	3,063.15	317.46	301.85
		54200	POSTAGE	100.00	0.00	0.00	100.00
		54300	UTILITIES ELECTRIC	72,000.00	33,344.89	5,549.13	38,655.11
		54310	UTILITIES-WATER & WASTEWATER	10,200.00	7,824.24	1,667.22	2,375.76
		54500	INSURANCE	23,671.00	19,340.76	1,972.00	4,330.24
		54610	R/M BLDG & GROUNDS	16,000.00	1,850.00	1,250.00	14,150.00
		54611	R/M FACILITIES	34,500.00	25,432.03	1,063.44	9,067.97
		54620	R/M EQUIPMENT	29,650.00	21,341.24	0.00	8,308.76
		54630	R/M VEHICLES-LABOR	1,000.00	0.00	0.00	1,000.00
		54640	R/M VEHICLES-PARTS	500.00	186.16	0.00	313.84
		54800	PROMOTIONAL	23,300.00	12,305.65	1,311.05	10,994.35
		55100	OFFICE SUPPLIES	1,000.00	930.93	59.76	69.07
		55200	OPERATING SUPPLIES	166,426.00	143,260.59	24,369.99	22,109.51
		55210	UNIFORMS	6,050.00	2,381.85	0.00	3,668.15
		55220	JANITORIAL SUPPLIES	2,000.00	597.50	0.00	1,402.50
		55230	GAS/OIL	30,000.00	26,960.35	4,159.64	3,039.65
		55400	BOOKS/SUBS/DUES	5,000.00	1,749.00	995.00	3,251.00
		56300	IMPROVEMENTS	10,500.00	8,931.75	0.00	1,568.25
		56400	MACH/EQUIP	73,954.00	68,762.00	0.00	5,192.00
	410 Total			(8,162.00)	(171,517.38)	(2,902.93)	162,299.48
410 Total				(8,162.00)	(171,517.38)	(2,902.93)	162,299.48
Grand Total				(8,162.00)	(171,517.38)	(2,902.93)	162,299.48

City of Fernandina Beach
Golf Course - Toptracer
Year to Date to June

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	4107260	34716	TT FOOD & BEVERAGE	(6,000.00)	(8,659.58)	(2,089.33)	2,659.58
		34717	BAY RENTALS	(24,000.00)	(44,633.11)	(6,090.00)	20,633.11
		34790	TOPTRACER BAY SPONSORSHIP	(11,004.00)	(8,249.67)	(916.63)	(2,754.33)
		51200	SALARIES	0.00	60.00	0.00	(60.00)
		51350	PART TIME SALARIES	37,500.00	32,321.66	3,940.50	5,178.34
		51400	OVERTIME	0.00	1,419.75	222.75	(1,419.75)
		52100	FICA	3,500.00	2,559.78	318.49	940.22
		52400	WORKERS' COMP	1,200.00	900.00	100.00	300.00
		54103	COMMUNICATIONS-INTERNET	2,300.00	2,280.08	436.01	19.92
		54400	RENTALS/LEASES	24,000.00	16,000.00	0.00	8,000.00
		54800	PROMOTIONAL	5,100.00	5,706.18	741.00	(606.18)
		55200	OPERATING SUPPLIES	10,000.00	3,800.87	93.96	6,199.13
		55550	F&B COST OF SALES	2,400.00	2,279.30	547.85	120.70
		56300	IMPROVEMENTS	10,500.00	10,465.07	4,940.00	34.93
	4107260 Total			55,496.00	16,250.33	2,244.60	39,245.67
410 Total				55,496.00	16,250.33	2,244.60	39,245.67
Grand Total				55,496.00	16,250.33	2,244.60	39,245.67

	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL
Bay Rentals	24,000.00	44,633.11	6,090.00
Rental/ Leases	24,000.00	16,000.00	0.00
Gross Profit/(Loss)	0.00	28,633.11	6,090.00
Gross Profit %	0%	178.96%	#DIV/0!
TT Food and Beverage	6,000.00	8,659.58	2,089.33
Food and Beverage Cost of Sales	2,400.00	2,279.30	547.85
Gross Profit/(Loss)	3,600.00	6,380.28	1,541.48
Gross Profit %	150.00%	279.92%	281.37%

City of Fernandina Beach
Golf Course -Proshop
Year to Date to June

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	4107261	34715	PRO SHOP SALES	(80,000.00)	(75,862.83)	(10,798.80)	(4,137.17)
		34719	GOLF INSTRUCTION	(2,400.00)	0.00	0.00	(2,400.00)
		51200	SALARIES	40,000.00	39,528.42	7,387.00	471.58
		51350	PART TIME SALARIES	33,540.00	23,405.59	2,440.50	10,134.41
		51400	OVERTIME	0.00	1,745.08	146.25	(1,745.08)
		52100	FICA	5,626.00	4,878.35	719.42	747.65
		52200	RETIREMENT	0.00	8,291.09	1,554.22	(8,291.09)
		52300	HEALTH INSUR	0.00	9,974.67	2,052.94	(9,974.67)
		52301	LIFE INSUR	0.00	210.56	43.24	(210.56)
		55210	UNIFORMS	0.00	600.00	0.00	(600.00)
		55545	PRO SHOP COST OF SALES	40,000.00	47,517.81	5,270.07	(7,517.81)
	4107261 Total			36,766.00	60,288.74	8,814.84	(23,522.74)
410 Total				36,766.00	60,288.74	8,814.84	(23,522.74)
Grand Total				36,766.00	60,288.74	8,814.84	(23,522.74)

	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL
Pro Shop Sales	82,400.00	75,862.83	10,798.80
Pro Shop Cost of Sales	119,166.00	136,151.57	19,613.64
Gross Profit/(Loss)	(36,766.00)	(60,288.74)	(8,814.84)
Gross Profit %	-30.85%	-44.28%	-44.94%

City of Fernandina Beach
Golf Course - Food and Beverage
Year to Date to June

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	4107262	34716	FOOD AND BEVERAGE	(335,212.00)	(242,416.15)	(21,922.97)	(92,795.85)
		34718	FACILITY RENTAL	0.00	(8,551.41)	(364.47)	8,551.41
		51200	SALARIES	50,000.00	56,984.32	6,476.11	(6,984.32)
		51350	PART TIME SALARIES	30,000.00	26,746.59	2,547.78	3,253.41
		51400	OVERTIME	0.00	3,430.55	203.94	(3,430.55)
		52100	FICA	8,420.00	6,428.03	672.34	1,991.97
		52200	RETIREMENT	10,520.00	12,419.58	1,492.28	(1,899.58)
		52300	HEALTH INSUR	14,784.00	15,858.76	1,846.88	(1,074.76)
		52301	LIFE INSUR	0.00	343.10	39.95	(343.10)
		53400	CONTRACTUAL	0.00	3,131.10	356.55	(3,131.10)
		54400	RENTALS/LEASES	2,640.00	1,980.00	660.00	660.00
		55200	OPERATING SUPPLIES	0.00	10,546.91	1,359.72	(10,546.91)
		55210	UNIFORMS	0.00	300.00	0.00	(300.00)
		55550	F&B COST OF SALES	133,702.00	87,111.19	7,656.14	46,590.81
		56401	NON CAP EQUIP	1,046.00	1,045.31	0.00	0.69
	4107262 Total			(84,100.00)	(24,642.12)	1,024.25	(59,457.88)
410 Total				(84,100.00)	(24,642.12)	1,024.25	(59,457.88)
Grand Total				(84,100.00)	(24,642.12)	1,024.25	(59,457.88)

	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL
Food and Beverage	335,212.00	250,967.56	22,287.44
Cost of Food and Beverage	251,112.00	226,325.44	23,311.69
Gross Profit/(Loss)	84,100.00	24,642.12	(1,024.25)
Gross Profit %	33.49%	10.89%	-4.39%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220		FAA GRANT					
	-365,125.00	-365,125.00	-142,500.00	-8,518.50	0.00	-222,625.00	39.0%
420 33323		FDOT GRANT					
	-627,326.00	-627,326.00	-482,916.44	-72,394.85	0.00	-144,409.56	77.0%
420 34704		RENTALS NON-TAXABLE					
	0.00	0.00	-356.00	-70.00	0.00	356.00	100.0%
420 34720		RENTALS					
	0.00	0.00	-3,215.00	-240.00	0.00	3,215.00	100.0%
420 34970		FUEL FLOW FEES					
	-24,800.00	-24,800.00	-31,217.92	-3,834.72	0.00	6,417.92	125.9%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-52,372.00	-52,372.00	-43,272.64	-4,831.38	0.00	-9,099.36	82.6%
420 34972		BUILDING LEASE					
	0.00	0.00	-3,647.91	-446.33	0.00	3,647.91	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-164,625.02	-19,827.95	0.00	-41,334.98	79.9%
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-66,571.00	-66,571.00	-52,651.44	-5,850.16	0.00	-13,919.56	79.1%
420 34975		RENT/LEASE PAYMENTS					
	-350,000.00	-350,000.00	-254,178.80	-27,354.89	0.00	-95,821.20	72.6%
420 34976		8 FLAGS RENT (TAXABLE)					
	-64,080.00	-64,080.00	-83,161.29	-8,767.23	0.00	19,081.29	129.8%
420 34978		8 FLAGS RENT NON-TAXABLE					
	-56,712.00	-56,712.00	-3,854.64	-367.00	0.00	-52,857.36	6.8%
420 34979		TRANSIENT REVENUE					
	0.00	0.00	-8,460.32	-821.82	0.00	8,460.32	100.0%
420 36110		INTEREST					
	0.00	0.00	-22,255.26	-3,559.80	0.00	22,255.26	100.0%
420 36990		OTHER REVENUE					
	-69,100.00	-69,100.00	-49,481.90	-2,425.62	0.00	-19,618.10	71.6%
420 36991		AIRCRAFT PARKING REVENUE					
	-2,004.00	-2,004.00	-6,548.76	-5,914.52	0.00	4,544.76	326.8%
420 36995		LATE FEES					
	0.00	0.00	-3,433.42	-134.94	0.00	3,433.42	100.0%
420 38101		FROM GENERAL FUND					
	-275,000.00	-275,000.00	-206,249.00	-22,917.00	0.00	-68,751.00	75.0%
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 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 51200		SALARIES					
	139,064.00	139,064.00	98,443.89	10,852.20	0.00	40,620.11	70.8%
420 51350		PART-TIME					
	15,080.00	15,080.00	10,632.07	1,134.66	0.00	4,447.93	70.5%
420 52100		FICA					
	11,792.00	11,792.00	7,788.91	868.04	0.00	4,003.09	66.1%
420 52200		RETIREMENT					
	29,259.00	29,259.00	20,712.59	2,283.30	0.00	8,546.41	70.8%
420 52300		HEALTH INSUR					
	28,573.00	28,573.00	18,818.53	2,345.49	0.00	9,754.47	65.9%
420 52301		LIFE INSUR					
	768.00	768.00	597.84	66.74	0.00	170.16	77.8%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	1,328.65	146.00	0.00	427.35	75.7%
420 52400		WORKERS' COMP					
	1,521.00	1,521.00	1,140.00	127.00	0.00	381.00	75.0%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	21,633.58	490.00	0.00	3,366.42	86.5%
420 53200		AUDITING					
	7,371.00	7,371.00	5,529.00	614.00	0.00	1,842.00	75.0%
420 53400		CONTRACTUAL					
	56,618.00	56,618.00	23,388.95	563.28	0.00	33,229.05	41.3%
420 54000		TRAINING/TRAVEL					
	3,210.00	3,210.00	560.00	0.00	0.00	2,650.00	17.4%
420 54100		COMM - PHONE/FAX/ALARM					
	2,988.00	2,988.00	1,676.61	418.59	0.00	1,311.39	56.1%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	916.74	101.81	0.00	1,083.26	45.8%
420 54103		COMMUNICATIONS-INTERNET					
	5,922.00	5,922.00	1,669.50	185.50	0.00	4,252.50	28.2%
420 54200		POSTAGE					
	100.00	100.00	11.71	0.00	0.00	88.29	11.7%
420 54300		UTILITIES ELECTRIC					
	34,500.00	34,400.00	13,383.72	2,459.97	0.00	21,016.28	38.9%
420 54310		UTILITIES-WATER & WASTEWATER					
	12,200.00	12,200.00	6,727.57	1,562.41	0.00	5,472.43	55.1%
420 54500		INSURANCE					
	66,499.00	66,499.00	49,870.00	5,543.00	0.00	16,629.00	75.0%
420 54610		R/M BLDG & GROUNDS					
	192,000.00	187,500.00	65,452.42	1,228.69	5,893.24	116,154.34	38.1%
420 54611		R/M FACILITIES					
	30,500.00	30,500.00	4,430.49	195.39	0.00	26,069.51	14.5%
420 54620		R/M EQUIPMENT					
	1,500.00	1,500.00	1,495.20	0.00	800.00	-795.20	153.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54630		R/M VEHICLES-LABOR					
	6,000.00	6,000.00	3,427.50	285.00	0.00	2,572.50	57.1%
420 54640		R/M VEHICLES-PARTS					
	8,000.00	8,000.00	3,159.74	279.62	0.00	4,840.26	39.5%
420 54700		PRINTING					
	650.00	650.00	14.25	0.00	0.00	635.75	2.2%
420 54800		PROMOTIONAL					
	750.00	5,250.00	4,820.74	0.00	0.00	429.26	91.8%
420 54910		BILLING COSTS					
	7,300.00	7,300.00	5,476.00	608.00	0.00	1,824.00	75.0%
420 55100		OFFICE SUPPLIES					
	2,300.00	2,300.00	-85.94	24.34	0.00	2,385.94	-3.7%
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	9,183.62	944.20	0.00	1,816.38	83.5%
420 55400		BOOKS/SUBS/DUES					
	525.00	625.00	605.00	0.00	0.00	20.00	96.8%
420 56300		IMPROVEMENTS					
	5,723,441.00	6,582,441.00	1,274,151.81	156,129.70	3,461,210.44	1,847,078.75	71.9%
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	0.00	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	-4,706,964.81	1,180.22	3,467,903.68	1,239,061.13	100.0%
TOTAL REVENUES	-6,843,352.00	-7,702,352.00	-6,412,025.76	-188,276.71	0.00	-1,290,326.24	
TOTAL EXPENSES	6,843,352.00	7,702,352.00	1,705,060.95	189,456.93	3,467,903.68	2,529,387.37	
GRAND TOTAL	0.00	0.00	-4,706,964.81	1,180.22	3,467,903.68	1,239,061.13	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-2,082,908.32	-236,149.20	0.00	-419,735.68	83.2%
440 34341		GARBAGE FEES - CITY OF FB					
	-400,800.00	-400,800.00	-320,181.47	-35,769.63	0.00	-80,618.53	79.9%
440 36110		INTEREST					
	0.00	0.00	-550.08	-188.05	0.00	550.08	100.0%
440 36990		OTHER REVENUE					
	-80,000.00	-80,000.00	-62,009.32	-2,166.39	0.00	-17,990.68	77.5%
440 38101		FROM GENERAL FUND					
	-60,000.00	-60,000.00	-45,000.00	-5,000.00	0.00	-15,000.00	75.0%
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	51,247.69	6,462.43	0.00	41,851.31	55.0%
440 51400		OVERTIME					
	10,000.00	10,000.00	8,041.02	629.58	0.00	1,958.98	80.4%
440 52100		FICA					
	5,754.00	5,754.00	4,555.16	536.56	0.00	1,198.84	79.2%
440 52200		RETIREMENT					
	23,191.00	23,191.00	12,663.67	1,492.15	0.00	10,527.33	54.6%
440 52300		HEALTH INSUR					
	50,023.00	50,023.00	11,608.19	1,648.82	0.00	38,414.81	23.2%
440 52301		LIFE INSUR					
	733.00	733.00	303.96	41.41	0.00	429.04	41.5%
440 52400		WORKERS' COMP					
	2,000.00	2,000.00	1,499.00	167.00	0.00	501.00	75.0%
440 53200		AUDITING					
	7,371.00	7,371.00	5,529.00	614.00	0.00	1,842.00	75.0%
440 53400		CONTRACTUAL					
	293,722.00	291,522.00	201,177.18	6,631.90	1.99	90,342.83	69.0%
440 53440		SANITATION SERVICES EXPENSE					
	2,274,903.00	2,274,903.00	1,670,056.85	216,639.38	0.00	604,846.15	73.4%
440 53444		RECYCLING SERVICES					
	20,000.00	20,000.00	14,999.00	1,667.00	0.00	5,001.00	75.0%
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	13,500.00	0.00	0.00	6,500.00	67.5%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 54440		LAND RENT					
	35,000.00	35,000.00	23,625.00	2,625.00	0.00	11,375.00	67.5%
440 54610		R/M BLDG & GROUNDS					
	5,000.00	5,000.00	1,583.94	0.00	0.00	3,416.06	31.7%
440 54620		R/M EQUIPMENT					
	0.00	2,200.00	2,200.00	2,200.00	0.00	0.00	100.0%
440 54630		R/M VEHICLES-LABOR					
	10,000.00	10,000.00	5,190.00	495.00	0.00	4,810.00	51.9%
440 54640		R/M VEHICLES-PARTS					
	15,000.00	15,000.00	10,146.91	5,378.44	0.00	4,853.09	67.6%
440 54910		BILLING COSTS					
	92,000.00	92,000.00	68,999.00	7,667.00	0.00	23,001.00	75.0%
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	473.83	36.80	0.00	26.17	94.8%
440 55210		UNIFORMS					
	1,200.00	1,200.00	1,040.24	0.00	0.00	159.76	86.7%
440 55230		GAS/OIL					
	18,000.00	18,000.00	19,696.82	3,348.05	0.00	-1,696.82	109.4%
440 55644		NON PROFIT KNB					
	5,000.00	5,000.00	1,852.28	0.00	0.00	3,147.72	37.0%
440 56401		NON CAP EQUIP					
	12,000.00	12,000.00	4,980.00	0.00	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	-375,680.45	-20,992.75	1.99	375,678.46	100.0%
TOTAL REVENUES	-3,047,282.00	-3,047,282.00	-2,510,649.19	-279,273.27	0.00	-536,632.81	
TOTAL EXPENSES	3,047,282.00	3,047,282.00	2,134,968.74	258,280.52	1.99	912,311.27	
GRAND TOTAL	0.00	0.00	-375,680.45	-20,992.75	1.99	375,678.46	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
			LY \$4,142,453.28				
450 34345		WASTEWATER CHARGES					
	-5,490,000.00	-5,490,000.00	-4,243,237.39	-498,080.23	0.00	-1,246,762.61	77.3%
450 34530		SEPTIC DUMPING					
	-50,000.00	-50,000.00	-33,780.42	-1,987.20	0.00	-16,219.58	67.6%
450 34535		WASTEWATER TAP FEES					
	-31,250.00	-31,250.00	-42,000.00	-7,000.00	0.00	10,750.00	134.4%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	-5,000.00	-5,000.00	-47,530.01	-6,700.01	0.00	42,530.01	950.6%
450 36110		INTEREST					
	-90,000.00	-90,000.00	-32,338.78	-4,574.58	0.00	-57,661.22	35.9%
450 36120		UNREALIZED GAIN					
	0.00	0.00	3,749.01	706.63	0.00	-3,749.01	100.0%
450 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-75,000.00	-75,000.00	0.00	75,000.00	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	440,443.68	48,886.05	0.00	183,296.32	70.6%
450 51350		PART-TIME					
	33,515.00	33,515.00	26,169.02	3,365.19	0.00	7,345.98	78.1%
450 51400		OVERTIME					
	119,200.00	119,200.00	74,574.80	9,317.16	0.00	44,625.20	62.6%
450 52100		FICA					
	61,997.00	61,997.00	40,099.72	4,552.18	0.00	21,897.28	64.7%
450 52200		RETIREMENT					
	131,235.00	131,235.00	108,005.69	12,245.93	0.00	23,229.31	82.3%
450 52300		HEALTH INSUR					
	185,626.00	185,626.00	92,796.85	10,774.47	0.00	92,829.15	50.0%
450 52301		LIFE INSUR					
	3,505.00	3,505.00	2,543.42	300.57	0.00	961.58	72.6%
450 52350		OPEB COSTS					
	15,361.00	15,361.00	11,521.00	1,280.00	0.00	3,840.00	75.0%
450 52400		WORKERS' COMP					
	12,098.00	12,098.00	9,074.00	1,008.00	0.00	3,024.00	75.0%
450 52500		UNEMPLOYMENT					
	0.00	0.00	2,475.00	0.00	0.00	-2,475.00	100.0%
450 53100		PROFESSIONAL SERVICES					
	175,000.00	151,000.00	4,301.00	0.00	0.00	146,699.00	2.8%
450 53200		AUDITING					
	15,561.00	15,561.00	11,670.00	1,297.00	0.00	3,891.00	75.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 53400		CONTRACTUAL					
	186,146.00	210,146.00	184,112.23	6,262.91	0.00	26,033.77	87.6%
450 54000		TRAINING/TRAVEL					
	28,075.00	28,075.00	7,958.34	5,530.34	0.00	20,116.66	28.3%
450 54100		COMM - PHONE/FAX/ALARM					
	3,612.00	3,612.00	745.16	186.04	0.00	2,866.84	20.6%
450 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	2,438.41	271.04	0.00	2,561.59	48.8%
450 54103		COMMUNICATIONS-INTERNET					
	3,635.00	3,635.00	2,608.23	344.16	0.00	1,026.77	71.8%
450 54200		POSTAGE					
	3,000.00	3,000.00	115.23	26.93	0.00	2,884.77	3.8%
450 54300		UTILITIES ELECTRIC					
	189,000.00	189,000.00	142,577.76	4,712.66	0.00	46,422.24	75.4%
450 54310		UTILITIES-WATER & WASTEWATER					
	35,000.00	35,000.00	30,970.27	2,317.98	0.00	4,029.73	88.5%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	689.29	0.00	0.00	7,110.71	8.8%
450 54500		INSURANCE					
	24,246.00	24,246.00	18,183.00	2,021.00	0.00	6,063.00	75.0%
450 54610		R/M BLDG & GROUNDS					
	38,700.00	48,700.00	35,875.34	9,188.56	8,497.50	4,327.16	91.1%
450 54611		R/M FACILITIES					
	49,500.00	49,500.00	22,318.36	11,750.99	0.00	27,181.64	45.1%
450 54620		R/M EQUIPMENT					
	119,000.00	119,000.00	67,853.70	34,199.07	15,215.09	35,931.21	69.8%
450 54630		R/M VEHICLES-LABOR					
	24,000.00	24,000.00	15,645.00	1,631.25	0.00	8,355.00	65.2%
450 54640		R/M VEHICLES-PARTS					
	35,000.00	35,000.00	40,832.60	2,692.26	0.00	-5,832.60	116.7%
450 54910		BILLING COSTS					
	200,000.00	200,000.00	149,999.00	16,667.00	0.00	50,001.00	75.0%
450 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	168,750.00	18,750.00	0.00	56,250.00	75.0%
450 55100		OFFICE SUPPLIES					
	1,100.00	1,100.00	910.30	103.50	0.00	189.70	82.8%
450 55200		OPERATING SUPPLIES					
	271,955.00	251,955.00	151,945.32	21,818.02	758.00	99,251.68	60.6%
450 55210		UNIFORMS					
	10,525.00	10,525.00	7,636.06	0.00	0.00	2,888.94	72.6%
450 55220		JANITORIAL SUPPLIES					
	2,500.00	2,500.00	908.67	0.00	0.00	1,591.33	36.3%
450 55230		GAS/OIL					
	28,000.00	28,000.00	20,683.92	2,204.57	0.00	7,316.08	73.9%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 55240		CHEMICALS					
	70,000.00	70,000.00	60,552.30	11,354.52	0.00	9,447.70	86.5%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	5,532.20	0.00	2,467.80	0.00	100.0%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	976.75	100.00	0.00	923.25	51.4%
450 56300		IMPROVEMENTS					
	540,000.00	1,325,000.00	653,364.82	308,517.18	579,218.40	92,416.78	93.0%
450 56400		MACH/EQUIP					
	100,000.00	110,000.00	30,817.04	0.00	77,103.00	2,079.96	98.1%
450 56401		EQUIP-NON CAPITAL					
	23,500.00	23,500.00	8,982.98	0.00	0.00	14,517.02	38.2%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	270,000.00	30,000.00	0.00	90,000.00	75.0%
450 59230		TRANSFER TO UTIL ACQ DS					
	417,048.00	417,048.00	312,786.00	34,754.00	0.00	104,262.00	75.0%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	1,125,000.00	125,000.00	0.00	375,000.00	75.0%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	450,000.00	50,000.00	0.00	150,000.00	75.0%
450 59990		RESERVE					
	4,641,064.00	3,856,064.00	0.00	0.00	0.00	3,856,064.00	.0%
TOTAL WASTEWATER	0.00	0.00	345,304.87	200,795.14	683,259.79	-1,028,564.66	100.0%
TOTAL REVENUES	-11,129,144.00	-11,129,144.00	-4,470,137.59	-592,635.39	0.00	-6,659,006.41	
TOTAL EXPENSES	11,129,144.00	11,129,144.00	4,815,442.46	793,430.53	683,259.79	5,630,441.75	
GRAND TOTAL	0.00	0.00	345,304.87	200,795.14	683,259.79	-1,028,564.66	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
			LY \$3,114,684.04				
460 34346		WATER CHARGES					
	-4,339,189.00	-4,339,189.00	-3,268,657.87	-445,241.90	0.00	-1,070,531.13	75.3%
460 34610		WATER TAP CHARGES					
	-53,560.00	-53,560.00	-57,335.84	-7,020.84	0.00	3,775.84	107.0%
460 34620		WATER METER INSTALLATION FEES					
	-37,801.00	-37,801.00	-14,419.60	-1,265.53	0.00	-23,381.40	38.1%
460 34621		WATER NONPAY RECONNECT FEE					
	-30,000.00	-30,000.00	-38,870.00	-4,696.25	0.00	8,870.00	129.6%
460 34910		MISCELLANEOUS FEES					
	-10,712.00	-10,712.00	-11,338.25	-1,000.00	0.00	626.25	105.8%
460 36110		INTEREST					
	-79,745.00	-79,745.00	-35,559.69	-4,042.81	0.00	-44,185.31	44.6%
460 36120		UNREALIZED GAIN					
	0.00	0.00	3,862.63	728.04	0.00	-3,862.63	100.0%
460 36323		EXTENSION CHARGES					
	-24,720.00	-24,720.00	-34,464.17	-254.17	0.00	9,744.17	139.4%
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	-16,368.92	-1,621.08	0.00	46.92	100.3%
460 38145		FROM WASTEWATER					
	-600,000.00	-600,000.00	-450,000.00	-50,000.00	0.00	-150,000.00	75.0%
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	418,786.04	49,320.76	0.00	142,916.96	74.6%
460 51400		OVERTIME					
	125,000.00	125,000.00	67,727.28	8,039.48	0.00	57,272.72	54.2%
460 52100		FICA					
	54,922.00	54,922.00	36,332.38	4,227.35	0.00	18,589.62	66.2%
460 52200		RETIREMENT					
	118,185.00	118,185.00	100,027.97	12,068.60	0.00	18,157.03	84.6%
460 52300		HEALTH INSUR					
	168,645.00	168,645.00	83,782.59	11,273.33	0.00	84,862.41	49.7%
460 52301		LIFE INSUR					
	3,325.00	3,325.00	2,399.35	297.74	0.00	925.65	72.2%
460 52350		OPEB COSTS					
	14,483.00	14,483.00	10,862.00	1,207.00	0.00	3,621.00	75.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52400		WORKERS' COMP					
	12,740.00	12,740.00	9,554.00	1,062.00	0.00	3,186.00	75.0%
460 53100		PROFESSIONAL SERVICES					
	143,000.00	140,000.00	11,675.00	200.00	0.00	128,325.00	8.3%
460 53200		AUDITING					
	10,647.00	10,647.00	7,986.00	887.00	0.00	2,661.00	75.0%
460 53400		CONTRACTUAL					
	103,714.00	103,714.00	54,569.25	3,726.29	14,130.00	35,014.75	66.2%
460 54000		TRAINING/TRAVEL					
	27,458.00	27,458.00	9,632.16	1,241.16	0.00	17,825.84	35.1%
460 54100		COMM - PHONE/FAX/ALARM					
	2,116.00	2,116.00	961.45	240.05	0.00	1,154.55	45.4%
460 54101		COMMUNICATIONS-CELLULAR					
	10,000.00	10,000.00	4,402.64	500.76	0.00	5,597.36	44.0%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	3,407.46	348.27	0.00	1,842.54	64.9%
460 54200		POSTAGE					
	1,825.00	1,825.00	405.19	21.83	0.00	1,419.81	22.2%
460 54300		UTILITIES ELECTRIC					
	297,000.00	297,000.00	113,546.53	10,380.89	0.00	183,453.47	38.2%
460 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	534.00	30.00	0.00	466.00	53.4%
460 54320		UTILITIES-PROPANE/OTHER					
	6,000.00	6,000.00	831.45	0.00	0.00	5,168.55	13.9%
460 54440		LAND RENT					
	25,000.00	25,000.00	14,223.78	1,580.42	0.00	10,776.22	56.9%
460 54500		INSURANCE					
	16,036.00	16,036.00	12,025.00	1,337.00	0.00	4,011.00	75.0%
460 54610		R/M BLDG & GROUNDS					
	84,000.00	84,000.00	37,836.96	1,980.02	6,203.70	39,959.34	52.4%
460 54611		R/M FACILITIES					
	24,500.00	24,500.00	11,311.31	147.40	0.00	13,188.69	46.2%
460 54620		R/M EQUIPMENT					
	239,000.00	170,120.00	12,071.89	1,494.93	20,550.00	137,498.11	19.2%
460 54630		R/M VEHICLES-LABOR					
	15,000.00	15,000.00	5,205.00	832.50	0.00	9,795.00	34.7%
460 54640		R/M VEHICLES-PARTS					
	20,000.00	20,000.00	12,706.11	2,129.09	0.00	7,293.89	63.5%
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	149,999.00	16,667.00	0.00	50,001.00	75.0%
460 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	168,750.00	18,750.00	0.00	56,250.00	75.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55100		OFFICE SUPPLIES					
	2,500.00	2,500.00	2,124.84	112.89	0.00	375.16	85.0%
460 55200		OPERATING SUPPLIES					
	264,255.00	254,255.00	141,591.47	33,455.77	28,980.00	83,683.53	67.1%
460 55210		UNIFORMS					
	11,100.00	11,100.00	8,576.33	0.00	0.00	2,523.67	77.3%
460 55220		JANITORIAL SUPPLIES					
	3,000.00	3,000.00	1,420.85	0.00	0.00	1,579.15	47.4%
460 55230		GAS/OIL					
	36,000.00	36,000.00	33,800.11	4,915.25	0.00	2,199.89	93.9%
460 55240		CHEMICALS					
	25,000.00	28,000.00	20,849.00	0.00	0.00	7,151.00	74.5%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	5,532.20	0.00	2,467.80	0.00	100.0%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	933.25	0.00	0.00	5,206.75	15.2%
460 56200		BUILDING					
	0.00	27,000.00	18,656.84	45.21	0.00	8,343.16	69.1%
460 56300		IMPROVEMENTS					
	670,000.00	738,880.00	42,359.45	17,269.72	447,999.86	248,520.69	66.4%
460 56400		MACH/EQUIP					
	327,500.00	327,500.00	166,314.00	0.00	125,356.73	35,829.27	89.1%
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	135,000.00	15,000.00	0.00	45,000.00	75.0%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,497,210.00	1,497,210.00	1,122,906.00	124,768.00	0.00	374,304.00	75.0%
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	-868,568.61	-168,856.83	645,688.09	222,880.52	100.0%
TOTAL REVENUES	-11,155,549.00	-11,155,549.00	-3,930,684.74	-514,414.54	0.00	-7,224,864.26	
TOTAL EXPENSES	11,155,549.00	11,155,549.00	3,062,116.13	345,557.71	645,688.09	7,447,744.78	
GRAND TOTAL	0.00	0.00	-868,568.61	-168,856.83	645,688.09	222,880.52	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-244,971.79	-14,206.00	0.00	-230,028.21	51.6%
470 33420		FEMA STATE					
	-734,000.00	-734,000.00	LY \$668,039.15	0.00	0.00	-734,000.00	.0%
470 34347		WATER DRAINAGE FEES					
	-875,000.00	-875,000.00	-678,152.80	-75,777.60	0.00	-196,847.20	77.5%
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	-140,375.00	-375.00	0.00	140,375.00	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	258,375.00	154,920.97	24,329.26	0.00	103,454.03	60.0%
470 51400		OVERTIME					
	20,000.00	20,000.00	11,920.43	2,592.55	0.00	8,079.57	59.6%
470 52100		FICA					
	25,802.00	25,802.00	12,804.99	2,122.71	0.00	12,997.01	49.6%
470 52200		RETIREMENT					
	54,619.00	54,619.00	35,505.75	5,853.72	0.00	19,113.25	65.0%
470 52300		HEALTH INSUR					
	91,056.00	91,056.00	33,057.97	3,062.84	0.00	57,998.03	36.3%
470 52301		LIFE INSUR					
	1,417.00	1,417.00	830.24	86.48	0.00	586.76	58.6%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	1,645.00	183.00	0.00	549.00	75.0%
470 52400		WORKERS' COMP					
	5,757.00	5,757.00	4,317.00	480.00	0.00	1,440.00	75.0%
470 53100		PROFESSIONAL SERVICES					
	115,000.00	100,000.00	63,201.91	19,938.10	1,325.00	35,473.09	64.5%
470 53200		AUDITING					
	6,552.00	6,552.00	4,914.00	546.00	0.00	1,638.00	75.0%
470 53400		CONTRACTUAL					
	75,918.00	75,918.00	44,885.91	341.02	0.00	31,032.09	59.1%
470 54000		TRAINING/TRAVEL					
	5,358.00	5,358.00	1,386.16	41.16	0.00	3,971.84	25.9%
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 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54101		COMMUNICATIONS-CELLULAR					
	2,500.00	2,500.00	1,802.75	199.35	0.00	697.25	72.1%
470 54103		COMMUNICATIONS-INTERNET					
	1,684.00	1,684.00	738.93	84.18	0.00	945.07	43.9%
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	2,607.40	601.80	0.00	992.60	72.4%
470 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	550.18	127.21	0.00	449.82	55.0%
470 54400		RENTALS/LEASES					
	7,500.00	25,500.00	12,659.80	3,135.00	0.00	12,840.20	49.6%
470 54500		INSURANCE					
	5,049.00	5,049.00	3,786.00	421.00	0.00	1,263.00	75.0%
470 54610		R/M BLDG & GROUNDS					
	1,500.00	1,500.00	255.00	0.00	0.00	1,245.00	17.0%
470 54611		R/M FACILITIES					
	4,100.00	4,100.00	3,754.78	79.99	0.00	345.22	91.6%
470 54620		R/M EQUIPMENT					
	5,000.00	5,000.00	51.98	0.00	1,486.67	3,461.35	30.8%
470 54630		R/M VEHICLES-LABOR					
	8,500.00	8,500.00	3,307.50	90.00	0.00	5,192.50	38.9%
470 54640		R/M VEHICLES-PARTS					
	10,000.00	10,000.00	5,609.93	1,161.70	0.00	4,390.07	56.1%
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	26,249.00	2,917.00	0.00	8,751.00	75.0%
470 55100		OFFICE SUPPLIES					
	3,000.00	3,000.00	330.27	96.18	0.00	2,669.73	11.0%
470 55200		OPERATING SUPPLIES					
	128,265.00	146,765.00	121,807.79	9,919.33	6,141.80	18,815.41	87.2%
470 55210		UNIFORMS					
	3,900.00	3,900.00	4,048.23	900.00	0.00	-148.23	103.8%
470 55230		GAS/OIL					
	12,000.00	12,000.00	11,247.90	1,936.68	0.00	752.10	93.7%
470 55400		BOOKS/SUBS/DUES					
	910.00	910.00	613.75	0.00	0.00	296.25	67.4%
470 56300		IMPROVEMENTS					
	2,161,850.00	2,161,850.00	348,113.33	14,018.52	2,249,504.75	-435,768.08	120.2%
470 56400		MACH/EQUIP					
	90,000.00	90,000.00	33,491.00	0.00	54,533.00	1,976.00	97.8%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 57100		PRINCIPAL					
	101,486.00	101,486.00	101,484.82	0.00	0.00	1.18	100.0%
470 57200		INTEREST					
	15,088.00	15,088.00	15,087.30	0.00	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	-83,367.04	4,906.18	2,312,991.22	-2,229,624.18	100.0%
	TOTAL REVENUES						
	-2,573,389.00	-2,573,389.00	-1,150,355.01	-90,358.60	0.00	-1,423,033.99	
	TOTAL EXPENSES						
	2,573,389.00	2,573,389.00	1,066,987.97	95,264.78	2,312,991.22	-806,590.19	
	GRAND TOTAL	0.00	-83,367.04	4,906.18	2,312,991.22	-2,229,624.18	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33120		FEMA GRANT					
	0.00	0.00	-4,961,951.19	0.00	0.00	4,961,951.19	100.0%
480 33400		STATE GRANT					
	-625,000.00	-670,000.00	-46,696.88	59,026.64	0.00	-623,303.12	7.0%
480 33410		FIND GRANT REVENUE					
	0.00	0.00	-486,321.62	0.00	0.00	486,321.62	100.0%
480 33420		FEMA STATE					
	0.00	0.00	-826,991.63	0.00	0.00	826,991.63	100.0%
480 34750		SLIP RENTALS - PERMANENT					
	-323,400.00	-348,400.00	-246,304.74	-27,604.50	0.00	-102,095.26	70.7%
480 34755		SLIP RENTALS - TRANSIENT					
	-830,925.00	-843,925.00	-745,615.97	-66,274.61	0.00	-98,309.03	88.4%
480 34757		SLIP RENTALS - NON-TAXABLE					
	-12,000.00	-12,000.00	-14,308.45	-1,369.20	0.00	2,308.45	119.2%
480 34759		DOCK STORE RENT					
	0.00	0.00	-2,450.53	-376.74	0.00	2,450.53	100.0%
480 34760		BUSINESS RENTALS					
	-26,320.00	-26,320.00	-18,354.08	-2,150.89	0.00	-7,965.92	69.7%
480 34762		MOORINGS-TAXABLE					
	-34,375.00	-34,375.00	-45,517.15	-4,280.76	0.00	11,142.15	132.4%
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	-1,038.23	-112.73	0.00	-4,811.77	17.7%
480 34770		FUEL-DIESEL					
	-1,150,733.00	-1,150,733.00	-1,333,247.43	-234,107.69	0.00	182,514.43	115.9%
480 34771		FUEL-GAS					
	-450,306.00	-450,306.00	-355,141.69	-67,074.72	0.00	-95,164.31	78.9%
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	12,202.78	1,664.90	0.00	-12,202.78	100.0%
480 34776		FUEL-DISCOUNTS GAS					
	0.00	0.00	2,888.77	391.26	0.00	-2,888.77	100.0%
480 36110		INTEREST					
	0.00	0.00	-2,148.20	0.00	0.00	2,148.20	100.0%
480 36215		NON-TAXABLE RENT					
	-7,476.00	-7,476.00	-7,468.96	-681.71	0.00	-7.04	99.9%
480 36990		OTHER REVENUE					
	-3,100.00	-3,100.00	-4,999.22	-561.11	0.00	1,899.22	161.3%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 38101		FROM GENERAL FUND					
	-855,980.00	-925,980.00	-748,555.00	-97,975.00	0.00	-177,425.00	80.8%
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	5,529.00	614.00	0.00	1,842.00	75.0%
480 53400		CONTRACTUAL					
	407,859.00	407,859.00	389,126.96	45,157.51	3,290.32	15,441.72	96.2%
480 54000		TRAINING/TRAVEL					
	200.00	200.00	954.07	394.96	0.00	-754.07	477.0%
480 54100		COMM - PHONE/FAX/ALARM					
	7,860.00	7,860.00	3,707.25	914.56	0.00	4,152.75	47.2%
480 54103		COMMUNICATIONS-INTERNET					
	11,753.00	11,753.00	3,458.83	349.82	0.00	8,294.17	29.4%
480 54200		POSTAGE					
	0.00	0.00	66.25	27.02	0.00	-66.25	100.0%
480 54300		UTILITIES ELECTRIC					
	16,200.00	16,200.00	7,385.33	936.86	0.00	8,814.67	45.6%
480 54310		UTILITIES-WATER & WASTEWATER					
	16,800.00	16,800.00	10,794.88	951.70	0.00	6,005.12	64.3%
480 54500		INSURANCE					
	427,010.00	427,010.00	326,831.08	39,957.00	0.00	100,178.92	76.5%
480 54610		R/M BLDG & GROUNDS					
	18,000.00	18,000.00	20,288.96	2,780.59	0.00	-2,288.96	112.7%
480 54611		R/M FACILITIES					
	15,000.00	15,000.00	4,398.30	317.78	0.00	10,601.70	29.3%
480 54620		R/M EQUIPMENT					
	3,000.00	3,000.00	20,994.21	-263.58	0.00	-17,994.21	699.8%
480 54630		R/M VEHICLES-LABOR					
	1,000.00	1,000.00	75.00	0.00	0.00	925.00	7.5%
480 54640		R/M VEHICLES-PARTS					
	1,000.00	1,000.00	24.09	0.00	0.00	975.91	2.4%
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	52,880.88	14,077.21	0.00	-27,380.88	207.4%
480 55100		OFFICE SUPPLIES					
	4,800.00	4,800.00	3,311.58	795.06	0.00	1,488.42	69.0%
480 55200		OPERATING SUPPLIES					
	85,022.00	85,022.00	103,191.40	16,511.30	0.00	-18,169.40	121.4%
480 55210		UNIFORMS					
	3,000.00	3,000.00	1,903.68	0.00	0.00	1,096.32	63.5%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 55220		JANITORIAL SUPPLIES					
	6,000.00	6,000.00	2,072.86	185.45	0.00	3,927.14	34.5%
480 55400		BOOKS/SUBS/DUES					
	0.00	0.00	132.81	25.00	0.00	-132.81	100.0%
480 55510		FUEL FOR RESALE					
	1,095,825.00	1,095,825.00	1,226,568.35	230,825.68	0.00	-130,743.35	111.9%
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	680,000.00	416,537.00	47,552.97	0.00	263,463.00	61.3%
480 56328		DREDGING-MARINA					
	0.00	660,000.00	649,500.00	0.00	0.00	10,500.00	98.4%
480 57100		PRINCIPAL					
	525,236.00	525,236.00	7,483,663.23	0.00	0.00	-6,958,427.23	1424.8%
480 57200		INTEREST					
	336,892.00	336,892.00	145,328.25	1,737.50	0.00	191,563.75	43.1%
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	-38,000.00	1,073,666.13	-37,638.47	3,290.32	-1,114,956.45	-2834.1%
TOTAL REVENUES							
	-1,646,497.00	-1,799,497.00	-9,832,069.42	-441,486.86	0.00	8,032,572.42	
TOTAL EXPENSES							
	1,646,497.00	1,761,497.00	10,905,735.55	403,848.39	3,290.32	-9,147,528.87	
GRAND TOTAL							
	0.00	-38,000.00	1,073,666.13	-37,638.47	3,290.32	-1,114,956.45	-2834.1%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36110	INTEREST						
	0.00	0.00	-1,144.46	-145.36	0.00	1,144.46	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	-606.24	-287.30	0.00	606.24	100.0%
510 38045	LABOR						
	0.00	0.00	-975.00	-247.50	0.00	975.00	100.0%
510 38053	GAS/OIL						
	-382,000.00	-382,000.00	-349,975.93	-51,823.69	0.00	-32,024.07	91.6%
510 38144	FROM SANITATION						
	-20,000.00	-20,000.00	-14,999.00	-1,667.00	0.00	-5,001.00	75.0%
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	-466,264.23	-54,170.85	0.00	-113,398.77	80.4%
TOTAL REVENUES							
	-579,663.00	-579,663.00	-466,264.23	-54,170.85	0.00	-113,398.77	
5101000 GENERAL FUND							
5101000 38040	PARTS						
	-270,000.00	-270,000.00	-140,234.44	-8,780.73	0.00	-129,765.56	51.9%
5101000 38045	LABOR						
	-180,000.00	-180,000.00	-135,000.00	-15,000.00	0.00	-45,000.00	75.0%
TOTAL GENERAL FUND							
	-450,000.00	-450,000.00	-275,234.44	-23,780.73	0.00	-174,765.56	61.2%
TOTAL REVENUES							
	-450,000.00	-450,000.00	-275,234.44	-23,780.73	0.00	-174,765.56	
5102400 FLEET BUILDING/PERMITTING							
5102400 38040	PARTS						
	0.00	0.00	-455.57	0.00	0.00	455.57	100.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

5102400 FLEET BUILDING/PERMITTING	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-455.57	0.00	0.00	455.57	100.0%
TOTAL REVENUES	0.00	0.00	-455.57	0.00	0.00	455.57	
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	-798.75	0.00	0.00	-1,201.25	39.9%
TOTAL FLEET BUILDING/PERMITTING	-4,500.00	-4,500.00	-798.75	0.00	0.00	-3,701.25	17.8%
TOTAL REVENUES	-4,500.00	-4,500.00	-798.75	0.00	0.00	-3,701.25	
5103900 CEMETERY							
5103900 38040 PARTS	-2,500.00	-2,500.00	-1,020.50	0.00	0.00	-1,479.50	40.8%
5103900 38045 LABOR	-2,000.00	-2,000.00	-1,275.00	0.00	0.00	-725.00	63.8%
TOTAL CEMETERY	-4,500.00	-4,500.00	-2,295.50	0.00	0.00	-2,204.50	51.0%
TOTAL REVENUES	-4,500.00	-4,500.00	-2,295.50	0.00	0.00	-2,204.50	
5104100 GOLF COURSE							
5104100 38040 PARTS	-500.00	-500.00	-186.16	0.00	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	0.00	0.00	-813.84	18.6%
TOTAL REVENUES	-1,000.00	-1,000.00	-186.16	0.00	0.00	-813.84	



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

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	-3,159.74	-279.62	0.00	-4,840.26	39.5%
5104200 38045	LABOR						
	-6,000.00	-6,000.00	-3,427.50	-285.00	0.00	-2,572.50	57.1%
TOTAL AIRPORT							
	-14,000.00	-14,000.00	-6,587.24	-564.62	0.00	-7,412.76	47.1%
TOTAL REVENUES							
	-14,000.00	-14,000.00	-6,587.24	-564.62	0.00	-7,412.76	
5104400 SANITATION							
5104400 38040	PARTS						
	0.00	0.00	-10,146.91	-5,378.44	0.00	10,146.91	100.0%
5104400 38045	LABOR						
	0.00	0.00	-5,190.00	-495.00	0.00	5,190.00	100.0%
TOTAL SANITATION							
	0.00	0.00	-15,336.91	-5,873.44	0.00	15,336.91	100.0%
TOTAL REVENUES							
	0.00	0.00	-15,336.91	-5,873.44	0.00	15,336.91	
5104500 WASTEWATER							
5104500 38040	PARTS						
	-35,000.00	-35,000.00	-40,832.60	-2,692.26	0.00	5,832.60	116.7%
5104500 38045	LABOR						
	-24,000.00	-24,000.00	-15,645.00	-1,631.25	0.00	-8,355.00	65.2%
TOTAL WASTEWATER							
	-59,000.00	-59,000.00	-56,477.60	-4,323.51	0.00	-2,522.40	95.7%
TOTAL REVENUES							
	-59,000.00	-59,000.00	-56,477.60	-4,323.51	0.00	-2,522.40	
5104600 WATER							
5104600 38040	PARTS						
	-20,000.00	-20,000.00	-12,509.01	-2,019.59	0.00	-7,490.99	62.5%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

5104600 WATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104600 38045	LABOR						
	-16,000.00	-16,000.00	-5,205.00	-832.50	0.00	-10,795.00	32.5%
TOTAL WATER	-36,000.00	-36,000.00	-17,714.01	-2,852.09	0.00	-18,285.99	49.2%
TOTAL REVENUES	-36,000.00	-36,000.00	-17,714.01	-2,852.09	0.00	-18,285.99	
5104700 STORMWATER							
5104700 38040	PARTS						
	-10,000.00	-10,000.00	-5,565.11	-1,116.88	0.00	-4,434.89	55.7%
5104700 38045	LABOR						
	-8,500.00	-8,500.00	-3,307.50	-90.00	0.00	-5,192.50	38.9%
TOTAL STORMWATER	-18,500.00	-18,500.00	-8,872.61	-1,206.88	0.00	-9,627.39	48.0%
TOTAL REVENUES	-18,500.00	-18,500.00	-8,872.61	-1,206.88	0.00	-9,627.39	
5104800 MARINA							
5104800 38040	PARTS						
	-1,000.00	-1,000.00	-24.09	0.00	0.00	-975.91	2.4%
5104800 38045	LABOR						
	-1,500.00	-1,500.00	-75.00	0.00	0.00	-1,425.00	5.0%
TOTAL MARINA	-2,500.00	-2,500.00	-99.09	0.00	0.00	-2,400.91	4.0%
TOTAL REVENUES	-2,500.00	-2,500.00	-99.09	0.00	0.00	-2,400.91	
GRAND TOTAL	-1,169,663.00	-1,169,663.00	-850,322.11	-92,772.12	0.00	-319,340.89	72.7%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
	175,962.00	171,954.00	112,319.71	16,682.23	0.00	59,634.29	65.3%
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	8,758.71	341.19	0.00	-1,758.71	125.1%
510 52100		FICA					
	15,371.00	15,371.00	9,358.76	1,277.05	0.00	6,012.24	60.9%
510 52200		RETIREMENT					
	37,021.00	37,021.00	25,338.74	3,581.74	0.00	11,682.26	68.4%
510 52300		HEALTH INSUR					
	44,973.00	44,973.00	18,084.21	3,434.26	0.00	26,888.79	40.2%
510 52301		LIFE INSUR					
	1,069.00	1,069.00	639.87	115.85	0.00	429.13	59.9%
510 52400		WORKERS' COMP					
	3,705.00	3,705.00	2,778.00	309.00	0.00	927.00	75.0%
510 53200		AUDITING					
	2,457.00	2,457.00	1,842.00	205.00	0.00	615.00	75.0%
510 53400		CONTRACTUAL					
	25,570.00	25,570.00	17,050.93	473.97	0.00	8,519.07	66.7%
510 54000		TRAINING/TRAVEL					
	4,350.00	4,350.00	3,278.58	0.00	0.00	1,071.42	75.4%
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	225.00	25.00	0.00	425.00	34.6%
510 54103		COMMUNICATIONS-INTERNET					
	1,684.00	1,684.00	1,008.72	112.08	0.00	675.28	59.9%
510 54300		UTILITIES ELECTRIC					
	4,225.00	4,225.00	2,463.72	410.59	0.00	1,761.28	58.3%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,100.00	2,100.00	1,636.26	206.66	0.00	463.74	77.9%
510 54500		INSURANCE					
	13,150.00	13,150.00	9,865.00	1,095.00	0.00	3,285.00	75.0%
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	3,284.15	0.00	0.00	20,526.85	13.8%
510 54620		R/M EQUIPMENT					
	7,500.00	7,500.00	1,949.02	0.00	0.00	5,550.98	26.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54630		R/M VEHICLES-LABOR					
	2,500.00	2,500.00	975.00	247.50	0.00	1,525.00	39.0%
510 54640		R/M VEHICLES-PARTS					
	3,000.00	3,000.00	1,459.05	123.20	0.00	1,540.95	48.6%
510 55100		OFFICE SUPPLIES					
	200.00	200.00	129.30	19.99	0.00	70.70	64.7%
510 55200		OPERATING SUPPLIES					
	9,065.00	9,065.00	4,745.66	309.98	0.00	4,319.34	52.4%
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	3,530.37	484.28	0.00	1,469.63	70.6%
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	292,382.35	46,521.14	0.00	12,617.65	95.9%
510 58700		VEHICLE PARTS/SRVS COSTS					
	315,000.00	315,000.00	202,895.30	31,056.06	0.00	112,104.70	64.4%
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	730,905.50	107,031.77	35,688.57	403,068.93	65.5%
TOTAL EXPENSES	1,169,663.00	1,169,663.00	730,905.50	107,031.77	35,688.57	403,068.93	
GRAND TOTAL	1,169,663.00	1,169,663.00	730,905.50	107,031.77	35,688.57	403,068.93	65.5%

** END OF REPORT - Generated by Marileida Hernandez **

Revenues	(\$ 850,322)
Expenses	\$ 730,906
Net	(\$ 119,416)



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-19,508.00	-2,625.50	0.00	-12,492.00	61.0%
520 36110		INTEREST					
	0.00	0.00	-1,824.73	-225.86	0.00	1,824.73	100.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-27.00	0.00	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	-21,359.73	-2,851.36	0.00	-250,868.27	7.8%
TOTAL REVENUES	-272,228.00	-272,228.00	-21,359.73	-2,851.36	0.00	-250,868.27	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-5,476.00	-608.00	0.00	-1,824.00	75.0%
TOTAL AIRPORT	-7,300.00	-7,300.00	-5,476.00	-608.00	0.00	-1,824.00	75.0%
TOTAL REVENUES	-7,300.00	-7,300.00	-5,476.00	-608.00	0.00	-1,824.00	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-68,999.00	-7,667.00	0.00	-23,001.00	75.0%
TOTAL SANITATION	-92,000.00	-92,000.00	-68,999.00	-7,667.00	0.00	-23,001.00	75.0%
TOTAL REVENUES	-92,000.00	-92,000.00	-68,999.00	-7,667.00	0.00	-23,001.00	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-200,000.00	-200,000.00	-149,999.00	-16,667.00	0.00	-50,001.00	75.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

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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	-149,999.00	-16,667.00	0.00	-50,001.00	75.0%
TOTAL REVENUES							
-200,000.00		-200,000.00	-149,999.00	-16,667.00	0.00	-50,001.00	
5204600 WATER							
5204600 38052	CHARGES FOR UB SERVICES						
-200,000.00	-200,000.00		-149,999.00	-16,667.00	0.00	-50,001.00	75.0%
TOTAL WATER							
-200,000.00		-200,000.00	-149,999.00	-16,667.00	0.00	-50,001.00	75.0%
TOTAL REVENUES							
-200,000.00		-200,000.00	-149,999.00	-16,667.00	0.00	-50,001.00	
5204700 STORMWATER							
5204700 38052	CHARGES FOR UB SERVICES						
-35,000.00	-35,000.00		-26,249.00	-2,917.00	0.00	-8,751.00	75.0%
TOTAL STORMWATER							
-35,000.00		-35,000.00	-26,249.00	-2,917.00	0.00	-8,751.00	75.0%
TOTAL REVENUES							
-35,000.00		-35,000.00	-26,249.00	-2,917.00	0.00	-8,751.00	
GRAND TOTAL							
-806,528.00		-806,528.00	-422,081.73	-47,377.36	0.00	-384,446.27	52.3%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	259,121.00	259,121.00	183,051.81	22,067.62	0.00	76,069.19	70.6%
520 51400		OVERTIME					
	2,000.00	2,000.00	1,999.86	259.91	0.00	0.14	100.0%
520 52100		FICA					
	19,823.00	19,823.00	13,885.35	1,668.28	0.00	5,937.65	70.0%
520 52200		RETIREMENT					
	54,519.00	54,519.00	39,059.39	4,697.73	0.00	15,459.61	71.6%
520 52300		HEALTH INSUR					
	50,844.00	50,844.00	34,235.83	4,936.70	0.00	16,608.17	67.3%
520 52301		LIFE INSUR					
	1,488.00	1,488.00	1,076.30	128.31	0.00	411.70	72.3%
520 52400		WORKERS' COMP					
	396.00	396.00	297.00	33.00	0.00	99.00	75.0%
520 53400		CONTRACTUAL					
	35,327.00	35,327.00	24,579.77	3,785.71	0.00	10,747.23	69.6%
520 54000		TRAINING/TRAVEL					
	3,575.00	3,575.00	2,864.05	205.83	0.00	710.95	80.1%
520 54100		COMM - PHONE/FAX/ALARM					
	1,032.00	1,032.00	372.58	93.02	0.00	659.42	36.1%
520 54103		COMMUNICATIONS-INTERNET					
	1,684.00	1,684.00	1,008.72	112.08	0.00	675.28	59.9%
520 54200		POSTAGE					
	45,000.00	45,000.00	36,256.00	3,999.00	0.00	8,744.00	80.6%
520 54300		UTILITIES ELECTRIC					
	3,675.00	3,675.00	1,939.78	281.82	0.00	1,735.22	52.8%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	417.27	50.91	0.00	682.73	37.9%
520 54610		R/M BLDG & GROUNDS					
	750.00	750.00	0.00	0.00	0.00	750.00	.0%
520 54611		R/M FACILITIES					
	11,500.00	11,500.00	3,685.96	0.00	0.00	7,814.04	32.1%
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	5,146.33	673.50	0.00	2,140.67	70.6%
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	2,597.95	410.20	0.00	1,396.05	65.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55200		OPERATING SUPPLIES					
	57,345.00	57,345.00	2,971.27	358.50	0.00	54,373.73	5.2%
520 55210		UNIFORMS					
	700.00	700.00	700.00	0.00	0.00	0.00	100.0%
520 55220		JANITORIAL SUPPLIES					
	685.00	685.00	207.27	0.00	0.00	477.73	30.3%
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	357,463.30	43,762.12	0.00	449,064.70	44.3%
TOTAL EXPENSES							
	806,528.00	806,528.00	357,463.30	43,762.12	0.00	449,064.70	
GRAND TOTAL							
	806,528.00	806,528.00	357,463.30	43,762.12	0.00	449,064.70	44.3%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 36110		INTEREST					
	0.00	0.00	-836.95	-65.75	0.00	836.95	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	-836.95	-65.75	0.00	-192,231.05	.4%
TOTAL REVENUES	-193,068.00	-193,068.00	-836.95	-65.75	0.00	-192,231.05	
5304500 WASTE WATER							
5304500 38054		CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-168,750.00	-18,750.00	0.00	-56,250.00	75.0%
TOTAL WASTE WATER	-225,000.00	-225,000.00	-168,750.00	-18,750.00	0.00	-56,250.00	75.0%
TOTAL REVENUES	-225,000.00	-225,000.00	-168,750.00	-18,750.00	0.00	-56,250.00	
5304600 WATER							
5304600 38054		CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-168,750.00	-18,750.00	0.00	-56,250.00	75.0%
TOTAL WATER	-225,000.00	-225,000.00	-168,750.00	-18,750.00	0.00	-56,250.00	75.0%
TOTAL REVENUES	-225,000.00	-225,000.00	-168,750.00	-18,750.00	0.00	-56,250.00	
GRAND TOTAL	-643,068.00	-643,068.00	-338,336.95	-37,565.75	0.00	-304,731.05	52.6%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL							
610 36110		INTEREST					
	-375,000.00	-375,000.00	-279,311.94	0.00	0.00	-95,688.06	74.5%
610 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	-426,653.85	0.00	0.00	371,653.85	775.7%
610 36130		INCOME/LOSS/REALIZED G/L					
	-60,000.00	-60,000.00	-40,978.48	0.00	0.00	-19,021.52	68.3%
610 36700		GAIN/LOSS ON INVESTMENT					
	-500,000.00	-500,000.00	-418,686.21	0.00	0.00	-81,313.79	83.7%
610 36840		CONTRIBUTIONS FROM CITY					
	-1,474,111.00	-1,474,111.00	-1,204,324.98	0.00	0.00	-269,786.02	81.7%
610 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-462,412.00	-462,412.00	-344,497.03	0.00	0.00	-117,914.97	74.5%
610 36990		OTHER REVENUE					
	0.00	0.00	3,073.04	0.00	0.00	-3,073.04	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	59,547.60	0.00	0.00	57,887.40	50.7%
610 53401		CONTRACTUAL AMERICAN CORE REA					
	26,400.00	26,400.00	16,184.62	0.00	0.00	10,215.38	61.3%
610 53404		INVESTMENT EXPENSE					
	35,765.00	35,765.00	22,545.28	0.00	0.00	13,219.72	63.0%
610 53600		RETIREE BENEFITS					
	1,790,000.00	1,790,000.00	1,309,154.87	0.00	0.00	480,845.13	73.1%
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	-1,303,947.08	0.00	0.00	1,303,947.08	100.0%
		TOTAL REVENUES					
	-27,091,689.00	-27,091,689.00	-2,711,379.45	0.00	0.00	-24,380,309.55	
		TOTAL EXPENSES					
	27,091,689.00	27,091,689.00	1,407,432.37	0.00	0.00	25,684,256.63	
		GRAND TOTAL					
	0.00	0.00	-1,303,947.08	0.00	0.00	1,303,947.08	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	-254,236.30	0.00	0.00	-195,763.70	56.5%
620 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	-488,594.92	0.00	0.00	433,594.92	888.4%
620 36130		INCOME/LOSS/REALIZED G/L					
	-70,000.00	-70,000.00	-46,927.68	0.00	0.00	-23,072.32	67.0%
620 36700		GAIN/LOSS ON INVESTMENT					
	-500,000.00	-500,000.00	-962,327.53	0.00	0.00	462,327.53	192.5%
620 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-383,810.00	-383,810.00	-254,639.78	0.00	0.00	-129,170.22	66.3%
620 36990		OTHER REVENUE					
	0.00	0.00	-6,934.21	0.00	0.00	6,934.21	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	-2,016,957.09	0.00	0.00	-27,973,322.91	6.7%
TOTAL REVENUES							
	-29,990,280.00	-29,990,280.00	-2,016,957.09	0.00	0.00	-27,973,322.91	
6202100 POLICE							
6202100 36840		CONTRIBUTIONS FROM CITY					
	-685,374.00	-685,374.00	-518,357.07	0.00	0.00	-167,016.93	75.6%
TOTAL POLICE							
	-685,374.00	-685,374.00	-518,357.07	0.00	0.00	-167,016.93	75.6%
TOTAL REVENUES							
	-685,374.00	-685,374.00	-518,357.07	0.00	0.00	-167,016.93	
6202200 FIRE							
6202200 36840		CONTRIBUTIONS FROM CITY					
	-595,653.00	-595,653.00	-407,280.56	0.00	0.00	-188,372.44	68.4%



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

FOR 2022 09

6202200 FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE	-595,653.00	-595,653.00	-407,280.56	0.00	0.00	-188,372.44	68.4%
TOTAL REVENUES	-595,653.00	-595,653.00	-407,280.56	0.00	0.00	-188,372.44	
GRAND TOTAL	-31,271,307.00	-31,271,307.00	-2,942,594.72	0.00	0.00	-28,328,712.28	9.4%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

	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	62,138.65	0.00	0.00	58,561.35	51.5%
620 53401		CONTRACTUAL-AMERICAN CORE REA					
	21,630.00	21,630.00	18,534.28	0.00	0.00	3,095.72	85.7%
620 53404		INVESTMENT EXPENSE					
	53,000.00	53,000.00	35,346.56	0.00	0.00	17,653.44	66.7%
620 53600		RETIREE BENEFITS					
	1,868,000.00	1,868,000.00	967,435.23	0.00	0.00	900,564.77	51.8%
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	1,083,454.72	0.00	0.00	30,187,852.28	3.5%
TOTAL EXPENSES							
	31,271,307.00	31,271,307.00	1,083,454.72	0.00	0.00	30,187,852.28	
GRAND TOTAL							
	31,271,307.00	31,271,307.00	1,083,454.72	0.00	0.00	30,187,852.28	3.5%

** END OF REPORT - Generated by Marileida Hernandez **

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Proposed FY 2022/2023 Budget

ITEM TYPE: Presentation

REQUESTED ACTION: None

SYNOPSIS: City Manager Martin will provide a presentation regarding the proposed FY 2022/2023 Budget.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 7/11/2022



Date: January 28, 2022

Submitted By: Monica Benischeck, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: (Quasi-Judicial) Roadway Standards Variance Request

ITEM TYPE: Discussion

REQUESTED ACTION: Consider Resolution 2022-123.

SYNOPSIS: The subject properties are 1920, 1924, 1944 and 1952 First Avenue, owned by 1920-1944 First Avenue, LLC (Daniel I. McCranie, Jr. PE, its member) (collectively referred to as the "Owner") who has filed a request for five variances to deviate from Section 7.01.02 (B)(2) of the LDC. The subject properties are located adjacent to an unimproved right-of-way, North First Avenue. The owner argues that a standard roadway constructed in compliance with the LDC will require the removal of twenty three additional trees and impact the existing topography in a much greater amount than if allowed to deviate from the LDC and City roadway standards. The City staff has analyzed the application for five variances made by the owner using the six criteria in Section 10.02.02(a) of the LDC, and the City staff finds that this application does not meet all criteria and recommends denial of all five variances.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): N/A

Kelly Gibson, Planning Director	7/5/2022
Monica Benischeck, Administrative Services Manager	7/5/2022
Dale Martin, City Manager	7/8/2022
Tammi E. Bach, City Attorney	7/12/2022

Date: June 08, 2022

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2022-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, **APPROVING/DENYING** VARIANCE REQUESTS TO DEVIATE FROM ROADWAY STANDARDS REFERENCED IN SECTION 7.01.02(B)(2) OF THE CITY LAND DEVELOPMENT CODE, FILED BY 1920-1944 FIRST AVENUE, LLC, DANIEL I. MCCRANIE, JR., PE; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 7.01.02(B)(2) of the City Land Development Code (“LDC”) provides that City Roadway Standards apply to all new roadway construction and existing unimproved rights-of-way; and

WHEREAS, the subject properties are 1920, 1924, 1944 and 1952 First Avenue, owned by 1920-1944 First Avenue, LLC (Daniel I. McCranie, Jr., PE, its member) (collectively referred to as the “Owner”) who has filed a request for five (5) variances to deviate from Section 7.01.02(B)(2) of the LDC; and

WHEREAS, the subject properties are located adjacent to an unimproved right-of-way, North First Avenue; and

WHEREAS, the Owner argues that a standard roadway constructed in compliance with the LDC will require the removal of 23 additional trees and impact the existing topography in a much greater amount than if allowed to deviate from the LDC and City Roadway Standards; and

WHEREAS, the City staff has analyzed the application for five variances made by the Owner using the six criteria in Section 10.02.02(a) of the LDC, and City staff finds that this application does not meet all six criteria and recommends denial of all five variances.

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

SECTION 1. Variance #1 requesting the City Commission to reduce the required width of pavement for the road from 20 feet to 14 feet, is hereby **approved/denied** because _____.

SECTION 2. Variance #2 requesting the City Commission to allow the change from Miami-type curb and gutter to a 1 inch concrete ribbon curb on each side, is hereby **approved/denied** because _____.

SECTION 3. Variance #3 requesting the City Commission to eliminate the requirement for a centerline stripe along the roadway, is hereby **approved/denied** because _____.

SECTION 4. Variance #4 requesting the City Commission eliminate the requirement for a dead end longer than 150 feet to have an approved turnaround, is hereby **approved/denied** because _____.

SECTION 5. Variance #5 requesting the City Commission allow the change from the required asphalt roadway material to a compacted coquina surface, is hereby approved/denied because _____.

SECTION 6. This Resolution shall become effective immediately upon passage.

ADOPTED this 19th day of July, 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

Print

Board of Adjustment (BOA) - Submission #9340

Date Submitted: 6/3/2022

BOARD OF ADJUSTMENT (BOA)

USE THIS FORM TO Apply for a variance to obtain relief from the design standards of this Land Development Code (LDC) where otherwise hardship would occur. A person who is adversely affected by any administrative decision may appeal such decision to the BOA.

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.



Residential Properties \$2,500



Non-Residential properties \$5,000



Administrative Appeals \$500

2022 Submission Deadlines + Board Meetings Calendar



Application Requirements



A complete application filed at least forty-five (45) days before the date of the Board of Adjustment's public hearing;



A current signed, sealed, scaled survey of the property (no older than two years from date of application);



Proof of ownership (copy of deed or tax statement)



If applying as an agent, Owner's Authorization for Agent Representation form must be signed/ notarized and submitted as part of the application;



A detailed letter stating the reasons for the request;



Materials as needed to illustrate the nature of the request, including but not limited to, site plans, architectural drawings, photographs, etc. (Site plans must be dimensioned and to scale).

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you must meet with the applicable planner prior to submitting your application. Completed Board applications are **due forty-five (45) days prior** to the meeting date. Cases in the historic districts or Community Redevelopment Area are heard by the Historic District Council, please use the HDC Variance Application. Cases in all other areas of the City are heard by the Board of Adjustment.

Please see the Land Development Code (LDC) for detailed information:



Procedures for Variances " LDC Section 10.02.04.



Expiration of Variance Approval " LDC Section 10.02.04(C).



Appeals on a Variance " LDC Section 10.02.04(D).



Appeals of Administrative Action " LDC 11.07.00

The LDC is available for review at

www.fbfl.us/LDC

Appeals

Any person aggrieved by any decision of the BOA regarding a variance may present to a court of record a petition, duly verified, setting forth that the decision is illegal, in whole or in part, specifying the grounds of the illegality. The petition shall be presented to the court within thirty (30) days after the filing of the decision at the office of the Board; otherwise, the decision of the Board shall be final.

Limitations on the Grant of a Variance



1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.



2. A variance shall not be granted which authorizes any use or standard that is prohibited by the City's Comprehensive Plan.



3. No nonconforming use of adjacent lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts, shall be considered g



4. A variance shall not change the requirements for concurrency.



5. A variance shall not be granted to permit the use of a single media peonia for the construction of a dwelling unit.



6. A variance shall not be granted if the evidence submitted by an applicant is solely a demonstration of financial hardship or economic considerations.



7. A variance shall not be granted for procedure or process components of this Land Development Code.



8. A variance shall not be granted to deviate from LDC section 4.02.02 to combine two (2) or more lots which would result in a lot width greater than 100 feet for lots or parcels that abut Ocean Ave



9. A variance will not be granted which authorizes the filling of wetlands prohibited by Land Development Code Section 3.03.03(A)



10. No variance shall be granted to exceed the maximum building height of 35 feet for a building on any lot within 800 feet of the mean highwater line of the Atlantic Ocean under LDC Section 4.02.03(D)



11. A variance shall not be granted for any residential or residential mixed-use structure to exceed the maximum building height requirements contained in Table 4.02.03(E).



12. A variance shall not be granted to exceed the minimum side yard setbacks listed in Table 4.02.03(E) for any building within 800 feet of the mean high-water mark of the Atlantic Ocean.

REVIEW TYPE*



Variance



Appeal of Administrative Decision

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

4/18/2022

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser's Website's Map Search](#)

Site Address*

1952 1st Avenue

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

20-3N-29-0000-0030-0000, 20-3N-29-0000-0030-0010, 20-3N-29-0000-0031-0000, 20-3N-29-0000-0031-0010

Zoning District*

R-3

Future Land Use Designation*

High Density Residential

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

First Avenue Amelia II, LLC

Last Name*

First Avenue Amelia II, LLC

Company (if applicable)

Mailing Address*

95094 Arbor Lane

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

9043358685

E-mail Address*

dan@mccranie-engineers.com

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included

First Name

Last Name

Company (if applicable)

Mailing Address

City

State

Zip

Telephone Number

E-mail Address

PROJECT INFORMATION

Variance Requested from LDC Section(s)*

COFB Roadway Standards

Summary of Request (more detailed information to be provided in required letter of intent)*

The owners of the 4 lots would like to construct a 16'™ wide (14'™ plus 1'™ wide flat curb on either side) roadway/driveway within the 1st Avenue right-of-way. The proposed design would meander around exiting trees and follow the existing topography to the greatest extent possible. This request requires the following:  Opening 1st Avenue for +/- 200'™ from its current ending  Variance to the COFB Roadway Standards for pavement width  Variance to the COFB Roadway Standards for curb type  Variance to the COFB Roadway Standards for pavement marking  Variance to the COFB Roadway Standards for length of dead end If the variances are not approved, the owners will be required to construct a  standard roadway along 1st Avenue. While this is possible, the additional width, with the added sidewalk and the turnaround, will impact the existing topography in a much greater amount, and will require the removal of 23 additional trees (315 inches of trees). We believe that it is in the best interest of the community, the environment and the City in general, to approve the requested variances. Variance #1 Variance to Ordinance 2019-18, Drawing #2 of 15, Pavement width. The required pavement width per the Drawing #2 of 15 is 20'™ wide. First Avenue Amelia II, LLC is requesting a variance from 20'™ wide to 14'™ wide. This is the preferred minimum width to meet the fire safety standards (NFPA 1141: A.1.3.1) Variance #2 Variance to Ordinance 2019-18, Drawing #2 of 15, Pavement width. The required curbing type per the Drawing #2 of 15 is miami type curb and gutter. First Avenue Amelia II, LLC is requesting a variance from miami type curb and gutter wide to a 1'™ concrete ribbon curb (as shown in Drawing #5 of 15). This will protect the asphalt edge, add an additional 2'™ to the width of the road/driveway, and minimize the side slope impacts by lowering the back curb height. Variance #3 Variance to Ordinance 2019-18, Roadway Construction Notes, #26. A centerline stripe is required for all roadway extensions. First Avenue Amelia II, LLC is requesting a variance to not be required to place a centerline stripe along the road/driveway. The proposed extension will act as more of a driveway, with only occasional 2-way traffic, and with very low speeds (under 15 MPH). Variance #4 Variance to Ordinance 2019-18, Roadway Construction Notes, #38. A turnaround is required for all dead end roadway extensions, exceeding 150'™. First Avenue Amelia II, LLC is requesting a variance to increase the length from 150'™ to 200'™. To mitigate this request, the owners will improve the existing turnaround at the current end of 1st Avenue. We have met with the Deputy Chief/Fire Marshal, and he has agreed that this will meet his standards. The proposed residential driveways will also be able to serve as turnaround locations. In addition to these requested variances, First Avenue Amelia II, LLC also request the ability to use the pavement standards from the Old Town Typical Section. This would allow the use of a coquina surface, which would further lower the environmental impacts to the area.

REQUIRED FINDINGS FOR A GRANT OF A VARIANCE

In order for an application for a variance to be approved or approved with conditions, the BOA must make a positive finding with regard to each of the provisions below. The applicant has the burden of proof of demonstrating that the application for a variance complies with each of the requirements. Please explain in detail how your case meets the following requirements:

1. Special Conditions: Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.*

If the variances are not approved, the owners will be required to construct a "standard" roadway along 1st Avenue. While this is possible, the additional width, with the added sidewalk and the turnaround, will impact the existing topography in a much greater amount, and will require the removal of 23 additional trees (315 inches of trees). We believe that it is in the best interest of the community, the environment and the City in general, to approve the requested variances.

2. Special Privilege: Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.*

The 4 lots have an easement along the north, south and west side of the existing 7 townhomes. This access is for vehicles, pedestrians, and utilities. 1st Avenue (along the western boundary of the 4 lots) is wooded and unimproved. We have met with Jason Higginbotham, Deputy Chief/Fire Marshal, and have been told that the current fire safety requirements, require a 14' minimum (16' preferable) width driveway to each new townhome/home.

3. Literal Interpretation: Literal interpretation of the provisions of the Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.*

Variance #1 Variance to Ordinance 2019-18, Drawing #2 of 15, Pavement width. The required pavement width per the Drawing #2 of 15 is 20' wide. First Avenue Amelia II, LLC is requesting a variance from 20' wide to 14' wide. This is the preferred minimum width to meet the fire safety standards (NFPA 1141: A.1.3.1) Variance #2 Variance to Ordinance 2019-18, Drawing #2 of 15, Pavement width. The required curbing type per the Drawing #2 of 15 is miami type curb and gutter. First Avenue Amelia II, LLC is requesting a variance from miami type curb and gutter wide to a 1' concrete ribbon curb (as shown in Drawing #5 of 15). This will protect the asphalt edge, add an additional 2' to the width of the road/driveway, and minimize the side slope impacts by lowering the back curb height. Variance #3 Variance to Ordinance 2019-18, Roadway Construction Notes, #26. A centerline stripe is required for all roadway extensions. First Avenue Amelia II, LLC is requesting a variance to not be required to place a centerline stripe along the road/driveway. The proposed extension will act as more of a driveway, with only occasional 2-way traffic, and with very low speeds (under 15 MPH). Variance #4 Variance to Ordinance 2019-18, Roadway Construction Notes, #38. A turnaround is required for all dead end roadway extensions, exceeding 150'. First Avenue Amelia II, LLC is requesting a variance to increase the length from 150' to 200'. To mitigate this request, the owners will improve the existing turnaround at the current end of 1st Avenue. We have met with the Deputy Chief/Fire Marshal, and he has agreed that this will meet his standards. The proposed residential driveways will also be able to serve as turnaround locations.

4. Minimum Variance: The variance requested is the minimum variance needed that will make possible the reasonable use of the land, structure, or building.*

If the variances are not approved, the owners will be required to construct a "standard" roadway along 1st Avenue. While this is possible, the additional width, with the added sidewalk and the turnaround, will impact the existing topography in a much greater amount, and will require the removal of 23 additional trees (315 inches of trees). We believe that it is in the best interest of the community, the environment and the City in general, to approve the requested variances.

5. General Harmony: Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan.*

The owners of the 4 lots would like to construct a 16' wide (14' plus 1' wide flat curb on either side) roadway/driveway within the 1st Avenue right-of-way. The proposed design would meander around exiting trees and follow the existing topography to the greatest extent possible. This request requires the following:  Opening 1st Avenue for +/- 200' from its current ending  Variance to the COFB Roadway Standards for pavement width  Variance to the COFB Roadway Standards for curb type  Variance to the COFB Roadway Standards for pavement marking  Variance to the COFB Roadway Standards for length of dead end

6. Public Interest: Granting the variance is compatible with surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment.*

Background: In 1984, the Seascape Condominium plans were approved by the City of Fernandina Beach. Our 4 lots were included in that original plan. The original plan showed a total of 14 townhomes (7 townhomes on our 4 lots) with access from S. Fletcher Ave. The developer at the time only constructed the 7 townhomes along the frontage of the property and did not construct the 7 townhomes in the rear of the property. The width of the access points from S. Fletcher to the rear of the property is 12' on either side of the buildings. Current Conditions: The 4 lots have an easement along the north, south and west side of the existing 7 townhomes. This access is for vehicles, pedestrians, and utilities. 1st Avenue (along the western boundary of the 4 lots) is wooded and unimproved. We have met with Jason Higginbotham, Deputy Chief/Fire Marshal, and have been told that the current fire safety requirements, require a 14' minimum (16' preferable) width driveway to each new townhome/home. Commissioners, on behalf of the owners of the 4 residential lots on a closed portion of 1st Avenue, we are requesting variances to the City's Development Code. The request is based upon limiting the footprint of the development, while meeting all safety requirements.

Upload Supplemental Materials

VarianceRequest-1.pdf

Upload 2

Choose File

No file selected

Upload 3

Choose File

No file selected

Upload 4

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No file selected

Upload 5

Choose File

No file selected

Upload 6

Choose File

No file selected

Upload 7

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No file selected

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant's First Name*

Daniel

Applicant's Last Name*

McCranie

Today's Date*

6/3/2022



DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 |
www.fbfl.us/planning

Please make sure to disable pop-up blocker in order to submit.



Engineers/Planners and Consultants

Fernandina Beach City Commission
c/o Kelly N. Gibson, AICP
Planning and Conservation Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

Re: Variance Request – 1952 1st Avenue

Commissioners:

This firm represents the lot owner of 1920, 1924, 1944 and 1952 1st Avenue located on Amelia Island, Florida ("Project").

Commissioners, on behalf of the owners of the 4 residential lots on a closed portion of 1st Avenue, we are requesting variances to the City's Development Code. The request is based upon limiting the footprint of the development, while meeting all safety requirements.

Background:

In 1984, the Seascape Condominium plans were approved by the City of Fernandina Beach. Our 4 lots were included in that original plan. The original plan showed a total of 14 townhomes (7 townhomes on our 4 lots) with access from S. Fletcher Ave. The developer at the time only constructed the 7 townhomes along the frontage of the property and did not construct the 7 townhomes in the rear of the property. The width of the access points from S. Fletcher to the rear of the property is 12' on either side of the buildings.

Current Conditions:

The 4 lots have an easement along the north, south and west side of the existing 7 townhomes. This access is for vehicles, pedestrians, and utilities. 1st Avenue (along the western boundary of the 4 lots) is wooded and unimproved. We have met with Jason Higginbotham, Deputy Chief/Fire Marshal, and have been told that the current fire safety requirements, require a 14' minimum (16' preferable) width driveway to each new townhome/home.

Proposed Conditions:

The owners of the 4 lots would like to construct a 16' wide (14' plus 1' wide flat curb on either side) roadway/driveway within the 1st Avenue right-of-way. The proposed design would meander around exiting trees and follow the existing topography to the greatest extent possible. This request requires the following:

- Opening 1st Avenue for +/- 200' from its current ending
- Variance to the COFB Roadway Standards for pavement width
- Variance to the COFB Roadway Standards for curb type
- Variance to the COFB Roadway Standards for pavement marking
- Variance to the COFB Roadway Standards for length of dead end

Alternative:

If the variances are not approved, the owners will be required to construct a “standard” roadway along 1st Avenue. While this is possible, the additional width, with the added sidewalk and the turnaround, will impact the existing topography in a much greater amount, and will require the removal of 23 additional trees (315 inches of trees). We believe that it is in the best interest of the community, the environment and the City in general, to approve the requested variances.

Variance #1

Variance to Ordinance 2019-18, Drawing #2 of 15, Pavement width.

The required pavement width per the Drawing #2 of 15 is 20' wide. First Avenue Amelia II, LLC is requesting a variance from 20' wide to 14' wide. This is the preferred minimum width to meet the fire safety standards (NFPA 1141: A.1.3.1)

Variance #2

Variance to Ordinance 2019-18, Drawing #2 of 15, Pavement width.

The required curbing type per the Drawing #2 of 15 is miami type curb and gutter. First Avenue Amelia II, LLC is requesting a variance from miami type curb and gutter wide to a 1' concrete ribbon curb (as shown in Drawing #5 of 15). This will protect the asphalt edge, add an additional 2' to the width of the road/driveway, and minimize the side slope impacts by lowering the back curb height.

Variance #3

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Variance #4

Variance to Ordinance 2019-18, Roadway Construction Notes, #38.

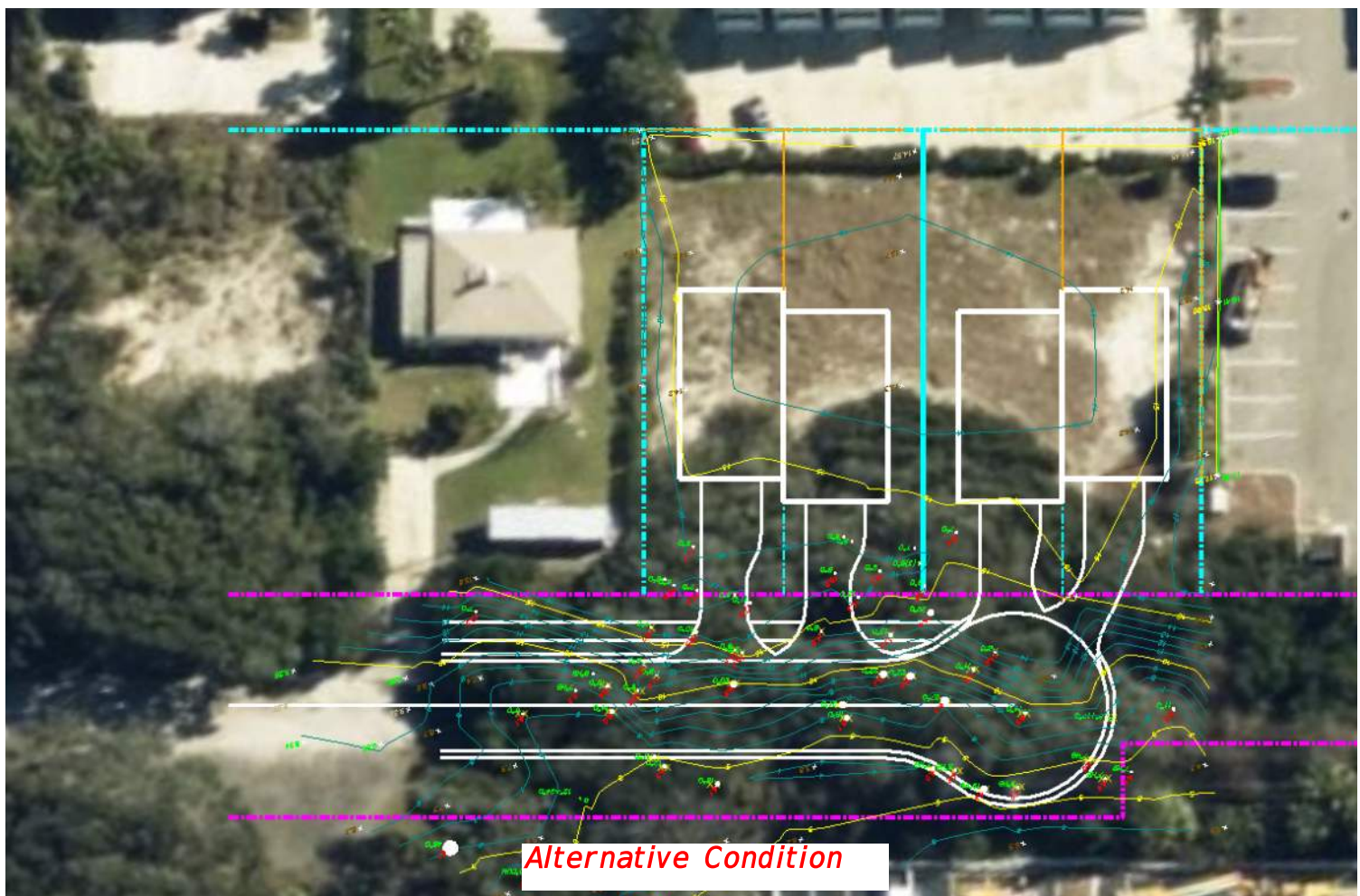
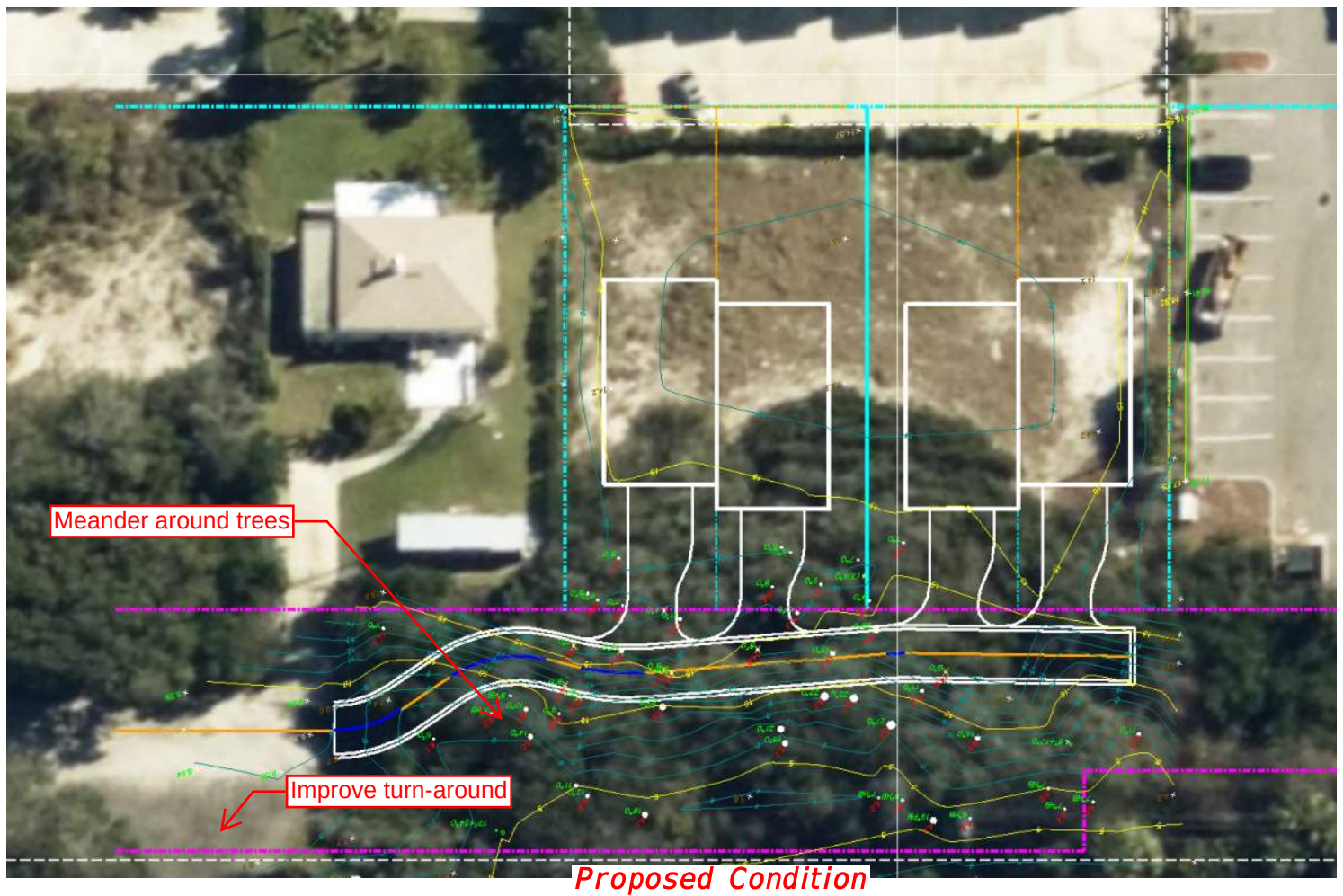
A turnaround is required for all dead end roadway extensions, exceeding 150'. First Avenue Amelia II, LLC is requesting a variance to increase the length from 150' to 200'. To mitigate this request, the owners will improve the existing turnaround at the current end of 1st Avenue. We have met with the Deputy Chief/Fire Marshal, and he has agreed that this will meet his standards. The proposed residential driveways will also be able to serve as turnaround locations.

In addition to these requested variances, First Avenue Amelia II, LLC also request the ability to use the pavement standards from the Old Town Typical Section. This would allow the use of a coquina surface, which would further lower the environmental impacts to the area.

Thank you,

Daniel I. McCranie, PE
Vice President
McCranie & Associates, Inc.

CC:





Existing Conditions



ROADWAY CONSTRUCTION STANDARDS

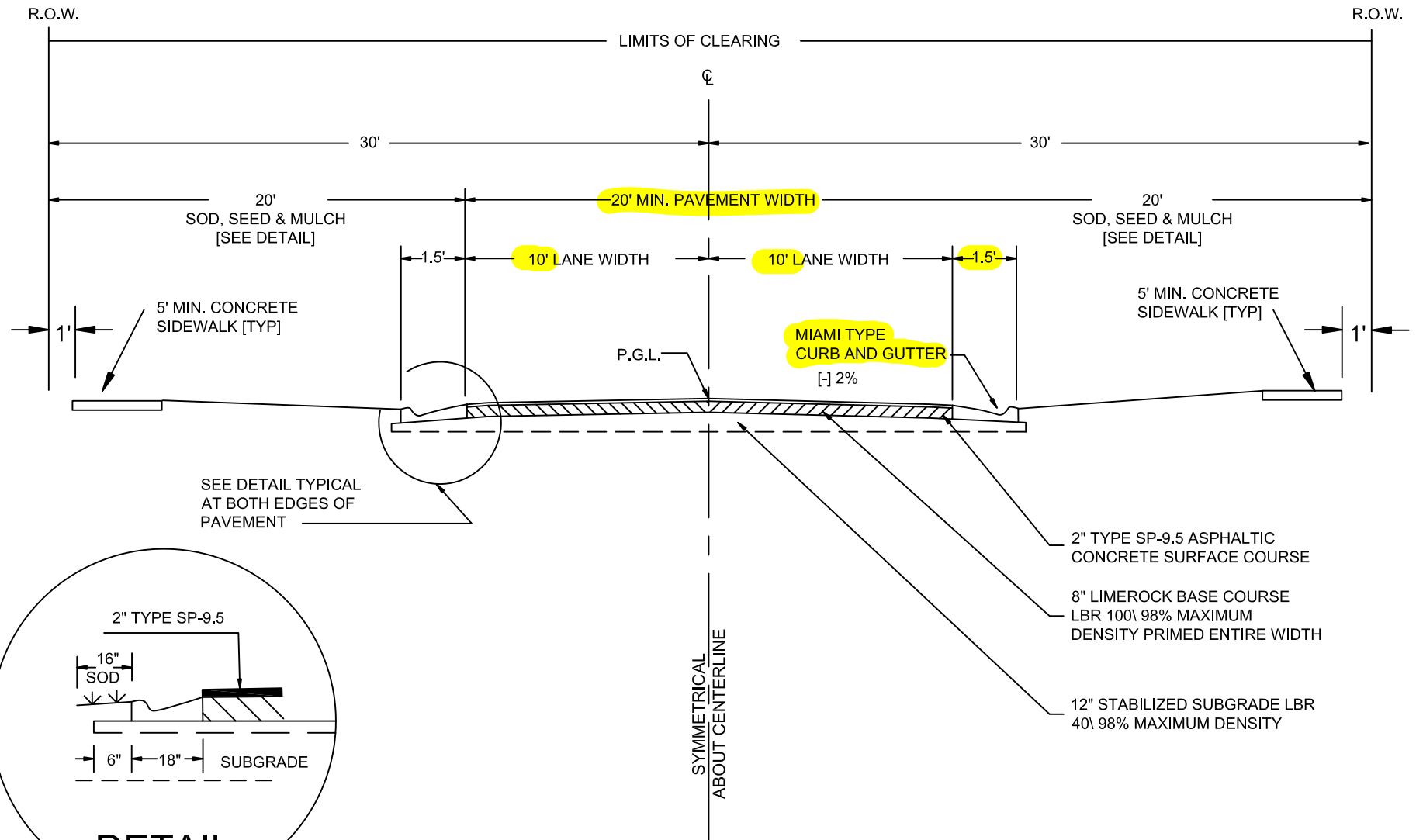
ADOPTED JANUARY 2020

ORDINANCE 2019-18

1825

FLORIDA

RIGHT-OF-WAY WIDTH: 60 FEET



OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON
APPROVAL BY THE CITY OF FERNANDINA BEACH



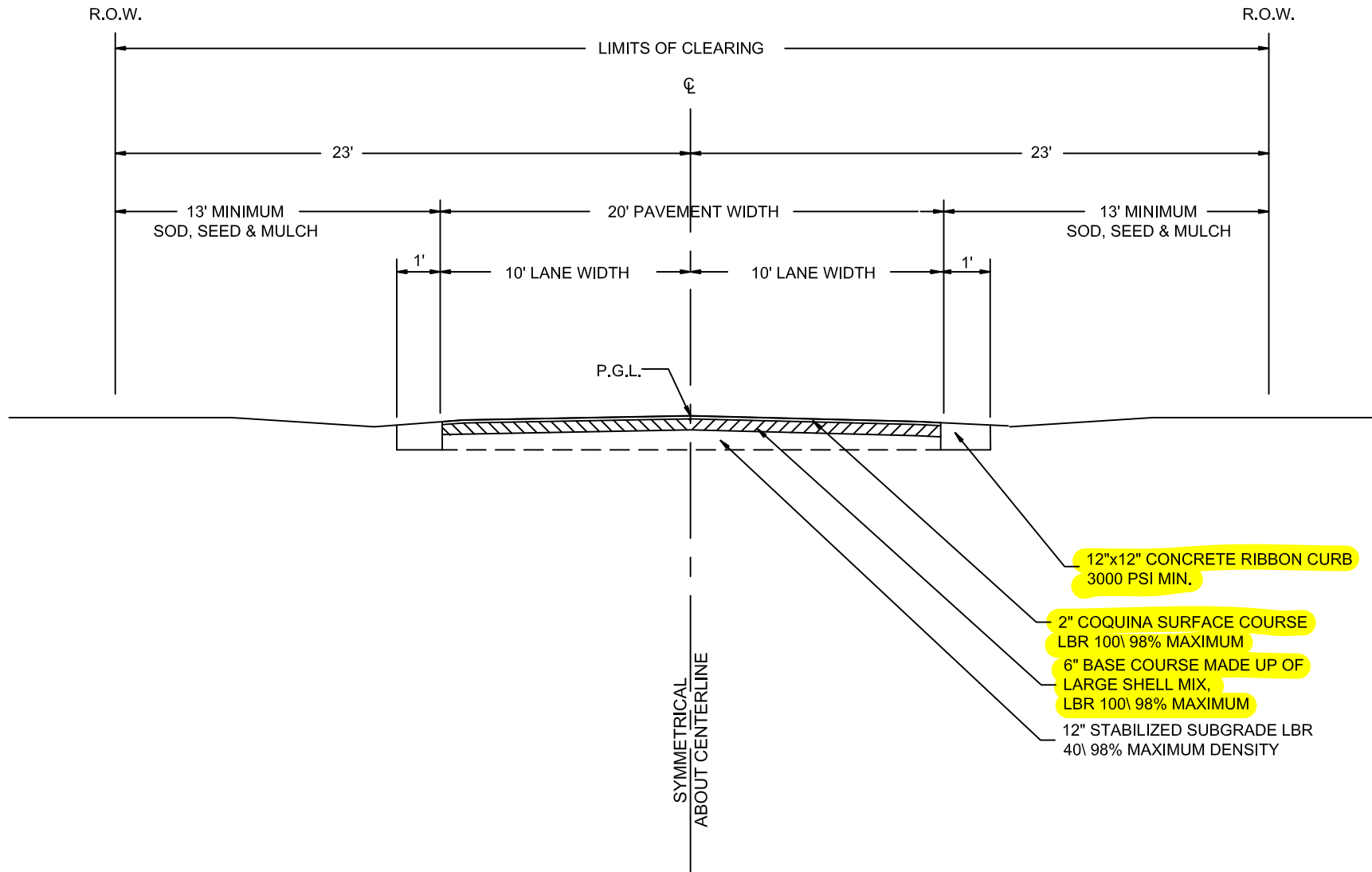
LOCAL ROAD - 2 LANE CURB & GUTTER TYP SECTION

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	2 OF 15

RIGHT-OF-WAY WIDTH: 46 FEET



LOCAL ROAD - 2 LANE OLD TOWN TYPICAL SECTION

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	5 OF 15

ROADWAY CONSTRUCTION NOTES

1. All right-of-way other than roadway areas shall be seeded and mulched or sodded. All slopes steeper than 6:1 shall require sodding. The City reserves the right to require sodding in special areas where erosion is a concern, such as adjacent to sidewalk and back curb.
2. The following will be the standard protection for ditches unless drainage calculations indicate otherwise:

(Minimum slope for grass ditches shall be 0.5%)

<u>SWALE PROFILE GRADES</u>	<u>PROTECTION REQUIRED</u>
0.5%-1.0%	Grassing and mulching
1.0%-4.0%	Sod
4.0% and greater	Ditch paving (concrete)

3. The limits of stabilizing sub-grade shall extend to a varying depth (per plan) below the bottom of the base and outward to twelve inches (12") beyond the curb.
4. The stabilizing material should be a high bearing value soil, sand-clay, limerock, recycled concrete, shell, or other material as approved by the City and a licensed soils engineer.
5. The sub-grade for all street shall be stabilized not less than forty (40) pounds Limerock Bearing Ratio (LBR) to a 12" minimum depth. A compaction of no less than ninety-eight (98%) percent density based on AASHTO T-180 shall be required.
6. Tests for sub-grade bearing capacity and compaction shall be done at a minimum of every 250 feet and shall be staggered to the left, right, and at center line of the roadway. For short sections of roadway, at least two (2) tests shall be required.
7. Bases for all streets shall have a minimum 8" depth. Soil cement bases shall have a strength of 350 pounds per square inch at 28 days (85 to 125% tolerance). Recycled concrete or limerock bases shall be compacted to (98%) minimum density based on AASHTO-T 180 Modified Proctor Test (LBR 100).
8. Soil Cement and recycled concrete mix designs shall be submitted to the City for approval prior to start of sub-grade preparation.
9. Concrete delivery tickets shall be provided to the City at the time of placement.
10. Testing of the in-place bases shall be done at intervals equivalent to sub-grade testing and shall consist of, as a minimum, moisture content and compaction of the City.
11. Limerock, recycled concrete, or full depth asphalt pavement may be used in place of soils cement bases. All bases and roadway designs shall be subject to the approval of the City.
12. Soil cement base material construction shall be continuously supervised by a soil testing lab at the developer's expense.
13. Cure coating of soil cement base shall be removed by hand planing prior to installation of driving surface.

ROADWAY CONSTRUCTION NOTES

14. Soil cement pavement bases with the cure coat applied shall be allowed to cure a minimum of seven (7) days under no traffic prior to placing any asphalt surface. (Test report required prior to traffic usage)
15. Design mixes shall be submitted to the City Engineer for approval no less than three (3) working days prior to any roadway construction.
16. Asphalt specifications shall be submitted by the Design Engineer with final plans to the City. Florida State-certified batch plants must than certify that these approved specifications have been met.
17. Extraction and gradation test on asphalt mixes shall be provided to the City to ensure that design mixes meet the City standard specifications.
18. The roadway crown shall have a standard one quarter inch (1/4") per foot slope.
19. All roadways with curb and gutter sections shall have a standard, a minimum longitudinal slope of 0.30%.
20. The finished pavement edge may be within one quarter inch (1/4") above the adjacent concrete curb.
21. Concrete curbs shall be provided on both sides of all streets and constructed with 3,000 PSI concrete at 28 days.
22. Concrete curbs shall be saw cut 1/4" at intervals of ten feet (10') with expansion joints at street intersections, structures, and along curves at sixty feet (60') intervals. All expansion joint material is required to be installed through the entire depth of the concrete curb.
23. A "S" shall be cut or etched in the curb to make the location of all sewer service.
24. An upside-down "W" shall be cut in the outside edge of curb to mark the location of all water services.
25. Three (3) concrete cylinders shall be taken and tested (1 at 14 days and 1 at 28 days) for every seventy-five (75) cubic yards of concrete or less placed. Test results shall then be provided to the City Engineer as they become available.
26. The Developer shall provide all required pavement markings on all roadways per City, County, and State requirements. Centerline stripes shall be provided on extensions of City collector or arterial roads, county roads, and state highways only.
27. A City of Fernandina Beach approved Stop Sign and a 24" thermoplastic Stop Bar are required at all roadway intersections.
28. All traffic control devices placed at intersections, private streets, public streets, county roads, and state highways within the City limits shall be installed according to the Manual on Uniform Traffic Control Devices, latest edition.
29. The Developer is responsible for paying fees for Traffic Control Devices to the City for installation. Street signs and stop signs shall be placed at all intersection, including but not limited to private street, public street, county roads, and state highways within the City limits.

ROADWAY CONSTRUCTION NOTES

30. The Developer is responsible for paying fees for all street lights prior to acceptance of the project by the City.
31. A minimum of five foot (5') wide sidewalks shall be provided on both sides of all residential streets unless otherwise approved by the Streets Department, see details. Areas where additional width is required will be identified by City staff.
32. All materials utilized for improvements within the City Right of Way shall have a minimum design service life of 50 years.

33. Standard Turning Radii for Intersections:

Residential streets with state & County Roadways	40-50 ft.
Or major thoroughfares within the City	

Entrances to commercial sites off of City streets	30 ft.
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Intersections interior in subdivisions	40 ft.
--	--------

Should Nassau County or the Florida Department of Transportation (FDOT) determine that larger radii are warranted within their right-of-way, the larger radii shall prevail.

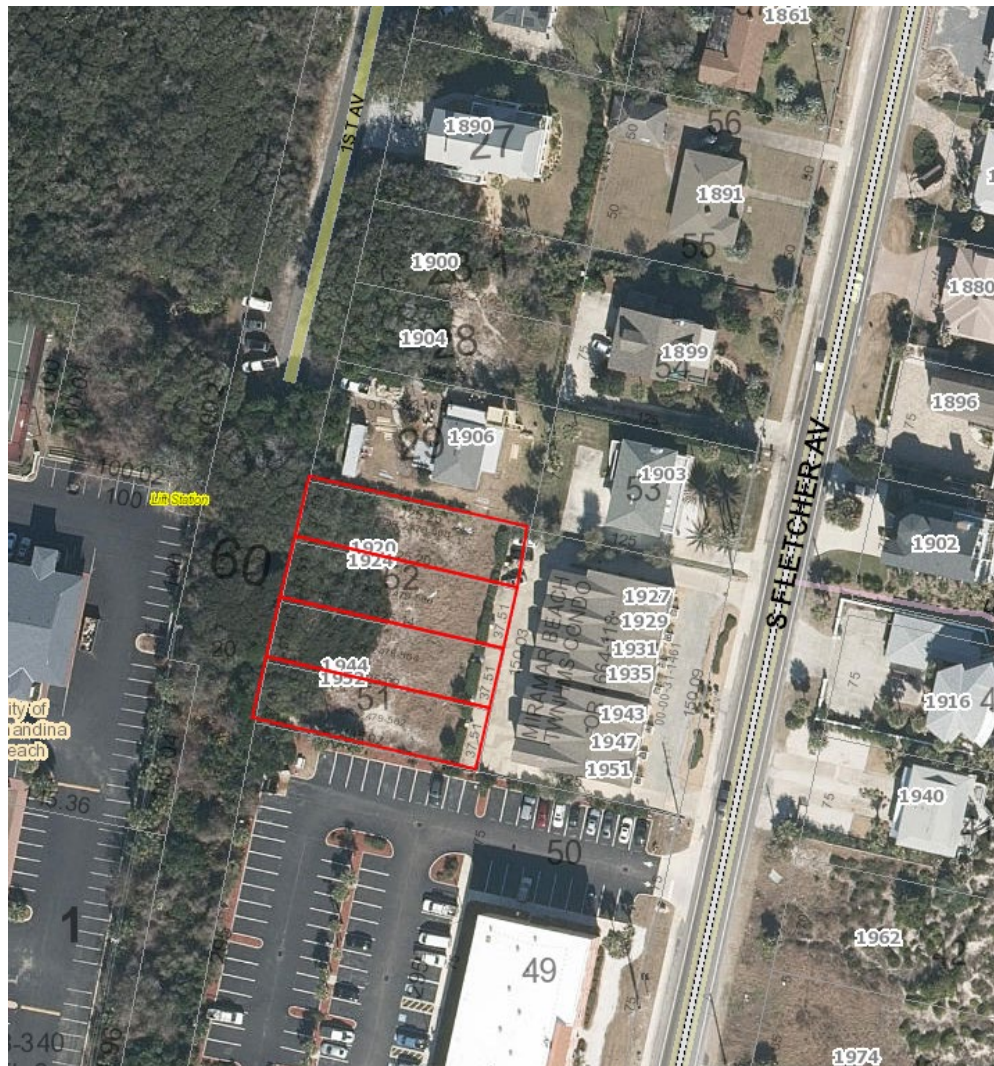
34. Construction methods and design for concrete pavement shall conform to F.D.O.T. Standard Specifications for Road and Bridge Construction, latest edition.
35. All contractors who are performing the construction of public improvements (water main, sanitary sewer main, reclaimed water mains, storm pipes and inlets, and also constructions of roadways). Shall be certified with the Florida State Department of Business and Professional Regulations (DBPR) for the type of work that they perform.
36. Utility Depth:
- High Voltage utilities such as power (feeder, service, and drops) shall be buried a Minimum of 30 inches in depth, 36" under pavement.
 - Low Voltage utilities such as phone and cable TV shall be buried a minimum of 12 inches in depth for feeder and services. Services drops shall be buried a minimum of 6 inches in depth, 36" under pavement.
37. No new above ground installation of electrical, phone or cable distribution lines or services will be permitted in City of Fernandina Beach right of ways.
38. All dead end roadways that exceed one-hundred fifty feet (150') shall be provided with an approved turnaround.
39. Minimum vertical clearance over all roadways is 13'-6". Minimum vertical clearance over all sidewalks is 7'.



VARIANCE REQUEST STAFF REPORT
2022-0014
JULY 19, 2022

Agent/Owner:	1920-1944 First Avenue LLC
Property Address:	1920, 1924, 1944, & 1952 1 st Avenue
Parcel Number:	20-3N-29-0000-0030-0000, 20-3N-29-0000-0030-0010, 20-3N-29-0000-0031-0000, 20-3N-29-0000-0031-0010
Requested action:	VARIANCE from LDC Section 7.01.02(B)(2) to deviate from current roadway standards.
Current zoning:	R-3
FLUM land use category:	High Density Residential
Existing uses on the site:	Vacant

All required application materials have been received. All fees have been paid. All required notices have been made.



SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The subject properties were originally part of a 14-unit development plan, that was approved by the City in 1984. The first 7 townhomes, fronting South Fletcher Avenue, were successfully constructed, however, the remainder of the project was never initiated. The 2 western parcels, sitting between 1st Avenue and the newly built Miramar Townhomes, were sold off. The southern portion of 1st Avenue remains an unimproved right-of-way and there has never been intent to develop it as evidenced by an access easement that was legally recorded in 2008; providing ingress and egress for the subject properties. In early 2021, a previous owner applied to subdivide the 2 lots and upon approval resulted in the 4 lots that exist today.

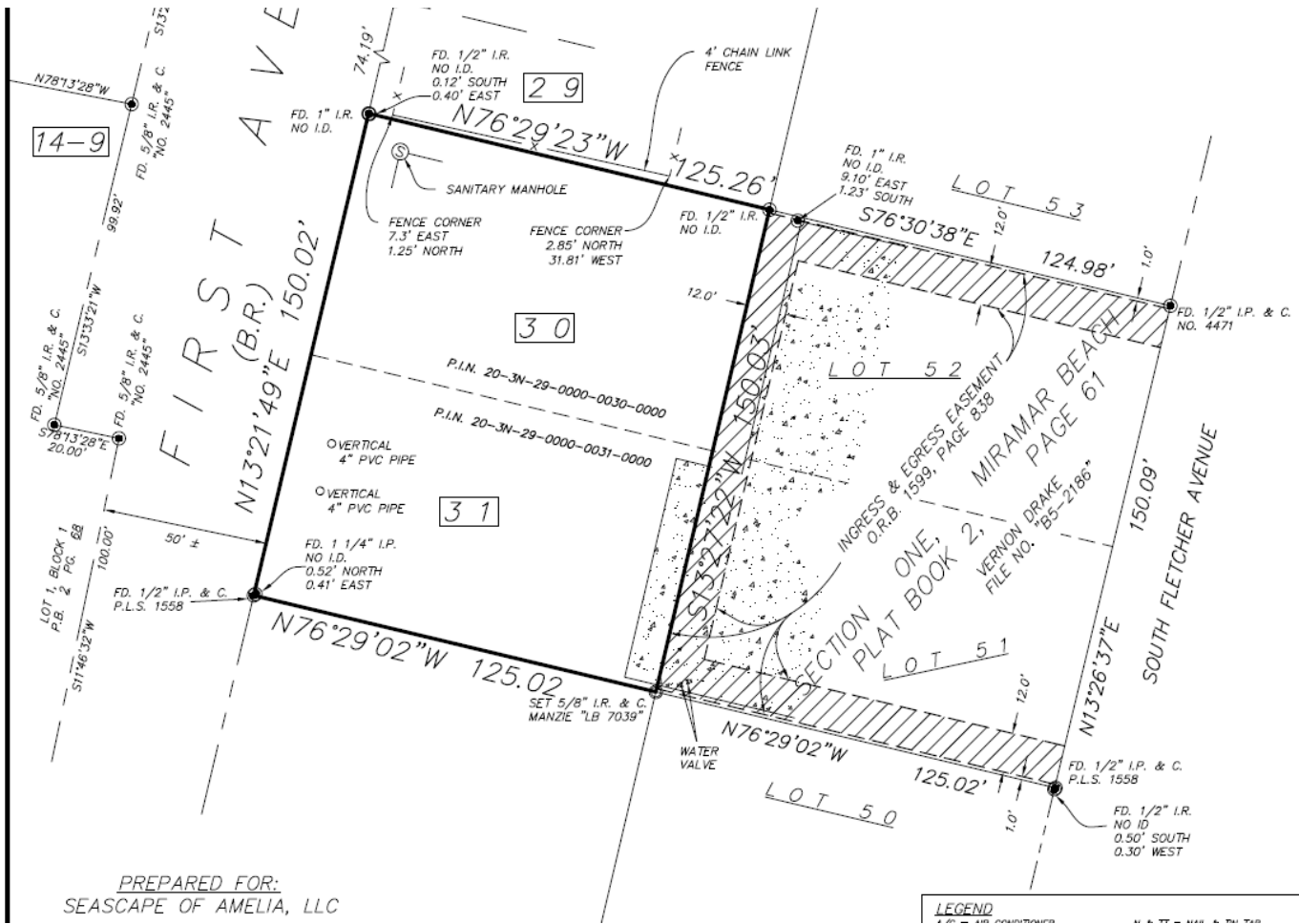
The applicant is aware of and acknowledges the existing legal access. Staff has not received documentation or plans demonstrating its use, indicating that any hardship is self-imposed, and the requested variances are due to economic considerations.

The applicant is requesting a total of 5 variances to deviate from the City's roadway standards to extend 1st Avenue, by 200', from where it currently dead ends. The requested actions are:

- Reduce required pavement width from 20' to 14'.
- Change from a miami type curb and gutter to a 1' concrete ribbon curb on each side.
- Eliminate the requirement for a centerline stripe along the roadway.
- Eliminate the requirement for a dead end longer than 150' to have an approved turnaround.
- Change from the required asphalt roadway material to a compacted coquina surface.

It is important to note that the guidelines provided by the City's Fire Marshall state that for *newly* constructed single-lane roadways a 14' width is required. However, *existing* single-lane roadways of 12' meet current National Fire Protection Association (NFPA) standards and do not pose any life-safety concerns. Additionally, for the purposes of calculating stormwater runoff, the St. Johns River Water Management District classifies compacted gravel (coquina) as impervious as asphalt.

EXHIBIT A: BOUNDARY SURVEY INDICATING ACCESS EASEMENT



This is an aerial map of a coastal area, likely in Oregon, showing property lines, lot numbers, and street names. The map is oriented with North at the top. A large area is labeled '60' and '29'. A red line outlines a specific area. The map includes a scale bar and a north arrow.

Key features and labels on the map include:

- Lot Numbers:** 125.35, 125.26, 125.20, 125.14, 125.08, 125.02, 1906, 1920, 1924, 1944, 1952, 1947, 1951, 194, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 9

EXHIBIT C: APPLICANT'S PROPOSED PLAN

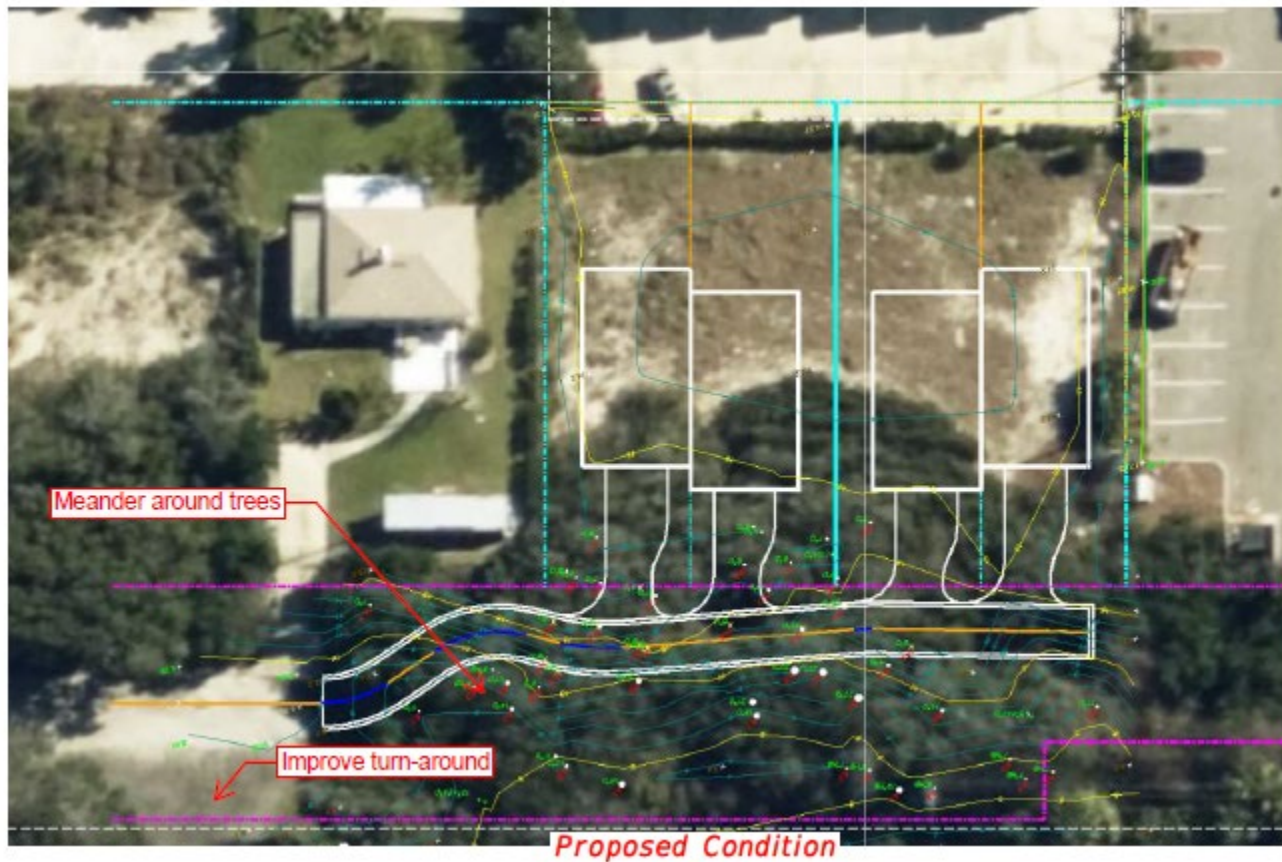
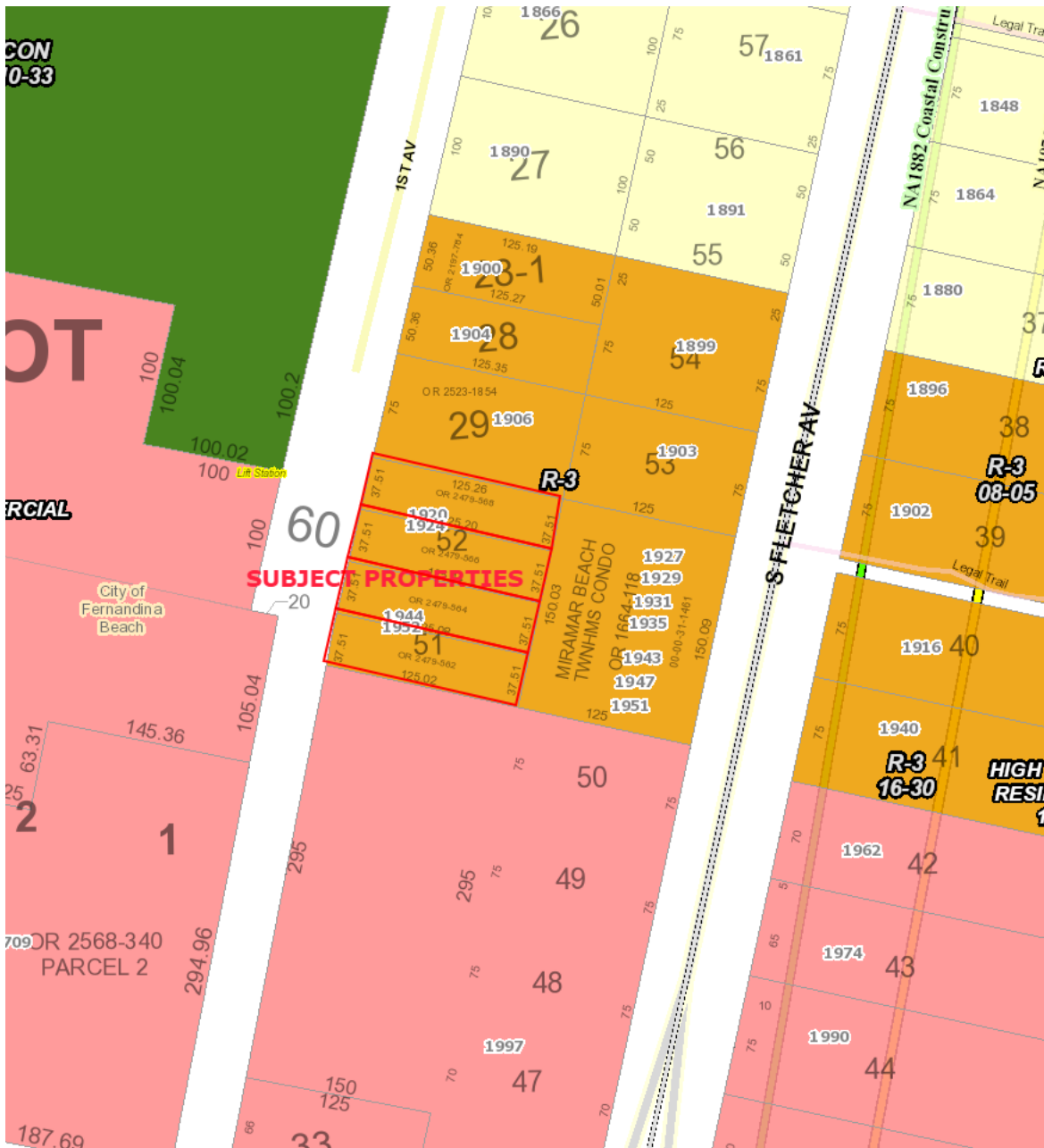


EXHIBIT D: SURROUNDING AREA PARCELS



APPLICABLE GUIDELINES:

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE:

Staff's review of this application finds it is not subject to any of the limitations of Section 10.02.01 and can therefore be considered by the City Commission.

CITY OF FERNANDINA BEACH COMPREHENSIVE PLAN:

The following Comprehensive Plan statements are applicable in this case:

- Policy 1.02.07 - The City shall implement the Fernandina Beach Comprehensive Plan in a manner that acknowledges private property rights.
- Policy 1.02.10 - The City shall protect privacy and access to light, air, and open space. The City shall consider regulations such as building placement on a site, building design, and building orientation as one means to achieve this policy.
- Policy 1.03.01 - The City shall protect environmental resources. The City's land development regulations shall address development in floodplains, shoreline protection, wetlands protection, air quality, water quality, energy conservation, urban forestry and habitats for listed protected or endangered species.
- Policy 5.10.01 (d) & (e) - d. Preserve native vegetation and habitat types; Preserve forested areas, the understory and native soil associations.
- Policy 5.14.09 - The City shall protect environmentally sensitive lands and conservation lands by developing standards within the Land Development Code related to development in these areas that will either prohibit the land use activities, or will allow them provided they are developed, constructed and/or operated in a manner that will protect the existing natural functions of said environmentally sensitive lands and otherwise comply with Local, Regional, State and Federal environmental requirements.

ANALYSIS:

In order for an application for a variance to be approved or approved with conditions, the City Commission shall make a positive finding with regard to each of the following provisions:

Consistent with Criteria? All questions must be answered in the affirmative in order for staff to recommend approval of a variance. Negative answers must be addressed in the findings.

Criteria	Applicant Response	Staff Analysis	Meets Criteria
1. Special Conditions <i>Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.</i>	If the variances are not approved, the owners will be required to construct a standard roadway along 1st Avenue. While this is possible, the additional width, with the added sidewalk and the turnaround, will impact the existing topography in a much greater amount, and will require the removal of 23 additional trees (315 inches of trees). We believe that it is in the best interest of the community, the environment and the City in general, to approve the requested variances.	No. Special conditions <u>do not exist</u> as they relate to the land. The subject properties have a recorded ingress/egress easement with the adjacent parcel (Mirimar Beach Townhomes) that allows for vehicular, pedestrian, and utility access to all 4 parcels owned by the applicant. This easement has been in place since 2008 and because of it, the applicant would not necessarily be required to develop 1 st Avenue at all, leaving a large dune system and mature tree canopy untouched. The property was originally developed as a	☐ Yes ☒ No

		unified site. This is evidenced and reinforced by the recorded easements which grant access to the rear properties. The properties can develop as originally intended through benefit of the easement.	
2. Special Privilege <i>Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.</i>	The 4 lots have an easement along the north, south and west side of the existing 7 townhomes. This access is for vehicles, pedestrians, and utilities. 1st Avenue (along the western boundary of the 4 lots) is wooded and unimproved. We have met with Jason Higginbotham, Deputy Chief/Fire Marshal, and have been told that the current fire safety requirements, require a 14ft minimum (16ft preferable) width driveway to each new townhome/home.	No. Granting the variance does confer upon the applicant a special privilege that is denied by the Land Development Code. All property owners wanting to develop land within the Coastal Upland Protection Zone (CUPZ) must comply with LDC Section 3.01.02 which prohibits the disturbance of, "...topography or vegetation such that the system becomes unstable, or suffers catastrophic failure." The applicant's submitted "Proposed Condition" shows a single-lane roadway and 4 driveways cutting through a significant dune system and mature tree canopy, when reasonable access is already provided through benefit of the recorded easement. Reliance on the easement would greatly reduce the development impact within the CUPZ by avoiding removal of the vegetation and grading of the existing topography along the 1st Avenue right-of-way.	☐ Yes ☒ No
3. Literal Interpretation <i>Literal interpretation of the provisions of the Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.</i>	Variance #1 Variance to Ordinance 2019-18, Drawing #2 of 15, Pavement width. The required pavement width per the Drawing #2 of 15 is 20' wide. First Avenue Amelia II, LLC is requesting a variance from 20' wide to 14' wide. This is the preferred minimum width to meet the fire safety standards (NFPA 1141: A.1.3.1) Variance #2 Variance to Ordinance 2019-18, Drawing #2 of 15, Pavement width. The required curbing type per the Drawing #2 of 15 is Miami type curb and gutter. First Avenue Amelia II, LLC is requesting a variance from Miami type curb and gutter wide to a 1' concrete ribbon curb (as shown in Drawing #5 of 15). This will protect the asphalt edge, add an additional 2' to the width of the road/driveway, and minimize	No. Literal interpretation of the Land Development Code would not deprive the applicant of rights enjoyed by other properties within this zoning district. Any property owner, looking to develop a parcel, without reasonable access or adequate public right-of-way width, would be required to construct a roadway that meets current standards. However, because reasonable access is already provided through the recorded easement the applicant's development does	☐ Yes ☒ No

	the side slope impacts by lowering the back curb height. Variance #3 Variance to Ordinance 2019-18, Roadway Construction Notes, #26. A centerline stripe is required for all roadway extensions. First Avenue Amelia II, LLC is requesting a variance to not be required to place a centerline stripe along the road/driveway. The proposed extension will act as more of a driveway, with only occasional 2-way traffic, and with very low speeds (under 15 MPH). Variance #4 Variance to Ordinance 2019-18, Roadway Construction Notes, #38. A turnaround is required for all dead-end roadway extensions, exceeding 150'™. First Avenue Amelia II, LLC is requesting a variance to increase the length from 150'™ to 200'™. To mitigate this request, the owners will improve the existing turnaround at the current end of 1st Avenue. We have met with the Deputy Chief/Fire Marshal, and he has agreed that this will meet his standards. The proposed residential driveways will also be able to serve as turnaround locations.	not rely on 1st Avenue for ingress/egress. Additionally, the applicant has not provided any evidence to indicate that they have pursued their right to use this access and/or been denied the right by the Court.	
4. Minimum Variance <i>The variance requested is the minimum variance needed that will make possible the reasonable use of the land, structure, or building.</i>	If the variances are not approved, the owners will be required to construct a standard roadway along 1st Avenue. While this is possible, the additional width, with the added sidewalk and the turnaround, will impact the existing topography in a much greater amount, and will require the removal of 23 additional trees (315 inches of trees). We believe that it is in the best interest of the community, the environment and the City in general, to approve the requested variances.	No. The variance requested <u>is not the minimum</u> variance needed to make possible the reasonable use of the land. Due to the access easement that has been in place since 2008, development of this portion of 1st Avenue right-of-way is not necessary. The applicant should seek to make overall site improvements which benefit the unified development originally anticipated as part of the Miramar Townhomes. Reliance on the recorded easement for access avoids any impact within the 1st Avenue right-of-way that would cause a deleterious impact to native vegetation and the natural topography.	☐ Yes ☒ No
5. General Harmony <i>Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan.</i>	The owners of the 4 lots would like to construct a 16' wide (14' plus 1' wide flat curb on either side) roadway/driveway within the 1st Avenue right-of-way. The proposed design would meander around existing trees and follow the existing topography to the greatest extent possible. This request requires the following: Opening 1st Avenue for +/- 200' from its current ending, Variance to the COFB Roadway Standards for pavement width,	No. Granting the variance <u>will not be in harmony</u> with the general intent and purpose of the Land Development Code and Comprehensive Plan. The intent of both is to, "Balance the interest of the general public with that of individual property owners as well as, 'Protect and,	☐ Yes ☒ No

	Variance to the COFB Roadway Standards for curb type, Variance to the COFB Roadway Standards for pavement marking, Variance to the COFB Roadway Standards for length of dead end.	where necessary, preserve valuable natural resources...” The proposed request will have a significant effect on the existing dune system, tree canopy, and impervious surface coverage, when it is unnecessary due to the existing legal easement agreement which intended to unify the future development of these parcels through the provision of granting access.	
6. Public Interest <i>Granting the variance is compatible with surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment.</i>	Background: In 1984, the Seascape Condominium plans were approved by the City of Fernandina Beach. Our 4 lots were included in that original plan. The original plan showed a total of 14 townhomes (7 townhomes on our 4 lots) with access from S. Fletcher Ave. The developer at the time only constructed the 7 townhomes along the frontage of the property and did not construct the 7 townhomes in the rear of the property. The width of the access points from S. Fletcher to the rear of the property is 12' on either side of the buildings. Current Conditions: The 4 lots have an easement along the north, south and west side of the existing 7 townhomes. This access is for vehicles, pedestrians, and utilities. 1st Avenue (along the western boundary of the 4 lots) is wooded and unimproved. We have met with Jason Higginbotham, Deputy Chief/Fire Marshal, and have been told that the current fire safety requirements, require a 14' minimum (16' preferable) width driveway to each new townhome/home. Commissioners, on behalf of the owners of the 4 residential lots on a closed portion of 1st Avenue, we are requesting variances to the City's Development Code. The request is based upon limiting the footprint of the development, while meeting all safety requirements.	No. Granting the variance is not compatible with the surrounding properties, will cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare, or environment. The applicant states that the proposed substandard roadway “will act as more of a driveway” serving only the 4 parcels. The subject properties are also zoned R-3 so the homes would be able to accommodate short-term Resort Rentals by right; the potential additional flow of vehicles on an unimproved road, is in conflict with the public's health and safety. The proposed Coquina roadway surface material is only permissible in Old Town due to its historical authenticity and is classified as an impervious surface. No sidewalks are being provided for pedestrian safety. Additionally, the subject properties are only 357 FT landward of the CCCL, which puts them in the CUPZ. The proposed condition violates LDC Section 3.01.02(2)(a-e) by causing catastrophic destruction to the tertiary dune system.	☐ Yes ☒ No

STAFF RECOMMENDATION:

The variance requested is consistent/inconsistent with the criteria for granting a variance as follows:

	Consistent	Inconsistent
1. Special Conditions		X
2. Special Privilege		X
3. Literal Interpretations		X
4. Minimum Variance		X
5. General Harmony		X
6. Public Interest		X

Staff finds that the requested action, as presented, DOES NOT meet all six criteria for granting a variance, therefore staff must recommend DENIAL.

Staff recommends:

Although the applicant presents an argument for a less than standard right-of-way improvement within the Coastal Upland Protection Zone which would serve to decrease the extent of impact since the applicant already has dedicated access to the site as part of the Miramar Townhomes, staff must recommend denial in favor of reliance on the existing easement to avoid any development impact along 1st Avenue.

DENIAL of variance case 2022-0014.

MOTION TO CONSIDER

I move to approve or deny variance case number 2022-0014;

AND I move that the City Commission make the following findings of fact and conclusions of law part of the record:

That variance case 2022-0014, as presented, is or is not substantially compliant with the Comprehensive Plan and Land Development Code to warrant approval at this time;

AND that variance case number 2022-0014 meets or does not meet the following criteria for granting a variance:

LIST OF EXHIBITS:

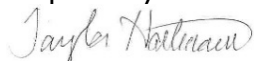
EXHIBIT A – BOUNDARY SURVEY INDICATING ACCESS EASEMENT

EXHIBIT B – SUBJECT PARCELS AS THEY CURRENTLY EXIST

EXHIBIT C – APPLICANT’S PROPOSED PLAN

EXHIBIT D - SURROUNDING AREA PARCELS

Respectfully Submitted,



Taylor Hartmann
Planner I

(4)

Prepared by and Return to:
A. Jeffrey Tomassetti, Esq.
P.O. Box 1443
Fernandina Beach, FL 32035

Parcel ID# - a portion of
00-00-31-1460-0052-0000

WARRANTY DEED

THIS WARRANTY DEED made this 29 day of December, 2008,
by SEASCAPE OF AMELIA, LLC, hereinafter called Grantor, and whose address is
2338 South 8th Street, Fernandina Beach, Florida 32034, to 2344 SOUTH
FLETCHER, LLC, herein called Grantee, whose address is 1890 South 14th Street,
Suite 206, Fernandina Beach, Florida 32034.

(Whenever used herein the term "grantor" and "grantee" include all the parties to this
instrument and the heirs, legal representatives and assigns of individuals, and the
successors and assigns of corporations.)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and NO/100
Dollars and other valuable considerations, receipt whereof is hereby acknowledged,
hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto
the Grantee, all that certain land situate, lying and being in Nassau County, Florida,
to-wit:

See Exhibit "A" attached hereto together with an easement
for ingress and egress to South Fletcher Avenue as
described on Exhibit "B".

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal
the day and year first above written.

This instrument prepared by: A. J. TOMASSETTI, Attorney at Law,
P. O. Box 1443, Fernandina Beach, Florida 32034. Title to the lands described
herein has not been examined by me and no warranty or other representation
is made and no opinion (either expressed or implied) is given, as to the
marketability or condition of the title to the subject property, the quantity of
lands included therein, the location of the boundaries thereof or the
existence of liens, unpaid taxes, or encumbrances.

Signed, Sealed and Delivered in Our Presence..

Laurel Thomas

Witness Signature

LAUREL THOMAS

Witness Printed Signature

Crystal Dowling

Witness Signature

Crystal Dowling

Witness Printed Signature

SEASCAPE OF AMELIA, LLC

Donald W. Beam

DONALD W. BEAM

its MANAGER

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this the 29th day of December, 2008, by DONALD W. BEAM, who is personally known to me, or who has produced his drivers license or other type of identification _____ and who did take an oath.

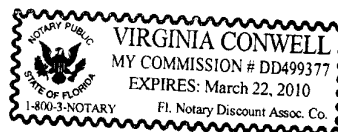
Virginia Conwell

Notary Public

My Commission Expires: 3-22-10

Virginia Conwell

(Typed, Stamped or Printed)



ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH, COUNTY OF NASSAU AND THE STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

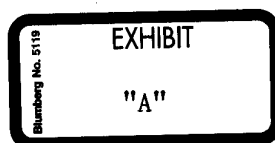
ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE IN THE NORTHEAST PORTION OF SECTION TWENTY (20), TOWNSHIP THREE (3) NORTH, RANGE TWENTY-NINE (29) EAST, ON AMELIA ISLAND, IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT NUMBER FIFTY-TWO (52), DESIGNATED UPON THE PLAT OF "SECTION ONE OF MIRAMAR BEACH", RECORDED IN PLAT BOOK 2, PAGE 61 OF THE PUBLIC RECORDS OF SAID COUNTY OF NASSAU (SAID SECTION ONE (1) OF MIRAMAR BEACH BEING A SUBDIVISION OF THE NORTHEAST PORTION OF SAID SECTION TWENTY (20), RUNNING THENCE WESTERLY IN A STRAIGHT EXTENSION OF THE NORTHERN BOUNDARY LINE OF SAID LOT NUMBER FIFTY-TWO (52), FOR A DISTANCE OF ONE HUNDRED TWENTY-FIVE (125) FEET; RUNNING THENCE SOUTHERLY IN A LINE PARALLEL WITH THE WESTERN BOUNDARY LINE OF SAID LOT NUMBER FIFTY-TWO (52) FOR A DISTANCE OF SEVENTY-FIVE (75) FEET; RUN THENCE IN A STRAIGHT LINE EASTERLY ONE HUNDRED TWENTY-FIVE (125) FEET TO THE SOUTHWEST CORNER OF SAID LOT NUMBER FIFTY-TWO (52); RUNNING THENCE NORTHERLY ALONG THE WESTERN BOUNDARY LINE OF LOT NUMBER FIFTY-TWO (52) FOR A DISTANCE OF SEVENTY-FIVE (75) FEET TO THE NORTHWEST CORNER OF SAID LOT NUMBER FIFTY-TWO (52), THE SAID POINT OF BEGINNING.

AND

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE IN THE NORTHEAST PORTION OF SECTION TWENTY (20), TOWNSHIP THREE (3) NORTH, RANGE TWENTY-NINE (29) EAST, ON AMELIA ISLAND, IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT NUMBER FIFTY-ONE (51), DESIGNATED UPON THE PLAT OF "SECTION ONE OF MIRAMAR BEACH", RECORDED IN PLAT BOOK 2, PAGE 61 OF THE PUBLIC RECORDS OF SAID COUNTY OF NASSAU (SAID SECTION ONE (1) OF MIRAMAR BEACH BEING A SUBDIVISION OF THE NORTHEAST PORTION OF SAID SECTION TWENTY (20), RUNNING THENCE WESTERLY IN A STRAIGHT EXTENSION OF THE NORTHERN BOUNDARY LINE OF SAID LOT NUMBER FIFTY-ONE (51) FOR A DISTANCE OF ONE HUNDRED TWENTY-FIVE (125) FEET; RUNNING THENCE SOUTHERLY IN A LINE PARALLEL WITH THE WESTERN BOUNDARY LINE OF SAID LOT NUMBER FIFTY-ONE (51) FOR A DISTANCE OF SEVENTY-FIVE (75) FEET; RUNNING THENCE IN A STRAIGHT LINE EASTERLY ONE HUNDRED TWENTY-FIVE (125) FEET TO THE SOUTHWEST CORNER OF SAID LOT NUMBER FIFTY-ONE (51); RUNNING THENCE NORTHERLY ALONG THE WESTERN BOUNDARY LINE OF SAID LOT NUMBER FIFTY-ONE (51) FOR A DISTANCE OF SEVENTY-FIVE (75) FEET TO THE NORTHWEST CORNER OF SAID LOT NUMBER FIFTY-ONE (51) TO SAID POINT OF BEGINNING.





MANZIE & DRAKE LAND SURVEYING

Michael A. Munzie, P.L.S. • Frank L. Bowen, P.S.M. • Mark G. Hill, P.S.M.



INGRESS / EGRESS EASEMENT
MIRAMAR BEACH TOWNHOMES
DECEMBER 29, 2008

THE NORTH 12.0 FEET OF THE SOUTH 13.0 FEET OF LOT 51, "SECTION ONE, MIRAMAR BEACH", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 61, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH 12.0 FEET OF THE NORTH 13.0 FEET OF LOT 52, "SECTION ONE, MIRAMAR BEACH", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 61, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

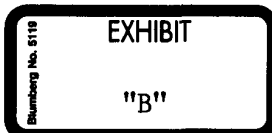
TOGETHER WITH:

THE WEST 12.0 FEET OF LOTS 51 AND 52, "SECTION ONE, MIRAMAR BEACH", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 61, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

A handwritten signature in cursive script, appearing to read "Michael A. Munzie".

MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 16450

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034
OFFICE (904) 491-5700 • FAX (904) 491-5777 • TOLL FREE (888) 832-7730
www.manzieanddrake.com



Taylor Hartmann

From: Daphne Forehand
Sent: Friday, June 10, 2022 3:04 PM
To: Taylor Hartmann
Subject: Fw: Easement - 1920-1944 First Avenue, LLC - Miramar Beach Townhomes Condominium Association, Inc.
Attachments: Deed for both Lots to 2344 South Fletcher, LLC - 12.29.2008.pdf; L - Miramar Beach Townhomes Assoc. 05.18.21.pdf; Miramar Beach Townhomes Condominium Association Declarations.pdf; 16450-LOT 30 MINOR SUBDIVISION.pdf; 16450-LOT 31 MINOR SUBDIVISION.pdf; Nothern Corner Survey Stake 07.01.2021 (1).jpg; Nothern Corner Survey Stake 07.01.2021 (2).jpg; Southern Corner Survey Stake 07.01.2021.jpg

Forwarding again

Daphne Forehand
City Planner
204 Ash Street
Fernandina Beach, Florida 32034
Main: (904) 310-3480 | Direct: (904) 310-3487 | dforehand@fbfl.org
www.fbfl.us



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Jacob Platt <jplatt@fbfl.org>
Sent: Monday, September 13, 2021 8:46 AM
To: Planning Department <planning_department@fbfl.org>
Subject: FW: Easement - 1920-1944 First Avenue, LLC - Miramar Beach Townhomes Condominium Association, Inc.

FYI. Jason and I have to return to this discussion when he comes back from vacation. There is concern that the easements do not provide the minimum clearance for fire truck access and therefore may require extension of First Avenue for access to these four lots.

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



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From: Mallory McCarroll <mmccarroll@amelialawgroup.com>

Sent: Saturday, September 11, 2021 10:27 AM

To: hwahl@cobbgonzalez.com

Cc: Tammi E. Bach <tbach@fbfl.org>; Jacob Platt <jplatt@fbfl.org>

Subject: Easement - 1920-1944 First Avenue, LLC - Miramar Beach Townhomes Condominium Association, Inc.

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.

Dear Mr. Wahl,

We are in receipt of your correspondence dated September 3, 2021 regarding the easement that 1920-1944 First Avenue, LLC holds over the property owned by your client, Miramar Beach Townhomes Condominium Association, Inc. (the "Association"). We are pleased to hear that the Association has retained your firm to assist them in navigating this matter.

As you may be aware, the four (4) vacant lots located at 1920 First Avenue, 1924 First Avenue, 1944 First Avenue, and 1952 First Avenue (the "Lots") were purchased by 1920-1944 First Avenue, LLC (the "Company") in July 2021. The existing easement has been in place since 2008, long before the Company purchased the Lots. Attached for your records is a copy of the 2008 Warranty Deed for the Lots, which granted the easement to the previous owner of the Lots, 2344 South Fletcher, LLC and inured to the Company upon purchase of the Lots. Your client has been aware of the existence of this deed and this easement for some time now, as both are referenced in the attached letter from your client dated May 18, 2021. This letter acknowledges existence of the easement by the Association. The easement is also depicted on the 2005 survey enclosed with your clients' letter.

The existence of this easement is also evidenced in the Declaration of Condominium of the Association, specifically on Exhibit B, Pages 2 and 5, and Exhibit D, Page 2. The existence of the easement is public record. Title to each unit is subject to these Declarations and I can assume each unit owner would have been provided with a copy of the Declarations prior to purchasing their unit as is customary during the normal course of a condo purchase. The Declarations are attached for your reference.

As part of the Company's due diligence prior to purchasing the Lots, new surveys of the Lots were performed earlier this year. Copies are attached for your reference. You will note the 12-foot easement for ingress and egress delineated on the surveys on the northern, southern and western sides of the Association property. Furthermore, the surveys also indicate the Association's concrete parking pad is currently encroaching over the property line approximately six (6) feet onto the Lots. It is our understanding that residents of the Association also store their trash cans on the Lot so they are more hidden from resident view. I am attaching photos of the easement area taken on July 1, 2021, which show the parked cars and concrete parking pad in relation to the survey stakes on the north and south corners indicating the property line.

You will also note from the surveys that First Avenue does not extend to provide access to the Lots. Currently, First Avenue dead-ends approximately 125 feet *before* reaching the lot line of the first Lot. The Company did previously explore the possibility of extending and improving First Avenue so that it could be utilized as an access to the Lots, however, the cost for this extension was upwards of \$200,000.00, making it cost prohibitive. Additionally, the neighboring residents who currently reside on First Avenue are adamantly opposed to any extension or improvements to First Avenue as there is substantial concern over the loss of trees and environmental impacts that such extension would likely cause. The Association was made aware at the meeting mentioned below that improving First Avenue as an access is not an option.

As you are likely aware, Mr. Wayne Chism, as President of Chism Development Company, Inc., met with Mr. Tom Cooper, President of the Association, and Mr. Scott Bowerman, Vice President of the Association, at the property on July 1, 2021 to discuss the matters above, including the existence of the easement, possible development plans for the Lots, and the Association's current encroachment onto the Lots. Mr. Ronald Oakley, a current resident and former President of the Association, was also present at the meeting. During that meeting, Mr. Chism, Mr. Cooper, Mr. Bowerman and Mr. Oakley walked the property and measured the easement dimensions together. At that meeting, the Association again acknowledged the existence of the easement, that the Association residents are currently parking in the easement, and that the Association parking area is encroaching over the property line onto the Lots. Contrary to your assertion, copies of the attached deed and surveys were provided to Mr. Cooper at the July 1, 2021 meeting. At that time, in an effort to minimize disruption to residents and visitors during the busy summer season, the Company agreed to allow the Association to continue utilizing the easement for parking and trash storage until development plans were finalized, however, it was agreed and acknowledged by the Association that the Company would be utilizing the easement for construction access and that future owners of the Lots would be utilizing the easement for regular ingress and egress. The Company agreed to provide advance notice to the Association as to when development activities would take place, so as to allow plenty of time for the Association to notify residents and for residents to relocate their vehicles and trash cans.

We understand that the Company's use of the easement may be an inconvenience to the Association and its' residents, and the Company will use its best efforts to minimize any disruption. At this time, we have no finalized site plans or development plans for the Lots. Notwithstanding, it is our position that the Company has the legal right to utilize the easement for ingress and egress, for construction or any other purposes. As we have provided evidence of the existence of the valid easement and of the Company's legal right to utilize such easement, any access or use of the easement by the Company is therefore not a trespass as your correspondence incorrectly claims.

We believe that upon your review of these documents with your client, all parties will come to the same conclusion. We are sure the plain reading of these documents will resolve this matter. I am of course happy to have a phone call to discuss further and walk you through these documents if you feel it is needed. I am also including Ms. Tammi Bach and Mr. Jake Platt on this email so they are fully aware of the facts pertaining to this matter.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Kindest regards,

Mallory

Mallory E. McCarroll | Attorney
AMELIA LAW GROUP, PLLC

960194 Gateway Boulevard, Suite 101 | Amelia Island, Florida 32034
T: 904-310-9501 | **F:** 904-310-9538 | **D:** 904-310-3529
[E-mail](#) | [Website](#) | [Bio](#)

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Please be advised that this law firm may be acting as a debt collector and is attempting to collect a debt and any information provided will be used for that purpose.



ROADWAY CONSTRUCTION STANDARDS

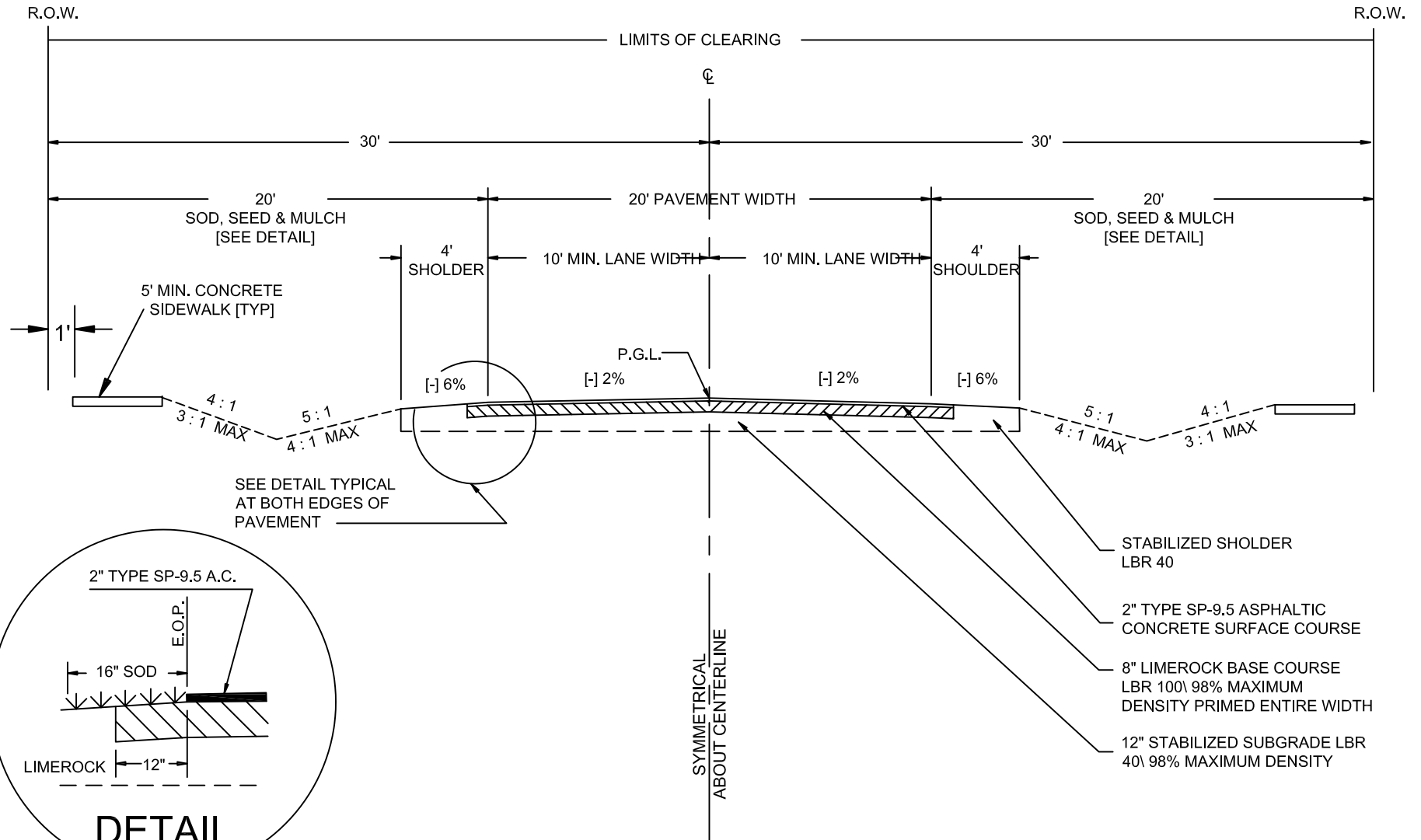
ADOPTED JANUARY 2020

ORDINANCE 2019-18

1825

FLORIDA

RIGHT-OF-WAY WIDTH: 60 FEET



OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON APPROVAL BY THE CITY OF FERNANDINA BEACH



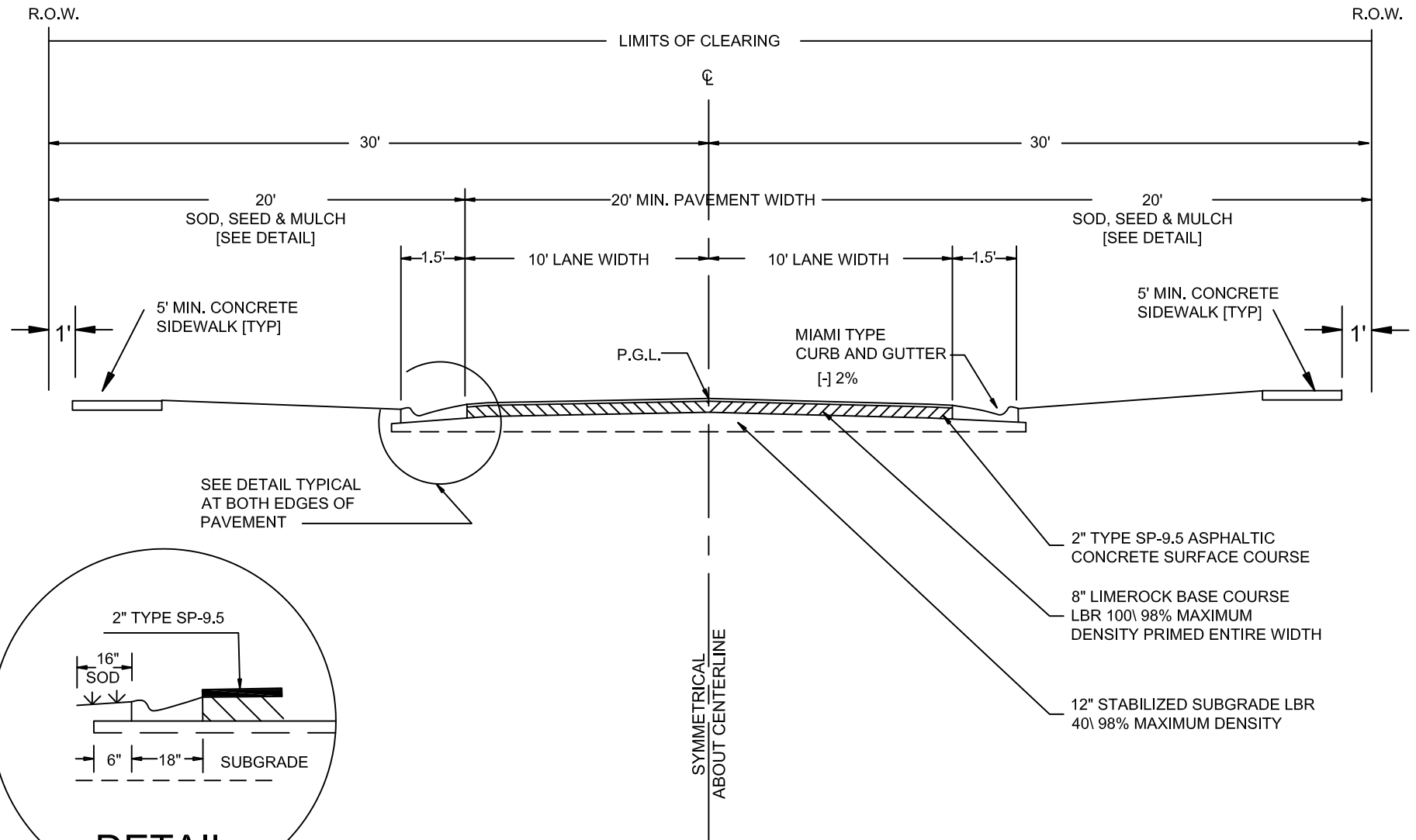
LOCAL ROAD - 2 LANE TYPICAL SWALE SECTION

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	1 OF 15

RIGHT-OF-WAY WIDTH: 60 FEET



OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON APPROVAL BY THE CITY OF FERNANDINA BEACH



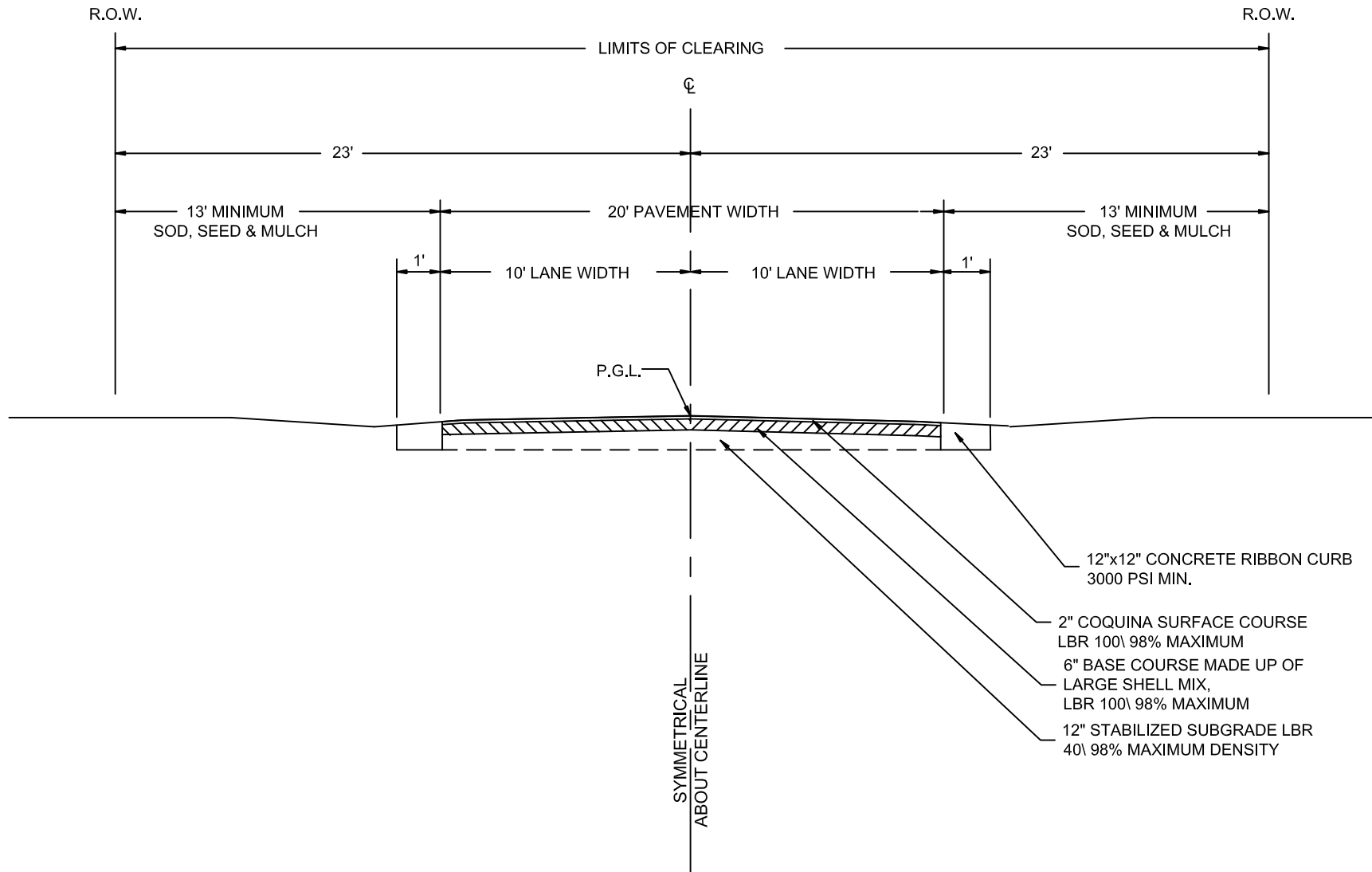
LOCAL ROAD - 2 LANE CURB & GUTTER TYP SECTION

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	2 OF 15

RIGHT-OF-WAY WIDTH: 46 FEET



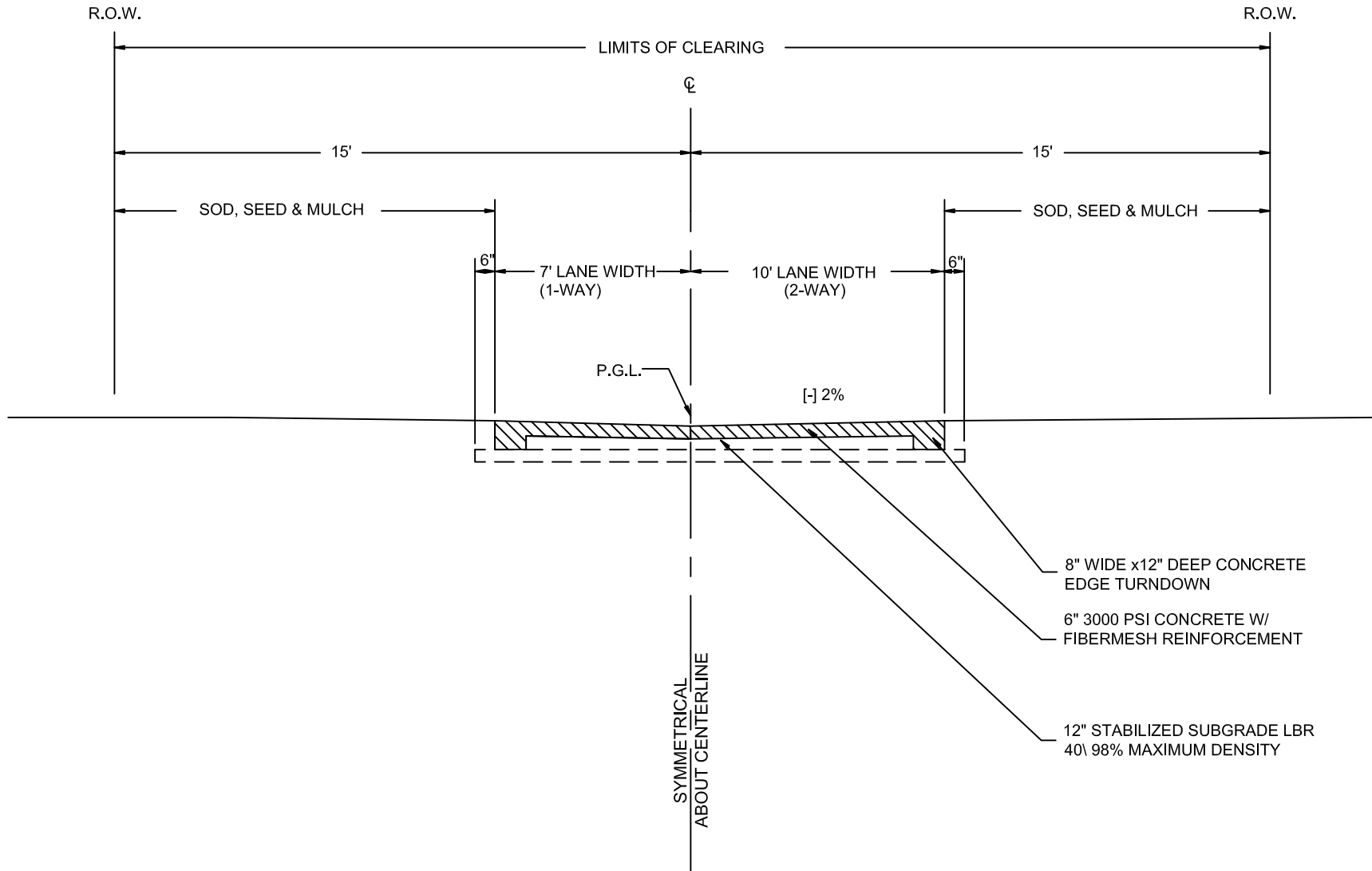
LOCAL ROAD - 2 LANE OLD TOWN TYPICAL SECTION

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	5 OF 15

RIGHT-OF-WAY WIDTH: 30 FEET



OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON
APPROVAL BY THE CITY OF FERNANDINA BEACH

30' ALLEY TYPICAL SECTION

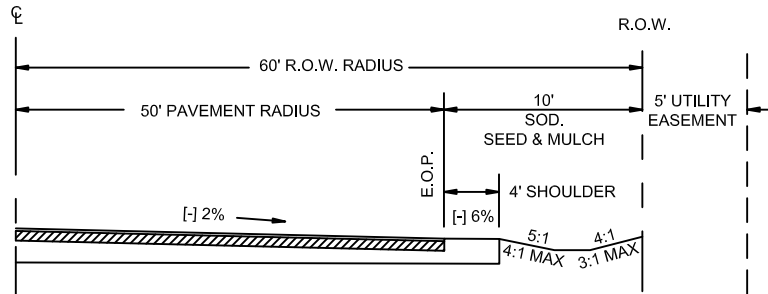


ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	

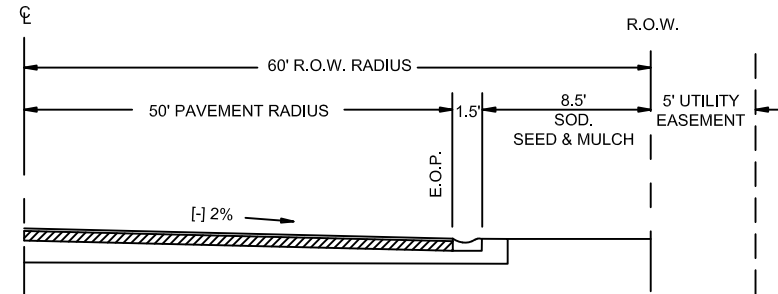
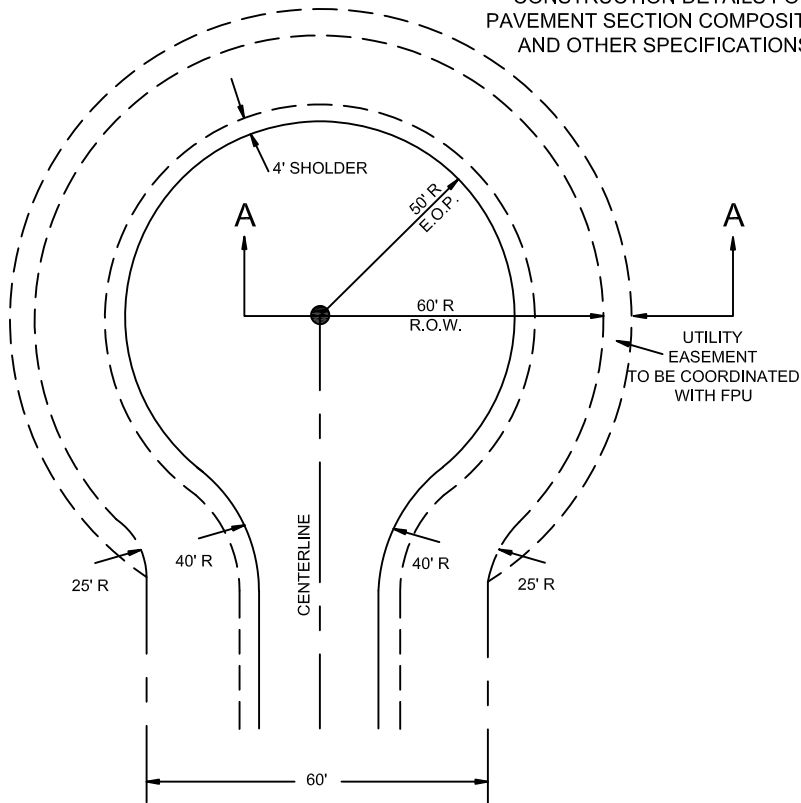
6 OF 15



SECTION "AA"

REFERENCE ROADWAY
CONSTRUCTION DETAILS FOR
PAVEMENT SECTION COMPOSITION
AND OTHER SPECIFICATIONS

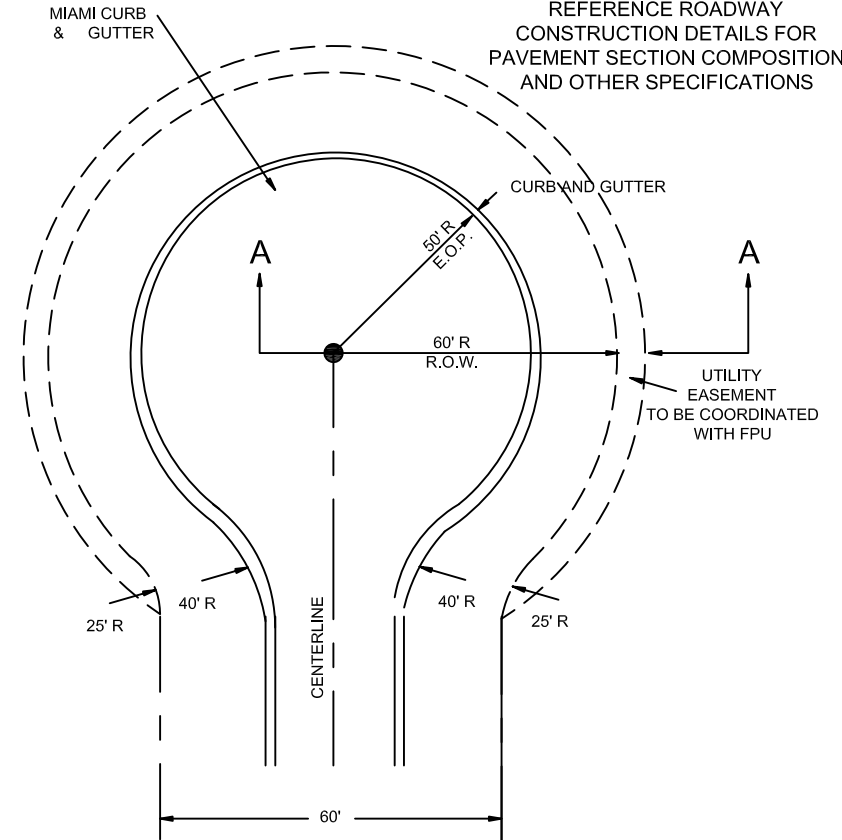
SYMMETRICAL
ABOUT CENTERLINE



SECTION "AA"

REFERENCE ROADWAY
CONSTRUCTION DETAILS FOR
PAVEMENT SECTION COMPOSITION
AND OTHER SPECIFICATIONS

SYMMETRICAL
ABOUT CENTERLINE



RESIDENTIAL CUL-DE-SAC CONSTRUCTION TYPICAL DETAIL

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	8 OF 15



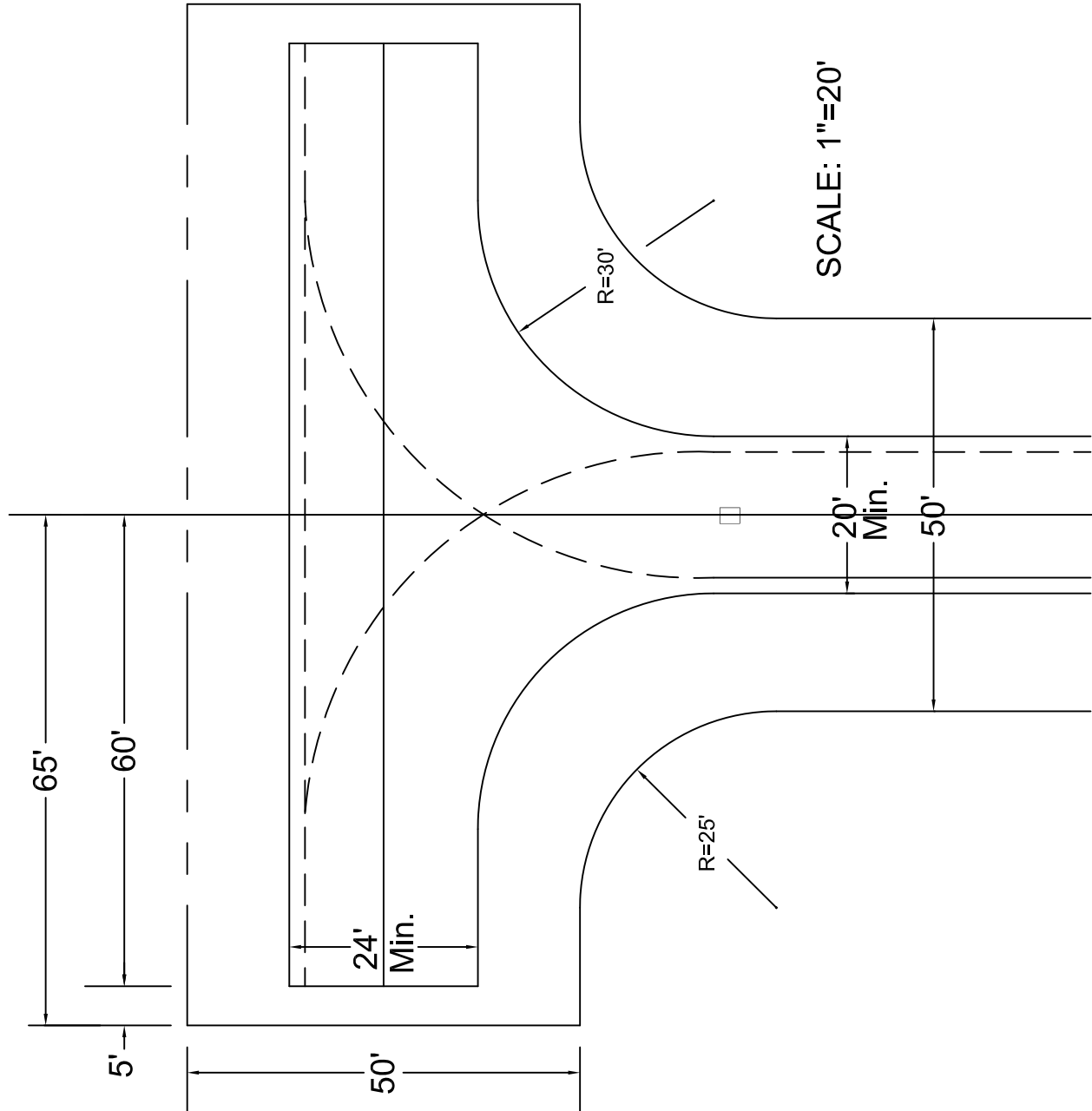
SPECIAL "T" TURNAROUND

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	

9 OF 15



SYMMETRICAL ABOUT Q_L

KEY:

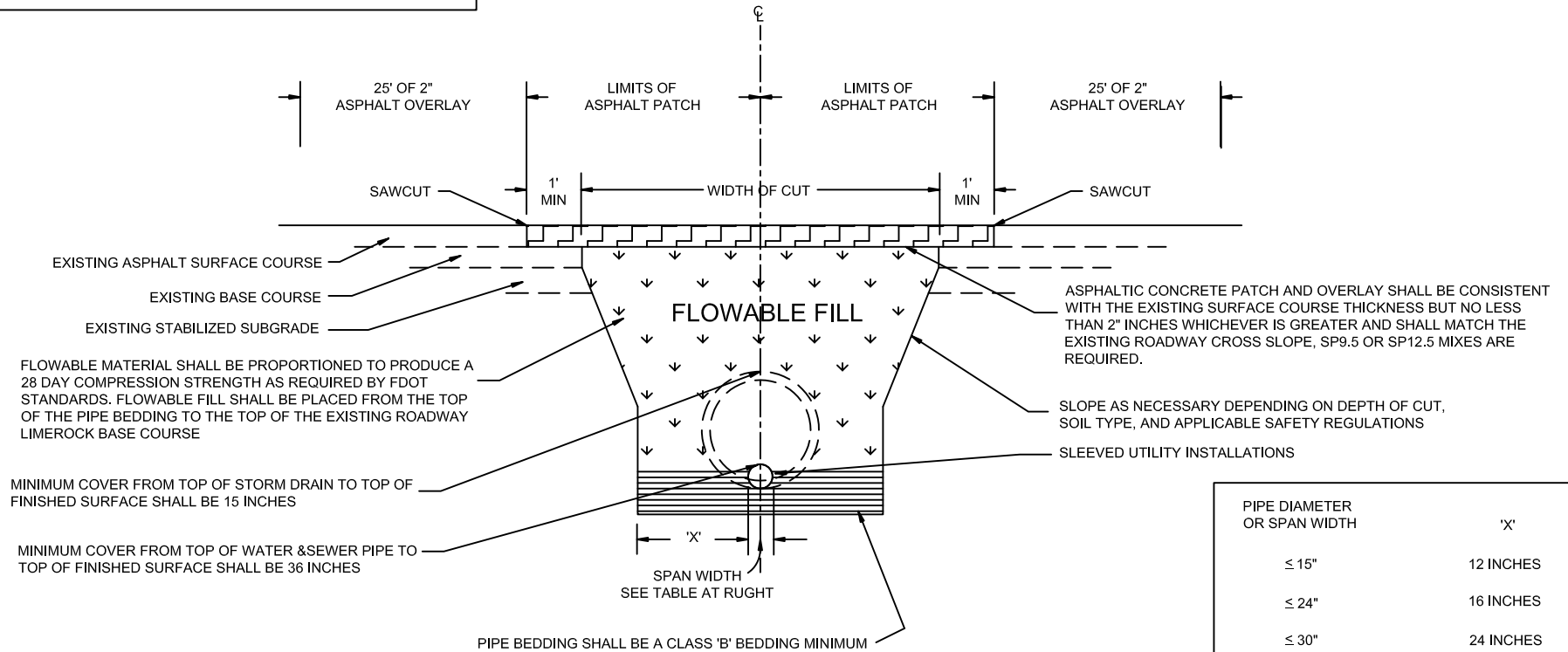
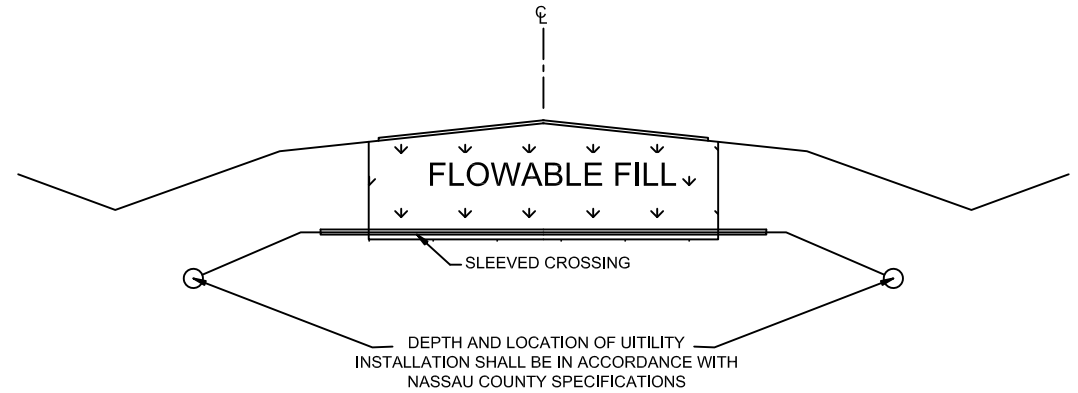
— PATH OF RIGHT FRONT WHEEL
(S.U. DESIGN VEHICLE-AASHTO,
A POLICY ON GEOMETRIC
DESIGN)

NOTE:

TO BE USED ONLY
WHERE CUL-DE-SAC
IS INAPPROPRIATE

NOTES:

- 1) OPEN ROAD CUTS ARE GENERALLY NOT AN ACCEPTABLE MEANS OF CONSTRUCTION UNLESS APPROVED IN ADVANCE BY THE ENGINEERING SERVICES DEPARTMENT.
- 2) MATERIALS, MIX PROPORTIONS, PRODUCTION, PLACING, CONSTRUCTION REQUIREMENTS, AND ACCEPTANCE OF FLOWABLE FILL SHALL BE IN ACCORDANCE WITH NASSAU COUNTY SPECIFICATIONS
- 3) ALL OPEN CUTS SHALL REQUIRE A PERMIT AND 48 HOUR ADVANCE NOTICE TO THE ENGINEERING SERVICES DEPARTMENT INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION A REPRESENTATIVE FROM THE COUNTY'S INSPECTION STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY
- 4) PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF PART 6, WORK ZONE TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE FDOT STANDARDS, LATEST EDITION
- 5) THE CONTRACTOR SHALL PROVIDE TO THE NASSAU COUNTY CEI CERTIFICATION OF THE MIX DESIGN FROM THE SUPPLIER AT THE TIME OF CONSTRUCTION
- 6) 1" ASPHALT OVERLAY LONGITUDINALLY, TO BE 25' EACH WAY FROM LIMITS OF PATCH / REPAIR (OR VARIED BY THE CITY OF FERNANDINA BCH



PIPE DIAMETER OR SPAN WIDTH	'X'
≤ 15"	12 INCHES
≤ 24"	16 INCHES
≤ 30"	24 INCHES
≤ 30"	36 INCHES



OPEN ROAD CUTS / FLOWABLE FILL

ROADWAY STANDARD DETAILS

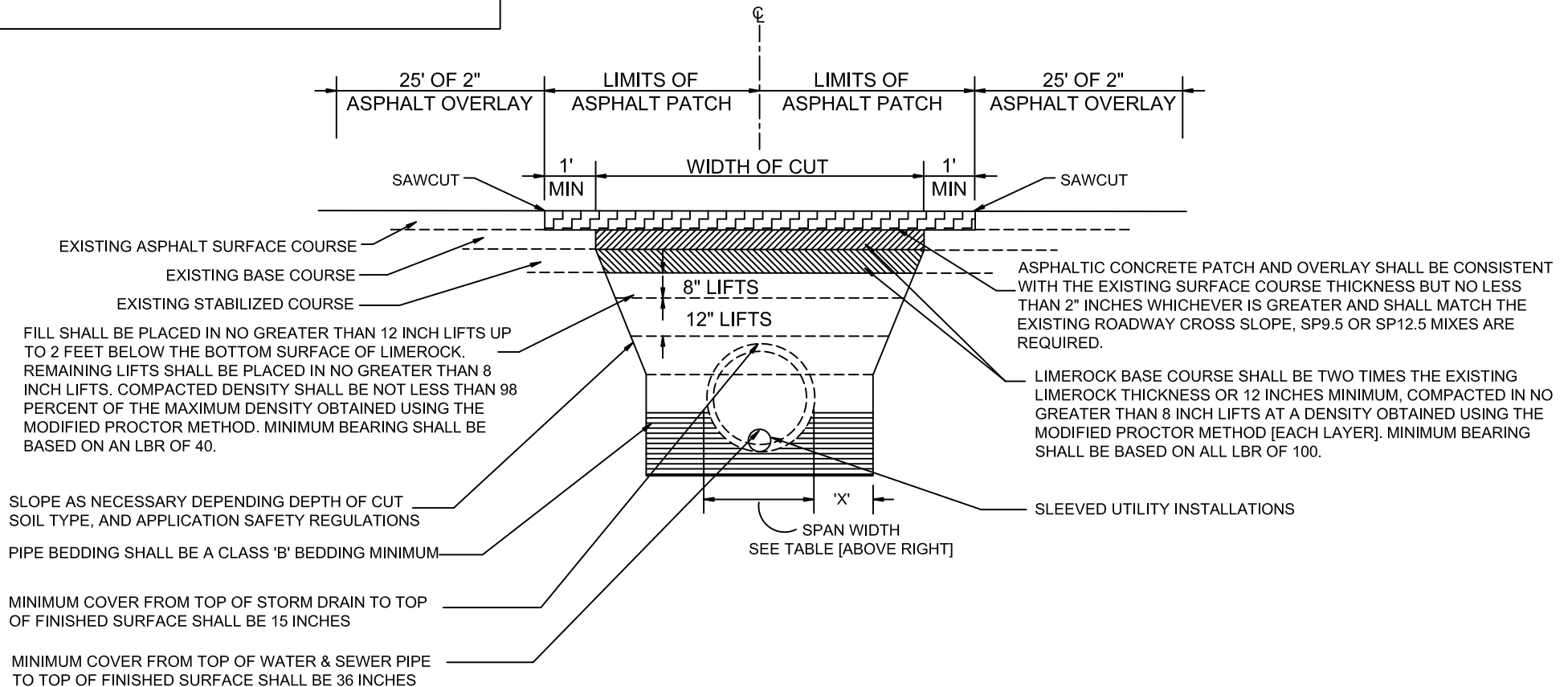
CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	10 OF 15

NOTES:

- 1) TEST REPORTS FOR DENSITY AND BEARING SHALL BE REQUIRED FOR ALL COMPACTED LIFTS
- 2) SOIL BEARING MAY BE DETERMINED BY A STATIC CONE PENETROMETER
- 3) FLOWABLE FILL IS THE PREFERRED ALTERNATIVE FOR ALL BACKFILL REQUIREMENTS (SEE OPEN ROADWAY CUT DETAIL NO. 15V FOR USE OF FLOWABLE FILL)
- 4) PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF PART 6, TEMPORARY TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE NASSAU COUNTY ROAD CLOSURE POLICY
- 5) ALL OPEN ROADWAY CUTS SHALL REQUIRE A 24 HOUR ADVANCE NOTICE TO THE ENGINEERING SERVICES DEPARTMENT INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION. A REPRESENTATIVE FROM THE HIGHWAY INSPECTION STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY
- 6) 1" ASPHALT OVERLAY LONGITUDINALLY, TO BE 25' EACH WAY FROM LIMITS OF PATCH/ REPAIR (OR VARIED BY THE CITY OF FERNANDINA BEACH FLORIDA)

PIPE DIAMETER OR SPAN WIDTH	'X'
≤ 15"	12 INCHES
≤ 30"	24 INCHES
≤ 42"	30 INCHES
≤ 48"	36 INCHES
≤ 60"	42 INCHES
≤ 60"	48 INCHES



OPEN ROAD CUTS / COMPACTED FILL

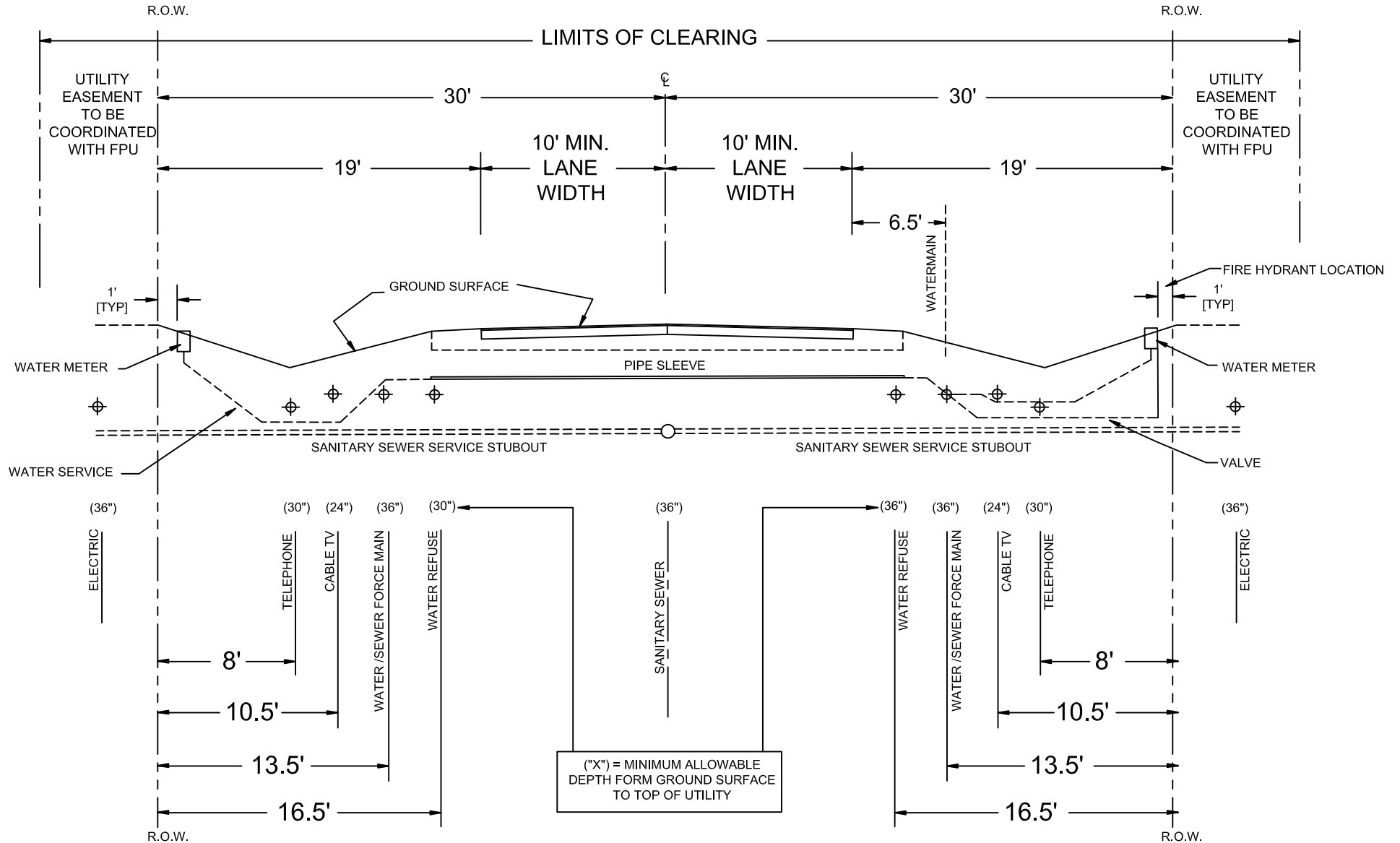
ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	

11 OF 15

ALL UTILITIES TO BE INSTALLED BELOW DRAINAGE SYSTEM UNLESS APPROVED BY THE CITY OF FERNENDINA BEACH
 ALL UTILITIES INSTALLED BELOW PAVEMENT MUST HAVE A MINIMUM COVER OF 36"

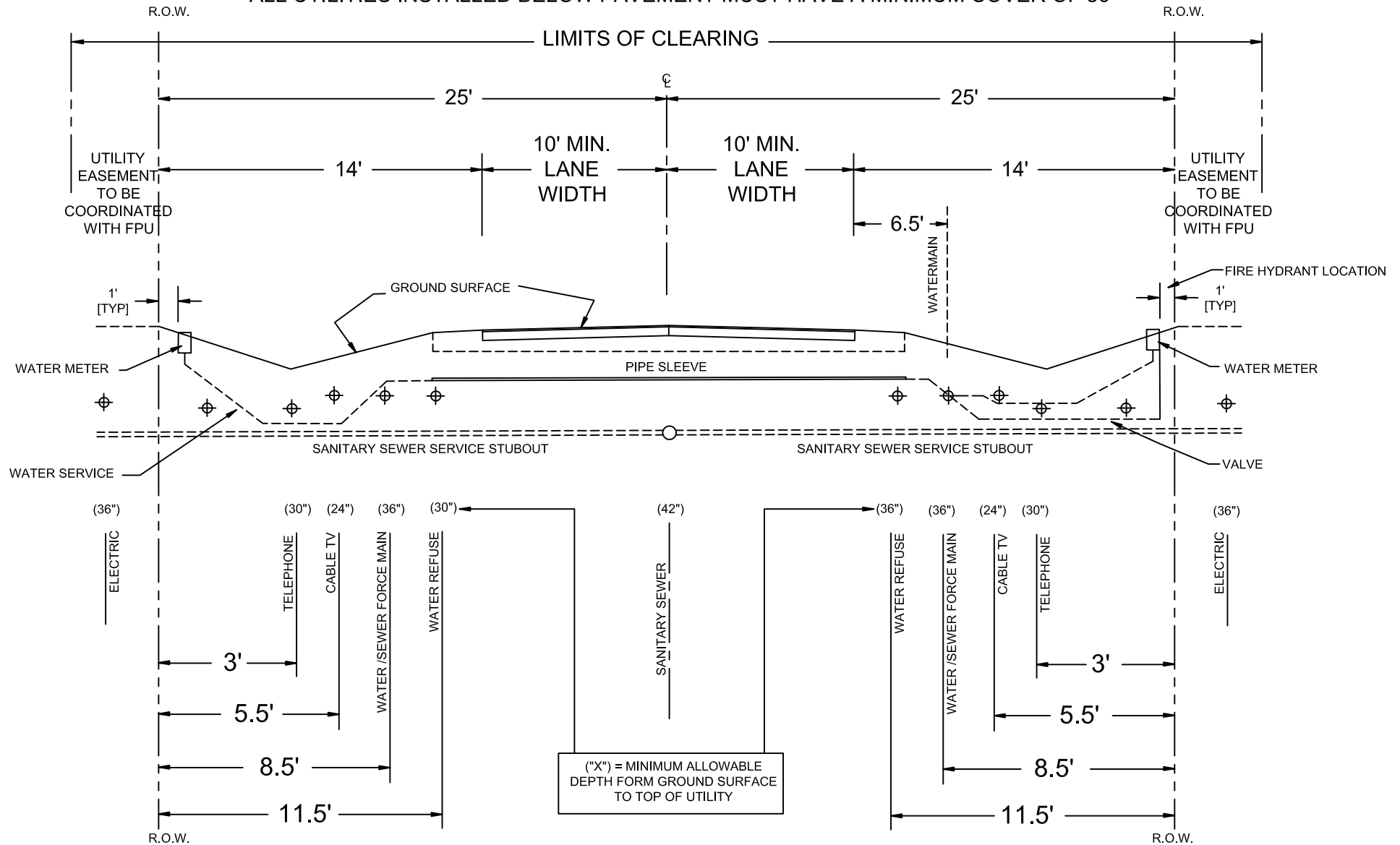


TYPICAL UTILITY LOCATION PLAN 60 FOOT RIGHT-OF-WAY

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	12 OF 15

ALL UTILITIES TO BE INSTALLED BELOW DRAINAGE SYSTEM UNLESS APPROVED BY THE CITY OF FERNENDINA BEACH
ALL UTILITIES INSTALLED BELOW PAVEMENT MUST HAVE A MINIMUM COVER OF 36"



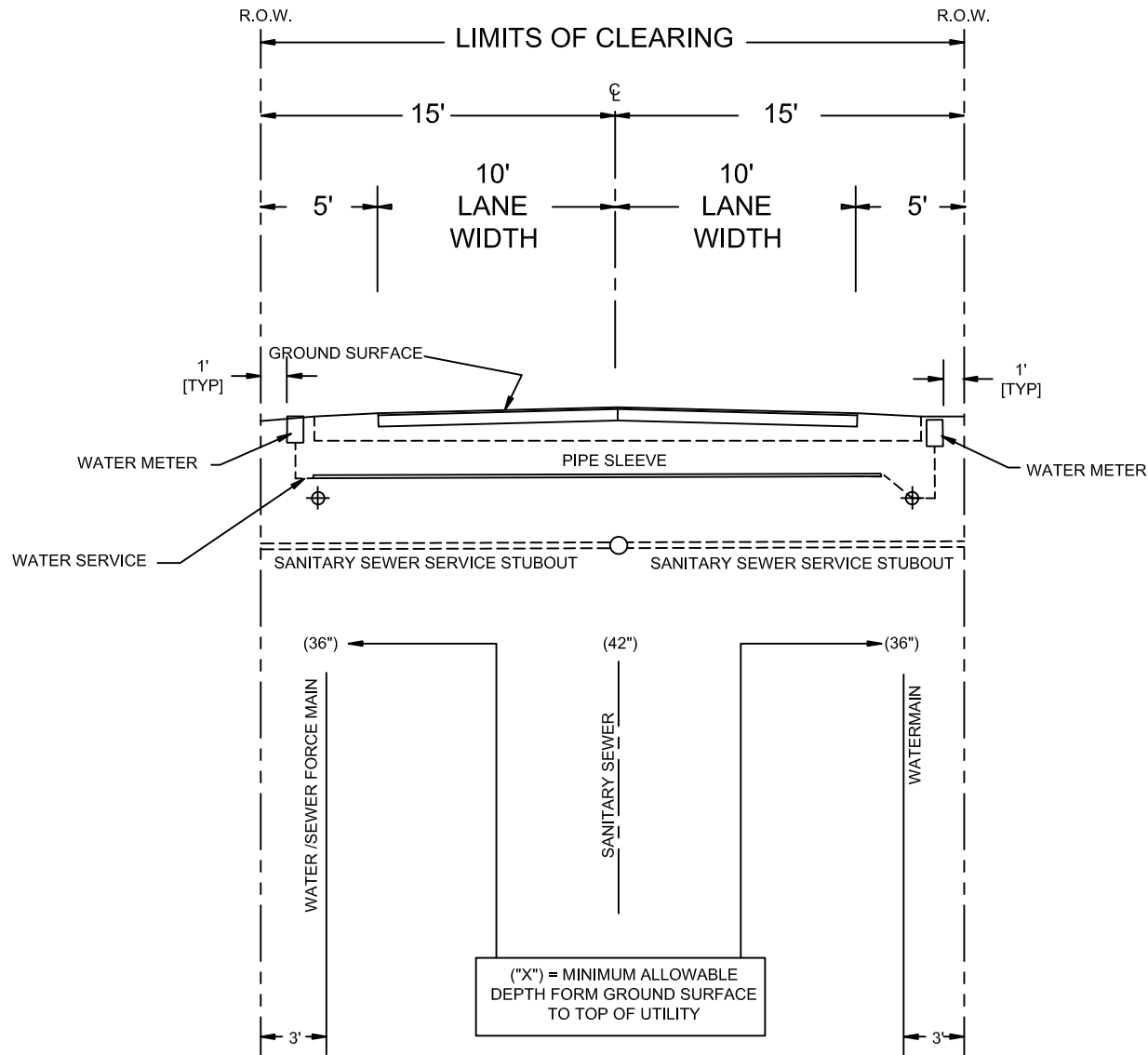
TYPICAL UTILITY LOCATION PLAN

50 FOOT RIGHT-OF-WAY

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	13 OF 15

ALL UTILITIES TO BE INSTALLED BELOW DRAINAGE SYSTEM UNLESS APPROVED BY THE CITY OF FERNENDINA BEACH
 ALL UTILITIES INSTALLED BELOW PAVEMENT MUST HAVE A MINIMUM COVER OF 36"



TYPICAL UTILITY LOCATION PLAN 30 FOOT ALLEY RIGHT-OF-WAY

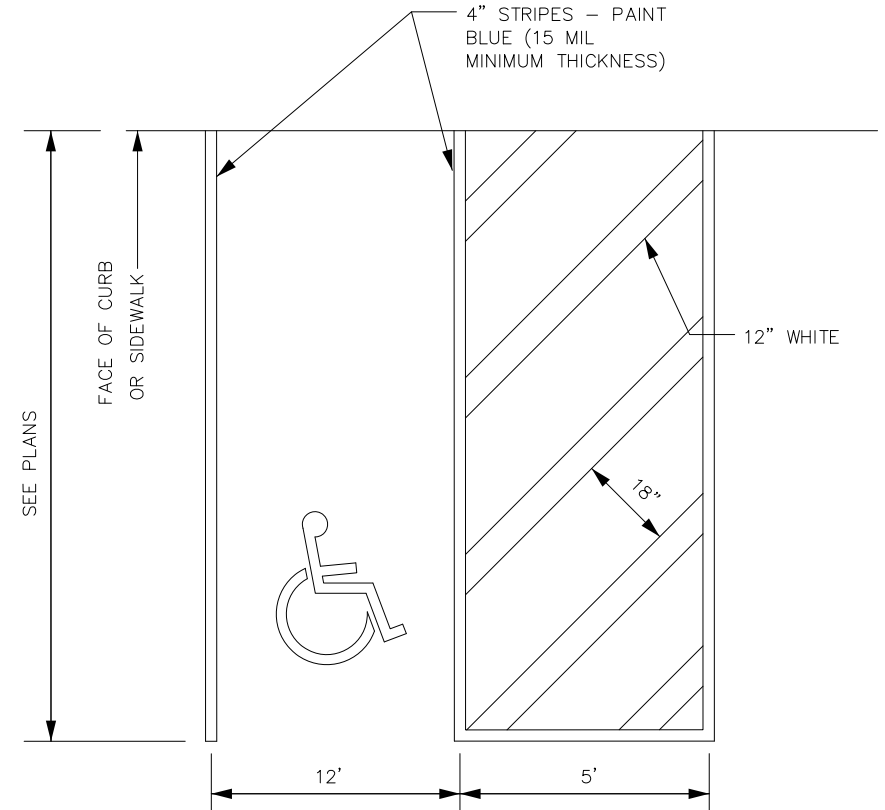
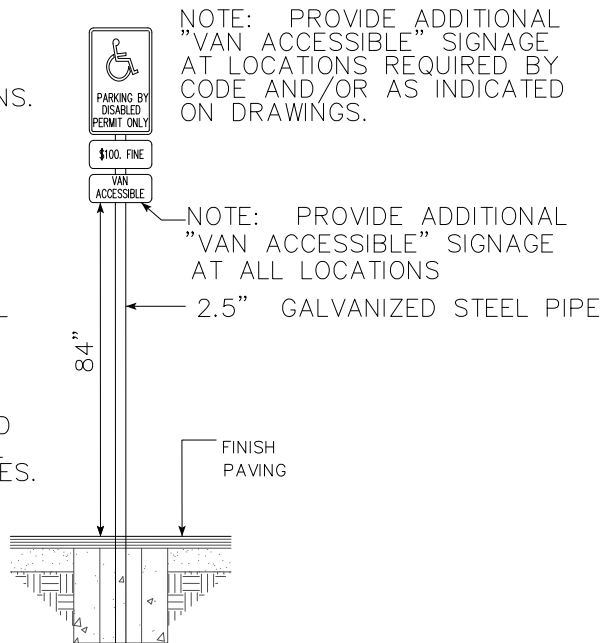
ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	

NOTE:

1. ALL SIGNS SHOWN SHALL CONFORM TO FEDERAL ACCESSIBILITY SPECIFICATIONS.
2. ALL SIGNS SHOWN SHALL BE REFLECTORIZED TO SHOW THE SAME COLOR BY NIGHT AS BY DAY.
3. ALL SIGNS SHALL BE SECURELY MOUNTED ON GALVANIZED STEEL CHANNEL POSTS.
4. INSTALL QUANTITY AND AT LOCATIONS REQUIRED BY CODE AND/OR AS INDICATED ON DRAWINGS. CONFIRM ALL HANDICAPPED SIGNAGE CODES.



Stall dimension measured from inside to inside striping

TYPICAL DISABLED PARKING



ADA PARKING AND SIGNAGE DETAIL

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	

15 OF 15

ROADWAY CONSTRUCTION NOTES

1. All right-of-way other than roadway areas shall be seeded and mulched or sodded. All slopes steeper than 6:1 shall require sodding. The City reserves the right to require sodding in special areas where erosion is a concern, such as adjacent to sidewalk and back curb.
2. The following will be the standard protection for ditches unless drainage calculations indicate otherwise:

(Minimum slope for grass ditches shall be 0.5%)

<u>SWALE PROFILE GRADES</u>	<u>PROTECTION REQUIRED</u>
0.5%-1.0%	Grassing and mulching
1.0%-4.0%	Sod
4.0% and greater	Ditch paving (concrete)

3. The limits of stabilizing sub-grade shall extend to a varying depth (per plan) below the bottom of the base and outward to twelve inches (12") beyond the curb.
4. The stabilizing material should be a high bearing value soil, sand-clay, limerock, recycled concrete, shell, or other material as approved by the City and a licensed soils engineer.
5. The sub-grade for all street shall be stabilized not less than forty (40) pounds Limerock Bearing Ratio (LBR) to a 12" minimum depth. A compaction of no less than ninety-eight (98%) percent density based on AASHTO T-180 shall be required.
6. Tests for sub-grade bearing capacity and compaction shall be done at a minimum of every 250 feet and shall be staggered to the left, right, and at center line of the roadway. For short sections of roadway, at least two (2) tests shall be required.
7. Bases for all streets shall have a minimum 8" depth. Soil cement bases shall have a strength of 350 pounds per square inch at 28 days (85 to 125% tolerance). Recycled concrete or limerock bases shall be compacted to (98%) minimum density based on AASHTO-T 180 Modified Proctor Test (LBR 100).
8. Soil Cement and recycled concrete mix designs shall be submitted to the City for approval prior to start of sub-grade preparation.
9. Concrete delivery tickets shall be provided to the City at the time of placement.
10. Testing of the in-place bases shall be done at intervals equivalent to sub-grade testing and shall consist of, as a minimum, moisture content and compaction of the City.
11. Limerock, recycled concrete, or full depth asphalt pavement may be used in place of soils cement bases. All bases and roadway designs shall be subject to the approval of the City.
12. Soil cement base material construction shall be continuously supervised by a soil testing lab at the developer's expense.
13. Cure coating of soil cement base shall be removed by hand planing prior to installation of driving surface.

ROADWAY CONSTRUCTION NOTES

14. Soil cement pavement bases with the cure coat applied shall be allowed to cure a minimum of seven (7) days under no traffic prior to placing any asphalt surface. (Test report required prior to traffic usage)
15. Design mixes shall be submitted to the City Engineer for approval no less than three (3) working days prior to any roadway construction.
16. Asphalt specifications shall be submitted by the Design Engineer with final plans to the City. Florida State-certified batch plants must than certify that these approved specifications have been met.
17. Extraction and gradation test on asphalt mixes shall be provided to the City to ensure that design mixes meet the City standard specifications.
18. The roadway crown shall have a standard one quarter inch (1/4") per foot slope.
19. All roadways with curb and gutter sections shall have a standard, a minimum longitudinal slope of 0.30%.
20. The finished pavement edge may be within one quarter inch (1/4") above the adjacent concrete curb.
21. Concrete curbs shall be provided on both sides of all streets and constructed with 3,000 PSI concrete at 28 days.
22. Concrete curbs shall be saw cut 1/4" at intervals of ten feet (10') with expansion joints at street intersections, structures, and along curves at sixty feet (60') intervals. All expansion joint material is required to be installed through the entire depth of the concrete curb.
23. A "S" shall be cut or etched in the curb to make the location of all sewer service.
24. An upside-down "W" shall be cut in the outside edge of curb to mark the location of all water services.
25. Three (3) concrete cylinders shall be taken and tested (1 at 14 days and 1 at 28 days) for every seventy-five (75) cubic yards of concrete or less placed. Test results shall then be provided to the City Engineer as they become available.
26. The Developer shall provide all required pavement markings on all roadways per City, County, and State requirements. Centerline stripes shall be provided on extensions of City collector or arterial roads, county roads, and state highways only.
27. A City of Fernandina Beach approved Stop Sign and a 24" thermoplastic Stop Bar are required at all roadway intersections.
28. All traffic control devices placed at intersections, private streets, public streets, county roads, and state highways within the City limits shall be installed according to the Manual on Uniform Traffic Control Devices, latest edition.
29. The Developer is responsible for paying fees for Traffic Control Devices to the City for installation. Street signs and stop signs shall be placed at all intersection, including but not limited to private street, public street, county roads, and state highways within the City limits.

ROADWAY CONSTRUCTION NOTES

30. The Developer is responsible for paying fees for all street lights prior to acceptance of the project by the City.
31. A minimum of five foot (5') wide sidewalks shall be provided on both sides of all residential streets unless otherwise approved by the Streets Department, see details. Areas where additional width is required will be identified by City staff.
32. All materials utilized for improvements within the City Right of Way shall have a minimum design service life of 50 years.

33. Standard Turning Radii for Intersections:

Residential streets with state & County Roadways	40-50 ft.
Or major thoroughfares within the City	

Entrances to commercial sites off of City streets	30 ft.
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Intersections interior in subdivisions	40 ft.
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Should Nassau County or the Florida Department of Transportation (FDOT) determine that larger radii are warranted within their right-of-way, the larger radii shall prevail.

34. Construction methods and design for concrete pavement shall conform to F.D.O.T. Standard Specifications for Road and Bridge Construction, latest edition.
35. All contractors who are performing the construction of public improvements (water main, sanitary sewer main, reclaimed water mains, storm pipes and inlets, and also constructions of roadways). Shall be certified with the Florida State Department of Business and Professional Regulations (DBPR) for the type of work that they perform.
36. Utility Depth:
- High Voltage utilities such as power (feeder, service, and drops) shall be buried a Minimum of 30 inches in depth, 36" under pavement.
 - Low Voltage utilities such as phone and cable TV shall be buried a minimum of 12 inches in depth for feeder and services. Services drops shall be buried a minimum of 6 inches in depth, 36" under pavement.
37. No new above ground installation of electrical, phone or cable distribution lines or services will be permitted in City of Fernandina Beach right of ways.
38. All dead end roadways that exceed one-hundred fifty feet (150') shall be provided with an approved turnaround.
39. Minimum vertical clearance over all roadways is 13'-6". Minimum vertical clearance over all sidewalks is 7'.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Approval of Minutes

REQUESTED ACTION: Approve Minutes

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

Community Redevelopment Agency	April 19, 2022
City Commission Regular Meeting	April 19, 2022
City Commission Workshop	May 3, 2022
City Commission Regular Meeting	May 3, 2022
City Commission Workshop	May 17, 2022
City Commission Regular Meeting	May 17, 2022
City Commission Workshop	June 7, 2022
City Commission Regular Meeting	June 7, 2022

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 7/8/2022

Caroline Best

Date: June 24, 2022

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met as the Community Redevelopment Agency on Tuesday, April 19, 2022, at 5:00 pm in City Hall Commission Chambers. Present were Mayor Michael A. Lednovich, Vice Mayor Len Kreger presiding and Commissioners Bradley Bean, Chip Ross, and David Sturges. Also, present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Lednovich called the meeting to order.

3.1 CRAAB PRESENTATION: Community Redevelopment Agency Advisory Board (CRAAB) Chair Jack Knocke gave a presentation of accomplishments as well as first quarter and future goals which include creating an action plan using tools designed to energize community redevelopment areas.

3.2 CRAAB DIRECTION: According to the agenda support documents, this item is at the pleasure of the CRA Board and provides direction on the CRAAB's goals and duties. Commissioner Ross explained single family residential units and hotel/accommodations are not presently allowed within the Waterfront-I (WI) zoning district which he supports therefore the CRAAB should not focus on changing CRA zoning. Vice Mayor Kreger stated the CRA should focus on what they feel is relevant. Commissioner Sturges and Mayor Lednovich commented the zoning should remain WI. Commissioner Ross noted he previously advocated for increasing CRA height restrictions to encourage development which was not supported by the Commission. Commissioner Ross advised that view corridors are a big part of the CRA plan and asked whether they change or remain the same. Vice Mayor Kreger and Commissioner Sturges suggested the question was premature due to the CRAAB not yet having an opportunity to make recommendations.

3.3 APPROVAL OF FY2020-2021 CRA REPORT: According to the agenda support documents, this item requests final approval of the FY 2020-21 Amelia River Waterfront CRA Annual Report. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve the Annual Report. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

4.1 PROJECT UPDATES: According to the agenda support documents, staff will provide an update on ongoing and upcoming projects within the CRA. City Manager Martin reported the following public projects are underway and/or near completion: riverwalk, seawall, Petanque courts, dredging, Ash, Centre, and Alachua railroad crossings and stormwater improvements. The following private activities are in various stages of construction/development: 2nd and 3rd Streets residential development immediately south of City Hall, North 2nd Street residential and mixed-use development from Center to Calhoun Streets, Alachua Street redevelopment from North Front Street to North 2nd Street, Atlantic Seafood is working to hire an architect, Beacon Fisheries recently acquired the northern most CRA property.

City Manager Martin requested permission to move forward with soliciting bids for a flow study for approximately \$70,000 which would be funded with CRA monies to determine what alternatives there are to dredging. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve.** City Engineer Charlie George spoke to the benefits of a flow study and sedimentation studies which are needed to make educated decisions. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

DRAFT

MINUTES

Community Redevelopment Agency

April 19, 2022

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WATERFRONT IMPROVEMENTS: Jenny Schaffer, 342 North Fletcher Avenue, owns property within the CRA, noted her chief concern is flooding, until a seawall built she is hesitant to invest in substantial renovation costs. Additionally, Ms. Shafer would like to see more sidewalks and Broome Street improvements.

ADJOURNMENT: There being no further business to come before the Community Redevelopment Agency, the meeting was adjourned at 5:57pm.

ATTEST:

Caroline Best
City Clerk

Michael A. Lednovich
Commissioner-Mayor

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, April 19, 2022, at 6:00 PM in City Commission Chambers. 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. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Lednovich called the meeting to order, and Vice Mayor Kreger led the Pledge of Allegiance to the Flag.

The invocation was given by Reverend Bernard Thompson of New Zion Missionary Baptist Church.

4.1 PROCLAMATION - NATIONAL ARBOR DAY: Mayor Lednovich read the Proclamation in full recognizing April 19, 2022, as "National Arbor Day." Planning and Conservation Department Urban Forester David Neville was in attendance to accept.

4.2 BUDGET SUMMARY: Comptroller Pauline Testagrose was available to answer any questions regarding the budget summary for March 2022.

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

GOLF COURSE: Lee Murray, 2752 First Avenue, Fernandina Beach Golf Course Advisory Board Chairman, clarified the current food and beverage revenue and encouraged the City to cooperate with and support staff as improvements continue to be made.

TREE PRESERVATION: Robin Jones, 606 Date Street, urged the Commission to aggressively protect trees as healthy trees are being removed and encouraged more stringent tree removal requirements especially in the historic district.

TREE PRESERVATION: Margaret Kirkland, 1377 Plantation Point, represents the Amelia Tree Conservancy stressed better management of aggressive tree removal companies and encouraged public education.

TREE PRESERVATION: Mary Libby, 616 Spanish Way East, reiterated educating the public is a key element in tree preservation and encouraged the city to be more proactive with educational materials.

TREE PRESERVATION: Joyce Tuten, 2120 Beech Street, a retired science teacher, advocated for uniting to educate the public.

TREE PRESERVATION: Salli Long, 409 S. 6TH Street, witnessed the removal of three healthy trees across the street from her property and urged the Commission to review policies for stricter regulations.

TREE PRESERVATION: Julie Ferreira, 501 Date Street, shared a slide presentation detailing the removal of healthy trees and urged the Commission to contact congress to advocate for more stringent tree protection.

Discussion ensued regarding tree preservation and options including review of the Land Development Code. City Attorney Bach explained the state law permit requirement for door-to-door solicitations and substantiated modifications will be made to the local ordinance.

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

6.1 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: According to the agenda support documents, Resolution 2022-61 corrects a Scrivener's error in the account number for the project. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-61. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2022-67 APPROVING A FACILITIES USE AGREEMENT WITH THE 117TH AIR CONTROL SQUADRON, GEORGIA AIR NATIONAL GUARD FOR USE OF AIRPORT PROPERTY: According to the agenda support documents, Resolution 2022-67 approves the Facilities Use Agreement with the 117th Air Control Squadron, Georgia Air National Guard for use of Airport property. **At the request of staff, this item has been removed from consideration due to the 117th Air Control Squadron canceling their planned exercise in April.**

6.3 RESOLUTION 2022-68 APPROVING A UTILITIES DEPARTMENT BUDGET TRANSFER FOR FISCAL YEAR 2021/2022: According to the agenda support documents, Resolution 2022-68 approves a Utilities Budget Transfer for FY2021/2022 to accommodate an increase in cost associated with permit fees and electrical installation for Project #22030. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-68. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2022-69 AUTHORIZING THE CITY ATTORNEY TO DEFEND THE CITY IN CERTAIN LITIGATION: According to the agenda support documents, Resolution 2022-69 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 for the State of Florida. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-69. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.5 RESOLUTION 2022-70 APPROVING THE LEASE AGREEMENT WITH LANDMARK MODERNIZATION CONTRACTORS FOR AN AERONAUTICAL GROUND LEASE AT THE FERNANDINA BEACH MUNICIPAL AIRPORT: According to the agenda support documents, Resolution 2022-70 approves a lease agreement with Landmark Modernization Contractors for aeronautical use at the Fernandina Beach Municipal Airport. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-70. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2022-66 DIRECTING THE CITY MANAGER TO PREPARE A RESOLUTION FOR A BOND REFERENDUM: According to the agenda support documents, Resolution 2022-66 directs the City Manager to prepare a list of projects requiring significant funding that would be appropriate for a bond referendum. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2022-66.** Commissioner Ross proposed that the bond referendum be held at the November 2022 General Election and that the \$20 million dollar bond be distributed as follows: waterfront stabilization \$8M; downtown renovations \$8M; beach walkovers \$1.1M; Egans Creek Greenway expansion \$1M and various City facilities \$1.9M. Vice Mayor Kreger stated he would support a General Obligation Bond (GOB) referendum only if it were to fund the entire waterfront stabilization project. Commissioner Ross expressed confusion stating other funding sources are unrealistic, grants need to be matched and as the Commission agreed at their Visioning Session, it is time to give voters a choice. Commissioner Bean avowed his commitment to downtown revitalization. Both Mayor Lednovich and Commissioner Ross expressed confusion over Vice Mayor Kreger's change in position. Commissioner Ross offered a compromise, that would allow for partial funding of each project.

Public Works Director Jeremiah Glisson gave a brief explanation of the aging downtown lighting infrastructure that needs repair/or replacement due to discontinued parts. City Engineer Charlie George confirmed current light poles do not meet regulation and need to be replaced to fulfill code standards and clarified how financial estimates were calculated. Commissioner Ross stressed the inability for previous Commissions to move forward and advocated for a voter decision. Commissioner Sturges is opposed to Greenway funds and wet properties that are not developable. Commissioner Ross referenced the Burt Harris Act noting bond funding is optimal to purchase property. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

1-4 Motion failed.

7.2 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; According to the agenda support documents, Resolution 2022-71 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. **A motion was made by Commissioner Bean, seconded by Commissioner Ross, to approve Resolution 2022-71. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 SECOND READING OF ORDINANCE 2022-09: City Attorney Bach read Ordinance 2022-09 by title only, which was as follows: "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." According to the agenda support documents, Ordinance 2022-09 zoning map amendment to abandon the 1985 Conditional Use Permit creating a PUD for the downtown waterfront properties. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-09. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 SECOND READING OF ORDINANCE 2022-10: City Attorney Bach read Ordinance 2022-10 by title only, which was as follows: "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." According to the agenda support documents, Ordinance 2022-10 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. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2022-10.** *The consensus of the Commission was to amend Ordinance 2022-10 to change the transfer of funds within the same department to \$25,000 and within the same division to \$15,000. City Manager Martin confirmed staff accepts the amendment. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.*

9.1 AIRPORT ADVISORY COMMISSION: According to the agenda support documents, there was one appointment for the Airport Advisory Commission. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve the appointment of Tom Lockie. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** *The consensus of the Commission was to direct staff to send a formal letter to candidates not approved for appointment.*

CITY MANAGER REPORTS:

CEREMONIES: City Manager Martin reminded of the City Fire Station groundbreaking ceremony Wednesday April 20th at 3:00 PM. The Fire Department pinning ceremony will take place Friday April 22 10am at the Peck Center.

MEETING: City Manager Martin will attend the Northeast Florida League of Cities (NEFLC) meeting Thursday April 21st in Keystone Heights, Florida. City Manager Martin thanked Amelia Island Tourist Development Council Managing Director Gil Langley, Main Street Director Lisa Finkelstein, Amelia River Cruises Kevin McCarthy, and Digital Communications Specialist Mary Hamburg for their preparation to host the NEFLC meeting Thursday May 19th.

MEMORIAL: City Manager Martin announced the Law Enforcement Memorial Ceremony will take place Wednesday May 4th 10am at the Nassau County Sheriff's Complex.

APPLICATIONS: City Manager Martin clarified the City will not solicit non-profit applications; information will be forthcoming regarding current donations.

SURVEY: City Manager Martin distributed a handout of a sample survey that is being prepared to mail to randomly selected residents, subsequently an online survey will be available to all at a later date. All are welcome to participate, survey data is scheduled to be available August 15th . The consensus of the Commission was to direct the City Manager to send a letter in support of Florida Senate House Bill 518 regarding the tree ordinance.

CITY ATTORNEY REPORTS: City Attorney Bach had no reports at this time.

CITY CLERK REPORTS: City Clerk Best had no reports at this time

MAYOR/COMMISSIONER COMMENTS:

DUNES: Vice Mayor Kreger reported dune progress continues along First Avenue as staff continues to resolve retainer wall issues.

EVENT: Commissioner Bean thanked City staff for the successful recycle and food drive event benefitting Barnabas.

SHRIMP FEST: Commissioner Bean expressed excitement for the return of the Shrimp Festival April 29 – Sunday May 2.

EVENTS: Commissioner Sturges thanked City staff for the recycle event and expressed enthusiasm for the upcoming Shrimp Festival.

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City Commission Regular Meeting

April 19, 2022

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CLEANUP: Mayor Lednovich announced the St. Mary's River Clean Up Saturday April 23 at 9 AM and welcomed all to participate in the island wide benefit.

14. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 7:54PM.

ATTEST:

Caroline Best
City Clerk

Michael A. Lednovich
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Workshop on Tuesday, May 3, 2022, at 5:00 pm in the City Commission Chambers. Present were Mayor Michael A. Lednovich, Vice Mayor Len Kreger presiding and Commissioners Bradley Bean, Chip Ross, and David Sturges. Also, present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Lednovich called the meeting to order.

3.1 SHELL COVE/HICKORY STREET RIGHT-OF-WAY DISCUSSION: This item was placed on the agenda at the request of Mayor Lednovich who opened the floor for public comment.

IN SUPPORT: Richard Timm, 2126 Shell Cove Circle, distributed a handout and gave a brief history of the final plat which was approved without a fence and explained how encroachments have evolved over the last few years. Citing lack of communication between the City and Shell Cove residents it is inexplicable why this is an issue.

IN SUPPORT: Denise Murphy, 2182 Shell Cove Circle, submitted a handout and expressed concern for safety if her hedges were removed and replaced with fencing due to encroachment.

IN SUPPORT: Lisa Timm, 2126 Shell Cove Circle, distributed a handout with photos of City wide right of way encroachments and advocated for support from the Commission to allow Shell Cove encroachments.

IN SUPPORT: Alice Parmer, 2190 Shell Cove Circle, previously emailed a handout to the City Commission that will be part of the record. Ms. Parmer referenced the 2019 City Commission approval for encroachments which enhanced and beautified the area and implored the Commission to act with integrity.

City Manager Martin noted there are no staff recommendations at this time considering differing Commissioner opinions however the City maintains the option to remove any problematic right-of-way encumbrances. A right-of-way permit and waiver is being drafted and will be distributed to all property owners with encroachment for liability obligation. Further discussion ensued amongst the Commission regarding encroachment, complaints, safety concerns, code enforcement and possible solutions. City Attorney Bach explained permitting, proper noticing and enforcement of encroachment on City property. After further debate ***the majority consensus of the Commission, Vice Mayor Kreger, Commissioner Bean and Commissioner Sturges, concurred to direct staff to notify property owners of encroachments comprised of pavers, concrete, or gravel.***

3.2 SIGN ORDINANCE: This item is placed on the agenda at the request of Commissioner Bean who observed the City sign ordinance creates disadvantages to City located businesses which are near to, or abut, businesses located in Nassau County who's sign ordinance is more lenient. City Manager Martin will discuss next steps with the Nassau County Manager to correct the issue.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:58 PM.

ATTEST:

DRAFT

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City Commission Workshop
May 3, 2022
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Caroline Best
City Clerk

Len Kreger
Vice-Mayor

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, May 3, 2022, at 6:00 PM in City Commission Chambers. 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. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Lednovich called the meeting to order, and Vice Mayor Kreger led the Pledge of Allegiance to the Flag.

The invocation was given by Reverend Bernard Thompson of New Zion Missionary Baptist Church.

4.1 PRESENTATION - NASSAU HUMANE SOCIETY: Nassau Humane Society Representative Dionna Sowers presented “Louie” the “City Commission Dog of the Month.”

4.2 PRESENTATION - FERNANDINA OBSERVER: Editor Susan Hardee Steger and Reporter-News Analyst Suanne Thamm introduced new Editor-in-Chief Mike Phillips.

4.3 PROCLAMATION - MR. JOHN M. COTNER: Mayor Lednovich read the Proclamation in full honoring Mr. John M. Cotner's legacy and dedication to civic service. Members of Mr. Cotner’s family were in attendance to accept the Proclamation.

4.4 PROCLAMATION - "NATIONAL TRAVEL & TOURISM WEEK": Mayor Lednovich read the Proclamation in full proclaiming the week of May 1-7, 2022, “National Travel and Tourism Week.” Amelia Island Tourist Development Council President Gil Langley was in attendance to accept the Proclamation.

4.5 PROCLAMATION - "MUNICIPAL CLERKS WEEK": Mayor Lednovich read the Proclamation in full proclaiming the week of May 1-7, 2022, as “Municipal Clerks Week.” City Clerk Caroline Best was in attendance to accept the Proclamation.

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

GOLF COURSE: James Rauschenberger, 2738 Sea Grove Lane, thanked City Manager Martin for his insight and commended the collaboration with City suggesting that staff be implemented to perform maintenance and tree trimming rather than contracting the work out. As a member of the Golf Course Advisory Board, it does not support hiring an outside management company.

NEIGHBORHOOD CONCERN: Danny Ferreira, 1754 S. 15th Street, expressed concerned for encroaching commercial development into the residential community.

CHANGES TO THE AGENDA: At this time, City Attorney Bach requested the City Commission formally appoint Mr. James L. Parr as Building Official. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to appoint Building Official James L. Parr. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.1 RESOLUTION 2022-72 APPROVING THE EXTENSION OF WATER AND WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 5.45 ACRES OF LAND LOCATED AT 1467 S. 4TH STREET: According to the agenda support documents, Resolution 2022-72 authorizes the extension of water and wastewater services to the property owners identified whose property is located at 1467 S. 4th Street, Parcel Number: 00-00-31-1800-0203-0000 and also approves the Voluntary Annexation

Petition. City Attorney Bach requested this matter be postponed until research with outside council has been conducted to determine to what extent the City can require development under the Comprehensive Plan and Land Development Code while the property is not contiguous to the City limits can be resolved. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to postpone Resolution 2022-72 to the June 21 City Commission Regular Meeting.**

PROPERTY OWNER: Michael Danhour, 5985 Richards Street, Jacksonville gave a brief presentation on his property, Amelia Marshpointe, and explained the proposed development.

Vice Mayor Kreger noted the owners should have been given prior notification. Commissioner Bean advocated for the plan under the current City rules and regulations. Commissioner Sturges apologized to the property owners for the late notice and expressed all City rules and guidelines must be followed for any proposed plan. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2022-73 APPROVING THE EXTENSION OF WATER AND WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.20 ACRES OF LAND LOCATED AT 2112 S. 8TH STREET: According to the agenda support documents, Resolution 2022-73 authorizes the extension of water and wastewater services to the property owners identified whose property is located at 2112 S. 8th Street, Parcel Number No. 00-00-30-0800-0047-0020 and also approves the Voluntary Annexation Petition. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-73. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2022-74 APPROVING TEMPORARY EASEMENT AGREEMENTS BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED STATES ARMY CORPS OF ENGINEERS FOR BEACH RENOURISHMENT STAGING AND MOBILIZATION: According to the agenda support documents, Resolution 2022-74 approves the easements allowing the USACE to access areas of Dolphin Street and the City-owned right of way at the end of Sadler Road/Seaside Park to complete beach renourishment work. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Sturges, to approve Resolution 2022-74. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2022-75 APPROVING A WASTEWATER DEPARTMENT BUDGET TRANSFER FOR FISCAL YEAR 2021/2022: According to the agenda support documents, Resolution 2022-75 approves a Wastewater budget transfer for FY2021/2022 to accommodate the increase in cost of equipment. **A motion was made by Commissioner Sturges, seconded by Vice Mayor Kreger, to approve Resolution 2022-75. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.5 RESOLUTION 2022-76 APPROVING AN AMENDMENT TO THE FISCAL YEAR 2021/2022 BUDGET TO REFLECT REVISED RATES AT THE FERNANDINA HARBOR MARINA: According to the agenda support documents, Resolution 2022-76 approves a budget amendment to reflect revised rates at the Fernandina Harbor Marina. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2022-76 as amended, to reflect “option C” and by adding Section 4 related to increasing the City’s total budget.** Commissioner Sturges is in favor of option B as recommended by the Marina Advisory Board. Commissioner Ross strongly supports option C which increases user rates and alleviates taxpayer burden. Commissioner Bean proposed an alternative option that would equally increase rates for commercial and recreational users. Oasis Marinas General Manager Taylor Fitzsimmons explained the Marina has forty-two long term slip holders, thirty of which are commercial operators who profit from the Marina. Commercial usage means more wear and tear across Marina facilities. Accordingly, Oasis recommends commercial operators pay more than recreational boaters

(“option “C”). **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

2-3 Motion failed.

A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-76 as amended, to reflect “option B”; an increase of \$25 per linear foot per month for all slip holders and by adding Section 4 related to increasing the City’s total budget. Vote upon passage of the motion was taken by ayes and nays and was as follows:

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

4-1 Motion carried.

6.6 RESOLUTION 2022-77 APPROVING AN AMENDMENT TO THE BUDGET CHANGING THE FUND SOURCE FOR GOVERNMENT SERVICES GROUP INC. FOR OUTSIDE CONSULTING RELATED TO THE AMERICAN RESCUE PLAN ACT: According to the agenda support documents, Resolution 2022-77 approving an amendment to change the expense account for Government Services Group, Inc. from the General Fund, Finance Department's Contractual account to the American Rescue Plan Act Fund Contractual account. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-77. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.7 RESOLUTION 2022-78 APPROVING A BUDGET AMENDMENT AND CHANGE ORDER NO. 1 FOR ROADWAY IMPROVEMENTS FOR THE RAILROAD CROSSINGS AT ASH AND CENTRE STREETS AT FRONT STREET: According to the agenda support documents, Resolution 2022-78 approves a Capital Fund budget amendment to provide additional funding for the railroad crossing improvements at Ash and Centre Streets. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-78.** City Engineer Charles George advocated for the necessity to ensure public safety. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

POLICE MEMORIAL: City Manager Martin will attend the Police Memorial at Nassau County Sheriff’s office Wednesday May 4TH @10am.

EVENT: City Manager Martin reminded all the City of Fernandina Beach will host the Northeast Florida League of Cities Thursday May 19th and thanked participating sponsors Waste Management, Dewberry, Amelia Island Tourist Development Council and Preferred Government Insurance Services. City Manager Martin acknowledged Main Street Director Lisa Finkelstein and the Hampton Inn for their support.

ATLANTIC SEAFOOD: City Manager Martin updated Atlantic Seafood owner Anne Coonrod is working with local architect Jose Miranda on plans for developing a 2500 square foot structure to include a 500

square foot deck.

CITY ATTORNEY REPORTS:

BRETT'S WATERWAY CAFÉ: City Attorney Bach anticipates a forthcoming court hearing date for Brett's Waterway Café.

CONFERENCE: City Attorney Bach will attend the annual Florida Law Conference in Naples Wednesday May 4- Sunday May 6.

AFFORDABLE HOUSING: City Attorney Bach reported Florida House Bill 962 is a clarification that allows local government to provide incentives to developers regarding affordable housing.

APOLOGY: City Attorney Bach issued an apology to developer Michael Danhour of Amelia Marshpointe regarding the impromptu postponement of Resolution 2022-72.

CITY CLERK REPORTS: City Clerk Best had no reports at this time.

MAYOR/COMMISSIONER COMMENTS:

TRAINING: Vice Mayor Kreger reported the completion of the six-week tree trimming training program that was a joint venture with the Sierra Club.

SHRIMP FESTIVAL: Commissioner Bean thanked the Shrimp Festival Committee and City staff for the great weekend event.

EMAIL: Commissioner Bean thanked Utilities Director Andre Desilet and staff and read a constituent email in praise of the department and their efforts during a recent storm that caused damage to a local neighborhood.

ANNIVERSARY: Commissioner Bean congratulated local business, Pajama Dave's, in celebration of their 5th anniversary in business.

APPRECIATION: Commissioner Sturges echoed the successful Shrimp Festival weekend, acknowledging the caring City staff who make our City great.

WELL WISHES: Commissioner Sturges also expressed well wishes to outgoing Fernandina Observer Report Suanne Thamm.

CLEANUP: Commissioner Ross attended the St. Mary's River Cleanup along with 340 volunteers who removed 60 tons of trash and expressed thanks to the board, Waste Management, Keep Nassau Beautiful, and White Oak Conservancy that provided lunch for the event.

GRANT: Commissioner Ross reported Governor DeSantis awarded the City an \$82,000 resiliency grant and gave kudos to staff for their efforts.

APPRECIATION: Mayor Lednovich expressed appreciation and thanked the Police Auxiliary for their service during the heavily trafficked Shrimp Festival. Thanks also to the volunteers, Fernandina Beach Pirates, and resident Marian Phillips for coordinating the blessing of the shrimp boat fleet.

KUDOS: Mayor Lednovich acknowledged Oasis General Manager Taylor Fitzsimmons who aided a local stranded boater who praised her experience at the Marina.

BEACH CLEANUP: Mayor Lednovich announced the annual summer beach cleanup resumes this month

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and encouraged all to participate in the weekly evening beach ambassador's event.

11. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 7:53PM.

ATTEST:

Caroline Best
City Clerk

Michael A. Lednovich
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Workshop on Tuesday, May 17, 2022, at 5:00 pm in the City Commission Chambers. Present were Mayor Michael A. Lednovich, Vice Mayor Len Kreger presiding and Commissioners Bradley Bean, Chip Ross, and David Sturges. Also, present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Lednovich called the meeting to order.

3.1 CAPITAL IMPROVEMENT PLAN: This item was placed on the agenda at the request of Vice Mayor Kreger who expressed the importance of the Capital Improvement Plan (CIP) that is required by Florida statute. Although the city has a five-year budget plan a CIP is needed as a management tool to come into compliance. Commissioner Ross surmised staff has documented needs with numerous reports generated over the years however those have not been addressed due to funding concerns. Commissioner Bean concurred with Vice Mayor Kreger the plan is a tool the Commission needs to work on drafting. Commissioner Sturges concurred with Commissioner Ross that funding and deficits need to be reviewed. Commissioner Bean advocated for a plan to be drafted prior to considering funding. Further discussion ensued brainstorming plans, budgeting, grants, and funding. Commissioner Ross suggested the first step to passing the budget is setting the millage rate factoring in the recent inflation rates including salary, fuel and other city expenses. Commissioner Sturges concluded annexation, although somewhat burdensome, would increase taxpayer revenue or implement paid parking to offset the deficit. Commissioner Ross reminded that annexation is subject to law and county residents have use of city facilities at either free or nominal charges. Mayor Lednovich concluded the city is not sustainable and needs support including from the County, however the first step is to pass the budget and develop a CIP.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:48pm.

ATTEST:

Caroline Best
City Clerk

Michael A. Lednovich
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, May 17, 2022, at 6:00 PM in City Commission Chambers. 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. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Lednovich called the meeting to order, and Vice Mayor Kreger led the Pledge of Allegiance to the Flag.

The invocation was given by Steward Ostein Demps of The Macedonia AME Church who substituted for Pastor Gary Slaughter.

4.1 PRESENTATION - NORTH FLORIDA TRANSPORTATION PLANNING ORGANIZATION (TPO): Transportation Programs Manager Ms. Elizabeth De Jesus provided a presentation on the Transportation Improvement Program (TIP) short-range plan for Fernandina Beach/Nassau County and answered questions regarding projects planned and programmed for the area.

4.2 PROCLAMATION - "FERNANDINA OBSERVER: Vice Mayor Kreger read the Proclamation in full recognizing the Fernandina Observer following ten years of consistently providing news and information to the citizens of Fernandina Beach and greater Nassau County. Editor Susan Hardee Steger and Reporter-News Analyst Suanne Thamm were present to accept the Proclamation.

4.3 PROCLAMATION - "MENTAL HEALTH FIRST AID MONTH": Vice Mayor Kreger read the Proclamation in full recognizing May 2022, as "Mental Health First Aid Month." Starting Point Behavioral Healthcare Board Member Maureen Kingsley-Paschke was in attendance to accept the Proclamation.

4.4 PROCLAMATION - "NATIONAL HISTORIC PRESERVATION MONTH": Vice Mayor Kreger read the Proclamation in full proclaiming the month of May as "National Historic Preservation Month". The City's preservation partners, representatives from the Historic District Council, Preservation Foundation, Amelia Island Museum of History, and Fernandina Beach Main Street were in attendance to accept the Proclamation.

4.5 BUDGET SUMMARY: Comptroller Pauline Testagrose reviewed the budget summary for April 2022 and was available to answer any questions.

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

CENTRAL PARK: Marian Phillips, 724 S. 6th Street, expressed appreciation for the volunteers who serve on the Parks and Recreation Advisory Committee, thanked the Commissioners in favor of maintaining the ball fields at Central Park and suggested the City Manager be fired.

CENTRAL PARK: Jean Pugh, 1552 Ruskin Lane, a four-year member of the Parks and Recreation Advisory Committee, advocated for a plan, funding, and other sources of revenue.

CENTRAL PARK: Agnes Lyden, 2184 Lakeside Drive East, lives outside of the City limits and has children who participate in City sports and advocated for maintaining the current locations of the fields.

CENTRAL PARK: Alexandra Lajoux, 646 Spanish Way East, suggested passing an emergency resolution or ordinance to preserve the Central Park sports fields.

PARKS AND RECREATION: Shelly Duncan, 93 Oak Grove Place, requested the Parks and Recreation

2021 Assessment and Action Plan and the recent citizen survey be released to the public and advocated for finding other revenue sources.

GOLF COURSE: John Pelican, 425 N. Fletcher Avenue, Golf Course Advisory Board Vice Chair, gave an update including opposition to moving the pickleball courts to the Golf Course and advocating for more financial assistance for maintenance and upkeep.

CENTRAL PARK: Roger Martin, 1517 Atlantic Ave., opposed to the proposed Central Park plan.

BALL FIELDS: Dagney Stone, 96212 Ocean Breeze Drive, has children in local sports and opposes the changes to Central Park.

CENTRAL PARK: Mac Morriss, 821 Parkview, opposed to the proposed Central Park plan and suggested public/private partnerships.

YOUTH SPORTS: Ryan Conners, 118 N. 17th Street, opposed to the proposed Central Park plan and advocated for maintaining Central Park youth sports.

GOLF COURSE: Michael Rudon, 1905 Lakeside Drive South, retired from the golf industry, advocated for creative ways to make the Golf Course more successful.

ANNEXATION: Danny Ferreira, 1754 S. 15th street, referenced the proposed volunteer annexation agreement for 1411 S. 14TH Street and questioned the proximity to Amelia Park.

FINANCE: Fred Pugh, 1552 Ruskin Lane, advocated for imploring Nassau County or Tourist Development Council to contribute to the City to alleviate expenses.

BOND: Philip Chapman, 2120 Florida Avenue, former Commissioner suggested plan for the bond and implored the Commission to let staff work to fix infrastructure.

CONCERNS: Mike Meadows, 2601 Via Del Rey, expressed appreciation for the Commission supporting Central Park, advocated for improving the Golf Course and suggested the City Manager be fired.

6. CONSENT AGENDA: The following six items were on the Consent Agenda and were approved by one motion with the exception of item 6.2 Resolution 2022-79, which was removed by Vice Mayor Kreger for discussion.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the City Commission Workshop of February 1, 2022; the City Commission Regular Meeting of February 1, 2022; the City Commission Workshop of February 15, 2022; the City Commission Regular Meeting of February 15, 2022; the City Commission Workshop of March 1, 2022; the City Commission Regular Meeting of March 1; the City Commission Workshop of March 15; the City Commission Regular Meeting of March 15, 2022; the City Commission Workshop of April 5, 2022; and the City Commission Regular Meeting of April 5, 2022 were presented for approval. Staff recommended approval of the Minutes as presented. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2022-79 APPROVING A PROPOSAL FROM APPLIED TECHNOLOGY & MANAGEMENT, INC TO PERFORM THE CURRENT AND SEDIMENTATION ASSESSMENT AT THE MARINA: APPROVING A BUDGET TRANSFER IN THE CRA FUND: According to the agenda support documents, Resolution 2022-79 approves a proposal from Applied Technology & Management, Inc. in the amount of \$63,400.00 to perform the Current & Sedimentation Assessment at the Marina and approves a budget transfer in the CRA Fund for a total project cost not to exceed \$72,000. **A motion was**

made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2022-79. City Engineer Charlie George explained the analysis process. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2022-80 AMENDING RESOLUTION 2021-147 AMENDING RESOLUTION 2021-147 BY INCREASING ALLIED UNIVERSAL CORP.'S NOT TO EXCEED CONTRACT AMOUNT FOR CHLORINE GAS AND SULFUR DIOXIDE IN FISCAL YEAR 2021/2022: According to the agenda support documents, Resolution 2022-80 increasing Allied Universal Corp.'s not to exceed contract amount from \$50,000 to \$80,000 in Fiscal Year 2021/2022. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-80. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2022-81 APPROVING A PROPOSAL FROM PRECISION SIDEWALK SAFETY CORP. FOR THE REPAIR OF SIDEWALK TRIP HAZARDS IN AN AMOUNT NOT TO EXCEED \$25,000 UTILIZING PRICING PROVIDED BY THE FLORIDA BUY STATE COOPERATIVE PURCHASING AGENCY CONTRACT #22-139: According to the agenda support documents, Resolution 2022-81 approves a proposal from Precision Sidewalk Safety Corp. in an amount not to exceed \$25,000 for the repair of sidewalk trip hazards. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-81. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.5 RESOLUTION 2022-82 APPROVING AN AMENDMENT TO THE UTILITIES DEPARTMENT'S BUDGET FOR FISCAL YEAR 2021/2022: According to the agenda support documents, Resolution 2022-82 approves an amendment to the Budget for FY2021/2022, moving funds to accommodate for the increase in cost of materials and equipment. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-82. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.6 RESOLUTION 2022-83 APPOINTING A NEW BUILDING OFFICIAL AS REQUIRED BY THE FLORIDA BUILDING CODE. According to the agenda support documents, Resolution 2022-83 appoints James L. Parr as the City Building Official. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-83. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2022-84 AUTHORIZING EXECUTION OF THE LABOR AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION (CFPBA): According to the agenda support documents, Resolution 2022-84 approves the three-year labor agreement with the Coastal Florida Police Benevolent Association. **A motion was made by Commissioner Bean, seconded by Vice Mayor Kreger, to approve Resolution 2022-84. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2022-85 APPROVING THE EXTENSION OF WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 1.63 ACRES OF LAND LOCATED AT 1411 S. 14TH STREET: According to the agenda support documents, Resolution 2022-85 authorizes the extension of wastewater services to the property owners identified whose property is located at 1411 S. 14th Street, Parcel Number: 00-00-30-0255-0000-0000 and also approves the Voluntary Annexation Petition. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-85.** Planning and Conservation Director Kelly Gibson gave a detailed explanation of the contiguous annexation and was available to answer questions. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2022-86 APPROVING THE EXTENSION OF WATER AND WASTEWATER OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION

FOR ONE PARCEL CONTAINING APPROXIMATELY 0.34 ACRES OF LAND LOCATED AT 2069 CLINCH DRIVE: According to the agenda support documents, Resolution 2022-86 authorizes the extension of water and wastewater services to the property owners identified whose property is located at 2069 Clinch Drive, Parcel Number: 00-00-30-0660-0018-0000 and also approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Sturges, to approve Resolution 2022-86. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2022-87 SUPPORTING THE APPLICATION OF NASSAU HABITAT FOR HUMANITY FOR COMMUNITY CONTRIBUTION TAX CREDIT PROGRAM SPONSOR PROJECT THROUGH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY: According to the agenda support documents, Resolution 2022-87 supports Nassau Habitat for Humanity's application to the Florida Department of Economic Opportunity for tax credits to encourage businesses to make donations toward housing projects. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-87. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2022-88 APPROVING AN OPTION AGREEMENT FOR SALE AND PURCHASE OF VACANT LAND TOTALING APPROXIMATELY 0.72 ACRES, ADJACENT TO OTHER CITY-OWNED CONSERVATION LANDS, FOR THE PUBLIC PURPOSE OF CONSERVATION OR PASSIVE PARKS: According to the agenda support documents, Resolution 2022-88 approves the Option Agreement for Sale and Purchase for the purchase price of \$57,000 with Studdard Properties, LLC for the acquisition of vacant land adjacent to other City-owned vacant lands for conservation. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2022-88 as amended to authorize the City Manager and City Attorney to perform due diligence. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.6 RESOLUTION 2022-89 AUTHORIZING THE SUBMITTAL OF ONE FLORIDA DEPARTMENT OF STATE DIVISION OF HISTORICAL RESOURCES SMALL MATCHING GRANT APPLICATION TO FUND THE DOWNTOWN HISTORIC DISTRICT DESIGN GUIDELINES UPDATE AND A 3D MODEL OF CENTRE STREET STRUCTURES TO ENSURE THEIR LONG-TERM PRESERVATION AND IN SUPPORT OF ANY FUTURE POST-DISASTER RECONSTRUCTION OF HISTORIC CENTRE STREET BUILDINGS: According to the agenda support documents, Resolution 2022-89 authorizes the submittal of a Historic Preservation Small Matching Grant application for up to \$50,000 with no matching funds to fund an update to the 2013 Fernandina Beach Downtown Historic District Design Guidelines and create a 3D model of Centre Street structures. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Sturges, to approve Resolution 2022-89. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 RESOLUTION 2022-90 APPROVING AN AMENDMENT TO THE UTILITIES DEPARTMENT BUDGET FOR FISCAL YEAR 2021/2022: According to the agenda support documents, Resolution 2022-90 approves an amendment to the Budget for FY2021/2022, moving funds not originally budgeted for the Sadler Road force main project. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-90. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.8 RESOLUTION 2022-91 AWARDING RFP 22-03 FOR SANITARY SEWER FORCE MAIN DESIGN/BUILD INSTALLATION TO 1ST CHOICE ENGINEERING, CONSTRUCTION & DEVELOPMENT, LLC FOR FISCAL YEAR 2021/2022: According to the agenda support documents, Resolution 2022-91 awards RFP 22-03 to 1st Choice Engineering, Construction & Development, LLC, for sanitary sewer force main design/build installation services on Sadler Road. **A motion was made by Vice Mayor, seconded by Commissioner Sturges, to approve Resolution 2022-91. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.9 RESOLUTION 2022-92 TERMINATING THE LICENSE AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE AMELIA ISLAND MUSEUM OF HISTORY ENABLING THE MUSEUM TO USE THE WELCOME CENTER AT THE SHRIMPING MUSEUM: According to the agenda support documents, Resolution 2022-92 terminates the agreement with the Amelia Island History Museum for the Welcome Center and repurposes the facility for the Marina's Welcome Center and administrative offices. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2022-92.** Discussion ensued regarding the amicable relationship between the City and museum and plans to maintain the shrimp industry heritage. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.10 RESOLUTION 2022-93 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE CITY'S 2045 VISION PLAN AS RECOMMENDED BY THE PLANNING ADVISORY BOARD: According to the agenda support documents, Resolution 2022-93 approves the City's 2045 Vision Plan. **This item was removed from consideration.**

8.1 FIRST READING OF ORDINANCE 2022-11: City Attorney Bach read Ordinance 2022-11 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FERNANDINA BEACH, FLORIDA, BY AMENDING CHAPTER 26, BUSINESSES, ARTICLE IV, PEDDLERS BY AMENDING SECTION 91, DEFINITIONS; BY AMENDING SECTION 92 TO REQUIRE PERMITS; BY AMENDING SECTION 93 PROHIBITING UNINVITED SOLICITING; BY AMENDING SECTION 94 PROVIDING FOR HOURS OF OPERATION; BY AMENDING SECTION 95 PROVIDING FOR AGE LIMITATIONS; BY AMENDING SECTION 96 REQUIRING COMPLIANCE WITH STATE LAW AND PROVIDING RESTRICTIONS ON METHODS OF SOLICITATION; BY AMENDING SECTION 97 PROVIDING FOR PENALTIES; BY RESERVING SECTIONS 98 THROUGH 100; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2022-11 amends the municipal code relating to by peddling for content and clarity. **A motion was made by Commissioner Sturges, seconded by Commissioner Bean, to approve Ordinance 2022-11 as amended, pending permitting, enforcement language revisions, and eliminating agriculture. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 THIRD READING OF ORDINANCE 2022-10: City Attorney Bach read Ordinance 2022-10 by title only, which was as follows: 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 \$25,000 AND INTRADIVISION TRANSFERS IN AN AMOUNT NOT TO EXCEED \$15,000; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2022-10 amends Section 2-412 of the municipal code by increasing the not to exceed amount of \$7,500 to \$25,000 for the transfer of funds within the same department and \$15,000 within the same division. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Ordinance 2022-10.** The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 CODE ENFORCEMENT AND APPEALS BOARD: According to the agenda support documents, there was one appointment to the Code Enforcement and Appeals. **A motion was made by Commissioner Bean, seconded by Vice Mayor Kreger, to appoint Ralph Stines. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.2 FERNANDINA BEACH YOUTH ADVISORY COMMITTEE: According to the agenda support documents, there was one appointment for the Fernandina Beach Youth Advisory Committee. **A motion was made by Commissioner Bean, seconded by Vice Mayor Kreger, to appoint Max Pattillo. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

MEETING: City Manager Martin reminded all the City is hosting the Northeast Florida League of Cities meeting Thursday May 19th @ 6pm.

MARINA INSURANCE WAIVER: City Manager Martin will submit the Marina insurance waiver application draft to the state for approval of FEMA insurance.

COMMEMORATION: City Manager Martin invited all to participate in the Memorial Day commemoration Monday May 30th , more information will be forthcoming.

SURVEY: City Manager Martin announced the recent Parks and Recreation survey results and conceptual plan will be posted on the City website.

RIGHT OF WAY: City Manager Martin confirmed city staff is addressing the current right of way concerns throughout the City.

CITY ATTORNEY REPORTS:

BRETT'S WATERWAY CAFÉ: City Attorney Bach anticipates announcement of a hearing date and will report it as soon as it is confirmed.

OCEAN HIGHWAY AND PORT AUTHORITY (OPHA): City Attorney Bach reported the Payment in Lieu of Taxes (PILOT) payment lawsuit is in the discovery phase.

ATLANTIC SEAFOOD: City Attorney Bach explained the Owner Anne Coonrod is in discussions to move the building located at 231 N. Front Street. The consensus of the Commission was to direct City Attorney Bach to draft correspondence to Ms. Coonrod indicating a deadline of 60 days to provide a lease.

CITY CLERK REPORTS: City Clerk Best had no reports at this time.

MAYOR/COMMISSIONER COMMENTS:

RECOGNITION: Commissioner Ross recognized City Operations Director Jeremiah Glisson for his recent perspective article submission to the Fernandina Observer. Commissioner Ross also recognized Parks and Recreation Interim Director Scott Mikelson for his recent Master Plan presentation.

EVENT: Commissioner Sturges acknowledged the recent Shrimp Festival success that reported zero arrests.

AWARDS: Commissioner Bean and Commissioner Sturges attended the recent Historic Preservation Awards.

CONGRATULATIONS: Commissioner Bean congratulated the Fernandina Beach High School Pirate baseball team which is competing in the Elite 8 state baseball championship. Go Pirates!

CONSERVATION: Vice Mayor Kreger announced two submissions for the Northeast Land Acquisition and Management (CLAM) award nominations that are now closed.

ACKNOWLEDGEMENT: Vice Mayor Kreger acknowledged his support of Parks and Recreation Director

Scott Mikelson who did an excellent job on the recent Master Plan presentation.

THANK YOU: Mayor Lednovich requested on his behalf that City Manager Martin thank Parks and Recreation Director Scott Mikelson for his composed representation during the recent Master Plan presentation.

DEVELOPMENT: Mayor Lednovich encouraged all to attend the upcoming Nassau County Commission meeting Monday May 23 @ 6pm regarding the proposed development at the south end of Amelia Island.

PARADE: Mayor Lednovich announced the Pride Parade will take place Saturday June 11TH in recognition of Pride month.

15. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:27 PM.

ATTEST:

Caroline Best
City Clerk

Michael A. Lednovich
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Workshop on Tuesday, June 7, 2022, at 5:00 pm in the City Commission Chambers. Present were Mayor Michael A. Lednovich, Vice Mayor Len Kreger presiding and Commissioners Bradley Bean and Chip Ross. Commissioner David Sturges was in attendance via remote access. Also, present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Lednovich called the meeting to order.

3.1 ALTERNATIVE REVENUES: This item was placed on the agenda at the request of Commissioner Ross. This item was moved to the June 21 City Commission Workshop Agenda.

3.2 PROPERTY ACQUISITION: This item is placed on the agenda at the request of Commissioner Ross. This item was moved to the June 21 City Commission Workshop Agenda.

3.3 YOUTH SPORTS LEAGUE AGREEMENTS: Staff requests direction on new youth sports league agreements for use of City athletic fields. Commissioner Ross stated he reviewed all the contracts and recommends removing all gates from fields to allow equal access to the public, City staff should determine all costs of park facilities, repurpose, or eliminate select softball fields, and consider adjusting fees and charging Nassau County and their residents who utilize City amenities. Commissioner Sturges concurred with the fences being taken down if the concession stands remain locked. Vice Mayor Kreger voiced concern for gate removal and continues to advocate for league fees, possible subsidizing of costs and allowing all children have access to youth sports. Commissioner Bean concurred regarding children accessibility to play and welcomes discussion opportunities with Nassau County. Commissioner Ross suggested leagues could fund raise for capital improvement costs alleviating taxpayers. Mayor Lednovich advocated for keeping public facilities open, funding for all children, and generating income to alleviate problematic expenses. Further discussion ensued regarding costs and interacting with Nassau County. City Manager Martin agreed to meet with Nassau County Manager Taco Pope to determine direction and will report back to the City Commission at the June 21 City Commission Workshop.

IN SUPPORT OF YOUTH SPORTS: Tom Camera, 1518 Northpark Drive, representing the Babe Ruth Baseball League, advocated for negotiation between City and County and encouraged the Commission to spectate at youth sports to experience the community.

Mayor Lednovich clarified that an exception was made for this meeting with permission given to youth sports league officials to speak at the Workshop which historically do not allow public comment.

IN SUPPORT OF YOUTH SPORTS: Leslie Andree, 940894 Old Nassauville Road, associated with non-profit Elm Street Little League Softball, advocated for open fields, allowing all children equal access to play regardless of ability to pay, and urged the Commission to consider working together to prepare a budget to propose to Nassau County.

City Manager Martin announced Parks and Recreation Advisory Committee June 14th meeting will have a Capital Improvement Plan agenda item and encouraged all to attend to propose improvements. City staff is working to determine appropriate use of impact fees.

IN SUPPORT OF YOUTH SPORTS: Carl Bazarian, 95048 Mackinas Circle, representing Amelia Island Nassau County Lacrosse, concerned about fee determination and how it will affect their league considering lacrosse is an expensive sport.

IN SUPPORT OF YOUTH SPORTS: Ron Acker, 32532 Willow Court, representing youth soccer league, voiced support and appreciation for the City's involvement in youth sports.

IN SUPPORT OF YOUTH SPORTS: Ricky Robbins, 1602 Inverness Road, spoke in support of City residents who play youth sports and advocated for sharing utility bills and keeping gates open.

Mayor Lednovich concluded *the consensus of the Commission is to unlock facilities and reiterated the City Manager will meet with Nassau County Manager Taco Pope and develop of have staff draft a letter to Nassau County regarding funding and league fees.*

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 6:04pm.

ATTEST:

Caroline Best
City Clerk

Michael A. Lednovich
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, June 7, 2022, at 6:00 PM in City Commission Chambers. Present were Mayor Michael A. Lednovich presiding, Vice Mayor Len Kreger, Commissioners Bradley A. Bean, Chip Ross, and David Sturges via remote access. Also in attendance were City Clerk Caroline Best, City Attorney Tammi Bach, and City Manager Dale Martin. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Lednovich called the meeting to order, and Vice Mayor Kreger led the Pledge of Allegiance to the Flag.

The invocation was given by Waste Management Municipal Marketing and Government Affairs Manager Greg Huntington due to the absence of Pastor Gary Slaughter of The Macedonia AME Church.

4.1 PRESENTATION - NASSAU HUMANE SOCIETY: Nassau Humane Society Representative Dionna Sowers presented a tiny kitten, Phyliss Cheesesteak, available for adoption in lieu of the "City Commission Dog of the Month."

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

CONSERVATION CONCERNS: Margaret Kirkland, 1377 Plantation Point Drive, representing Amelia Tree Conservancy and Comprehensive Plan working group, expressed concerned about recent hearsay regarding the Community Redevelopment Area Advisory Board (CRAAB) advocating to fill wetlands. Wetlands are important to conservation and integral to reducing flood insurance rates and it is requested the Commission consider sunsetting the CRAAB due to inappropriate conduct not benefitting the City.

MARINA: Wolfgang Linke, 2116 Cedar Street, a longtime recreational boater, expressed concern for the escalated 60% charge for docking.

City Engineer Charlie George stated 14,500 yards were recently dredged at the river.

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

6.1 RESOLUTION 2022-94 APPROVING THE FACILITIES USE AGREEMENT BETWEEN THE 224TH JOINT COMMUNICATIONS SQUADRON, GEORGIA AIR NATIONAL GUARD, AND THE CITY OF FERNANDINA BEACH FOR USE OF AIRPORT PROPERTY: According to the agenda support documents, Resolution 2022-94 approves the Facilities Use Agreement with the 224th Joint Communications Squadron, Georgia Air National Guard for use of Airport property. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-94. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2022-95 APPROVING CHANGE ORDER 6 WITH SCHERER CONSTRUCTION OF NORTH FLORIDA, LLC FOR FERNANDINA BEACH MUNICIPAL AIRPORT HANGAR CONSTRUCTION PROJECT: According to the agenda support documents, Resolution 2022-95 approves Scherer Construction of North Florida, LLC Change Order 6 related to the Fernandina Beach Municipal Airport Hangar Construction Project and authorizes increasing the Project cost by \$1,348.00 for a total project cost of \$1,181,516.62. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-95. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried**

7.1 RESOLUTION 2022-96 DIRECTING THE CITY MANAGER AND CITY ATTORNEY TO ENTER INTO NEGOTIATIONS WITH THE CITY'S SOLID WASTE DISPOSAL PROVIDER, WASTE

MANAGEMENT: According to the agenda support documents, Resolution 2022-96 directs the City Manager to negotiate with the City's solid waste services provider to extend the franchise agreement. Waste Management Municipal Marketing and Government Affairs Manager Greg Huntington presented an annual report. City Manager Martin noted the current contract expires in January 2024 and due to nationwide shortages, providers need two years lead time to order new trucks or other equipment. Lengthy discussion ensued regarding contract extension clauses, cost saving, benefits, current quality of service, pros, and cons of other available service providers. **A motion was made by Commissioner Ross, seconded by Commissioner Sturges, to approve Resolution 2022-96. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion failed 2-3.

A motion was made by Commissioner Bean, seconded by Vice Mayor Kreger, to initiate a competitive bid process for waste disposal providers. Vote upon passage of the motion was taken by ayes and nays and was as follows:

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

Motion carried.

7.2 RESOLUTION 2022-97 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.23 ACRES OF LAND LOCATED AT 2027 CLINCH DRIVE: According to the agenda support documents, Resolution 2022-97 authorizes the extension of water services to the property owners identified whose property is located at 2027 Clinch Drive, Parcel Number: 00-00-30-0800-0044-0010 and also approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-97. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2022-98 APPROVING THE EXTENSION OF WATER AND WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.90 ACRES OF LAND LOCATED AT 2753 AMELIA ROAD: According to the agenda support documents, Resolution 2022-98 authorizes the extension of water and wastewater services to the property owners identified whose property is located at 2753 Amelia Road, Parcel Number: 00-00-30-0740-0078-0040 and also approves the Voluntary Annexation Petition. **A motion was made by Commissioner Bean, seconded by Vice Mayor Kreger, to approve Resolution 2022-98. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2022-99 APPROVING A REDUCTION OF CODE ENFORCEMENT FINES AND WAIVER OF ALL ADMINISTRATIVE FEES FOR MARY DONN BOWMAN FOR CODE ENFORCEMENT VIOLATIONS AT 1622 HIGHLAND STREET IN CASE NUMBER 2019-0238 CONTINGENT UPON FULL PAYMENT OF REDUCED AMOUNT NO LATER THAN JULY 1, 2022: According to the agenda support documents, Resolution 2022-99 details property owner Mary Bowman

requests Commission consideration to reduce fines for a Code Violation of Section 42-173 dealing with wrecked or inoperable vehicles.

OWNER: Mary Donn Bowman, 1622 Highland Street, pled her case and apologized for her lack of knowledge regarding the accumulating fines.

A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-99 and waive all punitive fines. Vice Mayor Kreger opposed reducing the fines in support of rules and regulations noting administrative costs could be saved if Code Enforcement was disbanded. City Attorney Bach detailed the genesis of the case, noting Ms. Bowman's certified mail signature and the Code Enforcement and Appeals Board hearing. Commissioner Bean advocated for expunging the case due to the extenuating circumstances. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried.

7.5 RESOLUTION 2022-100 APPROVING A REDUCTION OF CODE ENFORCEMENT FINES AND WAIVER OF ALL ADMINISTRATIVE FEES FOR MARY DONN BOWMAN FOR CODE ENFORCEMENT VIOLATIONS AT 1622 HIGHLAND STREET IN CASE NUMBER 2020-0445 CONTINGENT UPON FULL PAYMENT OF REDUCED AMOUNT NO LATER THAN JULY 1, 2022: According to the agenda support documents, Resolution 2022-100 property owner Mary Bowman requests Commission consideration for the reduction of Code Enforcement fines for a code violation of Section 42-116 relating to the duty to maintain property. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-100.**

OWNER: Mary Donn Bowman, 1622 Highland Street, explained the failure to maintain her property.

Vote upon passage of the motion was taken by ayes and nays and was as follows:

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

Motion failed.

Ms. Bowman requested a payment plan. City Attorney Bach will direct staff to work with Ms. Bowman for payment.

7.6 RESOLUTION 2022-101 EXTENDING THE AGREEMENT WITH SEA BANDIT CONSTRUCTION TO PROVIDE PUBLIC OUTDOOR RESTROOM CLEANING SERVICES IN FISCAL YEAR 2022/2023: According to the agenda support documents, Resolution 2022-101 exercises the option to renew the agreement with Sea Bandit Construction to provide outdoor public restroom cleaning services in amount not to exceed \$73,000.00 in Fiscal Year 2022/2023. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-101.** Commissioner Ross queried the difference between bidding on the previous contract and not bidding on this contract. Commissioner Bean noted the significant two-million-dollar difference. City Attorney Bach

explained the Sea Bandit contract was awarded in January and expires in September 2022, although prices are fixed for one full fiscal year and staff recommends approval. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 RESOLUTION 2022-102 APPROVING BLACKWATER CONSTRUCTION SERVICES CHANGE ORDER #2 & #3 FOR THE CONSTRUCTION OF THE FIRE STATION AT THE AIRPORT:

According to the agenda support documents, Resolution 2022-102 approves Change Order #2 & #3 relating to the construction of new Fire Station at the Fernandina Beach Municipal Airport in the amount of \$18,610.25. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-102.** City Engineer Charles George explained the circumstances culminating in the change order adding that all cost increases are being reviewed on a case-by-case basis. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.8 RESOLUTION 2022-103 AUTHORIZING THE TRANSFER OF FUNDS FROM THE WASTEWATER RESERVE ACCOUNT TO THE MARINA AND GOLF COURSE ACCOUNTS, AMENDING THE CITY BUDGET TO REFLECT SAID TRANSFERS:

According to the agenda support documents, Resolution 2022-103 authorizes the transfer of funds from the Wastewater Fund to both the Marina and Golf Course Funds to eliminate Accumulate Cash Deficits in those Funds. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-103.** **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 (Quasi-Judicial) FIRST READING OF ORDINANCE 2022-12: City Attorney Bach read Ordinance 2022-12 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 4.38 ACRES OF LAND LOCATED BETWEEN S. 14TH STREET AND S. 15TH STREET IDENTIFIED ON THE CITY OF FERNANDINA BEACH PLAT AS BLOCK 266, LOTS 2,3,7,8 AND 9, CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2022-12 approves voluntary annexation of properties located between S. 14th Street and S.15th Street, totaling 4.38 acres of land.

Mayor Lednovich queried the Commissioners regarding ex-parte communications which were as follows: Commissioner Bean and Vice Mayor Kreger had discussion with staff, Commissioner Ross did not recall, Commissioner Sturges and Mayor Lednovich had no discussion. City Clerk Best administered the oath at this time. Planning and Conservation Director Kelly Gibson gave a brief description of the voluntary annexation which is supported by staff and the Planning Advisory Board. Discussion ensued regarding potential property use and tax base.

IN FAVOR: Teresa Prince, Esq. 406 Ash Street, representing applicant Gillette and Associates, explained the commercial property as designated on the Future Land Use Map (FLUM) and cited the annexation would increase the City's tax base.

IN FAVOR: Asa Gillette, 20 S. 4TH Street, representing Gillette and Associates, explained the impending traffic studies regarding the curb cuts that will be considered.

CONCERNS: Gaylen Camera, 1518 Northpark Drive, representing the Amelia Park Neighborhood Association Board of Directors, noted Amelia Park residents have commercial traffic flow concerns about.

There being no further comments from the floor, the quasi-judicial hearing was closed.

8.2 FIRST READING OF ORDINANCE 2022-13: City Attorney Bach read Ordinance 2022-13 by title only, which was as follows: "ORDINANCE 2022-13 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR 4.38 ACRES OF LAND

LOCATED BETWEEN S. 14TH STREET AND S. 15TH STREET IDENTIFIED ON THE CITY OF FERNANDINA BEACH PLAT AS BLOCK 266, LOTS 2,3,7,8 AND 9; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents, Ordinance 2022-13 assigns the Future Land Use Map category of General Commercial (GC) for properties located at 1226 S. 14th Street, 1238 S. 14th Street, 1250 S. 14th Street, and 1310 S. 14th Street and adjoining vacant lands totaling 4.38 acres of land. **A motion was made by Commissioner Ross, seconded by Commissioner Bean, to approve Resolution 2022-13. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 (Quasi-Judicial) FIRST READING OF ORDINANCE 2022-14: City Attorney Bach read Ordinance 2022-14 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF GENERAL COMMERCIAL (C-2) FOR 4.38 ACRES OF LAND LOCATED BETWEEN S. 14TH STREET AND S. 15TH STREET IDENTIFIED ON THE CITY OF FERNANDINA BEACH PLAT AS BLOCK 266, LOTS 2,3,7,8 AND 9; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents, Ordinance 2022-14 requests Zoning Map change for properties located at 1226 S. 14th Street, 1238 S. 14th Street, 1250, S. 14th Street, and 1310 S. 14th Street and adjacent vacant lands assigning the General Commercial (C-2) zoning district for properties totaling 4.38 acres of land.

Mayor Lednovich queried the Commissioners regarding ex-parte communications which was none. City Clerk Best administered the oath at this time. Planning and Conservation Director Kelly Gibson gave a brief description of the proposed zoning which is supported by staff and the Planning Advisory Board.

IN FAVOR: Teresa Prince, Esq., 406 Ash Street, representing applicant Gillette and Associates, gave a brief explanation of the commercial property which, when developed, will comply with City codes.

There being no further comments from the floor, the quasi-judicial hearing was closed.

9.1 PUBLIC, EDUCATIONAL, AND GOVERNMENT (PEG) CHANNEL COMMITTEE: According to the agenda support documents, there was one appointment for the PEG Channel Committee. **A motion was made by Commissioner Bean, seconded by Vice Mayor Kreger, to approve the appointment Anthony Joseph Anderson. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.2 PARKS AND RECREATION ADVISORY COMMITTEE: According to the agenda support documents, there was one appointment for the Parks and Recreation Advisory Committee. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Sturges, to approve the appointment of Sheila Cocchi. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried.

CITY MANAGER REPORTS:

CONFERENCE: City Manager Martin recently attended the Florida City and County Managers conference and will distribute the book “Thirteen Ways to Kill Your Community”. The Florida League of Cities conference is August 11- 13th, staff will prepare registration and make travel arrangements.

SURVEY: City Manager Martin announced the National Citizen Survey is underway.

CONSTRUCTION: City Manager Martin reported boat ramp and trailer signs were temporarily removed during construction and will be reinstalled soon. Ten parking spaces remain available.

CITY ATTORNEY REPORTS:

BRETT'S WATERWAY CAFÉ: City Attorney Bach has requested the hearing be expedited and is currently set for Thursday July 21.

ATLANTIC SEAFOOD: City Attorney Bach reported Atlantic Seafood owner Anne Coonrod wishes to assign the lease, this item will be on the June 21 City Commission Regular Meeting agenda.

ORDINANCE: City Attorney Bach announced an impending ordinance that prohibits smoking on the beach, does not include vaping, pipes, or cigars.

BILL: City Attorney Bach stated Florida State Senate Bill 518 regarding trees was not vetoed by Governor DeSantis.

CITY CLERK REPORTS:

ELECTION: City Clerk Best announced the 2022 General Election Qualifying period is July 11 – July 15.

MAYOR/COMMISSIONER COMMENTS:

THANK YOU: Commissioner Sturges thanked the Commission for accommodating his remote access to the meeting.

TREES: Vice Mayor Kreger stated although the tree issue is not resolved it is improving.

CONDOLENCES: Mayor Lednovich conveyed condolences to the McCarthy on the loss of their matriarch, Ms. Alice, who was renowned for her steadfast devotion to family and faith. She lived a long happy, healthy life. Ms. Alice leaves behind her beloved children: Kevin, Brian, Glenn, Sean, and Kerri; thirteen grandchildren and eleven grandchildren.

CONDOLENCES: Mayor Lednovich expressed condolences to the Tringali family on the loss of Anthony (Tony) a lifelong resident whose family played a vital role in establishing Fernandina Beach as the birthplace of the shrimping industry. Mr. Tringali leaves behind a rich legacy and will remain forever woven into the fabric of our community.

CEREMONY: Mayor Lednovich remarked on our close-knit small town and extended a thank you to the Vietnam Veterans of America Chapter 1088 for hosting the annual Memorial Day ceremony held on Monday May 30th. The event was well attended and paid homage to those who made the ultimate sacrifice for our great nation.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 9:03PM.

ATTEST:

Caroline Best
City Clerk

Michael A. Lednovich
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2022-124
Award of ITB 22-14 - Gate Fuel Service, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-124.

SYNOPSIS: The City's bid process was utilized to secure competitive bids for the annual contract for gasoline and diesel which supplies fuel to the Fernandina Harbor Marina.

Invitation to Bid (ITB) 22-14: Marina Gasoline and Diesel Fuel, was advertised in accordance with City's purchasing policies and procedures. Two responses were received, staff recommends awarding ITB 22-14 to Gate Fuel Service, Inc. for their competitive pricing, proven ability to meet short notice, and high-volume demands.

FISCAL IMPACT: Funds are budgeted and available in the Marina Fuel for Resale account, 480 55510.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-124.

Cathy Chapman, Marina Assistant General Manager	7/7/2022
Monica Benischeck, Administrative Services Manager	7/7/2022
Dale Martin, City Manager	7/8/2022
Tammi E. Bach, City Attorney	7/8/2022

Date: July 08, 2022

Submitted By: Cathy Chapman, Marina Assistant General Manager

COMMISSION ACTION: Adopt

RESOLUTION 2022-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDED INVITATION TO BID 22-14 FOR MARINA GASOLINE AND DIESEL FUEL TO GATE FUEL SERVICE, INC. IN FISCAL YEAR 2022/2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's bid process was utilized to secure competitive bids for the annual contract for gasoline and diesel which supplies fuel to the Fernandina Harbor Marina; and

WHEREAS, Invitation to Bid (ITB) 22-14: Marina Gasoline and Diesel Fuel was advertised in accordance with City's purchasing policies and procedures; and

WHEREAS, ITB 22-14 received two responses on May 26, 2022. Staff recommends awarding ITB 22-14 to Gate Fuel Service, Inc. for their competitive pricing, proven ability to meet short notice and high-volume demands; and

WHEREAS, funds are budgeted and available in the Marina Fuel for Resale account, 480 55510.

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 22-14 for Marina Gasoline and Diesel Fuel to Gate Fuel Service, Inc.

SECTION 2. The City Clerk and City Manager are hereby authorized to execute any documents pertaining to ITB 22-14, upon review and approval of the City Attorney.

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

ADOPTED this 19th day of July 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
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for annual requirements for **CITY MARINA GASOLINE AND DIESEL FUEL**.

The City will receive sealed bids at the location stated below not later than **3:00pm, May 26, 2022**.

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 electronic 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 2022-2023 budget.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #22-14** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB# 22-14**
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 **Contact Sheet/Bid Form (1 original, 3 copies, 1 electronic copy, CD or thumb drive)**), 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**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**" and "**Dispute Disclosure**", herein provided as "**Exhibit H**". **An example of the City of Fernandina Beach contract is included in this bid packet.**

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

SPECIFICATION FOR PETROLEUM FUEL PRODUCTS

This Invitation to Bid is for annual requirements for Midgrade Non-Ethanol Marine Grade 89 Octane Gas and Dyed Ultra Low Sulfur Diesel Fuel for the City of Fernandina Beach - Fernandina Harbor Marina.

The marina has a two section in-ground tank installed, (diesel capacity of 15,000 gallons and gas capacity of 5,000 gallons). This tank is accessible from the street via a fill portal that allows for easy and unencumbered delivery of product. Estimated annual 2022/2023 usage of the Midgrade Non-Ethanol Marine Gas is 100,000 gallons. Estimated 2022/2023 annual usage of the DULS diesel is 350,000 gallons, to include Valvtect Diesel Fuel Additive.

Vendor shall have the ability to monitor inventory levels and schedule loads via our TLS 350 Veeder Root System and schedule loads via the City's fuel system safety recording device and base deliveries on favorable market conditions that will ensure that the Fernandina Harbor Marina locks in the best possible price. A specific quantity of each product will be identified as a bare minimum and the tanks must be kept above those minimum levels to insure uninterrupted sale of the fuels.

Vendor shall price their proposal based on OPIS Gross Low Rack price (Jacksonville, FL) on date of delivery plus Profit, Freight and Surcharge. All must be identified individually on **Contact Sheet/Bid Form hereto attached as "Exhibit A"** per fuel type. Delivery documents must include the Oil Pricing Information Sheet (OPIS) for the date the product is delivered.

Vendor shall provide activity reporting as requested by the City.

The City of Fernandina Beach reserves the right to increase or decrease estimated annual quantities to meet additional or reduced requirements based on operations and/or the City's 2022/2023 budget.

The length of this agreement shall be one year, with two one-year renewals possible based on the mutual consent of both parties.

Contract may be terminated by either party with 60 days written notification.

QUALIFICATIONS

In addition to any State or Federal required licensing or certifications, bidder must show that they are legally licensed to operate in the State of Florida and are properly licensed in their local municipality. If such municipality does not require occupational/business license they must provide documentation that states such licensing is not required. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

AWARD

Award recommendation shall be awarded to the most responsive and responsible bidder offering the best value. 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.

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

BID PACKAGE

Bid Documents 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 Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

Bidders 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.fbfl.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 ten days before bid opening.

If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

INSURANCE REQUIREMENTS

Vendor shall submit with BID proof of current insurance coverage that meet the coverage limits outlined in the General Conditions of this Invitation to Bid. Failure to provide proof may disqualify the bid or proposal. Upon award Vendor shall include "Additional Insured" endorsements and requirements.

BOND REQUIREMENTS

Bid bonds 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 an affirmative action program.

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

GENERAL CONDITIONS OF INVITATION TO BID

1. **PREPARATION OF BID** - INVITATION TO BID shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
 - i. Deliveries are to be made during regular business hours.
 - j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.
2. **SUBMISSION OF BID**
 - a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
 - b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.
3. **REJECTION OF BID**
 - a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.
4. **WITHDRAWAL OF BID**
 - a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
 - b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.
5. **LATE BID**
 - a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
 - b. Modifications in writing received prior to the time set for the opening will be accepted.

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6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60-day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

- If Bid is less than \$100,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is \$100,000 - \$200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall 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

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payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within ten days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. 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, Bidder shall 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.

The following exceptions to 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.

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The CONTRACTOR 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, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or 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

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the employees of the CONTRACTOR against the City and the CONTRACTOR 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.

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have 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 City 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 City 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 City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; 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 the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as 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.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

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1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 2. Completed Operations/Products Liability.
 3. Broad Form Property Damage
 4. Personal and Advertising Injury Liability
 5. Independent Contractors
 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1, 000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than One Million (\$1, 000,000) per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnitied named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not

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renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."

- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

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

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing, www.sam.gov. CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

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17. LOBBYING

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

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EXHIBITS

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

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EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided

Dyed Ultra Low Sulfur Diesel

OPIS Gross **Low Rack** (Jacksonville, FL)

+/- _____ Profit

+ _____ Freight

+ _____ Fuel Surcharge

_____ Valvtect Diesel Fuel Additive

Marina Non-Ethanol Midgrade 89 Oct

OPIS Gross **Low Rack** (Jacksonville, FL)

+/- _____ Profit

+ _____ Freight

+ _____ Fuel Surcharge

Delivery documents must include the oil pricing information sheet (OPIS) for the product delivered.

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "B"

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

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

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

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

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

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

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

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

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

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

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 22-14
CITY MARINA GASOLINE AND DIESEL FUEL

AMENDED - EXHIBIT "A"
CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided

Dyed Ultra Low Sulfur Diesel

OPIS Gross **Low Rack** (Jacksonville, FL)

Marina Non-Ethanol Midgrade 89 Oct

OPIS Gross **Low Rack** (Jacksonville, FL)

☒ -.0328 Profit

+ .0423 Freight

+ 0 Fuel Surcharge

+ .05 Valvtect Diesel Fuel Additive

☒ -.0298 Profit

+ .0368 Freight

+ 0 Fuel Surcharge

+ .05 Valvtect Gas Fuel Additive

Delivery documents must include the oil pricing information sheet (OPIS) for the product delivered.

Name: Gate Fuel Service, Inc

Federal Taxpayer ID: 59-2874364

Mailing Address: P.O. Box 23627

City, State, & Zip Code: Jacksonville, FL 32241

Telephone: 904-448-2992 Fax: 904-448-7058

Email: dponder@gatepetro.com

Submitted By: W. Michael Love

Title: President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Lori Desser Title: Billing Supervisor

Email Address: ldesser@gatepetro.com Phone: 904-448-2975

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 22-14
CITY MARINA GASOLINE AND DIESEL FUEL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 22-14
CITY MARINA GASOLINE AND DIESEL FUEL

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **ITB 22-14**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the bid. Failure to do so may disqualify the bid submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

Gate Fuel Service, Inc.

NAME: W. Michael Love TITLE: President

ADDRESS: 9540 San Jose Blvd

CITY: Jacksonville STATE: Florida

AUTHORIZED SIGNATURE:  DATE: 05/26/2022

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

1. Does the marina want Valvtect Gas Fuel Additive added to the Non-Ethanol Midgrade 89 Oct for this bid invitation? **YES – AMENDED EXHIBIT “A” – BID FORM NEXT PAGE**
2. Please replace original Exhibit “A” with the Amended Exhibit “A” for below.

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB 22-14.
2. This sworn statement is submitted by (entity) Gate Fuel Service, Inc whose business address is 9540 San Jose Blvd, Jacksonville, FL 32257 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2874364 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: NA.)
3. My name is W. Michael Love and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Gate Fuel Service, Inc

CITY: Jacksonville STATE: Florida ZIP CODE: 32257

SIGNATURE:  PHONE: 904-448-2952

NAME (TYPED OR PRINTED): W. Michael Love TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: ITB 22-14

Project Description: City Marina Gasoline and Diesel Fuel

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Gate Fuel Service, Inc

Authorized Signature: W. M. J. Jor

Title: President

Date: 05/26/2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: W. Michael Love Title: President

Signature:  Date: 05/26/2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 22-14.

This sworn statement is submitted by (entity) Gate Fuel Service, Inc whose business address is 9540 San Jose Blvd, Jacksonville, FL 32257 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2874364 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: NA.)

My name is W. Michael Love and my relationship to the entity named above is President.

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

 05/26/2022
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 26 day of May, 2022, and is personally known to me, or has provided personally known as identification.

Scott Eckard
Notary Signature

My Commission expires: 5/11/26



SCOTT ECKARD
Notary Public
State of Florida
Comm# HH264009
Expires 5/11/2026

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

20

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

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

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

Gate Fuel Service, Inc

Firm

Date

05/26/2022

W. Michael Love
Authorized Signature

W. Michael Love, President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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You have 2 new alerts
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Search

All Words ▾

e.g. 1606N020Q02



Select Domain
Entity Information



All Entity Information

Entities

Disaster Response Registry

Exclusions



Filter By



Keyword Search

For more information on how to use our keyword search, visit our help guide [🔗](#)

☐ Any Words [i](#)

☒ All Words [i](#)

☐ Exact Phrase [i](#)

e.g. 123456789, Smith Corp

Classification

Excluded Individual

Excluded Entity

Entity Name

▼

Gate Petroleum Company

×

Unique Entity ID: VGHZVYY9NL95

Unique Entity ID

e.g. HTYR9YJHK65L

▼

CAGE / NCAGE

▼

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset 

No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

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General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**2021 - 2022 LOCAL BUSINESS TAX RECEIPT****JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2021 through September 30, 2022.

GATE FUEL SERVICE INC
PO BOX 23627
JACKSONVILLE, FL 32241-3627

ACCOUNT NUMBER: 5697
BUSINESS NAME: GATE FUEL SERVICE INC
PHYSICAL ADDRESS: 1921 ZOO PKWY
JACKSONVILLE, FL 32226

CLASSIFICATION CODE: 329007 PETRO PRODUCTS, WHLSL EACH PLANT

STATE LICENSE NO:

COUNTY TAX:	75.00
MUNICIPAL TAX:	418.75
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	493.75

VALID UNTIL September 30, 2022

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 23-22-00013179

08/20/2021 \$ 493.75



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2021

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

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

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102176832-FUEL-GAW-20-21	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED GATE Fuel Service, Inc. c/o GATE Petroleum Company 9540 San Jose Blvd Jacksonville, FL 32257	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : ACE American Insurance Company		22667
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

ATL-004585397-32

REVISION NUMBER: 14

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			HDO G72497107	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H25547718	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C67820745	06/30/2021	06/30/2022	☒ 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: Bid # ITB19-09 and ITB19-08

Certificate Holder is included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions and where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Fernandina Beach Attn: City Clerk's Office 20 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 of Marsh USA Inc. Stanton Reid
--	--

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USDOT Number: _

Date Received: _

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRR, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

**Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980**

FORM MCS-90

Issued to Gate Fuel Service, Inc.
(Motor Carrier name)

of FL
(Motor Carrier state or province)

Dated at Wilmington, DE on this 25th day of June, 20 21.

Amending Policy Number: ISA H25547718 Effective Date: 06/30/2021

Name of Insurance Company: ACE American Insurance Company

JOHN J. LUPICA, President

Countersigned by: _____
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 215 - 640 - 4555.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY
--

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Gate Fuel Service Inc
PO Box 23627
Jacksonville, FL 32241-3627

OWNER:

(Name, legal status and address)

City of Fernandina Beach

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford CT 06183

BOND AMOUNT: Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

ITB 22-14 - City Marina Gasoline and Diesel Fuel & ITB 22-11 City Fleet, Golf & Airport Gasoline & Diesel

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of May, 2022.

Lisa Lemok
(Witness)

Gate Fuel Service Inc

W. M. D. J.
(Principal) (Seal)
PRESIDENT
(Title)

Travelers Casualty and Surety Company of America

B. Powell
(Surety) Benjamin Powell (Seal)

Attorney in Fact
(Title)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

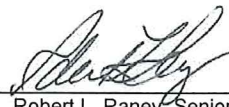
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **BENJAMIN K POWELL** of **JACKSONVILLE, Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

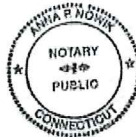
City of Hartford ss.

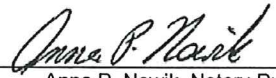
By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

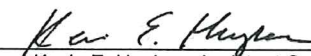
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26th day of May, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Fuel Service

May 18, 2022

City of Fernandina Beach
Attn: City Clerk's Office – ITB# 22-14
204 Ash Street
Fernandina Beach, FL 32034

To Whom It May Concern:

Gate Fuel Service, Inc would like to request a bid tabulation for
BID # ITB #22-14.

Thank you for your cooperation.

Sincerely,

A handwritten signature in blue ink, reading "Donna C. Ponder".

Donna C. Ponder
Sales Manager, Gate Fuel Service

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided

Dyed Ultra Low Sulfur Diesel

OPIS Gross **Low Rack** (Jacksonville, FL)

+/- +.0149 Profit

+ .0452 Freight

+ 0.0000 Fuel Surcharge

+.0300 Valvtect Diesel Fuel Additive

Marina Non-Ethanol Midgrade 89 Oct

OPIS Gross **Low Rack** (Jacksonville, FL)

+/- +.0249 Profit

+ .0457 Freight

+ 0.0000 Fuel Surcharge

+.0300 Gasoline Fuel Additive

Delivery documents must include the oil pricing information sheet (OPIS) for the product delivered.

Name: Petroleum Traders Corporation

Federal Taxpayer ID: 35-1462227

Mailing Address: PO Box 2357

City, State, & Zip Code: Fort Wayne, IN 46801-2357

Telephone: 888-637-7661 **Fax:** 260-203-3820

Email: jvanderpool@petroleumtraders.com

Submitted By: Joseph Vanderpool

Title: Contract Sales Manager

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Michelle Schebig **Title:** Aging Specialist

Email Address: mschebig@petroleumtraders.com **Phone:** 888-637-7661

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for City Marina Gasoline and Diesel Fuel
2. This sworn statement is submitted by (entity) Petroleum Traders Corporation whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is 35-1462227 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Joseph Vanderpool and my relationship to the entity named above is Contract Sales Manager
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

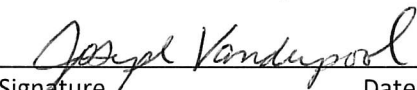
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

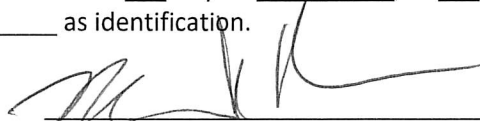
_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person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

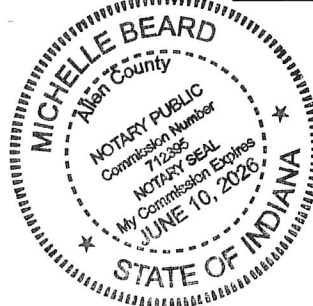
_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature _____ Date: 5/24/2022
Joseph Vanderpool, Contract Sales Manager

STATE OF ~~FLORIDA~~ Indiana
COUNTY OF Allen

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature at the space provided above on this 24 day of May, 2022, and is personally known to me, or has provided Personally Known as identification.


Notary Public Michelle Beard
My Commission expires: 6/10/26



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Petroleum Traders Corporation

CITY: Fort Wayne STATE: IN ZIP CODE: 46801-2357

SIGNATURE: Joseph Vanderpool PHONE: 888-637-7661

NAME (TYPED OR PRINTED): Joseph Vanderpool TITLE: Contract Sales Manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: 22-14 City Marina Gasoline and Diesel Fuel

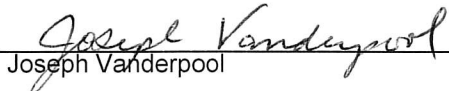
Project Description: Supply and delivery of gasoline and diesel fuel

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Petroleum Traders Corporation

Authorized Signature: 
Joseph Vanderpool

Title: Contract Sales Manager

Date: 5/24/2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Joseph Vanderpool Title: Contract Sales Manager

Signature: Joseph Vanderpool Date: 5/24/2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

EXHIBIT "F"

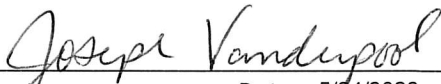
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for 22-14 City Marina Gasoline and Diesel Fuel

This sworn statement is submitted by (entity) Petroleum Traders Corporation whose business address is PO Box 2357, Fort Wayne, IN 46801-2357 and (if applicable) Federal Employer Identification Number (FEIN) is 35-1462227 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Joseph Vanderpool and my relationship to the entity named above is Contract Sales Manager.

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



Signature Date: 5/24/2022
Joseph Vanderpool

STATE OF ~~FLORIDA~~ Indiana
COUNTY OF Allen

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for annual requirements for **CITY MARINA GASOLINE AND DIESEL FUEL**.

The City will receive sealed bids at the location stated below not later than **3:00pm, May 26, 2022**.

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 electronic 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 2022-2023 budget.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #22-14** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB# 22-14**
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 Contact Sheet/Bid Form (**1 original, 3 copies, 1 electronic copy, CD or thumb drive**), 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**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**" and "**Dispute Disclosure**", herein provided as "**Exhibit H**". An example of the City of Fernandina Beach contract is included in this bid packet.

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

SPECIFICATION FOR PETROLEUM FUEL PRODUCTS

This Invitation to Bid is for annual requirements for Midgrade Non-Ethanol Marine Grade 89 Octane Gas and Dyed Ultra Low Sulfur Diesel Fuel for the City of Fernandina Beach - Fernandina Harbor Marina.

The marina has a two section in-ground tank installed, (diesel capacity of 15,000 gallons and gas capacity of 5,000 gallons). This tank is accessible from the street via a fill portal that allows for easy and unencumbered delivery of product. Estimated annual 2022/2023 usage of the Midgrade Non-Ethanol Marine Gas is 100,000 gallons. Estimated 2022/2023 annual usage of the DULS diesel is 350,000 gallons, to include Valvtect Diesel Fuel Additive.

Vendor shall have the ability to monitor inventory levels and schedule loads via our TLS 350 Veeder Root System and schedule loads via the City's fuel system safety recording device and base deliveries on favorable market conditions that will ensure that the Fernandina Harbor Marina locks in the best possible price. A specific quantity of each product will be identified as a bare minimum and the tanks must be kept above those minimum levels to insure uninterrupted sale of the fuels.

Vendor shall price their proposal based on OPIS Gross Low Rack price (Jacksonville, FL) on date of delivery plus Profit, Freight and Surcharge. All must be identified individually on **Contact Sheet/Bid Form hereto attached as "Exhibit A"** per fuel type. Delivery documents must include the Oil Pricing Information Sheet (OPIS) for the date the product is delivered.

Vendor shall provide activity reporting as requested by the City.

The City of Fernandina Beach reserves the right to increase or decrease estimated annual quantities to meet additional or reduced requirements based on operations and/or the City's 2022/2023 budget.

The length of this agreement shall be one year, with two one-year renewals possible based on the mutual consent of both parties.

Contract may be terminated by either party with 60 days written notification.

QUALIFICATIONS

In addition to any State or Federal required licensing or certifications, bidder must show that they are legally licensed to operate in the State of Florida and are properly licensed in their local municipality. If such municipality does not require occupational/business license they must provide documentation that states such licensing is not required. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

AWARD

Award recommendation shall be awarded to the most responsive and responsible bidder offering the best value. 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.

**CITY OF FERNANDINA BEACH
INVITATION TO BID 22-14
CITY MARINA GASOLINE AND DIESEL FUEL**

BID PACKAGE

Bid Documents 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 Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

Bidders 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.fbfl.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 ten days before bid opening.

If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

INSURANCE REQUIREMENTS

Vendor shall submit with BID proof of current insurance coverage that meet the coverage limits outlined in the General Conditions of this Invitation to Bid. Failure to provide proof may disqualify the bid or proposal. Upon award Vendor shall include "Additional Insured" endorsements and requirements.

BOND REQUIREMENTS

Bid bonds 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 an affirmative action program.

**CITY OF FERNANDINA BEACH
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GENERAL CONDITIONS OF INVITATION TO BID

- 1. PREPARATION OF BID** - INVITATION TO BID shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
 - i. Deliveries are to be made during regular business hours.
 - j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.
- 2. SUBMISSION OF BID**
 - a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
 - b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.
- 3. REJECTION OF BID**
 - a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.
- 4. WITHDRAWAL OF BID**
 - a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
 - b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.
- 5. LATE BID**
 - a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
 - b. Modifications in writing received prior to the time set for the opening will be accepted.

**CITY OF FERNANDINA BEACH
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6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60-day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

- If Bid is less than \$100,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is \$100,000 - \$200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall 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

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payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within ten days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. 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, Bidder shall 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.

The following exceptions to 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.

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The CONTRACTOR 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, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or 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

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the employees of the CONTRACTOR against the City and the CONTRACTOR 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.

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have 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 City 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 City 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 City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; 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 the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as 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.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

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1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 2. Completed Operations/Products Liability.
 3. Broad Form Property Damage
 4. Personal and Advertising Injury Liability
 5. Independent Contractors
 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1, 000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than One Million (\$1, 000,000) per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not

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renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."

- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

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

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing, www.sam.gov. CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

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17. LOBBYING

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

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EXHIBITS

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

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PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 24 day of May, 2022, and is personally known to me, or has provided personally known as identification.



Notary Signature Michelle Beard

My Commission expires: 6/10/26



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for 22-14 City Marina Gasoline and Diesel Fuel

This sworn statement is submitted by (entity) Petroleum Traders Corporation whose business address is PO Box 2357, Fort Wayne, IN 46801-2357 and (if applicable) Federal Employer Identification Number (FEIN) is 35-1462227 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Joseph Vanderpool and my relationship to the entity named above is Contract Sales Manager

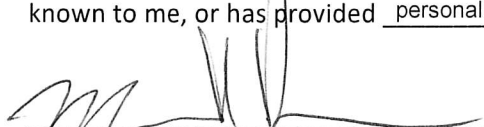
1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners,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


Signature Joseph Vanderpool Date: 5/24/2022

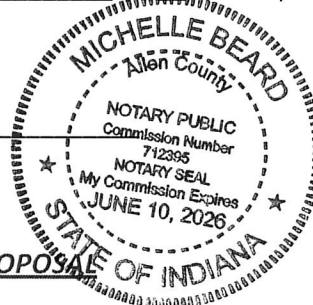
STATE OF ~~FLORIDA~~ Indiana

COUNTY OF Allen

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 24 day of May, 2022, and is personally known to me, or has provided personally known as identification.


Notary Signature Michelle Beard

My Commission expires: 6/10/26



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

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

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

Petroleum Traders Corporation

5/24/2022

Firm

Date


Authorized Signature

Joseph Vanderpool, Contract Sales Manager
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**PETROLEUM TRADERS
CORPORATION**

PO Box 2357
Fort Wayne, IN 46801-2357
888-637-7661

5/24/2022

City of Fernandina Beach
Attn: City Clerk's Office – ITB# 22-14
204 Ash Street
Fernandina Beach, FL 32034
Re: Certificate of Insurance

To Whom It May Concern:

In the City of Fernandina Beach Bid ITB #22-14, it asks for a certificate of insurance with City of Fernandina Beach named as additional insured. It is Petroleum Traders Corporation's practice to only have a company listed as "additional insured" if we are awarded their bid. Therefore, if we are notified we are awarded any of the City of Fernandina Beach Bid ITB #22-14, we will be more than happy to provide a certificate naming you as additional insured.

Thank you for your understanding,

Joseph Vanderpool,
Contract Sales Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2021

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 Lupke Rice Insurance 127 W. Berry Street, Ste 500 Fort Wayne IN 46802	CONTACT NAME: Cindy Surfus PHONE (A/C, No, Ext): 260-424-4150 E-MAIL ADDRESS: csurfus@lupkerice.com FAX (A/C, No): 260-424-4187
INSURED Petrone Traders Corporation P.O. Box 2357 Fort Wayne IN 46801	INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Company INSURER B: Ohio Security Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1871383782**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	EPK-136804	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	EPK-136804	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			EFX-118749	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Auto Sublimit \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XWS(22) 59 06 94 51	9/1/2021	9/1/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Transportation Pollution			EPK-136804	9/1/2021	9/1/2022	Pollution Each Claim \$1,000,000 Pollution Deductible \$5,000

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

CERTIFICATE HOLDER**CANCELLATION**

INFORMATIONAL

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

AUTHORIZED REPRESENTATIVE

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LYNWOOD ROBERTS, TAX COLLECTOR
231 East Forsyth Street Room 212
Jacksonville, FL 32202



FAX TRANSMITTAL FORM

DATE: 1/3/01

TIME _____

FAX NUMBER SENDING TO: 219-432-6564TO: KATHY THAYERCOMPANY'S NAME: PETROLEUM TRADERS CORPCOMPANY'S PHONE#: 219 432 6622FROM: EDGAR VENZONTOTAL NUMBER OF PAGES(INCLUDING COVER PAGE) 2

MESSAGE: YOUR DEALER # IS 6523. AS A RESULT YOU WILL
BE RECEIVING MONTHLY A TAX RETURN (PUBLIC SERVICE)
FORM. SINCE JTA IS TAX EXEMPT RETURN THE FORM
WITH \$ AMOUNT. PREADDRESSED ENVELOP IS ALSO
ENCLOSED. ANY QUESTION, PLS CALL ME.

ACCOUNTING SERVICES

FAX: 904-630-7134

PH#: 904-630-2022



PUBSRV INQ PSHIST PUBLIC SERVICE TAX MASTER DUP PG

1 EV PERIOD PRINTER

FOR INQUIRY, INDICATE KEY TYPE: DEALER NO X BUSINESS NAME X LOC ADDR X

ADD COMPLETE FOR 6523

DEALER NO	TYPE	TRAN CODE	INDEX	SUBJECT	GL-ACCT	STAT	DELQ COUNT
6523		701	JXSP011	31470			

BUSINESS NAME PETROLEUM TRADERS CORPORATION

NAME 2

ATTN KATHY THAYER

----- LOCATION ADDRESS -----

STREET NO	7110	NAME POINT INVERNESS	TYPE WY	DIR	APT NO.
CITY FORTH WAYNE		STATE IN	ZIP 46804		PHONE

----- MAILING ADDRESS -----

STREET NO.	7110	NAME POINT INVERNESS	TYPE WY	DIR	APT NO.
CITY FORTH WAYNE		STATE IN	ZIP 46804	CR	PH 219 432-6622

CREATION DT: 01/03/2001 LAST BILL DATE : 000000

START BILL DT: 01/2001 LAST ACTIVITY: LAST ACTIVITY DT: 01/03/2001

COMMENT PEIN: 35-1462227



2022 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/21

This Certificate Expires on December 31, 2022

Business Name and Location Address

Certificate Number

PETROLEUM TRADERS CORPORATION
7110 POINTE INVERNESS WAY
FORT WAYNE, IN 46804-7928

78-8012400604-0

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114

R. 05/17

10/09/21

PETROLEUM TRADERS CORPORATION
ATTN MS. DAWN WIGGINS, TAX MANAGER
PO BOX 2357
FORT WAYNE IN 46801-2357

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.

**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114

R. 05/17

10/09/21

License Number: 13242238
FEIN Number: 35-1462227

Expiration Date: 12/31/2022

License Activity: Pollutants-Importer
Wholesaler
Importer
Exporter

PETROLEUM TRADERS CORPORATION
ATTN MS. DAWN WIGGINS, TAX MANAGER
PO BOX 2357
FORT WAYNE IN 46801-2357

License is Not Transferable – It Must be Posted in a Conspicuous Place

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.

Location:

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Fernandina Beach
Attn: City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% of bid

PROJECT:

(Name, location or address, and Project number, if any)

Supply and delivery of gasoline and diesel fuels

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24 day of May 2022



(Witness) Kevin Smith

Petroleum Traders Corporation

(Principal)

(Seal)

By:


(Title) Joseph Vanderpool, Contract Sales
Manager

The Hanover Insurance Company

(Surety)

(Seal)

By:


(Title) Deborah L. Burton Attorney-in-Fact



**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint, **Deborah L. Burton**

Of: Louisville, KY

each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligation in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: Bid Bond

Principal: Petroleum Traders Corporation

Obligee: As per bid bond

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of July, 2018.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Salvatore, Executive Vice President

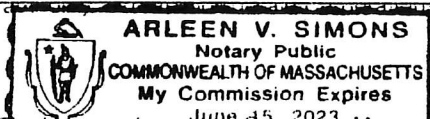
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

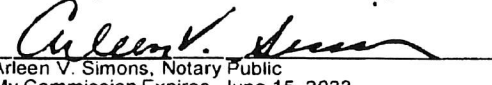

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.



On this 19th day of July, 2018 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this _____ day of _____

24 May 2022

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Carrick A. Bligh, Vice President

CERTIFIED COPY

141-0857SP (08/2018)

Company ID Number: 53819

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Petroleum Traders Corporation** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 53819

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 53819

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 53819

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Petroleum Traders Corporation

Jane I Thomas

Name (Please type or print)

Title

Electronically Signed

09/13/2007

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 53819

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

09/13/2007

Signature

Date

Company ID Number: 53819

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Petroleum Traders Corporation

Company Facility Address: 7120 Pointe Inverness Way
Fort Wayne, IN 46804

Company Alternate Address: _____

County or Parish: ALLEN

Employer Identification Number: 351462227

North American Industry
Classification Systems Code: 424

Parent Company: _____

Number of Employees: 100 to
499 Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- INDIANA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Cawanna M Wadley	Fax Number:	(260) 207 - 6380
Telephone Number:	(260) 432 - 6622 ext. 6380		
E-mail Address:	cwadley@petroleumtraders.com		
Name:	Jen I Bynum	Fax Number:	(260) 469 - 5808
Telephone Number:	(260) 432 - 6622 ext. 5808		
E-mail Address:	jenbynum@petroleumtraders.com		



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**CITY OF FERNANDINA BEACH BID OPENING
ITB 22-14 MARINA GASOLINE AND DIESEL FUEL**

May 26, 2022

Opened by Taylor Fitzsimmons and Wanda Weeks

DATE/TIME	5/26/2022 12:52PM
VENDOR NAME	Gate Fuel Services
LOCATION	Jacksonville, FL
EXHIBITS A-H	√
ADDENDUM 1	√
CREDIT CARDS	no

5/25/2022 10:57AM
Petroleum Traders
Ft. Wayne, IN
√
√
no

Ultra Low Sulfur Diesel

OPIS Gross **Low** Rack (Jacksonville, FL)

+/-Profit	0.0328
+Freight	0.0423
+/-Fuel Surcharge	0
Valvetech Diesel Fuel Additive	0.05
TOTAL	0.1251

0.0149
0.0452
0
0.03
0.0901

Unleaded Gasoline 87 Oct

OPIS Gross **Low** Rack (Jacksonville, FL)

+/-Profit	0.0298
+Freight	0.0368
+/-Fuel Surcharge	0
Valvetech Gasoline Fuel Additive	0.05
TOTAL	0.1166

0.0249
0.0457
0
0.03
0.1006

This is a preliminary summary of the bids as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final review/recommendation for award.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2022-125
Grant Agreement Amendment - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-125.

SYNOPSIS: On April 7, 2020 the City Commission passed Resolution 2020-49 approving execution of Public Transportation Grant Agreement #436769-1-94-01 with the Florida Department of Transportation to provide funding assistance for a project to rehabilitate a portion of the transient aircraft parking apron at the Fernandina Beach Municipal Airport. This grant amendment increases the maximum funding support from FDOT under this grant to \$98,334.00, and stipulates that the grant obligation will not exceed 8% of the total eligible cost for this project.

During the July 5, 2022 City Commission meeting, the Commission awarded the construction contract for this project to CGC Inc., authorized consultant services to Passero Associates, and approved a grant agreement with the Federal Aviation Administration (FAA) funding 90% of eligible project costs. Pending approval of this amendment to FDOT PTGA #436769-1-94, the anticipated funding plan for this project will be:

Total Anticipated Project Cost (Construction and Consultant/Miscellaneous Fees): \$1,499,208.00
FAA Grant Funding: \$1,349,288.00
FDOT Grant Funding: \$98,334.00
Airport/City Match: \$51,586.00

The proposed FY22/23 airport budget includes grant revenue and anticipated expenses as reported above. The Airport Advisory Commission has discussed this project during multiple meetings and supports the scope of this project as well as the acceptance of grants supporting the project.

FISCAL IMPACT: The expense for this project is included in the Airport Improvements Account # 420 56300 within the proposed FY22/23 budget. The anticipated grant revenue for this PTGA has been included within the proposed FY22/23 Airport Budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-125.

Nathan Coyle, Airport Director	6/29/2022
Monica Benischek, Administrative Services Manager	6/29/2022
Katie Newton, Legal Assistant	6/29/2022
Lorelei Jacobs, Grants Administrator	6/29/2022
Pauline Testagrose, Comptroller	7/9/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

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

Date: July 08, 2022

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2022-125

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING AN AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #436769-1-94 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REHABILITATION OF A PORTION OF THE TRANSIENT AIRCRAFT PARKING APRON AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has provided a public transportation grant agreement to authorize funds to rehabilitate the pavement and stormwater components of the transient aircraft parking apron at the Fernandina Beach Municipal Airport; and

WHEREAS, PTGA #436769-1-94 provided an initial FDOT grant obligation of \$8,334.00 for this project; and

WHEREAS, this proposed amendment to PTGA #436769-1-94 increases the maximum allowable FDOT grant obligation to \$98,334.00 or a maximum of 8% of total eligible project cost to rehabilitate a portion of the transient aircraft parking apron at the Fernandina Beach Municipal Airport.

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

SECTION 1. The City Commission hereby authorizes this Amendment to FDOT Public Transportation Grant Agreement #436769-1-94, attached hereto as Exhibit "A", for a total FDOT grant obligation of \$98,334.00 or a maximum of 8% of total eligible project cost for the rehabilitation of a portion of the transient aircraft parking apron at the Fernandina Beach Municipal Airport.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute this Amendment to FDOT PTGA #436769-1-94, upon review of the City Attorney.

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

ADOPTED this 19th day of July, 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

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR,DPTO	FLAIR Category:	088719
436769-1-94-23	Work Activity Code/Function:	215	Object Code:	740100
	Federal Number/Federal Award		Org. Code:	55022020228
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000317019
Contract Number: G1M03	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: N/A				
CSFA Title: N/A				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Fernandina Beach, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 6/1/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Amendment #1 to add FY23 construction phase funding for Fernandina Beach Municipal Airport's Transient (Main) Aircraft Parking Apron Pavement Rehabilitation project

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☒ Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☐ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit F: Contract Payment Requirements
- ☐ *Exhibit G: Financial Assistance (Single Audit Act)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

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- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$1,062,507 bringing the revised total cost of the project to \$1,229,175.

The Department's participation is X increased/ ___ decreased by \$90,000. The Department agrees to participate in the Project cost up to the maximum amount of \$98,334, and, additionally the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Fernandina Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Dale L. Martin
Title: City Manager

By: _____
Name: James M. Knight, P.E.
Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Fernandina Beach APT Design & Construct North Aircraft Parking Rehab.

B. Project Location (limits, city, county, map): Fernandina Beach Municipal Airport/Fernandina Beach, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, pavement markings, lighting and signage, drainage, and utilities, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

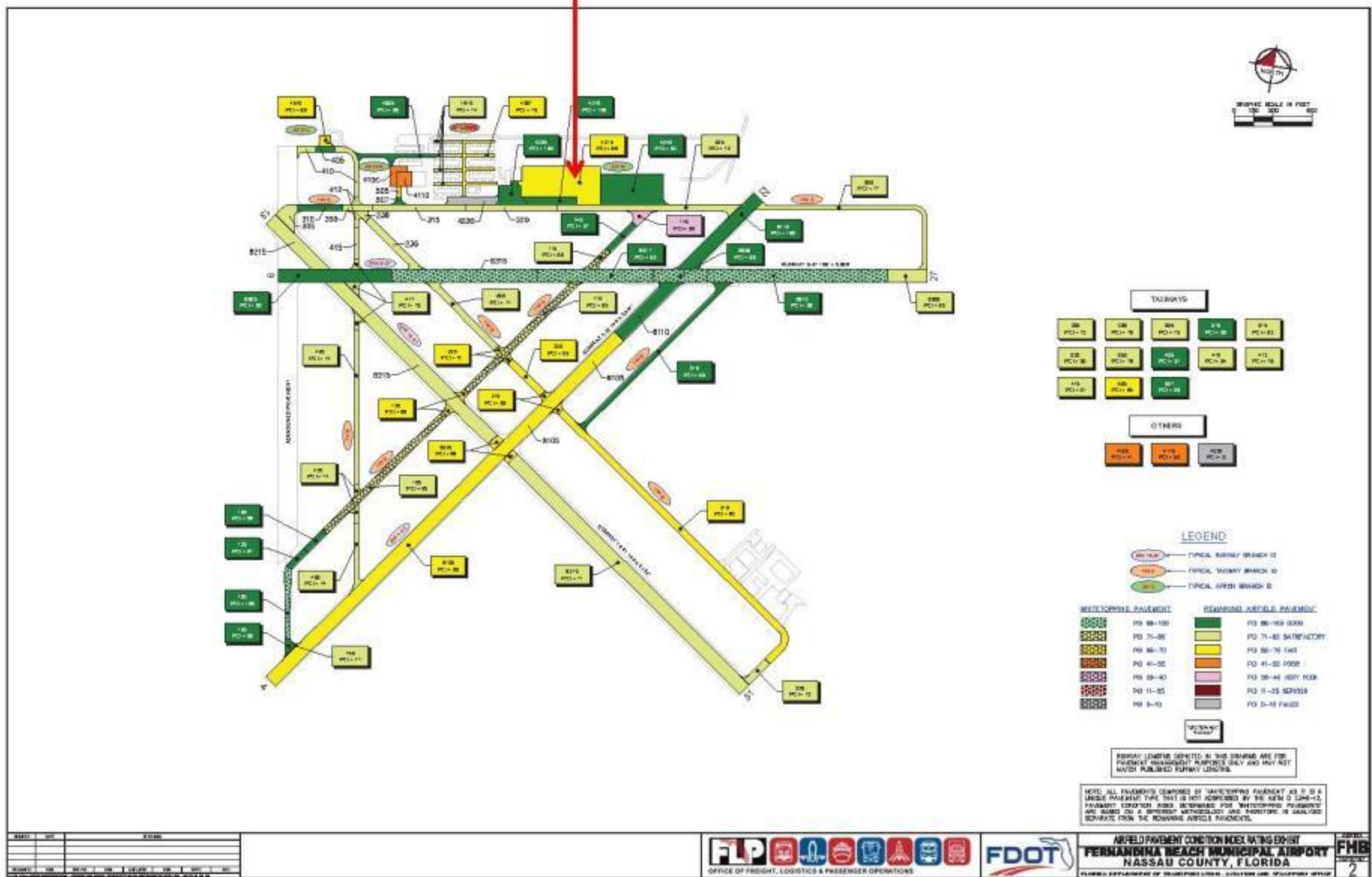
E. Unallowable Costs (including but not limited to): Travel

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

Fernandina Beach Airport Aircraft Parking Apron Rehab Project Sketch

Scope: Rehabilitate Pavement Apron Section # 4215



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
436769-1-94-23	DDR	088719	2023	740100	N/A	N/A	\$90,000.00
436769-1-94-23	DPTO	088719	2020	740100	N/A	N/A	\$8,334.00
436769-1-94-23	FAA	088719	2023	740100	N/A	N/A	\$956,257.00
436769-1-94-23	FAA	088719	2020	740100	N/A	N/A	\$150,000.00
436769-1-94-23	LF	088719	2023	740100	N/A	N/A	\$16,250.00
436769-1-94-23	LF	088719	2020	740100	N/A	N/A	\$8,334.00
Total Financial Assistance							\$1,229,175.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$98,334.00	\$24,584.00	\$1,106,257.00	\$1,229,175.00	8.00	2.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$98,334.00	\$24,584.00	\$1,106,257.00	\$1,229,175.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kyle Coffman

Department Grant Manager Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION 2020-49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING PUBLIC TRANSPORTATION GRANT AGREEMENT (PTG) #436769-1-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN AND CONSTRUCTION PHASES OF A PROJECT TO REHABILITATE A PORTION OF THE TRANSIENT AIRCRAFT PARKING APRON AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has programmed a project over two state fiscal years for the design and construction of a project to rehabilitate a portion of the Transient Aircraft Parking Apron at the Fernandina Beach Municipal Airport in the total amount of \$125,000 with a 50% matching requirement from the Airport; and

WHEREAS, this same project is expected to be funded under an FAA grant covering 90% of eligible project cost, and FDOT will provide a matching component under PTG #436769-1-94-01 with an anticipated supplemental grant in the next fiscal year; and

WHEREAS, funding is included in the Airport Improvements account, 420 56300; this project is currently reflected under the Airport's approved 5-year Capital Improvement Plan within Fiscal Years 20/21 and 21/22.

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

SECTION 1. The City Commission hereby authorizes FDOT Public Transportation Grant #436769-1-94-01, attached hereto as Exhibit "A", in the amount of \$8,000, with a matching requirement of 50%, for the design and construction of a project to rehabilitate a portion of the transient aircraft parking apron at the Fernandina Beach Municipal Airport.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the FDOT grant agreement, upon review of the City Attorney.

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

ADOPTED this 7th day of April, 2020..

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



Florida Department of Transportation

RON DESANTIS
GOVERNOR

2198 Edison Avenue, MS 2806
Jacksonville, Florida 32204

KEVIN J. THIBAUT, P.E.
SECRETARY

DATE: January 29, 2020

TO: Nathan Coyle
Airport Director
City of Fernandina Beach
700 Airport Road
Fernandina Beach FL, 32034

FROM: Kyle Coffman
District Freight & Logistics Supervisor
Florida Department of Transportation District Two

SUBJECT: Public Transportation Grant Agreement for Execution
Financial Project No. 436769-1-94-01; Contract No. TBD

Please see the attached Public Transportation Grant Agreement for design of the north aircraft parking apron rehabilitation project at Fernandina Beach Airport. Please print and execute two copies of the attached Public Transportation Grant Agreement and return to my office along with a copy of the City Commission's resolution for final review, encumbrance of funding, and execution by FDOT.

Should you require additional information or a meeting with Department representatives please contact me at (904) 360-5686.

Sincerely,

A handwritten signature in black ink that reads "Kyle Coffman". The signature is written in a cursive, flowing style.

Kyle Coffman
District Freight & Logistics Supervisor

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 436769-1-94-20	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55022020228 Vendor Number: VF596000317019
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into April 7, 2020, by and between the State of Florida, Department of Transportation, ("Department"), and City of Fernandina Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Fernandina Beach APT Design North Aircraft Parking Rehab., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☒ Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☐ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through March 31, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

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- a. The estimated total cost of the Project is \$166,668. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$8,334 and, the Department's participation in the Project shall not exceed 5.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
 - i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a.** It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs,

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including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per

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occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

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- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Fernandina Beach

By: _____

Name: _____

Title: _____

[Signature]

Dale Martin

City Manager

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: James M. Knight, P.E. or Authorized Representative

Title: Urban Planning and Modal Administrator

APPROVED AS TO FORM AND LEGALITY:

[Signature]

CITY ATTORNEY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

Caroline Best

Caroline Best

City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Fernandina Beach APT Design North Aircraft Parking Rehab.

B. Project Location (limits, city, county, map): Fernandina Beach Municipal Airport/Fernandina Beach, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, pavement markings, lighting and signage, drainage, and utilities, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Design and construct transient aircraft apron pavement, drainage and lighting rehabilitation (1,000' x 400'), for main transient aircraft parking apron. Main / transient aircraft parking apron is in need of rehabilitation (PCI 50, "poor"). The pavement is in excess of 20-years in age.

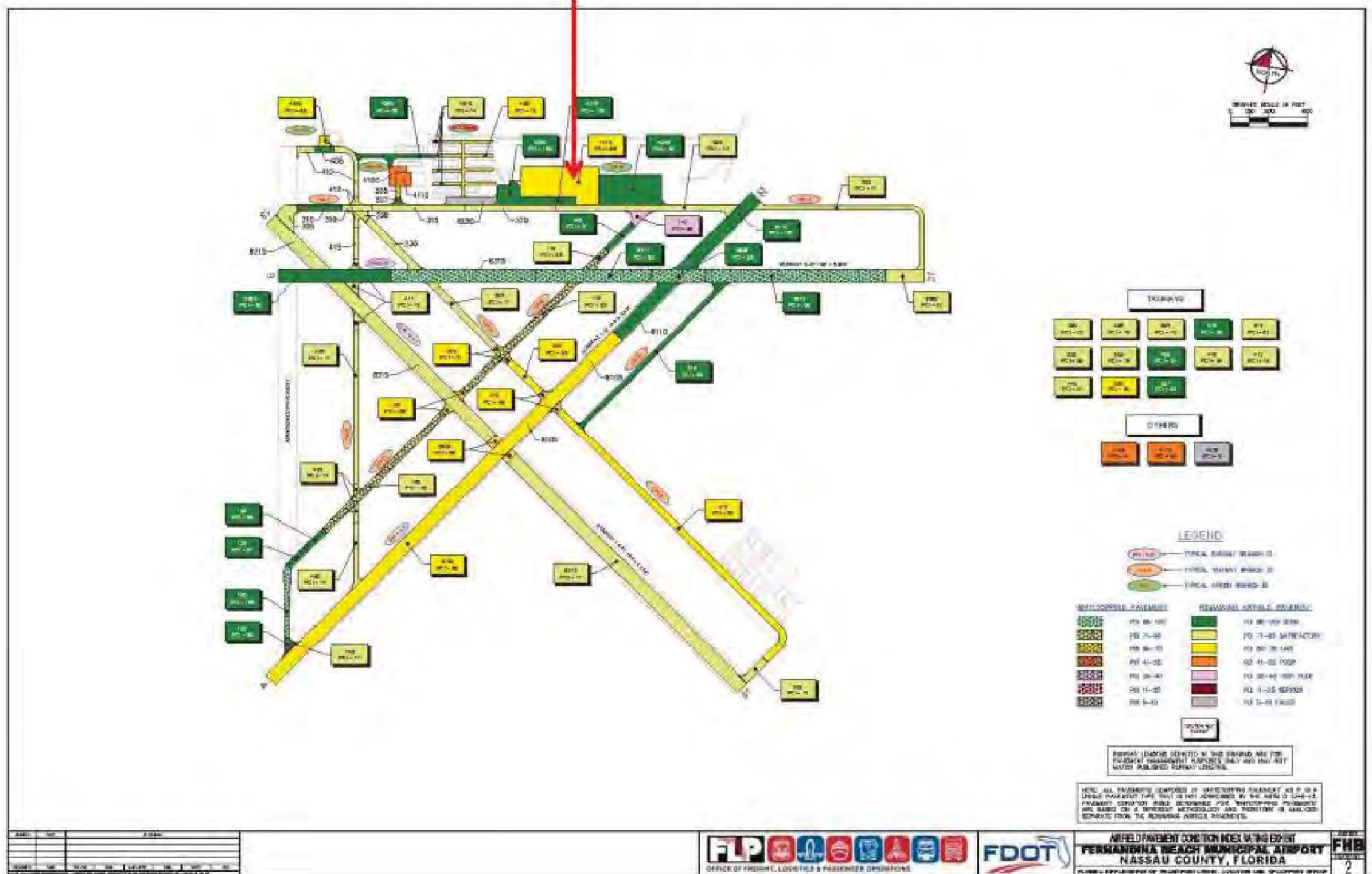
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

Scope: Rehabilitate Pavement Apron Section # 4215



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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
436769-1-94-20	DPTO	088719	2020	740100	N/A	N/A	\$8,334
436769-1-94-20	FAA	088719	2020	740100	N/A	N/A	\$150,000
436769-1-94-20	LF	088719	2020	740100	N/A	N/A	\$8,334
Total Financial Assistance							\$166,668

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$8,334	\$8,334	\$150,000	\$166,668	5.00	5.00	90.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$8,334	\$8,334	\$150,000	\$166,668			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kyle Coffman

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kyle Coffman (email: Kyle.Coffman@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Aerospace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2022-126
Grant Agreement Amendment - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-126.

SYNOPSIS: The Fernandina Beach Municipal Airport maintains a hangar rental waiting list that currently holds 84 individuals awaiting access to hangar space at the airport. In July of 2022, the airport is expected to complete a project producing six new hangar units for rental. The proposed FDOT Public Transportation Grant Agreement #440024-1-94-23 provides grant funding for the design and construction of new hangars at the airport. This grant agreement provides grant funding for a total allowable project cost of \$1,820,000.00 with a 50% grant match requirement from the airport. In addition to satisfying demand for access to hangar space, the construction and rental of new hangars will provide additional revenue to the airport fund.

Within the FY22/23 proposed budget, the airport fund has included the expense for the design-phase of this project in an estimated amount of \$140,000 with 50% of expense allocated to FDOT Grant Revenue within the same budget proposal. The construction phase of this project would be conducted in the following fiscal year. This project is consistent with the Airport's 5-year Capital Plan and has been noted as a high priority of the airport community and Airport Advisory Commission.

FISCAL IMPACT: The expense for the design phase of this project is included in the Airport Improvements Account # 420 56300 in the current budget and within the proposed FY22/23 budget. The anticipated grant revenue for this PTGA has been included within the proposed FY22/23 Airport Budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-126.

Nathan Coyle, Airport Director	6/29/2022
Monica Benischeck, Administrative Services Manager	6/29/2022
Katie Newton, Legal Assistant	6/29/2022
Lorelei Jacobs, Grants Administrator	6/29/2022
Pauline Testagrose, Comptroller	7/9/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

Date: July 08, 2022

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2022-126

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING APPROVAL AND EXEUTION OF PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #440024-1-94-23 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN AND CONSTRUCTION OF NEW HANGARS AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has provided a public transportation grant agreement authorizing grant funding for the design and construction of new aircraft storage hangars at the Fernandina Beach Municipal Airport; and

WHEREAS, PTGA #440024-1-94-23 provides grant funding for a total allowable project cost of up to \$1,820,000.00 with a 50% grant match requirement from the Airport fund; and

WHEREAS, this project is consistent with the Airport 5-Year Capital Plan which includes construction of new hangars to meet significant demand for aircraft hangar storage space at the Fernandina Beach Municipal Airport.

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

SECTION 1. The City Commission hereby authorizes approval and execution of FDOT Public Transportation Grant Agreement #440024-1-94-23, attached hereto as Exhibit "A", for the design and construction of new hangars at the Fernandina Beach Municipal Airport.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute this Amendment to FDOT PTGA #440024-1-94-23, upon review of the City Attorney.

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

ADOPTED this 19th day of July, 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

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Financial Project Number(s): (item-segment-phase-sequence) 440024-1-94-23	Fund(s): Work Activity Code/Function: 215	DDR	FLAIR Category: 088719
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only: N/A		Org. Code: 55022020228
Contract Number:	Federal Award Date: N/A		Vendor Number: VF596000317019
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Fernandina Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in FERNANDINA BEACH MUNICIPAL AIRPORT DESIGN & CONSTRUCT HANGARS, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

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- a. The estimated total cost of the Project is \$1,820,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$910,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of

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Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Fernandina Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: Dale L. Martin

Name: James M. Knight, P.E.

Title: City Manager

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): FERNANDINA BEACH MUNICIPAL AIRPORT DESIGN & CONSTRUCT HANGARS

B. Project Location (limits, city, county, map): Fernandina Beach Municipal Airport/Fernandina Beach, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, doors, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the Hangar Development project at Fernandina Beach Municipal Airport. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

[illegible]

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EXHIBIT B**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
440024-1-94-23	DDR	088719	2023	751000	55.004	Aviation Grant Program	\$910,000.00
440024-1-94-23	LF	088719	2023	751000	55.004	Aviation Grant Program	\$910,000.00
Total Financial Assistance							\$1,820,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$910,000.00	\$910,000.00	\$0.00	\$1,820,000.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$910,000.00	\$910,000.00	\$0.00	\$1,820,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kyle Coffman

Department Grant Manager Name

Signature

Date

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GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kyle Coffman (email:) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the

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Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's

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use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the

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deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$910,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2022-127
Budget Transfer - Wastewater Department

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-127.

SYNOPSIS: In accordance with Code of Ordinances Section 2-412 and Charter section 74, the City Commission must approve departmental budget transfers over \$25,000.

During the ongoing project to replace the dewatering system for the Wastewater Treatment plant, the cost to handle and dispose of biosolids has temporarily exceeded the amount budgeted in the FY2021/22 budget.

Staff recommends increasing the Wastewater Contractual account, 450 53400, by \$50,000.00. The transfer will be made from the Wastewater Reserve account, 450 59990.

FISCAL IMPACT: Funds in the amount of \$50,000 are available to transfer from the Wastewater Reserve account, 450 59990, into the Wastewater Contractual account, 450 53400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-127.

Andre Desilet, Stormwater Manager	7/8/2022
Monica Benischeck, Administrative Services Manager	7/8/2022
Katie Newton, Legal Assistant	7/8/2022
Pauline Testagrose, Comptroller	7/9/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

Date: July 08, 2022

Submitted By: Andre Desilet, Stormwater Manager

COMMISSION ACTION: Adopt

RESOLUTION 2022-127

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE WASTEWATER DEPARTMENT'S BUDGET 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 interdepartmental budget amendment over \$25,000; and

WHEREAS, Due to the ongoing project to replace the dewatering system at the City Wastewater Treatment plant, the cost to handle and dispose of biosolids has exceeded the amount budgeted in FY 2021/22; and

WHEREAS, staff recommends an amendment to the fiscal year 2021/2022 budget by transferring \$50,000 to the Wastewater Contractual account, 450 53400 from the Wastewater Reserve account, 450 59990 to cover the additional project cost.

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

SECTION 1. The City Commission hereby approves amending the budget by transferring \$50,000 to the Wastewater Contractual account, 450 53400 from the Wastewater Reserve account, 450 59990.

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

ADOPTED this 19th day of July, 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 2022-128
Voluntary Annexation Agreement - 414 Cashen Road

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-128.

SYNOPSIS: Property owners, Rebecca R. Kovacik + Andrew P. Bickford, who are experiencing a failing septic system, completed the City of Fernandina Beach Voluntary Annexation Agreement/Petition for Annexation application pursuant to Chapter 171.44, Florida Statutes, for one parcel containing approximately 0.57 acres located at 414 Cashen Road, identified as parcel No. 00-00-30-044B-0082-0070.

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

FISCAL IMPACT: The City's water and wastewater services will charge a 25% surcharge on services based on monthly usage until such time that the property is annexed into the municipal limits. When annexed, the subject property will generate approximately \$600 of property tax revenue for the City (based upon estimated Assessed Value and the current millage rate).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-128.

Kelly Gibson, Planning Director	7/5/2022
Monica Benischeck, Administrative Services Manager	7/5/2022
Katie Newton, Legal Assistant	7/8/2022
Pauline Testagrose, Comptroller	7/9/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

A handwritten signature in blue ink that reads "Sylvie McCann".

Date: June 28, 2022

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2022-128

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WATER AND WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.57 ACRES OF LAND LOCATED AT 414 CASHEN ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Rebecca R. Kovacik + Andrew P. Bickford, completed the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.57 acres located at 414 Cashen Road, identified as Parcel No. 00-00-30-044B-0082-0070; and

WHEREAS, staff determined the request is consistent with the City's Municipal Code Sections 82-44 and 82-403, its Comprehensive Plan, and Land Development Code; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide water and wastewater services to the subject property.

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

SECTION 1. The City Commission hereby authorizes the extension of water and wastewater services to the property owners identified, whose property is located outside the corporate limits of the City at 414 Cashen Road and identified as Parcel No. 00-00-30-044B-0082-0070, attached hereto as Exhibit A, and approves the Voluntary Annexation Petition, attached hereto as Exhibit B.

SECTION 2. The City Commission hereby authorizes the City Clerk and City Manager to execute said petition on behalf of the City of Fernandina Beach.

SECTION 3. The City Clerk is hereby directed to record the petition in the public records of Nassau County, Florida, as required by Ordinance No. 2001-01.

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

ADOPTED this 19th day of July, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner - Mayor

ATTEST:

CAROLINE BEST
City Clerk

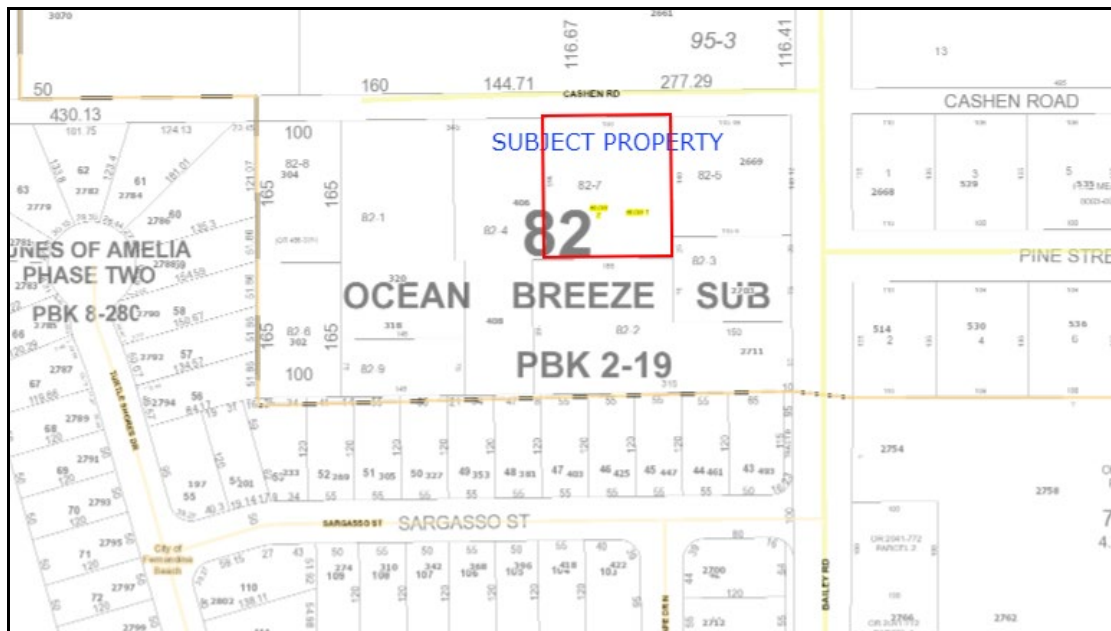
APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

WATER AND WASTEWATER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF
PARCEL ID NUMBER: 00-00-30-044B-0082-0070 LOCATED AT 414 CASHEN ROAD TOTALING
APPROXIMATELY 0.57 ACRES OF LAND

414 CASHEN ROAD



CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR
ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this day of May 10th 2022, 20 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Rebecca Kovacik / Andrew Bickford (hereinafter collectively referred to as the "Applicants").

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

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

PARCEL ID#: 00-00-30-044B-0082-0070

GENERALLY DESCRIBED AS: X

ADDRESSED AS: 414 Cashen Rd. Fernandina Beach, FL 32034

See Attached Exhibit "A"

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

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

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

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

1. Effective Date: This Agreement shall become effective upon execution.
2. Execution: The parties hereto agree to execute any and all such documents as are

reasonably necessary to carry out the terms and provisions of this Agreement.

3. Binding Effect: The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.

4. Water and/or Sanitary Sewer: The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

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

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

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

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

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

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

CITY OF FERNANDINA BEACH

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

T.E.B.

City TAMMI E. BACH

Attorney

APPLICANT

(S)

By: *Rebecca Kwak*
Applicant

By: *[Signature]*
Applicant

STATE OF FLORIDA
ss
COUNTY OF NASSAU

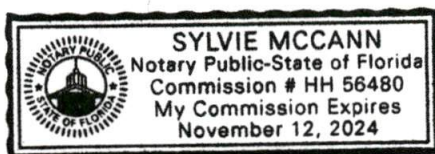
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 24th day of June, 2022,
by Rebecca Kovacik and Andrew Buckford.

Sylvie McCann

Notary Public

Printed Name _____ My
Commission Expires 11/12/2024

Personally Known _____ OR Produced Identification ☒ ID Produced: FL Drivers License



DALE L. MARTIN
City Manager

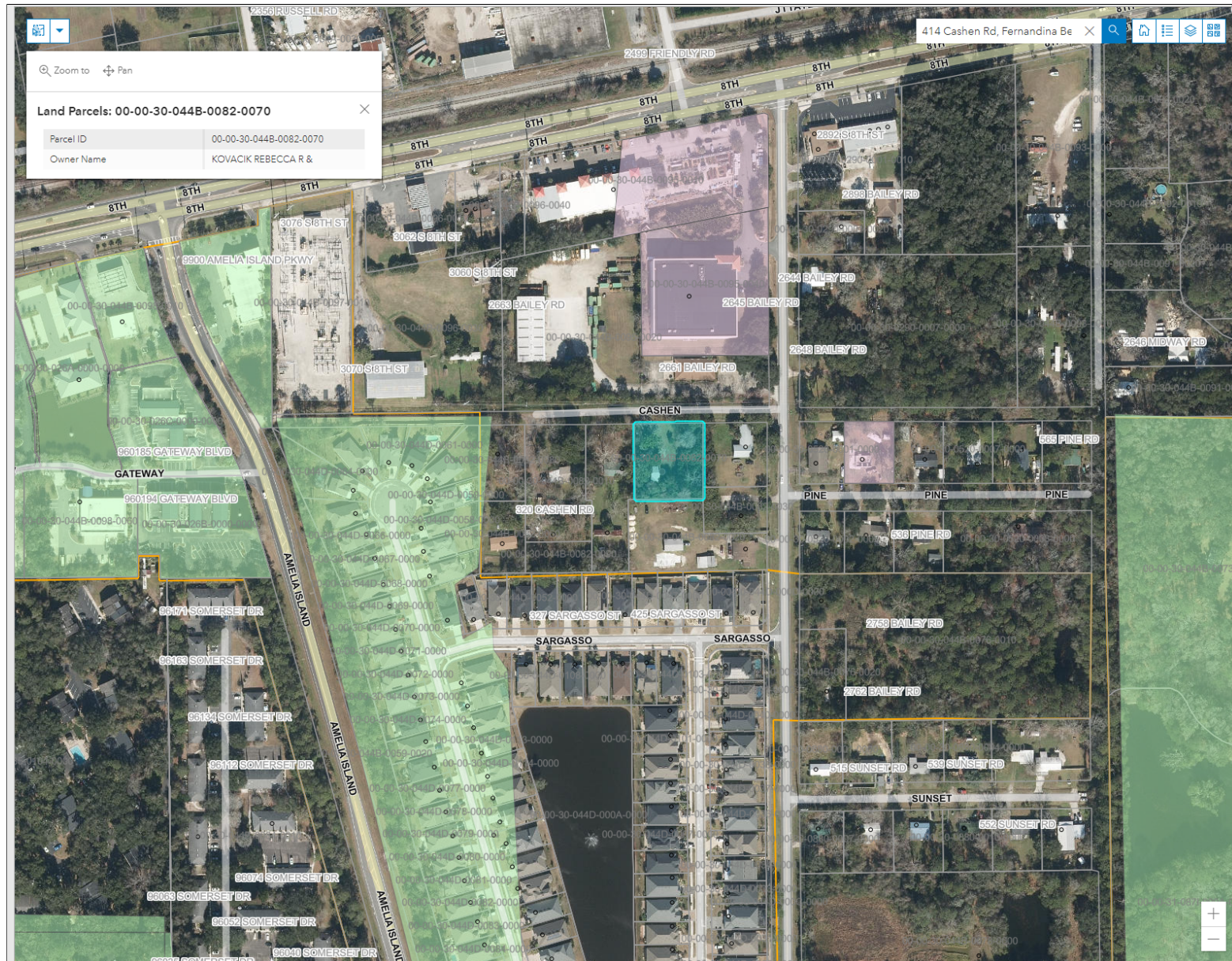
CAROLINE BEST
City Clerk

EXHIBIT A

NASSAU COUNTY PROPERTY
APPRAISER PARCEL REPORT

MAP OF SURROUNDING AGREEMENTS

414 CACHEN ROAD



Print

Water /Wastewater Annexation - Submission #9443

Date Submitted: 6/24/2022

WATER/ WASTEWATER ANNEXATION

USE THIS FORM TO: Request the City Commission's authorization to extend water and/or sanitary wastewater services to property not located within the City limits and not currently eligible for annexation.

This application must also include the Voluntary Annexation Agreement / Petition for Annexation, as required by Municipal Code prior to the extension of services outside the City's jurisdiction.

Fees

☒

\$300

IMPORTANT NOTES

Per Municipal Code Sections 82-44 and 82-403, the extension of City water and/or sanitary sewer services to property located outside the municipal limits must be authorized by the City Commission. Application for these services shall be placed on the next available City Commission agenda. The City Commission meets the 1st and 3rd Tuesday of each month at 6:00PM. Applications must be received three (3) weeks prior to the requested agenda.

This application must also include the Voluntary Annexation Agreement / Petition for Annexation, as required by Municipal Code prior to the extension of services outside the City's jurisdiction.

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser's Website's Map Search](#)

Site Address*

414 Cashen Rd

Parcel ID #(s)*

00-00-30-044B-0082-0070

OWNER OF RECORD

ALL NAMES, as recorded with the Nassau County Property Appraiser

First Name*

Rebecca

Last Name*

Kovacik

Company (if applicable)

Mailing Address*

414 Cashen Rd.

Telephone Number*

7192466584

E-mail Address*

rebecca.kovacik@gmail.com

OWNER'S AGENT

If an agent will be representing the owner, an Owner’s Authorization For Agent Representation form must be included

First Name

Last Name

Company (if applicable)

Mailing Address

City

State

Zip

Telephone Number

E-mail Address

PROJECT INFORMATION

Total Number of Lots/Parcels*

1

< One (1) acre sq. footage*

?

> One (1) acre sq. footage*

?

Existing Zoning Classification*

Not sure

Existing Future Land Use Classification

Description of Request*

We need to connect to city sewer/water due to our failing/old septic system.

Have you filled out and attached the Annexation Petition Agreement?*



Yes



No

If not, please click the link below to download, fill out and attach to this application:

[Voluntary Annexation Agreement / Petition for Annexation](#)

Upload Supporting Documentation*

CDnjYrIWYAA34Vt-removebg-preview.png

Upload 2

Choose File

No file selected

Upload 3

Choose File

No file selected

Upload 4

Choose File

No file selected

Upload 5

Choose File

No file selected

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant's First Name*

Rebecca

Applicant's Last Name*

Kovacik

Today's Date*

6/24/2022



DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach Florida 32604 | 904 310-3480 |

www.fbfl.us/planning

A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER

PROPERTY INFORMATION

Parcel Number 00-00-30-044B-0082-0070

Owner Name KOVACIK REBECCA R &

Mailing Address BICKFORD ANDREW P (W&H)
414 CASHEN ROAD

FERNANDINA BEACH, FL 32034

Location Address 414 CASHEN RD
FERNANDINA BEACH 32034

Tax District UNINCORPORATED MIDDLE ISLAND

Milage 16.1909

Homestead No

Property Usage SINGLE FAM 000100

Deed Acres 0

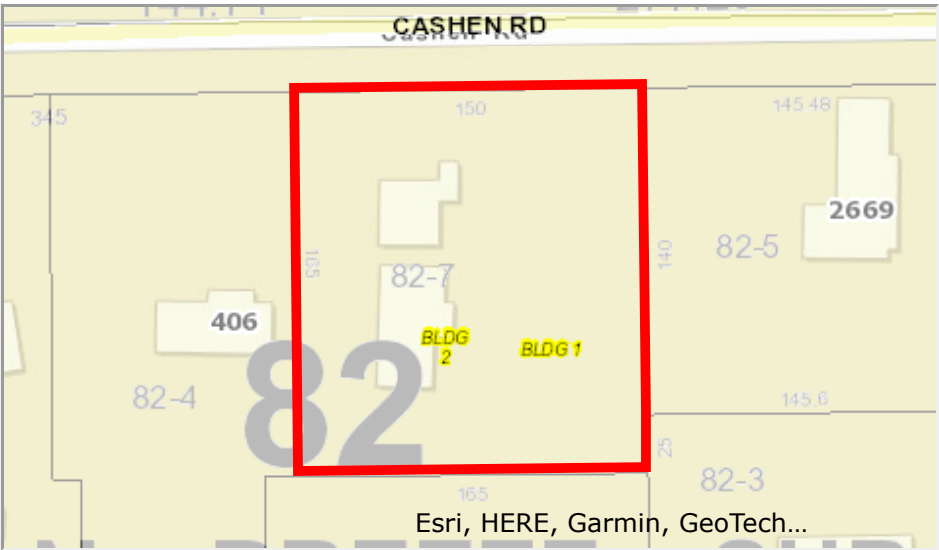
Short Legal 5-2N-28 S-7 PT OF LOT 82 IN OR 2287/1099 OCEAN BREEZE
FARMS PB 2/19

2021 Certified Values

Land Value	\$90,000
(+) Improved Value	\$88,286
(=) Market Value	\$178,286
(-) Agricultural Classification	\$0
(-) SOH or Non-Hx* Capped Savings	\$20,284
(=) Assessed Value	\$158,002
(-) Homestead	\$25,000
(-) Additional Exemptions	\$0
(=) School Taxable Value	\$133,002
(-) Non-School HX & Other Exempt Value	\$25,000
(=) County Taxable Value	\$108,002

Note - *10% Cap does not apply to School Taxable Value

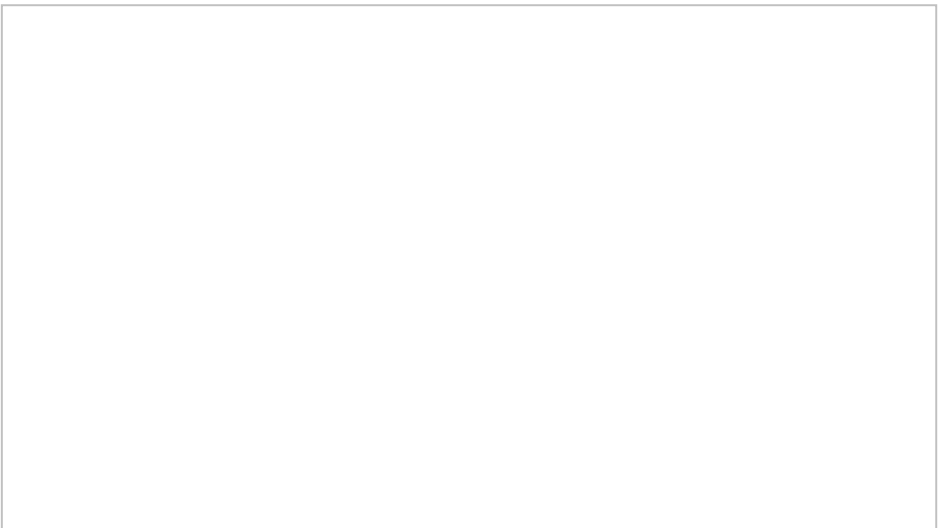
PARCEL MAP



2021 AERIAL MAP

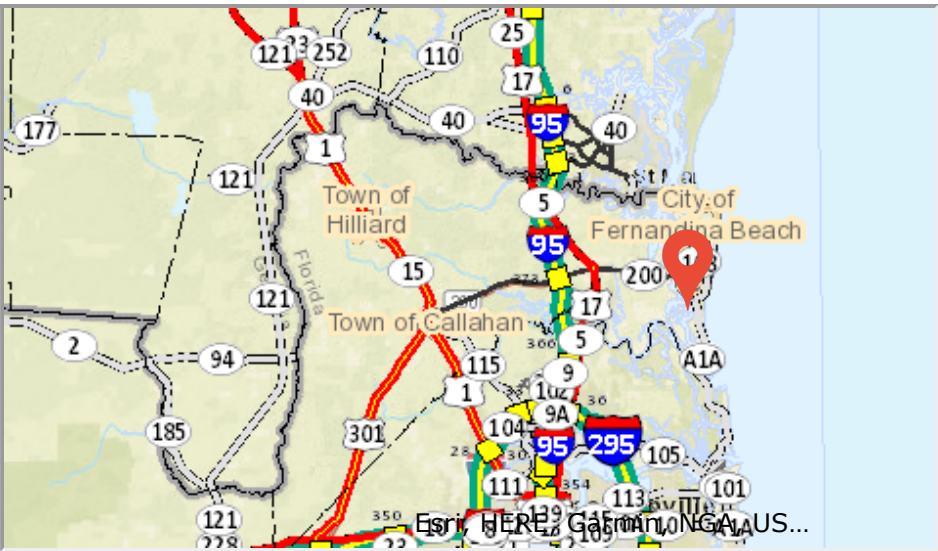


PROPERTY PHOTO



If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



Description	Dimensions L X W	Units	Year Built
GR/UT-L-TN	12 X 30	360	2000
GR/UT-L-TN	0 X 0	0	0

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2019-07-03	2287 / 1099	\$191,000	WD	Q	Y	MCCORMACK RICHARD C	KOVACIK REBECCA R & ANDREW P BICKFORD (W&H)
2014-02-28	1906 / 222	\$50,500	QC	U	Y	SINKA ANDREA	MCCORMACK RICHARD C
2013-12-03	1891 / 1890	\$50,000	WD	Q	Y	MISTISSHEN KIMBERLY & ROBYN D SCOGIN	MCCORMACK RICHARD C & ANDREA SINKA
2013-03-05	1843 / 1184	\$100	QC	U	Y	BROWN LINDA L	MISTISSHEN KIMBERLY D & ROBYN D SCOGIN
2006-05-31	1416 / 327	\$100	PR	U	Y	BROWN LINDA L P/R	BROWN LINDA L

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2022-129
Voluntary Annexation Agreement - 847 Oak Lane

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-129.

SYNOPSIS: Property owners Michael D. & Dorothy Cook completed the City of Fernandina Beach Voluntary Annexation Agreement/Petition for Annexation application pursuant to Chapter 171.44, Florida Statutes, for one parcel containing approximately 0.23 acres located at 847 Oak Lane, identified as parcel No. 00-00-30-0430-0064-0000.

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

FISCAL IMPACT: The City's water and wastewater services will charge a 25% surcharge on services based on monthly usage until such time that the property is annexed into the municipal limits. When annexed, the subject property will generate approximately \$423 of property tax revenue for the City (based upon estimated Assessed Value and the current millage rate).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-129.

Kelly Gibson, Planning Director	7/5/2022
Monica Benischeck, Administrative Services Manager	7/5/2022
Katie Newton, Legal Assistant	7/8/2022
Pauline Testagrose, Comptroller	7/9/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

Date: June 29, 2022

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2022-129

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.26 ACRES OF LAND LOCATED AT 847 OAK LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Michael D. & Dorothy Cook, completed the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.26 acres located at 847 Oak Lane, identified as Parcel No. 00-00-30-0430-0064-0000; and

WHEREAS, staff determined the request is consistent with the City's Municipal Code Sections 82-44 and 82-403, its Comprehensive Plan, and Land Development Code; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide water services to the subject property.

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

SECTION 1. The City Commission hereby authorizes the extension of water services to the property owners identified, whose property is located outside the corporate limits of the City at 847 Oak Lane and identified as Parcel No. 00-00-30-0430-0064-0000, attached hereto as Exhibit A, and approves the Voluntary Annexation Petition, attached hereto as Exhibit B.

SECTION 2. The City Commission hereby authorizes the City Clerk and City Manager to execute said petition on behalf of the City of Fernandina Beach.

SECTION 3. The City Clerk is hereby directed to record the petition in the public records of Nassau County, Florida, as required by Ordinance No. 2001-01.

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

ADOPTED this 19th day of July, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner - Mayor

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

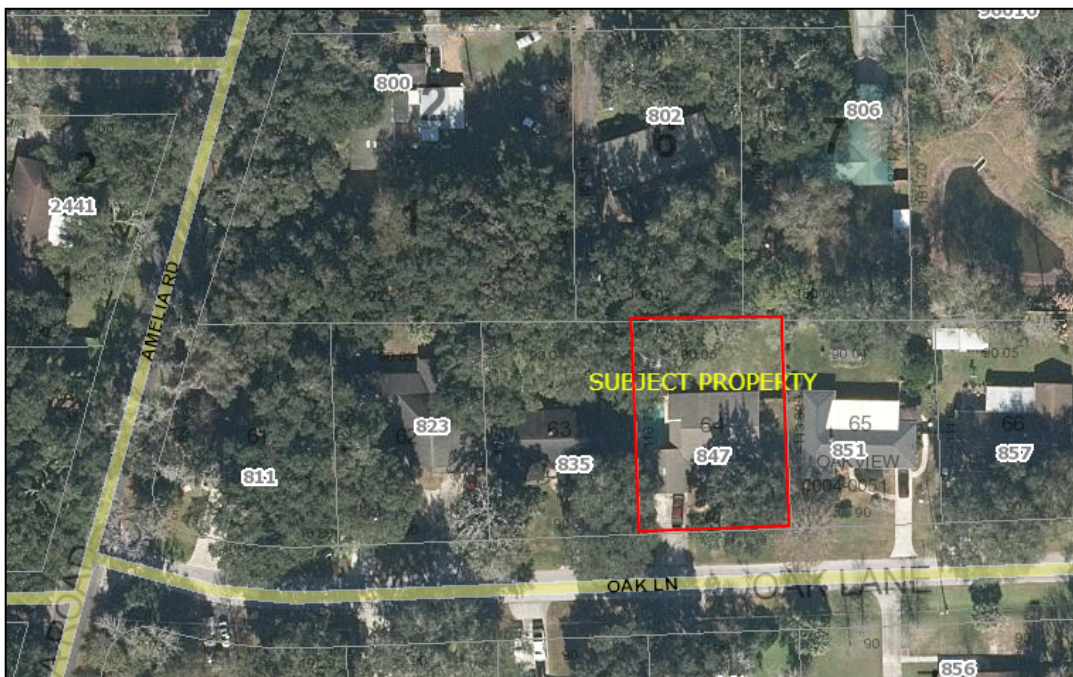
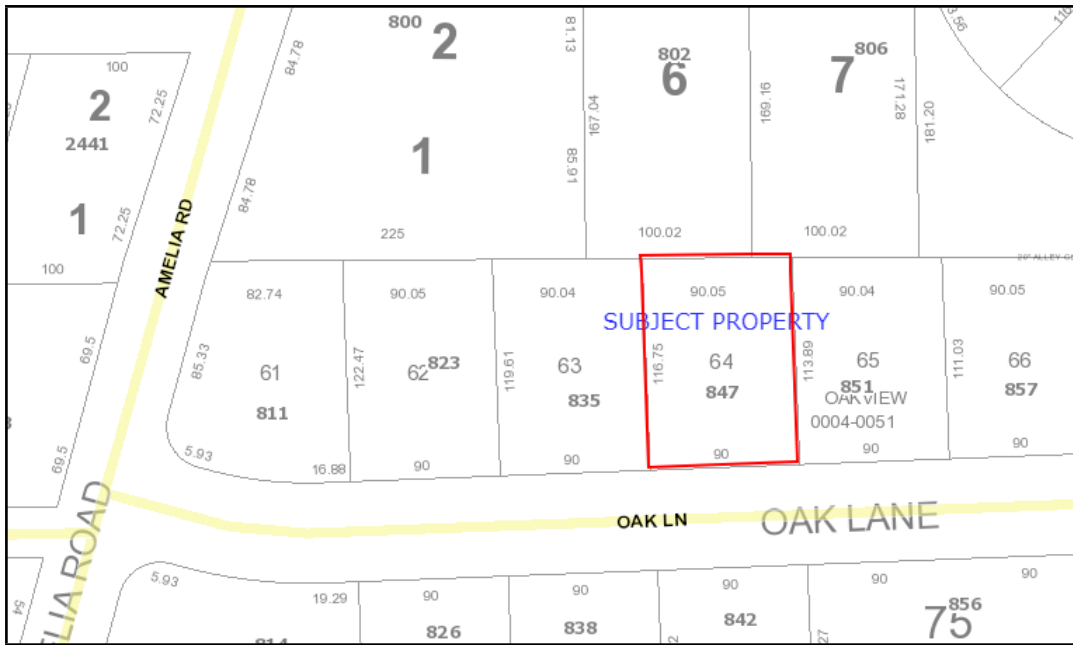


TAMMI E. BACH
City Attorney

RESOLUTION 2022-129
EXHIBIT "A"

WATER SERVICE AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF PARCEL ID
NUMBER: 00-00-30-0430-0064-0000 LOCATED AT 847 OAK LANE TOTALING APPROXIMATELY
0.26 ACRES OF LAND

847 OAK LANE



CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this Mon. day of 5/23, 2022 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and MICHAEL COOK (hereinafter collectively referred to as the "Applicants").
+ DOROTHY

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

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

PARCEL ID#: 00-00-30-0430-0064-0000

GENERALLY DESCRIBED AS: Residential

ADDRESSED AS: 847 OAK LANE Fern. Bch. FLA. 32034

See Attached Exhibit "A"

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

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

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

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

1. Effective Date: This Agreement shall become effective upon execution.

2. Execution: The parties hereto agree to execute any and all such documents as are reasonably necessary to carry out the terms and provisions of this Agreement.

3. Binding Effect: The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.

4. Water and/or Sanitary Sewer: The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

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

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

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

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

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

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

CITY OF FERNANDINA BEACH

ATTEST:

DALE L. MARTIN
City Manager

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City of Fernandina Beach, Department of Planning & Conservation · 204 Ash Street Fernandina Beach, FL 32034
P: 904.310.3480 – Email: PlanningInfo@fbfl.city – www.fbfl.us

TAMMI E. BACH

TAMMI E. BACH
City Attorney

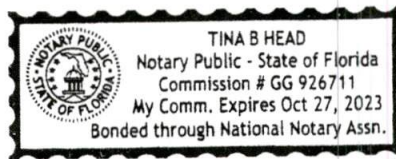
APPLICANT(S)

By: Michael D. Cook
Applicant

By: Dorothy L. Cook
Applicant

STATE OF FLORIDA
COUNTY OF NASSAU

SS }



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

this 23 day of May, 20 22,

by Michael & Dorothy Cook.

Tina B Head

Notary Public

Tina B Head

Printed Name

Oct 27, 2023

My Commission Expires

Personally Known ☒ OR Produced Identification ☐ ID Produced: ☐

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER

PROPERTY INFORMATION

Parcel Number 00-00-30-0430-0064-0000
Owner Name COOK MICHAEL D & DOROTHY
Mailing Address 847 OAK LANE

FERNANDINA BEACH, FL 32034
Location Address 847 OAK LN
FERNANDINA BEACH 32034
Tax District UNINCORPORATED MIDDLE ISLAND
Milage 16.1909
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 64 IN OR 207/398 & PT ABANDONED R/W RESOLUTION 91-
111 IN OR 644/779

2021 Certified Values

Land Value \$85,000
(+) Improved Value \$172,254
(=) Market Value \$257,254
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$131,620
(=) Assessed Value \$125,634
(-) Homestead \$25,000
(-) Additional Exemptions \$0
(=) School Taxable Value \$100,634
(-) Non-School HX & Other Exempt Value \$25,000
(=) County Taxable Value \$75,634

Note - *10% Cap does not apply to School Taxable Value

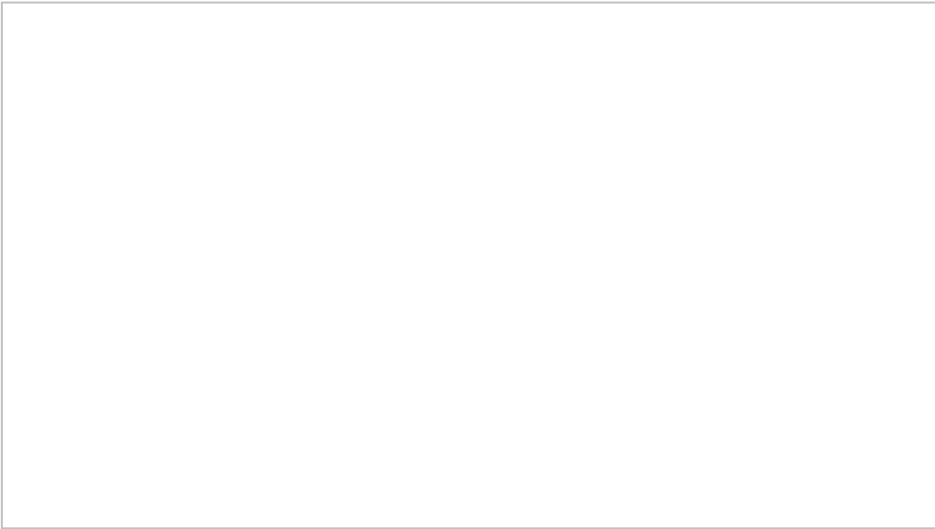
PARCEL MAP



2021 AERIAL MAP

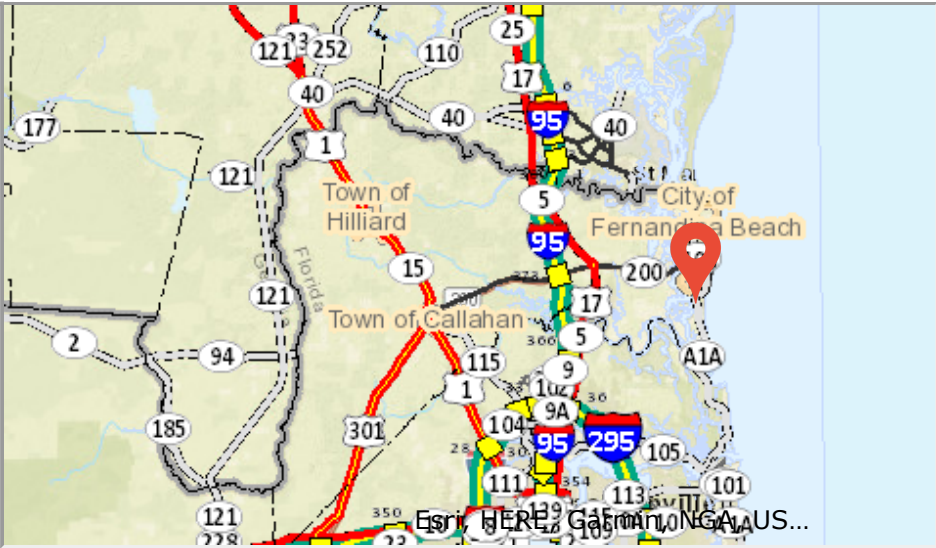


PROPERTY PHOTO



If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFORMATION

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built
SINGLE FAM	2380	1700	3	2	ABOVE AVG.		AIR DUCTED	FORCED AIR	1975



MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built
FP-1-SG-AV	0 X 0	1	1975

FP-1-SG-AV	10 X 10	100	1980
POOL GUNIT	0 X 0	423	1992
KOOL DECK	0 X 0	500	1992
CONCRETE A	40 X 4	160	1975

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
1975-01-01	207 / 398	\$40,500	WD	Q	Y		

MAP OF SURROUNDING AGREEMENTS

847 Oak Lane



Print

Water /Wastewater Annexation - Submission #9433

Date Submitted: 6/23/2022

WATER/ WASTEWATER ANNEXATION

USE THIS FORM TO: Request the City Commission's authorization to extend water and/or sanitary wastewater services to property not located within the City limits and not currently eligible for annexation.

This application must also include the Voluntary Annexation Agreement / Petition for Annexation, as required by Municipal Code prior to the extension of services outside the City's jurisdiction.

Fees

☒

\$300

IMPORTANT NOTES

Per Municipal Code Sections 82-44 and 82-403, the extension of City water and/or sanitary sewer services to property located outside the municipal limits must be authorized by the City Commission. Application for these services shall be placed on the next available City Commission agenda. The City Commission meets the 1st and 3rd Tuesday of each month at 6:00PM. Applications must be received three (3) weeks prior to the requested agenda.

This application must also include the Voluntary Annexation Agreement / Petition for Annexation, as required by Municipal Code prior to the extension of services outside the City's jurisdiction.

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser's Website's Map Search](#)

Site Address*

847 Oak Lane

Parcel ID #(s)*

00-00-30-0430-0064-0000

OWNER OF RECORD

ALL NAMES, as recorded with the Nassau County Property Appraiser

First Name*

Michael D & Dorothy

Last Name*

Cook

Company (if applicable)

Mailing Address*

847 Oak Lane

Telephone Number*

904-206-0923

E-mail Address*

mcook2579@icloud.com

OWNER'S AGENT

If an agent will be representing the owner, an Owner’s Authorization For Agent Representation form must be included

First Name

Last Name

Company (if applicable)

Mailing Address

City

State

Zip

Telephone Number

E-mail Address

PROJECT INFORMATION

Total Number of Lots/Parcels*

1

< One (1) acre sq. footage*

1

> One (1) acre sq. footage*

0

Existing Zoning Classification*

R2

Existing Future Land Use Classification

Description of Request*

Water Sewer annexation

Have you filled out and attached the Annexation Petition Agreement?*



Yes



No

If not, please click the link below to download, fill out and attach to this application:

[Voluntary Annexation Agreement / Petition for Annexation](#)

Upload Supporting Documentation*

Exhibit B.pdf

Upload 2

Choose File

No file selected

Upload 3

Choose File

No file selected

Upload 4

Choose File

No file selected

Upload 5

Choose File

No file selected

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant's First Name*

Michael D.

Applicant's Last Name*

Cook

Today's Date*

6/23/2022



DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach Florida 32604 | 904 310-3480 |

www.fbfl.us/planning

A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER

PROPERTY INFORMATION

Parcel Number 00-00-30-0430-0064-0000
Owner Name COOK MICHAEL D & DOROTHY
Mailing Address 847 OAK LANE

FERNANDINA BEACH, FL 32034
Location Address 847 OAK LN
FERNANDINA BEACH 32034
Tax District UNINCORPORATED MIDDLE ISLAND
Milage 16.1909
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 64 IN OR 207/398 & PT ABANDONED R/W RESOLUTION 91-
111 IN OR 644/779

2021 Certified Values

Land Value \$85,000
(+) Improved Value \$172,254
(=) Market Value \$257,254
(-) Agricultural Classification \$0
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(=) Assessed Value \$125,634
(-) Homestead \$25,000
(-) Additional Exemptions \$0
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(=) County Taxable Value \$75,634

Note - *10% Cap does not apply to School Taxable Value

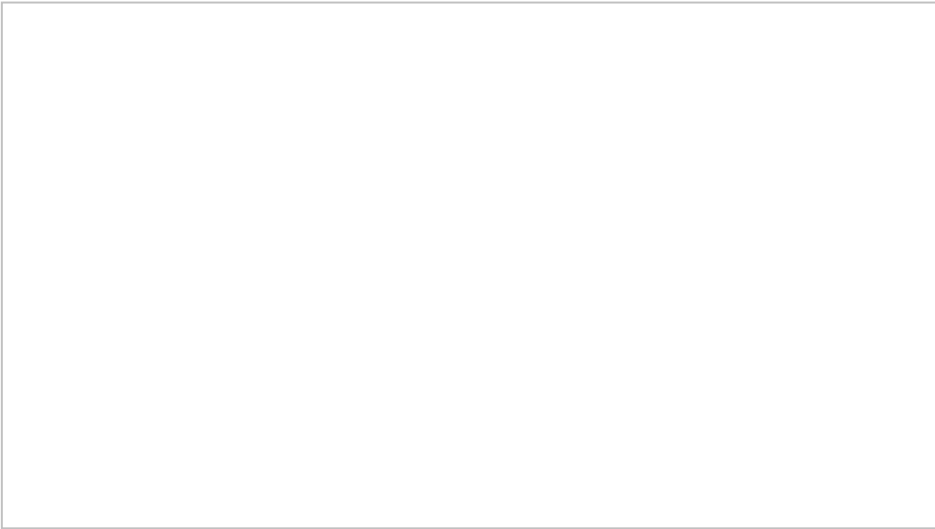
PARCEL MAP



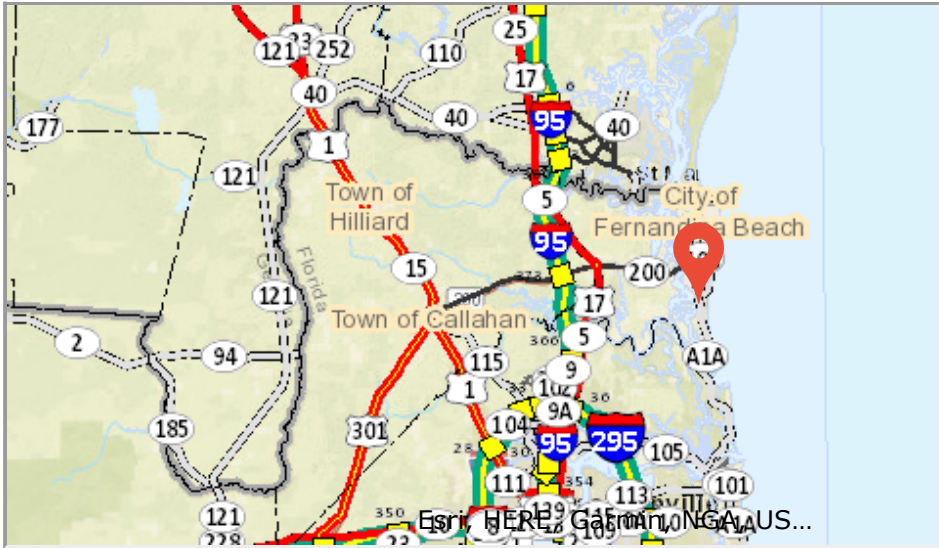
2021 AERIAL MAP



PROPERTY PHOTO



LOCATION MAP



BUILDING INFORMATION

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built
SINGLE FAM	2380	1700	3	2	ABOVE AVG.		AIR DUCTED	FORCED AIR	1975



MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built
FP-1-SG-AV	0 X 0	1	1975

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POOL GUNIT	0 X 0	423	1992
KOOL DECK	0 X 0	500	1992
CONCRETE A	40 X 4	160	1975

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
1975-01-01	207 / 398	\$40,500	WD	Q	Y		

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2022-130
Agreement Approval-Variance

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-130.

SYNOPSIS: James and Caroline Kirchmeyer own property at 120 N. 6th Street. On February 16, 2022, the Kirchmeyers appeared before the Board of Adjustment to request a variance on the height and footprint of an accessory structure. The variance was denied, and the Kirchmeyers subsequently appealed to the Special Magistrate for the City as required by Section 70.51, Florida Statutes.

At the hearing held on May 25, 2022, City staff and the property owners reached a tentative agreement to allow the property owner to demolish the current accessory structure and replace it with one that has a larger footprint, but to limit the height to the current structure's elevation, dependent on approval by the City Commission.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-130.

Kelly Gibson, Planning Director	7/5/2022
Monica Benischeck, Administrative Services Manager	7/5/2022
Dale Martin, City Manager	7/8/2022
Tammi E. Bach, City Attorney	7/8/2022



Date: June 27, 2022

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2022-130

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AGREEMENT OF SETTLEMENT WITH JAMES KIRCHMEYER AND CAROLINE KIRCHMEYER FOR A VARIANCE APPEAL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, James and Caroline Kirchmeyer own property at 120 N. 6th Street; and

WHEREAS, on February 16, 2022, the Kirchmeyers appeared before the Board of Adjustment to request a variance on the height and footprint of an accessory structure; and

WHEREAS, the variance was denied, and subsequently appealed to the Special Magistrate for the City as required by Section 70.51, Florida Statutes; and

WHEREAS, at the hearing held on May 25, 2022, City staff and the property owners reached a tentative agreement to allow the property owner to demolish the current building and replace it with one that has a larger footprint, but to limit the height to the current structure's elevation, dependent on approval by the City Commission.

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 Settlement Agreement, attached hereto as Exhibit "A", and authorizes the City Manager and City Clerk to execute all documents pertaining to such settlement upon review and approval by the City Attorney.

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

ADOPTED this 19th day of July, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



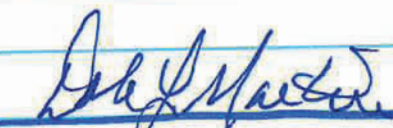
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

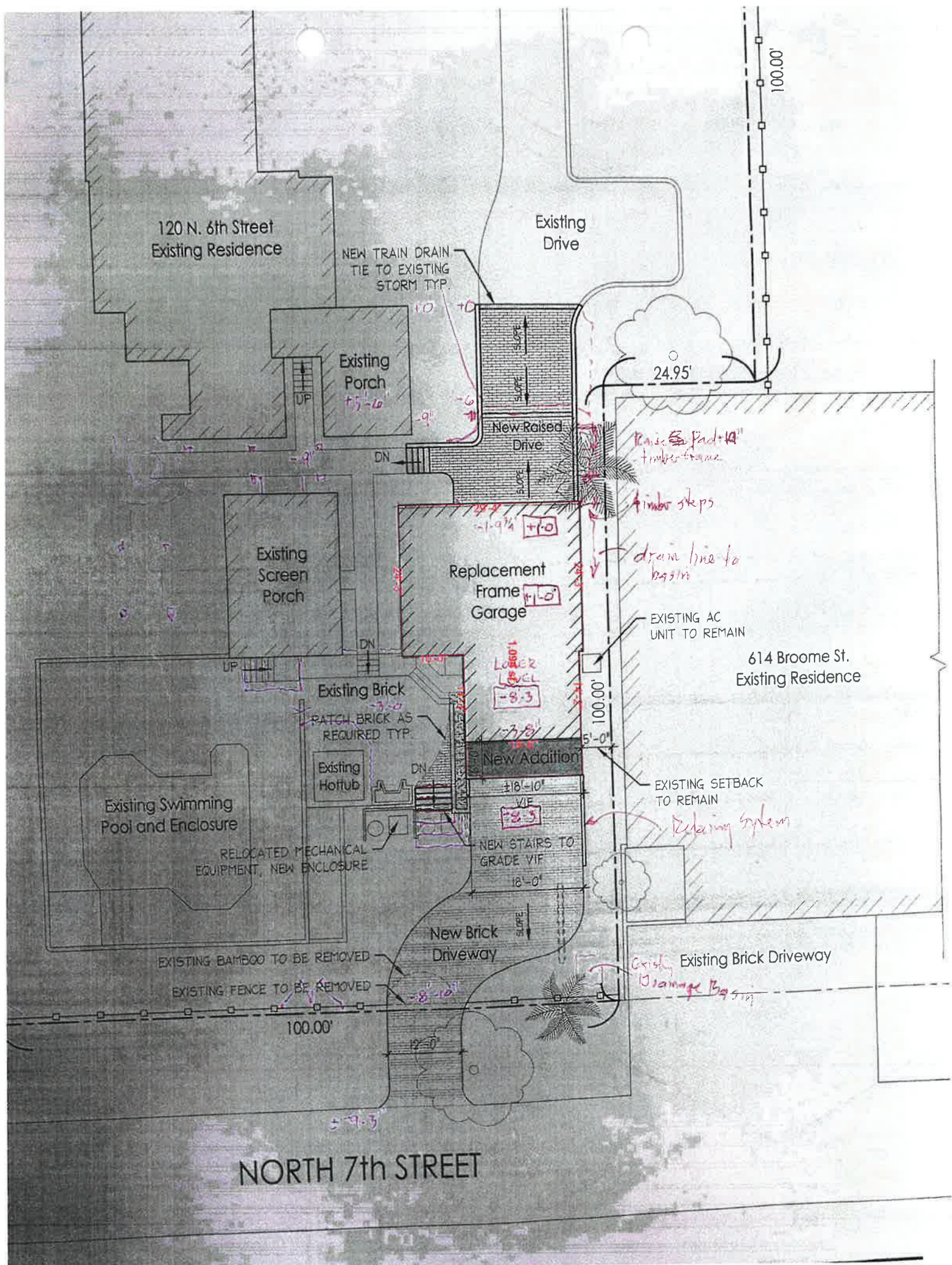
Parties agree that existing accessory structure may be completely demolished and a new structure constructed with the following conditions:

- 1) The footprint of the new structure shall be the substantially same as shown on the attached site plan, but not larger than 1,094 sq ft
- 2) The roofs of the new structure shall not exceed the heights of the existing roofs.
- 3) Owner will provide as built heights of existing structure.

 5.25.22
James Kirchmeyer
Owner

 05/25/22
Dale Martin
City Manager

 5/25/22
Harrison Pade
Special Magistrate





BAMMEL ARCHITECTS
A PROFESSIONAL CORPORATION

6459 WEST QUAKER STREET
ORCHARD PARK, NY 14127
phone (716) 662-2482
fax (716) 662-2487

CONSULTANTS:

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SEAL:

RENOVATIONS FOR :

KIRCHMEYER GARAGE

120 North 6th Street,
Fernandina Beach, FL 32034

ISSUE

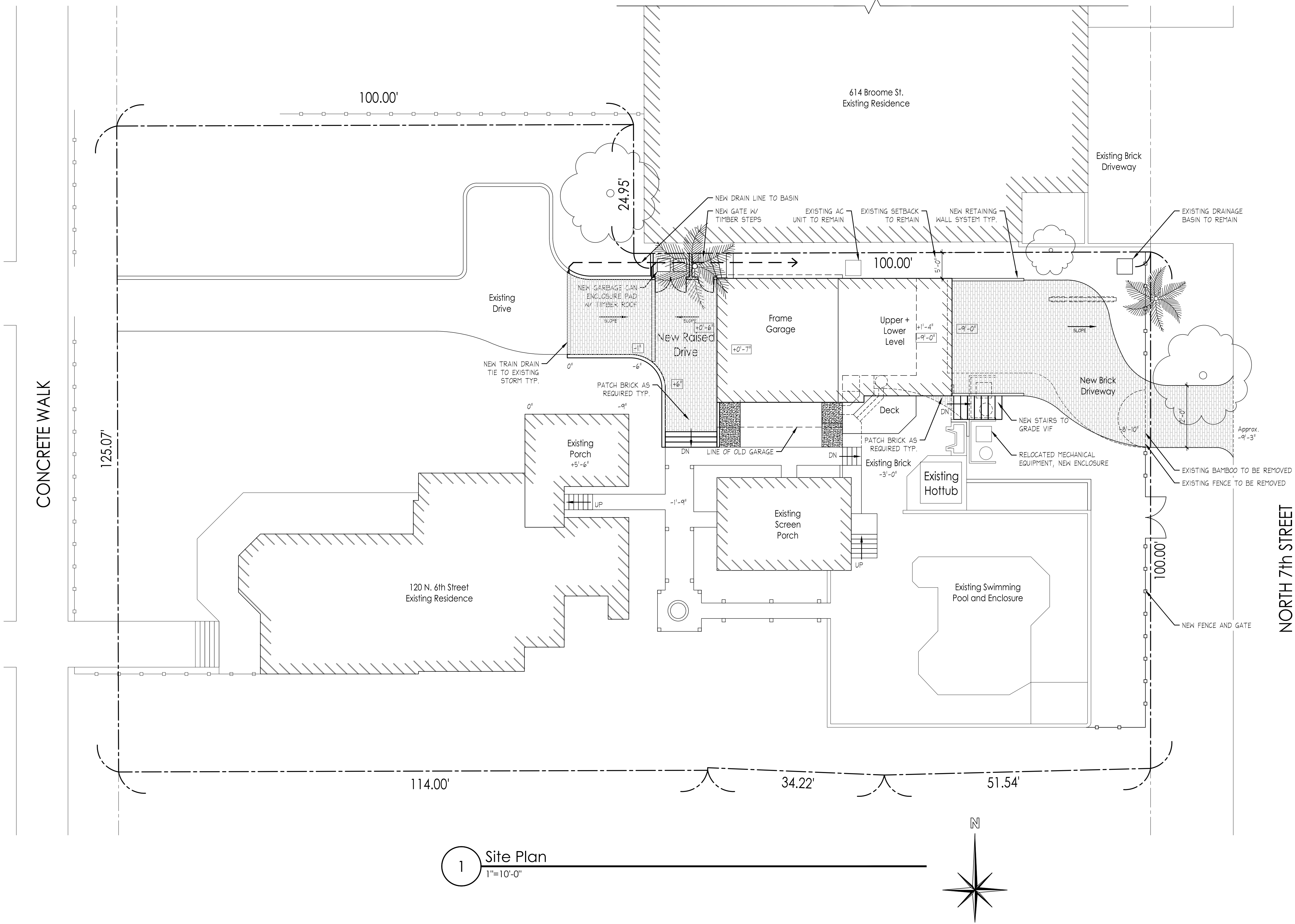
ISSUE DATE:	06/09/2022
FILE NAME:	site plan 06-08-22
PROJECT NUMBER:	19.56
SCALE:	AS NOTED
DRAWN BY:	AG
CHECKED BY:	ALL

SHEET TITLE:

SITE PLAN

DRAWING NO:

C-100



1 Site Plan
1"=10'-0"

WALL TYPE	SPAN	HEADER SIZE (2x4 WALL)	HEADER SIZE (2x6 WALL)
EXTERIOR	0'-0" - 3'-0"	(2) 2x6's	(3) 2x6's
EXTERIOR	3'-0" - 6'-0"	(2) 2x10's	(3) 2x10's
EXTERIOR	6'-0" - 8'-0"	(2) 2x12's	(3) 2x12's
INT. NON-BEARING	UP TO 6'-0"	(2) 2x6's	(3) 2x6's

1. FOLLOW TYPICAL HEADER SCHEDULE, UNLESS OTHERWISE INDICATED ON PLANS.

2. INSTALL 1/2" PLYWOOD SPACERS, GLUE & NAIL ALL HEADERS.

3. LARGER HEADERS THAN INDICATED MAY BE USED.

4. VERIFY HEADER SIZE w/ TRANSOM WINDOW HT.

SYMBOL KEY:

NEW WALL CONSTRUCTION

EXISTING WALL CONSTRUCTION

WALL TO BE REMOVED

SD

SMOKE DETECTOR

CO

CARBON MONOXIDE DETECTOR

EF

EXHAUST FAN/LIGHT COMBO

3

A-300

BUILDING OR WALL SECTION, INDICATES:
SYMBOL, DIRECTION OF VIEW & SHEET NO.
WHERE LOCATED

BEAM, HEADER OR LINTEL

FLOOR/CEILING JOISTS OR RAFTER
DIRECTION

ELECT.

ELECTRICAL PANEL

NOTE: ALL DIMENSIONS ON PLANS ARE
ROUGH TO ROUGH UNLESS OTHERWISE
INDICATED AS FINISH DIMENSIONS

GENERAL NOTES:

ALL WORK SHALL BE IN ACCORDANCE WITH FEDERAL, STATE & LOCAL CODES. WHENEVER TWO OR MORE CODES DIFFER, THE STRICTEST SHALL GOVERN. THE CONTRACTOR SHALL SECURE & PAY FOR ALL PERMITS, INSPECTION CERTIFICATES & FEES REQUIRED BY GOVERNING JURISDICTION & AGENCIES TO COMPLETE WORK. THE DRAWINGS & NOTES SHALL BE CONSIDERED AS FIXING THE GENERAL CHARACTER & EXTENT OF THE WORK. THEY DO NOT UNDERTAKE TO ILLUSTRATE OR TO SET FORTH EVERY DETAILED ITEM NECESSARY FOR THE WORK. ITEMS NOT DETAILED SHALL BE CONSTRUCTED IN THE CUSTOMARY MANNER FOR THE CLASS OF WORK REQUIRED, FOLLOWING MANUFACTURER'S & TRADE ASSOCIATION GUIDELINES.

ALL WOOD FRAMING SHALL COMPLY WITH THE RESIDENTIAL CODE OF NEW YORK STATE, CHAPTER 5 - FLOORS, CHAPTER 6 - WALL CONSTRUCTION, CHAPTER 8 - ROOF / CEILING CONSTRUCTION.

ALL WINDOWS SHOWN ON PLANS ARE NEW CLAD REPLACEMENT WINDOWS, SIZES AND STYLES TO MATCH EXISTING, UNLESS OTHERWISE NOTED. WINDOWS ARE CODED TO PELLA.

1

FOUNDATION PLAN

1/4"=1'-0"

z:\project_files\2019\156_kirchmeyer_florida_garage\plans 06-08-22.dwg
6/9/2022 5:00 PM

ba

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SEAL:

RENOVATIONS FOR :

KIRCHMEYER

GARAGE

120 North 6th Street,
Fernandina Beach, FL 32034

ISSUE:		
ISSUE DATE:	06/09/2022	
FILE NAME:	plans 06-08-22	
PROJECT NUMBER:	19.56	
SCALE:	AS NOTED	
DRAWN BY:	AG	
CHECKED BY:	ALL	

SHEET TITLE:
FOUNDATION PLAN

DRAWING NO:

A-100

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SEAL:

120 North 6th Street,
Fernandina Beach, FL 32034

ISSUE

ISSUE DATE:	06/09/2022
FILE NAME:	plans 06-08-22
PROJECT NUMBER:	19.56
SCALE:	AS NOTED
DRAWN BY:	AG
CHECKED BY:	ALL

SHEET TITLE:

FIRST FLOOR AND
ROOF PLANS

DRAWING NO:

A-101





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A PROFESSIONAL CORPORATION

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SEAL:

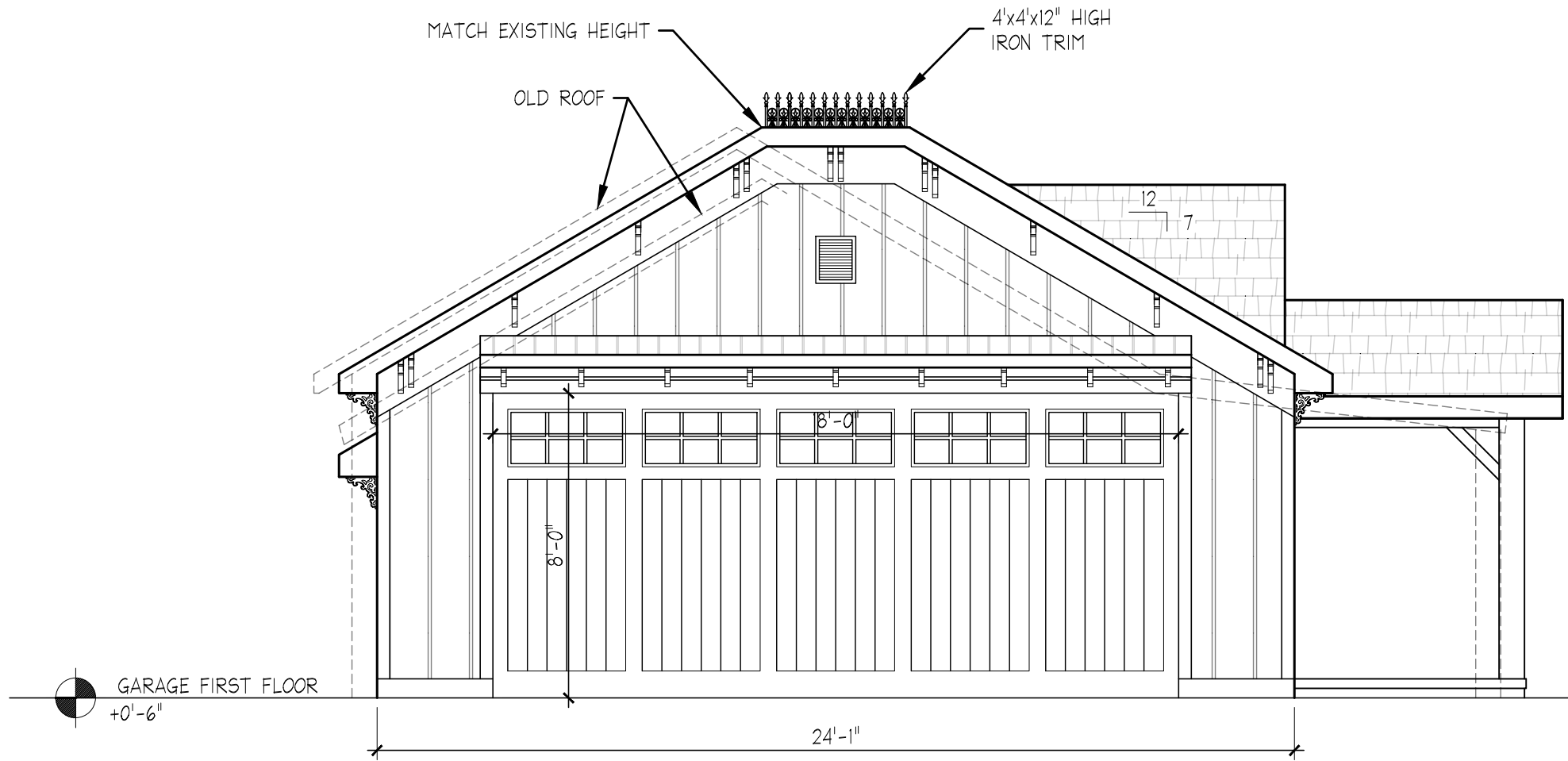
RENOVATIONS FOR :
**KIRCHMEYER
GARAGE**

120 North 6th Street,
Fernandina Beach, FL 32034

ISSUE		
ISSUE DATE:	06/09/2022	
FILE NAME:	plans 06-08-22	
PROJECT NUMBER:	19.56	
SCALE:	AS NOTED	
DRAWN BY:	AG	
CHECKED BY:	ALL	

SHEET TITLE:
ELEVATIONS

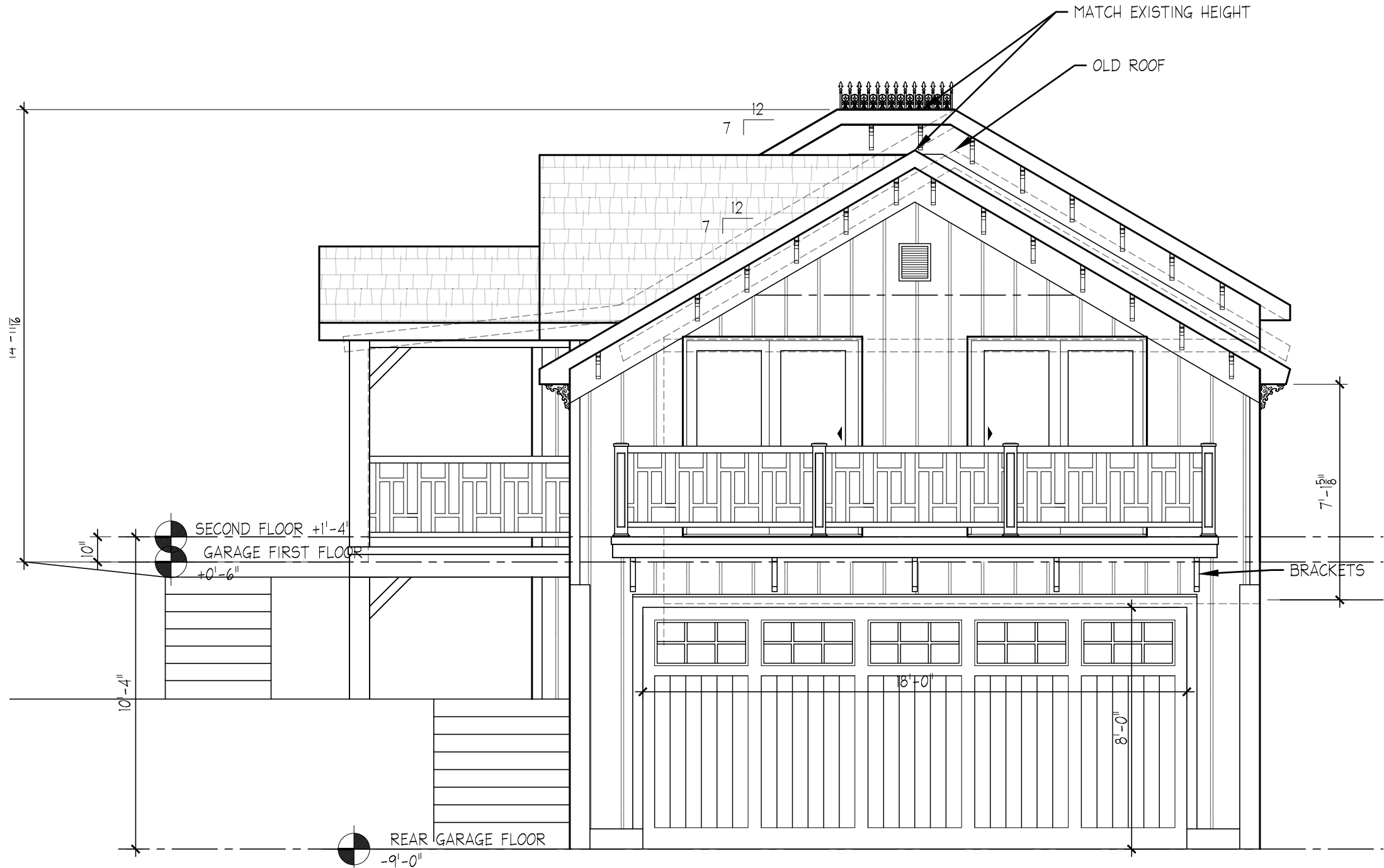
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A-200



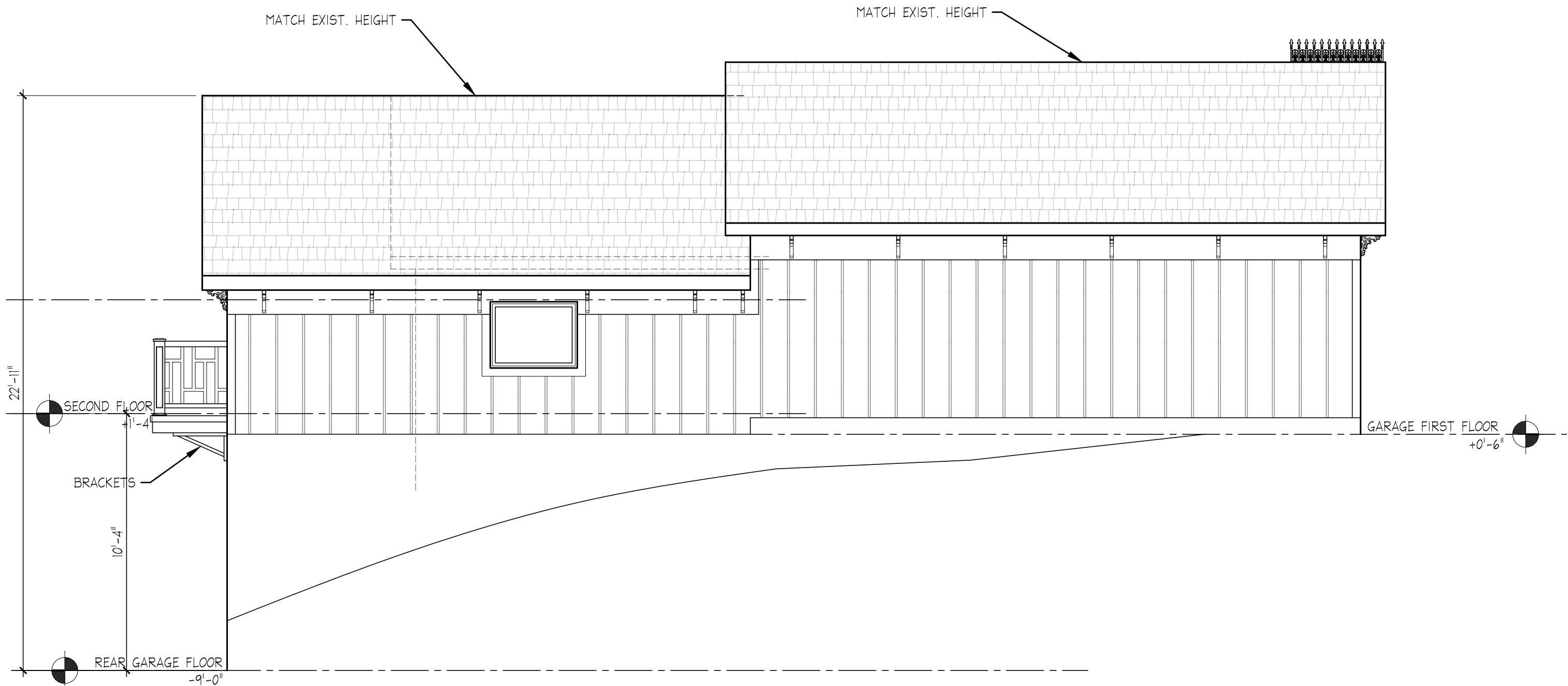
1 FRONT (STREET) ELEVATION
1/4"=1'-0"



2 SIDE ELEVATION
1/4"=1'-0"



3 REAR (STREET) ELEVATION
1/4"=1'-0"



4 SIDE ELEVATION
1/4"=1'-0"



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Any unauthorized alteration of or addition to this drawing/document is a violation of section 7307 of the New York State education law, article 147-architecture.

SEAL:

RENOVATIONS FOR :
**KIRCHMEYER
GARAGE**

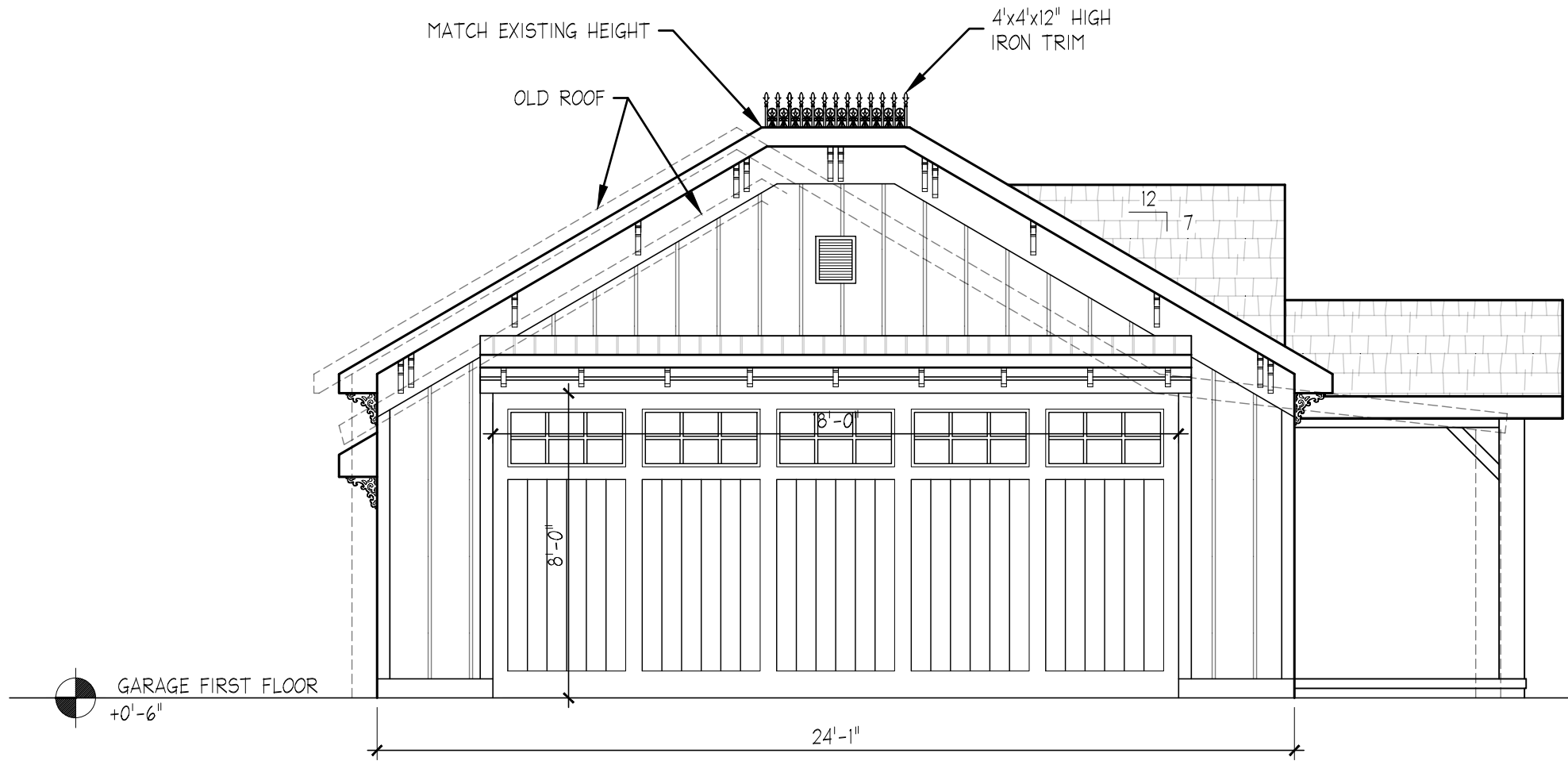
120 North 6th Street,
Fernandina Beach, FL 32034

ISSUE		
ISSUE DATE:	06/09/2022	
FILE NAME:	plans 06-08-22	
PROJECT NUMBER:	19.56	
SCALE:	AS NOTED	
DRAWN BY:	AG	
CHECKED BY:	ALL	

SHEET TITLE:
ELEVATIONS

DRAWING NO:

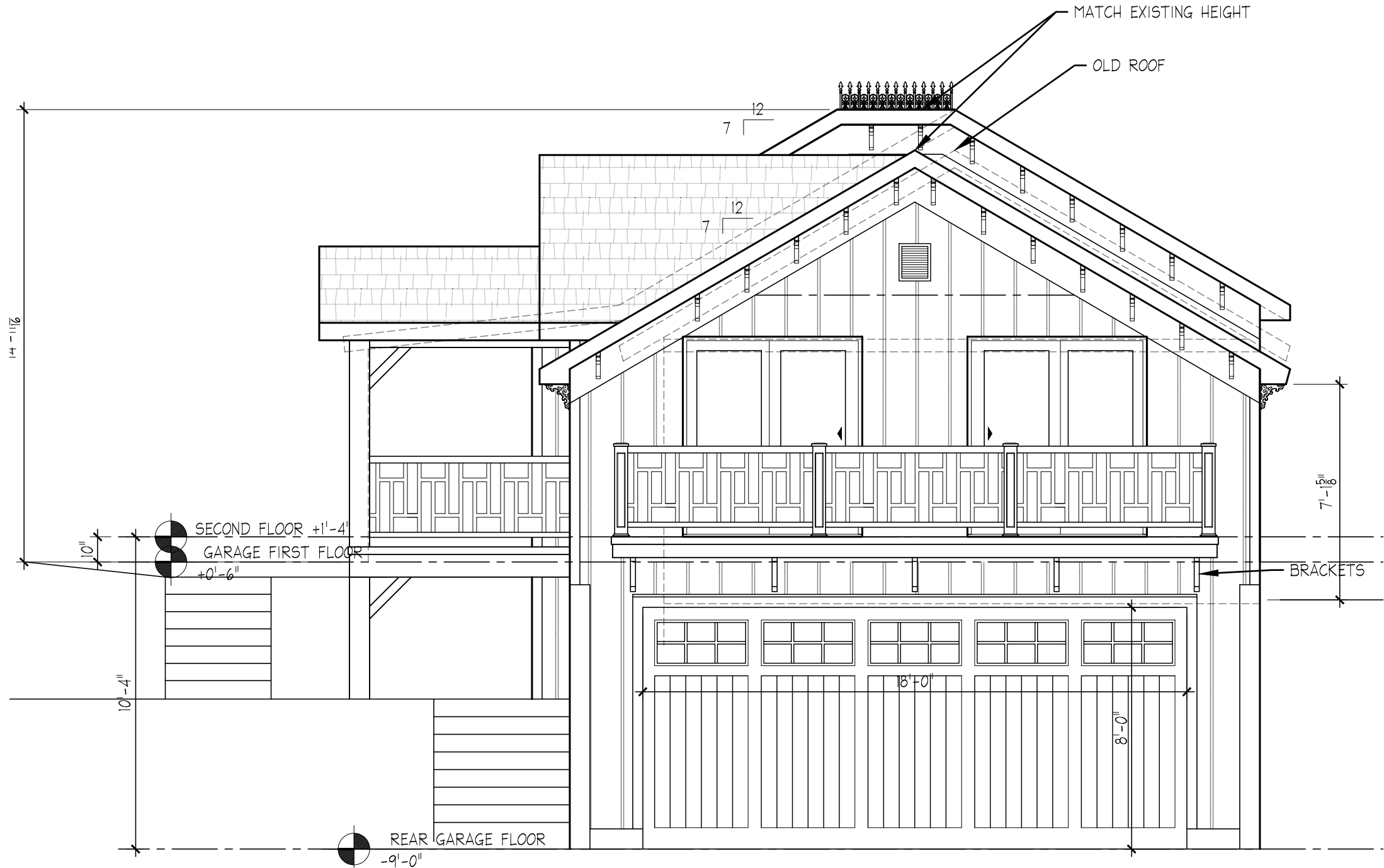
A-200



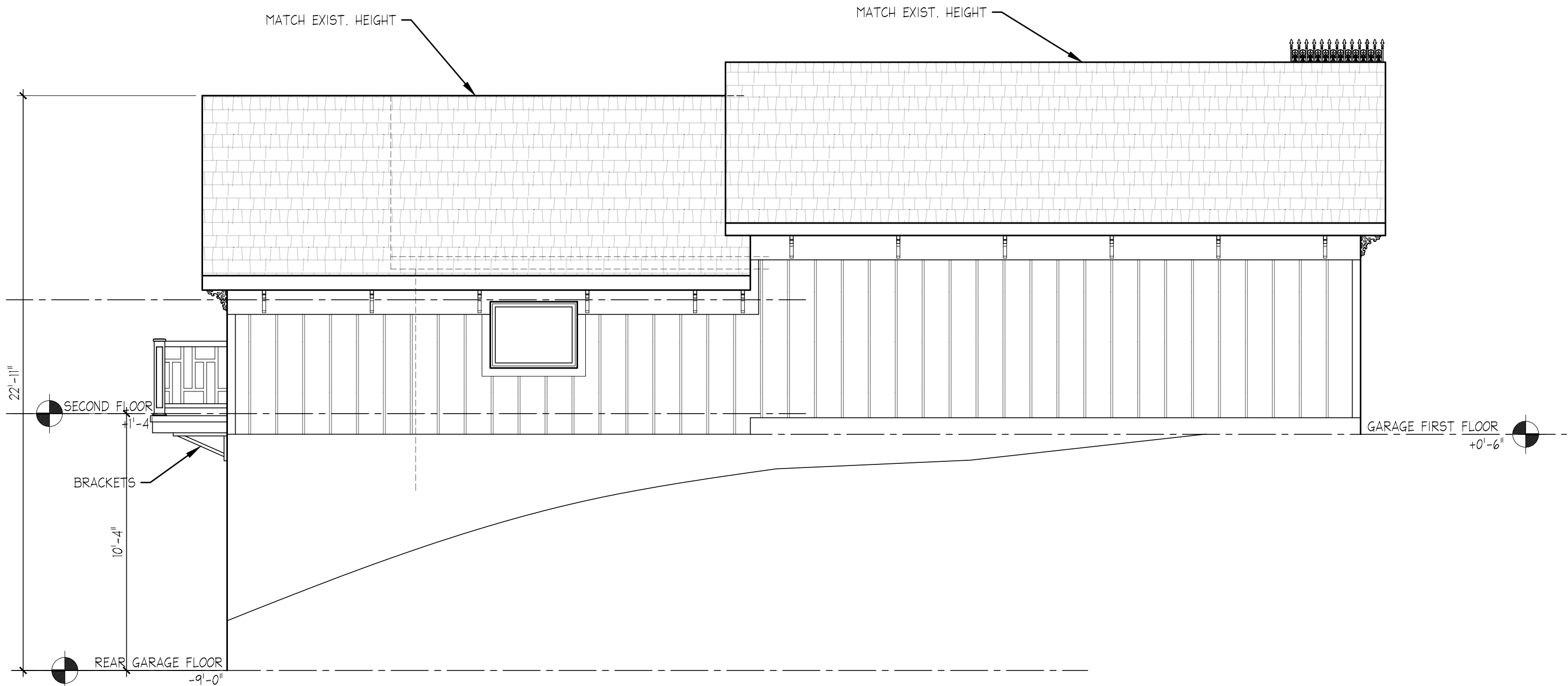
1 FRONT (STREET) ELEVATION
1/4"=1'-0"



2 SIDE ELEVATION
1/4"=1'-0"



3 REAR (STREET) ELEVATION
1/4"=1'-0"



4 SIDE ELEVATION
1/4"=1'-0"

Print

Board of Adjustment (BOA) - Submission #8109

Date Submitted: 9/27/2021

BOARD OF ADJUSTMENT (BOA)

USE THIS FORM TO Apply for a variance to obtain relief from the design standards of this Land Development Code (LDC) where otherwise hardship would occur. A person who is adversely affected by any administrative decision may appeal such decision to the BOA.

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.



Residential Properties \$1,000



Non-Residential properties \$2,500



Administrative Appeals \$500

2021 Submission Deadline + Meeting Calendar



IMPORTANT NOTES

Application Requirements



A complete application filed at least forty-five (45) days before the date of the Board of Adjustment's public hearing;



A current signed, sealed, scaled survey of the property (no older than two years from date of application);



Proof of ownership (copy of deed or tax statement)



If applying as an agent, Owner's Authorization for Agent Representation form must be signed/ notarized and submitted as part of the application;



A detailed letter stating the reasons for the request;



Materials as needed to illustrate the nature of the request, including but not limited to, site plans, architectural drawings, photographs, etc. (Site plans must be dimensioned and to scale).

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you'll need to meet with the applicable planner prior to submitting your application. Completed Board applications are due forty-five (45) days prior to the meeting date. Cases in the historic districts or Community Redevelopment Area are heard by the Historic District Council, please use the HDC Variance Application. Cases in all other areas of the City are heard by the Board of Adjustment.

Please see the Land Development Code (LDC) for detailed information:



Procedures for Variances – see LDC Section 10.02.04.



Expiration of Variance Approval – see LDC Section 10.02.04(C).



Appeals on a Variance – see LDC Section 10.02.04(D).



Appeals of Administrative Action – see LDC 11.07.00

The LDC is available for review at

www.fbfl.us/LDC

Appeals

Any person aggrieved by any decision of the BOA regarding a variance may present to a court of record a petition, duly verified, setting forth that the decision is illegal, in whole or in part, specifying the grounds of the illegality. The petition shall be presented to the court within thirty (30) days after the filing of the decision at the office of the Board; otherwise, the decision of the Board shall be final.

Limitations on the Grant of a Variance

- ☒ 1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.
- ☒ 2. A variance shall not be granted which authorizes any use or standard that is prohibited by the City's Comprehensive Plan.
- ☒ 3. No nonconforming use of adjacent lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts, shall be considered g
- ☒ 4. A variance shall not change the requirements for concurrency.
- ☒ 5. A variance shall not be granted to permit the use of a single media peonia for the construction of a dwelling unit.
- ☒ 6. A variance shall not be granted if the evidence submitted by an applicant is solely a demonstration of financial hardship or economic considerations.
- ☒ 7. A variance shall not be granted for procedure or process components of this Land Development Code.
- ☒ 8. A variance shall not be granted to deviate from LDC section 4.02.02 to combine two (2) or more lots which would result in a lot width greater than 100 feet for lots or parcels that abut Ocean Ave
- ☒ 9. A variance will not be granted which authorizes the filling of wetlands prohibited by Land Development Code Section 3.03.03(A)
- ☒ 10. No variance shall be granted to exceed the maximum building height of 35 feet for a building on any lot within 800 feet of the mean highwater line of the Atlantic Ocean under LDC Section 4.02.03(D)
- ☒ 11. A variance shall not be granted for any residential or residential mixed-use structure to exceed the maximum building height requirements contained in Table 4.02.03(E).
- ☒ 12. A variance shall not be granted to exceed the minimum side yard setbacks listed in Table 4.02.03(E) for any building within 800 feet of the mean high-water mark of the Atlantic Ocean.

REVIEW TYPE*

- ☒ Variance
- ☒ Appeal of Administrative Decision

Have you met with a planner for a pre-application meeting?*

No

What was the date of your pre-application meeting?*

mm/dd/yyyy

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesday is reserved for pre-application appointments.*

9/28/2021

11:00 AM

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser's Website's Map Search](#)

Site Address*

120 N 6th St

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-31-1800-0035-0030

Zoning District*

R-2

Future Land Use Designation*

Medium Density Residential

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

James

Last Name*

Kirchmeyer

Company (if applicable)

Mailing Address*

120 N 6th St

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

716-583-5353

E-mail Address*

jakirch@real-info.com

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included

First Name

Last Name

Company (if applicable)

Mailing Address

City

State

Zip

Telephone Number

E-mail Address

PROJECT INFORMATION

Variance Requested from LDC Section(s)*

maximum footprint size for a rebuild of ancillary structure

Summary of Request (more detailed information to be provided in required letter of intent)*

Garage replacement and upgrade James and Caroline Kirchmeyer 120 N 6th St Fernandina Beach FL 32034 The Prescott House was built in 1876 by Josiah Henry Prescott, a Lieutenant of the Union army. It is located within the Historical District. The house is of Victorian design and includes very intricate detailed trim work. The lot itself includes 125' of frontage on N 6th St and runs 200' back until it hits N 7th St. The lot on N 7th includes 100' of frontage. As you are aware, the elevation drops substantially from 6th down to 7th. This causes a drainage issue for the existing garage. The existing garage has the appearance of one built in the 1950's and does not match the look and feel of the property. It is poorly constructed with 2 foot on center 2x4 walls. It has had extensive water damage due to poor drainage and current elevation changes. Building has many sections of rotting wood. Realizing the if a build is taken down that is existing non-conforming, current building codes allow for reconstruction of only 625 square feet for a footprint of the new structure. We come before you to request permission to not downsize the existing footprint in the rebuild. The new structure if approved would include slightly better grading of the driveway (only in front of the garage), a in-law unit on a second level, and a lower rear garage. The new garage would include all of the style and detail of the existing historic house and be a substantial upgrade to the current structure. A new fence along 7th street would be included, along with a crushed shell driveway to the street. No trees would require to be removed. Based on the sale of Clinch Kavanaugh's rear section of his property, and the completion of construction of an entire house, the construction of a garage in keeping with the style of architecture of the historic house would better the look and feel of the property. Thank you in advance for your consideration.

REQUIRED FINDINGS FOR A GRANT OF A VARIANCE

In order for an application for a variance to be approved or approved with conditions, the BOA must make a positive finding with regard to each of the provisions below. The applicant has the burden of proof of demonstrating that the application for a variance complies with each of the requirements. Please explain in detail how your case meets the following requirements:

1. Special Conditions: Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.*

Owner Comment: Special conditions do exist at the subject property. The property is one of the largest lots (more than 4 typical lots) in the city that includes one single family home. The section on 6th St is 125â€™ of frontage by 100â€™ deep. The rear section, that contains the current garage (and the proposed future garage) is on 7th street and is 100â€™ by 100â€™. We are not looking to reduce development costs, quite the contrary, our desire is to improve on the current structure by creating a functional and beautiful structure that is better suited to this historic area.

2. Special Privilege: Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.*

Owner Comment: No special privilege is granted to the owner, as there are many properties within this district with a garage with a small living space above the garage. As a side note, an owner within the very same a block between 6th, 7th, Alachua and Broome recently received permission to split their lot into two 100â€™ x 100â€™ lots, sell off the rear portion and have a very large single family new construction recently completed.

3. Literal Interpretation: Literal interpretation of the provisions of the Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.*

Owner Comment: This application meets all items under section LDC 5.01.03 except for LDC 5.01.03 J; A detached accessory building shall not exceed twenty-five (25) feet in height or exceed a maximum building footprint of 625ft². The current structure is an existing non-conforming structure that already exceeds the 625 square foot footprint allowable. Adding the additional 6â€™ to the rear of the structure will only slightly alter the current footprint. See comments below regarding LDC 10.01.02: 10.01.02 Expansion or Modification of Nonconforming Uses or Structures A. Nonconforming structures shall not be expanded except in compliance with this section. B. An expansion in square footage shall be permitted where such expansion meets all requirements of this LDC. C. Nonconforming Historic Structures. Repairs, alterations and additions necessary for the preservation, restoration, rehabilitation or continued use of a nonconforming historic structure may be permissible when authorized by the HDC in the form of a Certificate of Appropriateness, provided: 1. The structure lies within the Historic District Overlay; 2. Any unsafe conditions are corrected; 3. The use(s) therein shall be in conformance with all applicable provisions of this chapter. D. An expansion of a nonconforming structure is permissible that is otherwise required by law or ordered by the City Manager to secure the safety of the building. E. A non-conforming structure which was lawfully erected on a lot of record may be reconstructed if it is substantially damaged or destroyed, provided that: 1. The reconstruction does not result in an increase in the nonconformity of the lot area, yards, setbacks or density; Owner Comment: Our plan does not affect this provision. It does not result in an increase in the nonconformity of the lot area, yards, setback or density. 2. The number of dwelling units in such reconstructed structure does not exceed the number of units in existence at the time of damage or destruction; Owner Comment: our plan does not change the current number of units in existence. 3. The repair or reconstruction is substantially completed within twenty-four months of the date of such damage. F. An expansion may be permitted where such expansion is solely to extend an existing use throughout the building in which the use occurs on the date of enactment of this LDC. Such expansion shall not be extended to occupy any land outside the building, including parking and other impervious surfaces. Owner Comment: This expansion is to extend the existing use of garage space. Our desire is to improve existing look of property along 7th St by replacing a rotting fence. No trees will be removed in this plan. A crushed shell apron will lead through a gate along 7th St and a short section of brick pavers with look and feel of existing driveway on 6th street will start inside the fence to rear garage. Neighbors to the north of us on Broome and 7th have a similar rear garage section of the property exiting on 7th.

4. Minimum Variance: The variance requested is the minimum variance needed that will make possible the reasonable use of the land, structure, or building.*

Owner Comment: The variance requested is minimum in is nature and in fact, improves upon the existing structure for it use, purpose and functionality while better representing the style and historical look and feel of the property.

5. General Harmony: Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan.*

Owner Comment: We believe our plan actually improves on the harmony of the LDC. It allows us to improve the property without splitting the lots, creating new and separate lots, further degrading the value of the existing property and potentially lowering the value of neighboring properties. By keeping the property as one collective property, we believe it increases neighborhood value and the integrity of the area.

6. Public Interest: Granting the variance is compatible with surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment.*

owner comment: Correct, Granting the variance is compatible with surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment.

Upload Supplemental Materials

120 N6th survey.pdf

Upload 2

120 N6 Elevations.pdf

Upload 3

120 N6 arch Plans.pdf

Upload 4

120 N6 garage grade lines.jpg

Upload 5

120 N6 garage above pic.jpeg

Upload 6

proof of ownership 120n6 1.pdf

Upload 7

No file selected

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant's First Name*

James

Applicant's Last Name*

Kirchmeyer

Today's Date*

9/27/2021



DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning

Please make sure to disable pop-up blocker in order to submit.



BOARD OF ADJUSTMENT STAFF REPORT
BOA 2021-09
FEBRUARY 16, 2022

Owner/Applicant:	James Kirchmeyer/Jon Lasserre
Property Address:	120 North 6 th Street
Parcel Number:	00-00-31-1800-0035-0030
Requested action:	VARIANCE from LDC Section 5.01.03 (J) to exceed maximum building footprint and height of an accessory structure.
Current zoning:	R-2 (portion of lot extends into Historic District Overlay)
FLUM land use category:	Medium Density Residential
Existing uses on the site:	Single Family Home

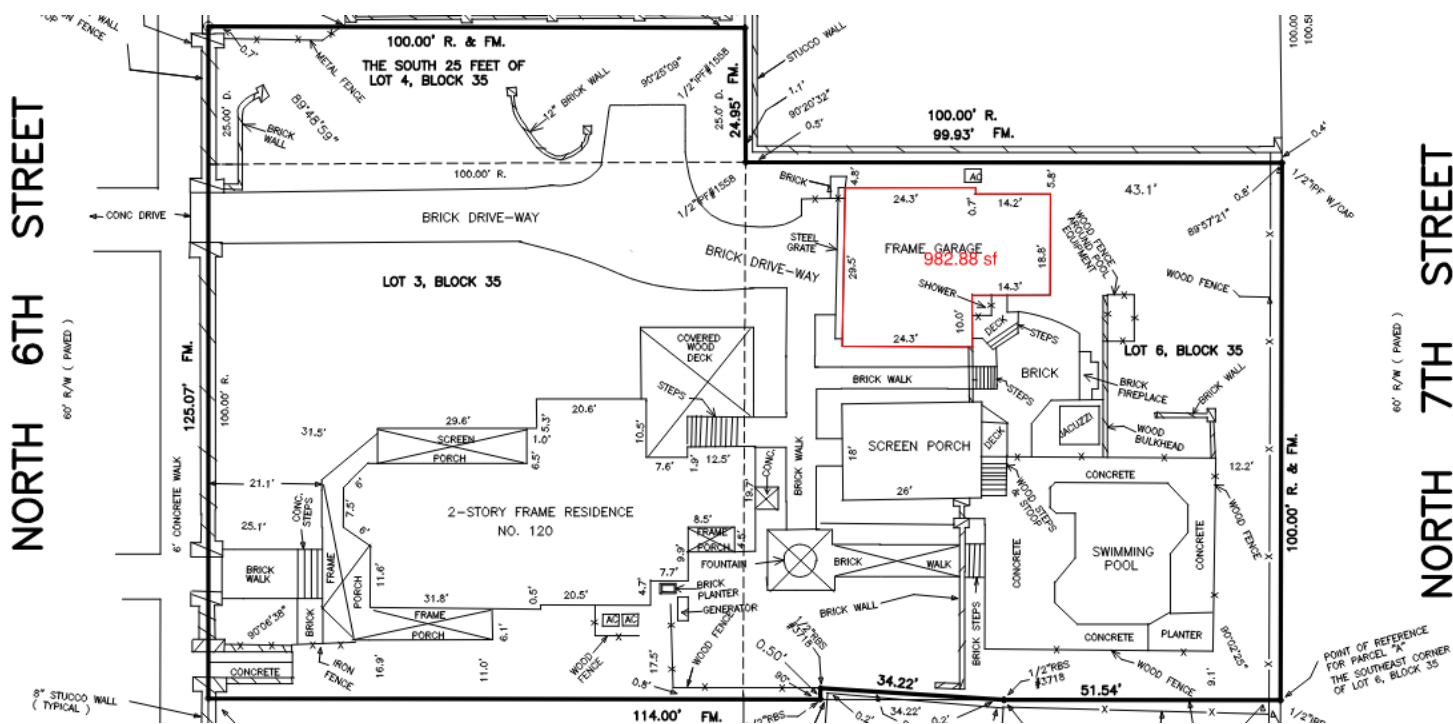
All required application materials have been received. All fees have been paid. All required notices have been made.



SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The home at 120 North 6th Street was originally constructed in 1876 and lies on a large parcel, half of which is within the Historic District Boundary. The eastern portion of the lot lies outside of this boundary where an existing, nonconforming garage is located. The requested variance application is to replace the existing nonconforming 1960 constructed structure with a new structure that exceeds the maximum footprint and height (625 sq. ft and 25 ft) requirements for accessory structures. The proposed structure will utilize the existing footprint of approximately 983 sq. ft with a 6 ft addition at the rear of the structure. The total building footprint including the addition is approximately 1094 sq. ft with an average height of approximately 29 feet. Additionally, it is important to note that this site has varying topography with elevations that significantly fall from twenty-two feet in the southwest corner to eleven feet in the northeast corner.

EXHIBIT A: SURVEY



EHIBIT B: SITE PLAN

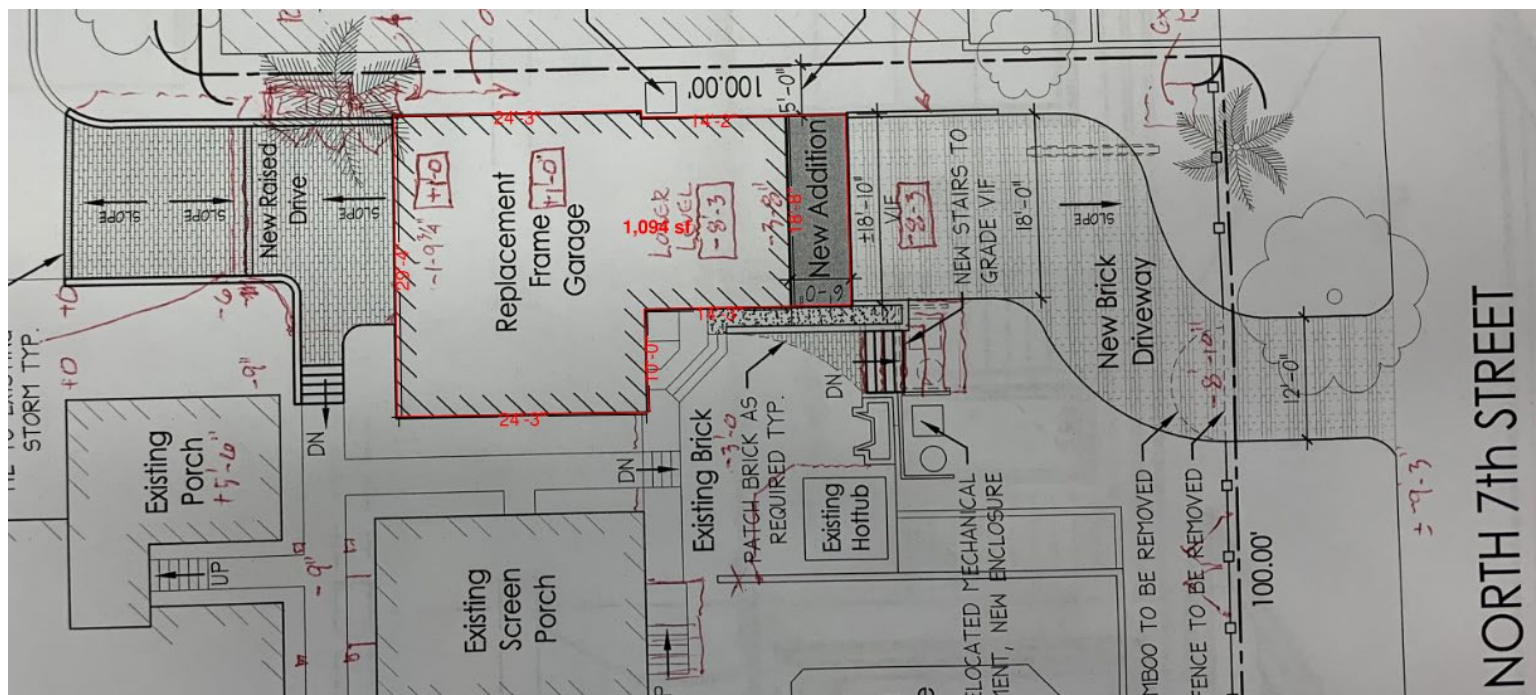
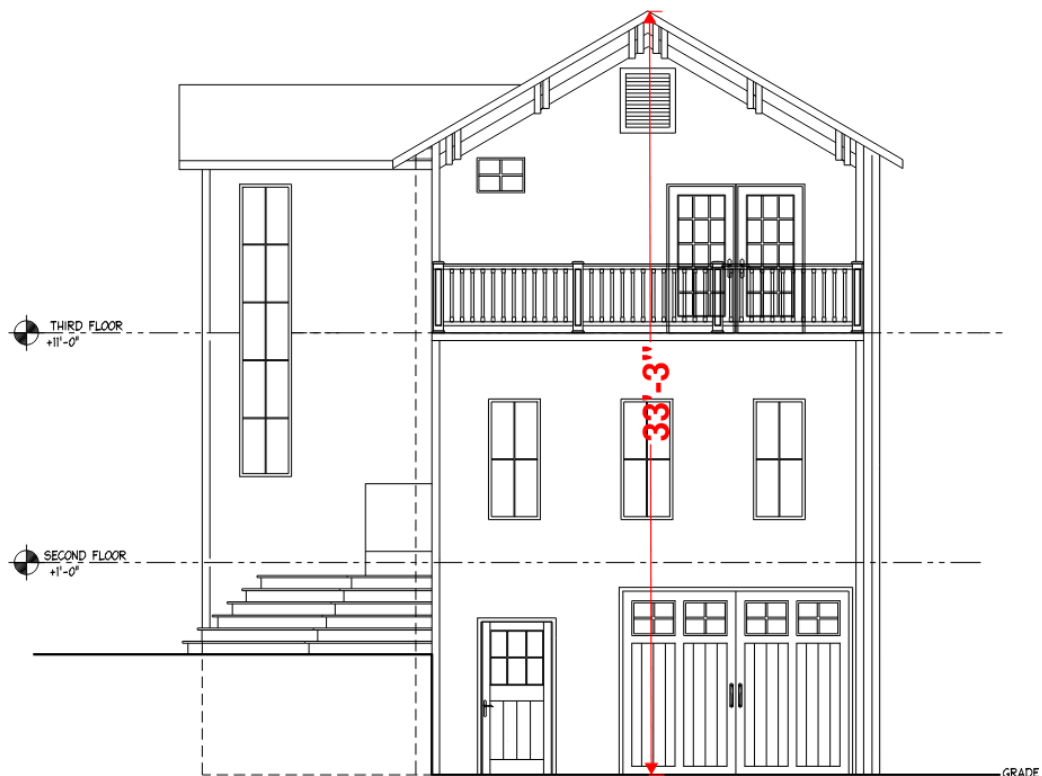


EXHIBIT C: ELEVATIONS



APPLICABLE GUIDELINES:

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE:

Staff's review of this application finds it is not subject to any of the limitations of Section 10.02.01 and can therefore be considered by the Board.

CITY OF FERNANDINA BEACH COMPREHENSIVE PLAN:

The following Comprehensive Plan statements are applicable in this case:

- Policy 1.02.07 – The City shall implement the Fernandina Beach Comprehensive Plan in a manner that acknowledges private property rights.
- Policy 1.02.10 – The City shall protect privacy and access to light, air, and open space. The City shall consider regulations such as building placement on a site, building design, and building orientation as one means to achieve this policy.

ANALYSIS:

In order for an application for a variance to be approved or approved with conditions, the BOA shall make a positive finding with regard to each of the following provisions:

Consistent with Criteria? All questions must be answered in the affirmative in order for staff to recommend approval of a variance. Negative answers must be addressed in the findings.

Criteria	Staff Analysis	Meets Criteria
1. Special Conditions <i>Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.</i>	Yes. Special conditions <u>do exist</u> as it relates to the land, structure or features of the parcel that did not result from actions of the applicant. The varying natural topography of the lot is a special condition as it relates to the structure's overall height. This is not a condition or circumstance that results from actions of the applicant nor is it based on a desire to reduce development costs. The structure is compliant with the LDC's height limitation as measured from N. 6 th Street. Due to the significant drop in elevation, the structure exceeds the 25' height limitation as measured from N. 7 th Street.	☒ Yes ☐ No
2. Special Privilege <i>Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.</i>	No. Granting the variance <u>does confer</u> upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district. All residential properties are limited in the size and height of accessory structures regardless of the size of the property.	☐ Yes ☒ No
3. Literal Interpretation <i>Literal interpretation of the provisions of the Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.</i>	No. Literal interpretation of the Land Development Code would <u>not deprive</u> the applicant of rights enjoyed by others in the same zoning district because all properties are limited in the size of accessory structures.	☐ Yes ☒ No

4. Minimum Variance <i>The variance requested is the minimum variance needed that will make possible the reasonable use of the land, structure, or building.</i>	No. The variance requested <u>is not the minimum</u> variance needed to make possible the reasonable use of the land, structure, or building. With the proposed addition this accessory structure will be 469 sq. ft over the accessory building footprint allowance.	☐ Yes ☒ No
5. General Harmony <i>Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan.</i>	No. Granting the variance <u>will not be in harmony</u> with the general intent and purpose of the Land Development Code and Comprehensive Plan as the survival or expansion of nonconformities is not encouraged.	☐ Yes ☒ No
6. Public Interest <i>Granting the variance is compatible with surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment.</i>	Yes. Granting the variance <u>is compatible</u> with the surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare, or environment. The proposed structure will not result in tree removal as it utilizes the existing footprint. It will also be in keeping with the design features and style of the existing historic home.	☒ Yes ☐ No

STAFF RECOMMENDATION:

The variance requested is consistent/inconsistent with the criteria for granting a variance as follows:

	Consistent	Inconsistent
1. Special Conditions	X	
2. Special Privilege		X
3. Literal Interpretations		X
4. Minimum Variance		X
5. General Harmony		X
6. Public Interest	X	

The requested variance is consistent with criteria 1 and 6, but it is inconsistent with criteria 2, 3, 4, and 5 for granting of a variance.

Staff recommends:

DENIAL of BOA 2021-09.

Staff recommends denial of the variance because it is not consistent with all of the criteria for the granting of a variance. Although the requested variance is inconsistent with both the Comprehensive Plan and the Land Development Code, the Board may want to give consideration to the size and natural features of the lot in relation to the proposed structure. The request maintains consistency with the scale and massing of the 1960 construction, but reconstructed to better reflect the detailing of the 1876 Victorian era principal structure.

MOTION TO CONSIDER

I move to **approve or deny** BOA case number 2021-09;

AND I move that the BOA make the following findings of fact and conclusions of law part of the record:

That BOA case 2021-09, item, as presented, **is or is not** substantially compliant with the Comprehensive Plan and Land Development Code to warrant approval at this time;

AND that BOA case number 2021-09 **meets or does not meet** the following criteria for granting a variance:

LIST OF EXHIBITS:

EXHIBIT A – SURVEY

EXHIBIT B – SITE PLAN

EXHIBIT C – ELEVATIONS

Respectfully Submitted,



**Daphne Forehand
Planner I**



**MINUTES
SPECIAL MAGISTRATE HEARING**

MAY 25, 2022

1. **CALL TO ORDER** – Special Magistrate Harrison Poole informally began discussing the special magistrate hearing process at 8:55 a.m. He formally called the proceedings to order at 9:00 a.m.

PARTIES PRESENT:

*Harrison Poole, Special Magistrate
Tammi Bach, City Attorney
Dale Martin, City Manager
Horace Head, Appellant
Jim Kirchmeyer, Petitioner
Jon Lasserre (virtually), attorney for Mr. Kirchmeyer*

OTHERS PRESENT

*Officer Chris Kopinski, FBPD
Dr. Arnold Tanis, affected property owner
Daphne Forehand, City Planner
Sal Cumella, City Preservation Planner
Katie Newton, Recording Secretary*

2. **CASES**

- 2.1 **HEAD, HORACE H - FBPD CASE NUMBER 2022-0003975.** Mr. Head is appealing parking citation A00152PT. *Requesting Special Magistrate determination of the case.*

Ms. Newton swore in all witnesses to testify in this case. Special Magistrate Poole described the documents he had received relating to this case, including the citation, photos, Mr. Head's appeal letter and exhibits. All items were entered into evidence at this time with no objection. Mr. Poole explained that the burden was on the City to prove a violation occurred.

City Attorney Bach, representing the City, made an opening statement. She described the violation in accordance with City municipal code Section 78-84. She called Officer Chris Kopinski of the Fernandina Beach Police Department, who issued the citation, as a witness.

Officer Kopinski stated that he had been with FBPD for over 15 years. He was on patrol when he observed a red vehicle parked near the fire hydrant. He took a photo and cited the vehicle for parking within 15 feet of a fire hydrant. He did not use measuring tape, but he could tell that it was within 15 feet by observation. He had no contact with Mr. Head.

Mr. Head asked Officer Kopinski to state specifically how far the vehicle was from the hydrant. He asked if Officer Kopinski has guessed and Officer Kopinski stated he hadn't used a measuring tape, and he had used his judgment. Mr. Poole asked Officer Kopinski what the difference was between the state statute and city code. Officer Kopinski stated that the distance was the same, but the state fine was heftier, so he used the City code to cite.

The City had no other witnesses to call.

Mr. Horace Head thanked everyone for their time. On this day, he and his family patronized several local businesses. In choosing this location to park, he replaced a vehicle that had left. He is relatively new to the area, and in other metro areas he is familiar with the law is 5 feet. In his lay opinion, he did not obstruct the use of the fire hydrant. He took a photo of a white vehicle parked nearby that was not cited.

Ms. Bach asked Mr. Head if he took any measurements. He walked off the area between the hydrant and the white vehicle and estimated that it was 9 feet. He did not measure the distance of his vehicle from the hydrant. Ms. Bach asked him to explain the deficiencies he cited in his appeal request. Mr. Head went through the list, which included lack of signage at the site, notice within local tourist brochures and the City website, location of citation address did not match the geotag address, and the fact that no other similarly situated vehicles were cited. Ms. Bach asked if it was his vehicle in the picture Officer Kopinski took and Mr. Head verified that it was. She asked if the code number listed on the citation was correct and he stated it was. Mr. Head concluded with the statement that in areas he is familiar with, like New York and Washington, DC, the law was 5 feet, not 15.

Ms. Bach called Officer Kopinski back to review the two photos. He stated that the red vehicle was closer to the hydrant than the white one.

Mr. Poole asked for any other evidence or testimony.

Ms. Bach closed with the statement that, on behalf of the City, police officers in the field must use best judgment often, especially in non-criminal matters; that the citation correctly identified Mr. Head's vehicle and section of City code as required; and that even if another vehicle is in violation, it's in the discretion of the officer to cite all, some, or none and that is lawful.

Mr. Head closed with the statement that as a law enforcement officer, he believes that this discretion shows inconsistency with decision-making. The officer did not take a measurement, so no one can say exactly how far away any vehicle was from the fire hydrant. He also addressed the lack of signage.

Mr. Poole expressed his thanks for the parties' courtesies and stated that he would take the case under advisement and issue a written ruling by the end of the week.

This hearing concluded, and Mr. Poole took a recess at 9:22 a.m., as the next case was noticed for 10:00 a.m.

2.2 KIRCHMEYER, JAMES AND CAROLINE - BOA CASE NUMBER 2021-09. Petition for Relief pursuant to Section 70.51 of the Florida Statutes. *Requesting Special Magistrate facilitation of a resolution between the City and Property Owners or a recommendation as to the City's actions on a development order.*

Special Magistrate Harrison Poole reopened the hearing at 10:01 a.m. for the second case. Mr. Poole described this case as having a different process from the previous one as it is prescribed by state statute. He is to act as a mediator first, and if mediation is unsuccessful, he will make a recommendation to the City Commission. Members of the public are invited to attend, but only those contiguous property owners and those who spoke at the Board of Adjustment hearing previously may participate.

Mr. Poole began by identifying exhibits previously received to be entered into the record, including the petition, applicable City code, and the City's response to the petition. City Attorney Bach stated that she had additional items, including case law and staff reports she might wish to enter into the record should mediation prove unsuccessful. Mr. Poole stated that he wanted to enter in stipulated items now but will not prohibit new exhibits later. Mr. Lasserre, representing the Kirchmeyers, stated that he thought all

exhibits were due prior to the start of the hearing but had no objection. He has no further exhibits and will rely on the record.

Ms. Newton swore in witnesses.

Mr. Poole then asked to hear from affected parties. Ms. Elizabeth Tanis asked to speak on behalf of her elderly father, but since she is not an affected party, Dr. Tanis would need to testify. Mr. Poole called Dr. Tanis to testify.

Dr. Arnold Tanis, 614 Broome Street, lives directly north of the property in question. As he has aged, Dr. Tanis spends more time at home, and the center of his life is his kitchen. He loves the natural light and breezes on his property and believes a large structure blocking his view would be detrimental to his life. He initially thought the request was to exchange like for like, and was fine with that, but the current proposed plans show expansion. He submitted photos of his view and the Kirchmeyers' property into evidence.

Mr. Poole asked if there were any other affected parties wished to provide testimony. Seeing none, he moved to the mediation portion of the proceeding. This mediation is unusual as, per statute, it is required to be held in public.

Mr. Jon Lasserre, attorney for the Kirchmeyers, made his opening statement. He stated that the dispute revolves around the height and footprint of the proposed structure. He thought, at the February 2022 Board of Adjustment hearing, that the Board may have been interested in negotiation; however, the hearing was closed to public comment once Board discussion started and he felt he was not able to address issues at the time.

Ms. Bach stated that the City was going to rely on its ordinance with regard to height and footprint limitations. She is prepared to discuss the claims made in the petition for relief if necessary. She believes the BOA hearing was fair and provided due process.

Mr. Poole explained that in the course of this process, the parties and special magistrate visited the property on Monday. It's currently a nonconforming use. He asked staff about the possibility of renovation. Ms. Daphne Forehand, City Planner, showed applicable sections of the Land Development Code and explained that a renovation could not exceed the current footprint. Additionally, changes to more than 50% of the structure would result in requiring the property to come into compliance with the current code.

Mr. Poole asked if there was any place where the City was able to make a concession. He recognized that the owner wouldn't want to tear down the existing structure, which is in disrepair, and lose the ability to maintain the current footprint.

Ms. Bach agreed that the structure is dilapidated and needs replacement. Ultimately, the City Commission has the authority to decide on any agreement, but she and Mr. Martin will bring recommendations to the Commission. They are willing to bring a recommendation that the entire structure be demolished and rebuilt at the same footprint and elevation of the existing structure. The City is not interested in allowing a big change in height.

Mr. Lasserre wanted clarification on where the elevation would be measured from. There was discussion on whether it would be measured as an average, from 6th Street, or 7th Street, and that the elevation on the property is greatly varied. Mr. Poole suggested that Mr. Kirchmeyer and Mr. Lasserre have a private phone call to discuss the City's offer, and they excused themselves from the public hearing.

When the parties regrouped, Mr. Lasserre stated that they were willing to agree on 25 feet at the highest point measured from the front of the structure and the existing footprint. He believes measuring from the code requirement of the "average natural grade" is a hardship.

Ms. Bach disagreed with Mr. Lasserre that the natural grade was a hardship. There is a Code measurement for accessory dwelling that allows for height to be measured from finished grade. The City's offer, pending Commission approval, would be 25 feet high all around and 983 square foot footprint. Staff is not willing to recommend a 33-foot height in the back.

Ms. Bach offered an alternative that would maintain the roofline as existing but allow Mr. Kirchmeyer to expand his footprint to his initial request. It would mean no second floor, but it would allow for a garage and apartment without changing Dr. Tanis's view substantially. Mr. Kirchmeyer and Mr. Lasserre held another brief private conference.

Mr. Lasserre wanted to make sure he and his client had the correct understanding of the offer: the parties would agree to a full demolition of the existing structure, maintain the roof at its existing height, and extend the existing footprint by 6 feet in one direction. This would keep the view lines from 6th Street the same, although nicer with the new structure. This may allow for a basement garage area accessed from the 7th street side of the property.

Ms. Bach stated that she and Mr. Martin would be able to recommend approval of that compromise to the City Commission. The earliest it could appear before them for consideration is June 21, which has a submittal deadline of June 3. If new drawings could be completed by then they would place in on that agenda; otherwise, it would be on the July 7 agenda.

Mr. Poole asked how the parties wanted to move forward. He prefers having some written agreement between parties leaving mediation when they've reached a compromise. Ms. Bach stated a simple written form of settlement to present to Commission with Mr. Poole signing off as mediator should be sufficient.

Mr. Poole wrote an agreement for the parties to review and sign, using a marked-up version of the old drawings as an exhibit. Both parties signed, and copies were distributed to all.

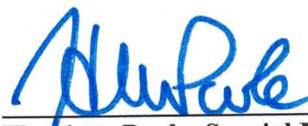
Mr. Poole thanked the participants and expressed his happiness that a potential resolution was reached.

3. ADJOURNMENT

There being no further cases to be heard, the Special Magistrate closed the hearing at 11:31 a.m.



Katie Newton, Recording Secretary



Harrison Poole, Special Magistrate

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2022-131
American Rescue Plan Projects

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-131.

SYNOPSIS: The City became eligible for an estimated \$6.5 million dollars through the American Rescue Plan Act (ARP) signed into law by President Joe Biden on March 11, 2021. The ARP funds allocated to the City of Fernandina Beach total \$6,595,742, and the City approved the American Rescue Plan Act Agreement as Resolution 2021-143. The final rule also offers a standard allowance for revenue loss of \$10 million, allowing recipients to select between a standard amount of revenue loss (which the City will select) or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

FISCAL IMPACT: The Funds will be recorded in the General Fund and transferred to the Fund(s) that have the approved Capital Projects budgeted.

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-131.

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

Date: June 22, 2022

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2022-131

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ALLOCATING \$6,595,742 FROM AMERICAN RESCUE PLAN FUNDS TO SUPPORT PRIORITIES AS DETERMINED BY THE CITY COMMISSION; AUTHORIZING THE CITY MANAGER TO PROCEED WITH PLANNING, DESIGN, PERMITTING, AND CONSTRUCTION OF THE PRIORITIZED PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is eligible for an estimated \$5.5 million dollars through the American Rescue Plan Act (ARP) signed into law by President Joseph Biden on March 11, 2021; and

WHEREAS, ARP funds allocated to the City of Fernandina Beach total \$6,595,742; and

WHEREAS, the City approved the American Rescue Plan Act Agreement as Resolution 2021-143; and

WHEREAS, the final rule also offers a standard allowance for revenue loss of \$10 million, allowing recipients to select between a standard amount of revenue loss (which the City will select) or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

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 make use of the allocated ARP funds for the following projects under the provisions of the American Rescue Plan (and related final rules):

<u>Project</u>	<u>Funding</u>
Amelia River Waterfront Resiliency	\$1,600,000
Government facilities	\$1,300,000
Stormwater Infrastructure	\$1,200,000
Road Construction	\$1,000,000
Wastewater Services Infrastructure	\$1,000,000
Water Services Infrastructure	<u>\$495,742</u>
TOTAL	\$6,595,742

SECTION 2. The City Commission authorizes the City Manager to work with the City Comptroller to reallocate the funds to the above-mentioned budgeted projects.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 19th day of July, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

RESOLUTION 2021-143

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING THE AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is eligible for an estimated \$5.5 million dollars through the American Rescue Plan Act (ARP) signed into law by President Joseph Biden on March 11, 2021; and

WHEREAS, ARP funds allocated to the City of Fernandina Beach total \$6,595,742.00; and

WHEREAS, the City will receive approximately fifty percent of the total; \$3,297,871.00 upon execution of the ARP Coronavirus Local Fiscal Recovery Fund Agreement (Agreement); and

WHEREAS, funds will be deposited into the American Rescue Plan Act Capital account, 315 11330 and may be used for limited purposes, as specified in the Agreement, attached hereto as Exhibit "A", and must be expended no later than December 31, 2024.

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

SECTION 1. The City Commission hereby accepts the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Agreement, attached hereto as Exhibit "A," upon review and approval of the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 7th day of September, 2021.

CITY OF FERNANDINA BEACH



MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

Agreement Number: Y5083
Unique Identifier Code: FL0088

**AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Fernandina Beach, City of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,¹, and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) **TERM.** This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) **FUNDING.** The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$6,595,742.00**.
- (4) **USE OF FISCAL RECOVERY FUNDS**
 - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

¹ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.² Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024³, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
 - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 - 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁴
 - 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁵
 - 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁶
 - 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 - 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁸
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."⁹ Examples of essential workers include, but are not limited to:
 - 1. Staff at nursing homes, hospitals, and home care settings;
 - 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 - 3. Janitors, truck drivers, transit staff, and warehouse workers
 - 4. Public health and safety staff;
 - 5. Childcare workers, educators, and other school staff; and

² "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

³ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

⁴ See Federal Register, pg. 26790.

⁵ *Id.*

⁶ *Id.* at 26791

⁷ *Id.* at 26791-26797

⁸ *Id.*

⁹ *Id.* at 26797

- 6. Social service and human services staff.¹⁰
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹¹
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹²
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.
 - i. The following 2 CFR policy requirements apply to this assistance listing¹³:
 - Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
 - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

¹⁰ *Id.*

¹¹ *Id.* at 26799

¹² *Id.* at 26802

¹³ As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative: **Dale L. Martin**
Title: **City Manager**
Address: **204 Ash Street, Fernandina Beach, FL 32034**
Telephone: **904-310-3100**
Email: **dmartin@fbfl.org**

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - ii. Authorized representative name, title, and email;
 - iii. Contact person name, title, phone, and email;
 - iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - vii. Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

- or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
 - c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
 - f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
 - g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
 - i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
 - l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
 - m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
 - o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
 - p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient."

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Fernandina Beach, City of

By: Dale L. Martin

Name and title: **Dale L. Martin, City Manager**

Date: **8/17/2021**

FEIN : 596000317

DUNS : 079192274

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

APPROVED AS TO FORM AND LEGALITY:
[Signature]
CITY ATTORNEY

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: **Kevin Guthrie, Director**

Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: \$6,595,742.00

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, Dale L. Martin, City Manager, am the Authorized Agent of Fernandina Beach, City of ("Recipient") and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
 - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By: Dale L. Martin, City Manager

Signature:  Dale L. Martin

Title: City Manager

Date: 8/17/2021

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

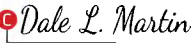
The undersigned Recipient, Dale L. Martin, City Manager, , certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, Dale L. Martin, City Manager, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

By: Dale L. Martin

Signature:  Dale L. Martin

Title: _ City Manager

Date: _ 8/17/2021

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Dale L. Martin, City Manager

Fernandina Beach, City of

 Dale L. Martin

Signature of Authorized Official

8/17/2021

Date

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Fernandina Beach, City of

Address: 204 Ash Street, Fernandina Beach, FL 32034

DUNS Number: 079192274

Taxpayer Identification Number: 596000317

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Fernandina Beach, City of

 Dale L. Martin

Authorized Representative: Dale L. Martin

Title: City Manager

Date signed: 8/17/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

DIVISION OF EMERGENCY MANAGEMENT
Grant/Grant and Aid Subgrant Routing Sheet

DEM Contract/Grant Number: Y5083 Mod #: _____ Date Initiated: 9/9/2021
Project Manager/Contact Person: Erin White Phone: 815-4458
Bureau Approval: Melissa Shirah Digitally signed by Melissa Shirah
Date: 2021.09.10 13:28:10 -0400 Date: 9/9/2021
Subgrantee/Funding Source: Fernandina Beach, City of
Effective Dates: _____ Amount: \$6,595,742.00

Type of Agreement: A) Grant X B) G & A Subgrant Agreement _____
C) Loan Agreement _____ D) Other (explain) _____

Routing:

First Review – Finance: _____ Date Received _____

_____ Date Reviewed _____

Fiscal Mgmt Signature: _____

First Review – Legal: _____ Date Received _____

_____ Date Reviewed _____

Legal Signature: Michael Barry Digitally signed by Michael Barry
DN: dc=org, dc=fleec, ou=DEM_Users,
ou=Director, cn=Michael Barry,
email=Michael.Barry@em.mylorida.com
Date: 2021.09.09 14:44:37 -0400

Second Review – Finance: _____ Date Received _____

_____ Date Reviewed _____

Fiscal Mgmt Signature: _____

Second Review – Legal: _____ Date Received _____

_____ Date Reviewed _____

Legal Signature: _____

Distribution: 1 - Division/Bureau with Original Agreement
2 - Grants with Original Agreement
3 - Fiscal Mgmt with Copy of Agreement

**AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Fernandina Beach, City of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,¹ and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$6,595,742.00**.
- (4) USE OF FISCAL RECOVERY FUNDS
 - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

¹ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.² Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024³, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
 - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 - 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁴
 - 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁵
 - 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁶
 - 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 - 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁸
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."⁹ Examples of essential workers include, but are not limited to:
 - 1. Staff at nursing homes, hospitals, and home care settings;
 - 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 - 3. Janitors, truck drivers, transit staff, and warehouse workers
 - 4. Public health and safety staff;
 - 5. Childcare workers, educators, and other school staff; and

² "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

³ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

⁴ See Federal Register, pg. 26790.

⁵ *Id.*

⁶ *Id.* at 26791

⁷ *Id.* at 26791-26797

⁸ *Id.*

⁹ *Id.* at 26797

- 6. Social service and human services staff.¹⁰
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹¹
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹²
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.
 - i. The following 2 CFR policy requirements apply to this assistance listing¹³:
 - Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
 - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

¹⁰ *Id.*

¹¹ *Id.* at 26799

¹² *Id.* at 26802

¹³ As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative: **Dale L. Martin**
Title: **City Manager**
Address: **204 Ash Street, Fernandina Beach, FL 32034**
Telephone: **904-310-3100**
Email: **dmartin@fbfl.org**

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - ii. Authorized representative name, title, and email;
 - iii. Contact person name, title, phone, and email;
 - iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - vii. Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

- or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
 - c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
 - f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
 - g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
 - i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
 - l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
 - m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
 - o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
 - p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient."

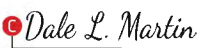
(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Fernandina Beach, City of

By:  Dale L. Martin

Name and title: Dale L. Martin, City Manager

Date: 8/17/2021

FEIN : 596000317

DUNS : 079192274

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By:  Melissa Shirah
Digitally signed by Melissa Shirah
Date: 2021.09.10 13:08:22 -04'00'

Name and Title: Kevin Guthrie, Director

Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: \$6,595,742.00

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, Dale L. Martin, City Manager, am the Authorized Agent of Fernandina Beach, City of ("Recipient") and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
 - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By: Dale L. Martin, City Manager

Signature:  Dale L. Martin

Title: City Manager

Date: 8/17/2021

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

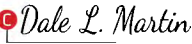
The undersigned Recipient, Dale L. Martin, City Manager, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, Dale L. Martin, City Manager, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

By: Dale L. Martin

Signature: 

Title: City Manager

Date: 8/17/2021

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Dale L. Martin, City Manager

Fernandina Beach, City of

 Dale L. Martin

Signature of Authorized Official

8/17/2021

Date

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Fernandina Beach, City of

Address: 204 Ash Street, Fernandina Beach, FL 32034

DUNS Number: 079192274

Taxpayer Identification Number: 596000317

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Fernandina Beach, City of

 Dale L. Martin

Authorized Representative: Dale L. Martin

Title: City Manager

Date signed: 8/17/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2022-132
Change Order #4 - Blackwater Construction Services

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-132.

SYNOPSIS: The City Commission awarded the construction of a new combination Fire Station and ARFF at the Fernandina Beach Municipal Airport to Blackwater Construction Services of Gainesville, Florida, via Resolution 2022-03 on January 4, 2022.

The design and bid documents for the roof system over the Fire Station's administrative and office area specified a precast concrete plank structure with a 2" thick concrete topping surface with polyisocyanurate insulation and protective cover board of three-ply bitumen membrane for waterproofing. The specified system, due to material shortages and fabrication delays, will not be available for delivery until February/March 2023, which is well outside the schedule for project completion. The Architect/Engineer and Contractor have developed an alternative system that is more readily available within the current project schedule. The alternative roofing system involves providing expanded polystyrene insulation over the precast concrete planks in lieu of the polyisocyanurate insulation on the 2" topping over the precast concrete planks. While available, this new system results in a cost increase of \$21,199.34 but eliminates the need for the 2" topping on the precast planks, providing a credit of \$8,828.34. Combined with the additional costs for the insulation change, this results in a Change Order increase of \$12,371.00.

FISCAL IMPACT: Funding is available from the Airport Improvements account, 420 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-132.

Charles George, City Engineer	6/28/2022
Monica Benischeck, Administrative Services Manager	7/6/2022
Katie Newton, Legal Assistant	7/6/2022
Pauline Testagrose, Comptroller	7/9/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

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

Date: June 27, 2022

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2022-132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING CHANGE ORDER #4 WITH BLACKWATER CONSTRUCTION SERVICES FOR THE CONSTRUCTION OF THE FIRE STATION AT THE AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission awarded the construction of a new combination Fire Station and ARFF at the Fernandina Beach Municipal Airport to Blackwater Construction Services of Gainesville, Florida, via Resolution 2022-03 on January 4, 2022; and

WHEREAS, the design and bid documents for the roof system over the Fire Station's administrative and office area specified a precast concrete plank structure with a 2" thick concrete topping surface with polyisocyanurate insulation and protective cover board of three-ply bitumen membrane for waterproofing; and

WHEREAS, the specified system, due to material shortages and fabrication delays, will not be available for delivery until February/March 2023, which is well outside the schedule for project completion; and

WHEREAS, the Architect/Engineer and Contractor have developed an alternative system that is more readily available within the current project schedule. The alternative roofing system involves providing expanded polystyrene insulation over the precast concrete planks in lieu of the polyisocyanurate insulation on the 2" topping over the precast concrete planks; and

WHEREAS, while available, this new system results in a cost increase of \$21,199.34 but eliminates the need for the 2" topping on the precast planks, providing a credit of \$8,828.34. Combined with the additional costs for the insulation change, this results in a Change Order increase of \$12,371.00; and

WHEREAS, funding is available in the Airport Improvements account, 420-56300.

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

SECTION 1. The City Commission does hereby accept and approve Change Order No. 4 totaling \$12,371.00 to Blackwater Construction Services of Gainesville, Florida's contract for the construction of the new Fire Station No. 2.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to award of Change Order No. 4 to Blackwater Construction Services.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 19th day of July, 2022.

CITY OF FERNANDINA BEACH

MICHAEL LEDNOVICH
Commissioner - Mayor

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Fernandina Beach Fire Station No. 2 800 Airport Road Fernandina Beach, Florida 32032	CONTRACT INFORMATION: Contract For: General Construction Date: March 30, 2022	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: May 4, 2022
OWNER: <i>(Name and address)</i> City of Fernandina Beach 1180 South 5th Street Fernandina Beach, Florida 32034	ARCHITECT: <i>(Name and address)</i> Passero Associates 4730 Casa Cola Way, Suite 200 St. Augustine, Florida 32095	CONTRACTOR: <i>(Name and address)</i> Blackwater Construction Services 3715 NW 97th Boulevard, Suite B Gainesville, Florida 32606

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Revisions included in, and associated with, the following reviewed and approved PCOs:

PCO #004 - Material increases and Shortages - Roof change to EPS and remove 2" topping: \$12,371.00

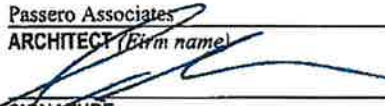
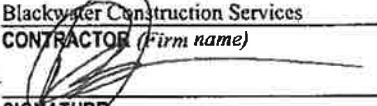
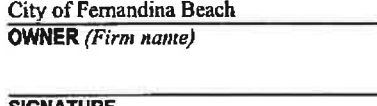
The original Contract Sum was	\$ 4,739,217.00
The net change by previously authorized Change Orders	\$ -271,389.75
The Contract Sum prior to this Change Order was	\$ 4,467,827.25
The Contract Sum will be increased by this Change Order in the amount of	\$ 12,371.00
The new Contract Sum including this Change Order will be	\$ 4,480,198.25

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Passero Associates ARCHITECT <i>(Firm name)</i>	Blackwater Construction Services CONTRACTOR <i>(Firm name)</i>	City of Fernandina Beach OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Christopher Nardone, Sr. Project Architect PRINTED NAME AND TITLE	Derek Dykes, President PRINTED NAME AND TITLE	Dale L. Martin, City Manager Charles George, City Engineer
5/4/2022 DATE	5/4/2022 DATE	 DATE



May 4, 2022

Mr. Charles George, City Engineer
City of Fernandina Beach
1180 S. 5th Street
Fernandina Beach, FL 32034

Reference: **Recommendation for Change Order No. 3**
Fernandina Beach Fire Station No. 2
City of Fernandina Beach, FL
PA Project Number 99000047.86CA

Dear Mr. George:

Passero Associates has received the documentation for requested Change Order that was provide by Blackwater Construction for Fire Station No. 2 project located at Fernandina Beach Municipal Airport. Passero Associates has performed a review of the documentation for requested Change Orders by reviewing the following:

- PCO #004: Material Increase and Shortages – Roofing Package which included Supplier increases and shortages on the roofing materials, supplier letter informing they are increasing the transactional price for roofing products, including current and revised subcontractor proposal reflecting the increase and roofing system change. The roofing system was changed because “ISO Board” would not be available until sometime in February of 2023 which is the same month the project is scheduled to be completed therefore resulting in a roofing system change to maintain the construction schedule. The revised roofing system resulted in the removal of the 2” concrete topping over the concrete planks thus resulting in a \$8,828.34 credit.

PCO #004 addresses material increases due to inflation in the marketplace including shortages prior to Blackwater Construction’s ability to lock in pricing thus resulting in an increase of \$12,371.00 after the \$8,828.34 credit.

If you have any questions or require additional information, please contact me.

Sincerely,

Christopher Nardone, AIA
Senior Project Architect

Attach: AIA Document G701 – 2017 – Change Order Number: 003



May 4, 2022

Mr. Charles George, City Engineer
City of Fernandina Beach
1180 S. 5th Street
Fernandina Beach, FL 32034

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Fernandina Beach Fire Station No. 2
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Christopher Nardone, AIA
Senior Project Architect

Attach: AIA Document G701 – 2017 – Change Order Number: 003

AIA® Document G701™ – 2017

Change Order

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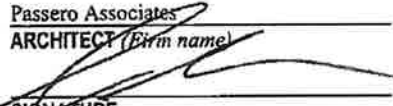
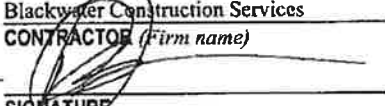
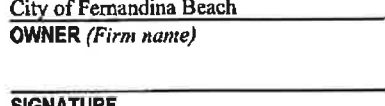
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 SIGNATURE	 SIGNATURE	 SIGNATURE
Christopher Nardone, Sr. Project Architect PRINTED NAME AND TITLE	Derek Dykes, President PRINTED NAME AND TITLE	Dale L. Martin, City Manager Charles George, City Engineer PRINTED NAME AND TITLE
5/4/2022 DATE	5/4/2022 DATE	 DATE



March 25, 2022

Mr. Warren Doucette
SOPREMA
310 Quadral Drive
Wadsworth, OH 44281
wdoucette@soprema.us

Re: Notice of Intent to Warrant (NOITW) REV 3
Fernandina Beach Fire Station #2
Fernandina Beach, FL

Dear Mr. Doucette:

This letter describes materials and assemblies proposed for the subject project as they have been presented to SOPREMA. Please let us know if you believe any of the information indicated below is inaccurate or incomplete so that we may make necessary revisions.

SOPREMA warranty:

Upon successful completion by an authorized SOPREMA contractor, the proposed roofing qualifies for the SOPREMA Thirty Year Platinum NDL Roofing Warranty, Form 101.

Proposed SBS roofing over concrete topping slab option 1

- Structural deck: Concrete with 2" topping slab.
- Tapered insulation: 1/4 in tapered 4x4 ft. SOPRA-ISO™ polyisocyanurate insulation adhered to the deck below using DUOTACK® SPF insulation adhesive applied in 2.5 in wide continuous ribbons. For roof zones 1, 2 and 3: Refer to SOPREMA Drawing US.FP.15.01 enclosed.
- Cover board: 1/8 in 4x4 ft SOPRABOARD™ adhered to the insulation below using DUOTACK SPF applied in 2.5 in wide ribbons. For roof zones 1, 2 and 3: Refer to SOPREMA Drawing US.FP.15.01 enclosed.
- SBS modified bitumen base plies: Two plies of SOPRALENE® FLAM 180 heat welded to the cover board.
- SBS modified bitumen cap sheet: SOPRALENE FLAM 180 FR GR heat welded to the base plies.
- SBS modified bitumen flashing base ply: One ply of SOPRALENE FLAM 180 heat welded to the vertical substrate.
- SBS modified bitumen flashing cap sheet: SOPRALENE FLAM 180 FR GR heat welded to the flashing base ply.
- Adhered thermoplastic flashing membrane (greater than 12 in): SENTINEL® P150 adhered to the vertical substrate with SENTINEL S BONDING ADHESIVE. Heat-weld all side and end laps.

Proposed SBS roofing over concrete lightweight insulating concrete pour option 2

- Structural deck: Concrete.
- Cellular lightweight insulating concrete (LWIC): New CELCORE® MF Cellular Concrete with COLCORE HS Rheology Modifying Admixture, minimum thickness of 2.0 in and compressive strength of 340-psi, installed to meet the LWIC manufacturers published requirements. Note: SOPREMA recommends including additional one-way vents for LWIC applied to non-venting substrates. Refer to LWIC and one-way vent manufacturers' published literature for additional guidelines and requirements.
- SBS modified bitumen base ply: One ply of SOPRALENE 180 PS 3.0 ribbon adhered to the LWIC using COLPLY™ EF ADHESIVE. Heat-weld all side and end laps prior to installing cap sheet. For roof zones 1, 2 and 3: Refer to SOPREMA Drawing US.FP.08.01 enclosed. heat welded to the cover board.
- SBS modified bitumen inter-ply: One ply of SOPRALENE FLAM 180 heat welded to the base ply.
- SBS modified bitumen cap sheet: SOPRALENE FLAM 180 FR GR heat welded to the inter-ply.
- SBS modified bitumen flashing base ply (up to 12 in): One ply of SOPRALENE FLAM 180 heat welded to the vertical substrate.
- SBS modified bitumen flashing cap sheet: SOPRALENE FLAM 180 FR GR heat welded to the flashing base ply.
- Adhered thermoplastic flashing membrane (greater than 12 in): SENTINEL P150 adhered to the vertical substrate with SENTINEL S BONDING ADHESIVE. Heat-weld all side and end laps.

Proposed SBS roofing over concrete with expanded polystyrene insulation option 3

- Structural deck: Concrete.
- Insulation: One or more layers of ASTM C578, type IX EXPANDED POLYSTYRENE (EPS) insulation adhered using POLYSET CR-20 Insulation & Fleece Back Membrane Roofing Adhesive applied in 2.5 in wide continuous ribbons. For roof zones 1, 2 and 3: Refer to SOPREMA Drawing US.FP.15.01 enclosed.
- Cover board: ½ in 4x4 ft NATIONAL GYPSUM DEXCELL® FA GLASS MAT ROOF BOARD adhered using POLYSET CR-20 Insulation & Fleece Back Membrane Roofing Adhesive applied in continuous ribbons. For roof zones 1, 2 and 3: Refer to SOPREMA Drawing US.FP.15.01 enclosed.
- SBS modified bitumen base ply: One ply of SOPRALENE FLAM 180 heat welded to the cover board.
- SBS modified bitumen inter-ply: One ply of SOPRALENE FLAM 180 heat welded to the base ply.
- SBS modified bitumen cap sheet: SOPRALENE FLAM 180 FR GR heat welded to the inter-ply.
- SBS modified bitumen flashing base ply (up to 12 in): One ply of SOPRALENE FLAM 180 heat welded to the vertical substrate.
- SBS modified bitumen flashing cap sheet: SOPRALENE FLAM 180 FR GR heat welded to the flashing base ply.
- Adhered thermoplastic flashing membrane (greater than 12 in): SENTINEL P150 adhered to the vertical substrate with SENTINEL S BONDING ADHESIVE. Heat-weld all side and end laps.



ANSI/FM 4474 and/or TAS 114:

The roofing system tested meets the following per ANSI/FM 4474, "American National Standard for Evaluating the Simulated Wind Uplift Resistance of Roof Assemblies using Static Positive and/or Negative Differential Pressure", and/or Testing Application Standard (TAS) No. 114 "Test Procedures for Roof System Assemblies in the High-Velocity Hurricane Zone Jurisdiction". Refer to the requirements and limitations published in the approvals. Refer to the requirements and limitations published in the approvals.

- **Option 1, zone 1:** -382.5 psf "Maximum Design Pressures" (MDP). Refer to Florida Evaluation Report FL3915-R33, System Number C-58 for review and acceptance.
- **Option 2, zone 1:** -180.0 psf "Maximum Design Pressures" (MDP). Refer to Florida Evaluation Report FL3915-R33, System Number LWC-165 for review and acceptance.
- **Option 3, zone 1:** -180.0 psf "Maximum Design Pressures" (MDP). Refer to Florida Evaluation Report FL3915-R33, System Number C-77 for review and acceptance.
 - Provide perimeter and corner attachment enhancements per SOPREMA warranty requirements as indicated herein.

Additional items:

The components and attachment requirements proposed by SOPREMA include the minimum requirements necessary to offer the proposed warranty. SOPREMA products and products sold by SOPREMA are included in the proposed SOPREMA warranty. Non-SOPREMA products and materials not sold by SOPREMA are excluded from SOPREMA warranty coverage. Please refer to SOPREMA US published documentation, Product Data Sheets, Safety Data Sheets, details, agency approvals and other applicable references.

Please contact Warren Doucette at 949.466.1702 if additional support is needed for this project.

Sincerely,



Shawn Collins
Technical Support Coordinator
Mobile: 330.696.5393
shcollins@soprema.us

cc: Project File
Sales and Technical Staff, SOPREMA



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Future Land Use Map Assignments- 604 N. 14th Street/1425 Franklin Street

ITEM TYPE: Ordinance (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2022-17 at First Reading.

SYNOPSIS: The applicant is requesting assignment of Mixed-Use Future Land Use Map designation and a MU-1 zoning district for approximately 0.91 acres of land located at 604 N. 14th Street / 1425 Franklin Street. At its May 11, 2022, meeting, the Planning Advisory Board recommended denial of this requested change.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2022- at First Reading.

Kelly Gibson, Planning Director	7/5/2022
Monica Benischek, Administrative Services Manager	7/6/2022
Katie Newton, Legal Assistant	7/8/2022
Pauline Testagrose, Comptroller	7/9/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

Date: June 22, 2022

Submitted By: Monica Benischek, Administrative Services Manager

COMMISSION ACTION: Adopt

ORDINANCE 2022-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REASSIGNING A FUTURE LAND USE MAP CATEGORY OF MIXED-USE (MU) FROM GENERAL COMMERCIAL (GC) FOR APPROXIMATELY 0.91 ACRES OF LAND LOCATED AT 604 NORTH 14TH STREET AND 1425 FRANKLIN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed and held a public hearing on May 11, 2022, and issued a recommendation of denial; 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 April 29, 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 future land use map changes. The properties identified for this change of the Future Land Use Map from City of Fernandina Beach General Commercial (GC) category to Mixed-Use (MU) category for properties located and identified by map exhibit attached hereto as Exhibit "A".

SECTION 2. FUTURE LAND USE MAP CHANGE. For the property in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit "A":

- From General Commercial (GC) to Mixed-Use (MU).

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.

ADOPTED this 19th day of July, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

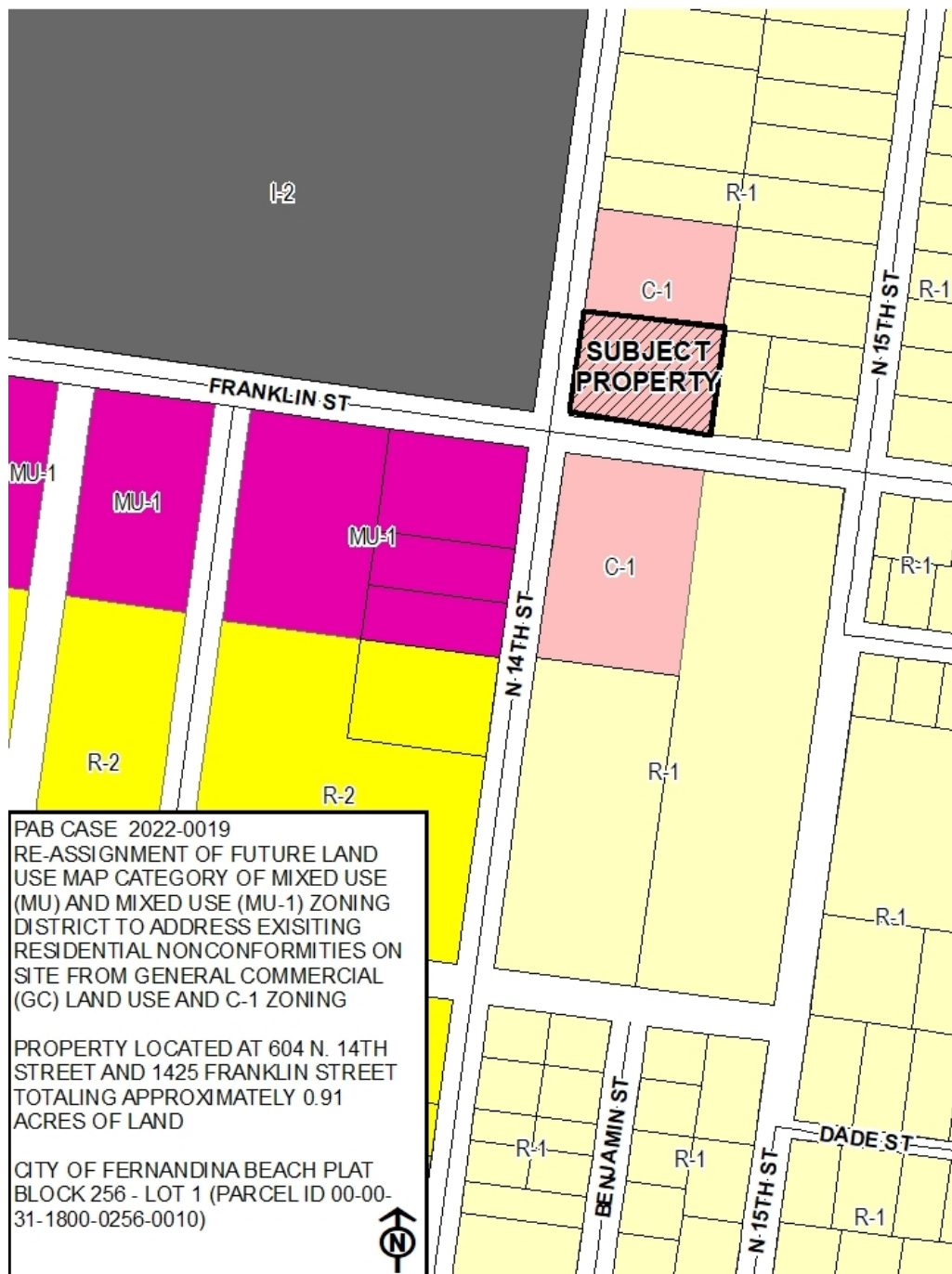
TAMMI E. BACH
City Attorney

Date of First Reading: July 19, 2022
Date of Second Reading/Final Hearing:
Date of Publication:

ORDINANCE 2022-17

EXHIBIT A

PROPERTIES LOCATED AT 604 NORTH 14TH STREET AND 1425 FRANKLIN STREET
TOTALING .91 ACRES OF LAND ASSIGNMENT OF THE FUTURE LAND USE
CATEGORY OF MIXED USE (MU) AND ZONING DISTRICT OF MIXED USE (MU-1).





**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MAY 11, 2022**

1. CALL TO ORDER 5:00

2. ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Brandy Carvalho

OTHERS PRESENT:

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

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MEETING MINUTES

4.1 Approval of Minutes for the March 9, 2022, Regular Meeting.

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

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

4.2 Approval of Minutes from the April 13, 2022, Regular Meeting.

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

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

5. OLD BUSINESS

There were no Old Business items to discuss.

6. NEW BUSINESS

6.1 **PAB 2022-0019 - TERESA PRINCE, TOMASSETTI + PRINCE, AGENT FOR AMELIA ISLAND LLC, REQUEST FOR FUTURE LAND USE MAP (FLUM) AMENDMENT FROM COMMERCIAL TO MIXED USE AND ZONING MAP AMENDMENT CHANGE FROM C-1 COMMUNITY COMMERCIAL TO MU-1 MIXED USE:**
604 N. 14th Street, 1425 Franklin Street

Ms. Forehand presented the staff analysis and recommendations which included a Future Land Use of Mixed-use and a Zoning Designation of MU-1.

Board members discussed the potential increase in density with a change to MU-1.

Teresa Prince, 406 Ash St., agent for the applicant provided the Board with a brief presentation of the request.

Victoria Green, 631 N. 15th St., spoke against the requested zoning amendment.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Minshew to recommend denial of PAB case 2022-0019 to the City Commission; AND that PAB case 2022-0019 as presented is not 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 voice vote, and being all ayes, carried.

7. BOARD BUSINESS

7.1 Vision 2045 (Prepared for May 17, 2022, City Commission Agenda)

Ms. Gibson reminded the Board that this final document will be presented to the Commission next week.

7.2 Resilient Florida Grant Update and Next Steps (Presentation at Meeting)

Ms. Gibson stated that the city was awarded a grant that will support a vulnerability assessment.

7.3 LDC Restructuring/ Format Changes (Staff Presentation)

Ms. Forehand provided the Board with an overview of key goals and benefits of a proposed LDC Restructuring.

7.4 Minor LDC Changes for Board Consideration at June Regular PAB Meeting (Staff Presentation at Meeting)

Ms. Gibson provided the Board with an overview of proposed LDC text amendments that will come before the Board for review in June.

8. STAFF REPORT

Ms. Gibson stated that the Planning Department will be hosting an intern this summer.

9. PUBLIC COMMENT

Margaret Kirkland, 1377 Plantation Point Drive, thanked staff for their efforts put into the Vision 2045 plan.

10. ADJOURNMENT 6:22



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APPLICATION FOR SMALL- SCALE AMENDMENT TO THE FUTURE LAND USE MAP & ZONING CHANGE REQUEST

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Amelia Island LLC				
AGENT:	Teresa Prince, Tomassetti & Prince				
REQUESTED ACTION:	Small Scale Future Land Use Map Change and Zoning Map Change				
LOCATION:	604 N. 14 th Street/1425 Franklin Street				
CURRENT LAND USE + ZONING:	General Commercial (GC) and General Commercial (C-1)				
PROPOSED LAND USE + ZONING:	Mixed-Use (MU) and Mixed-Use (MU-1)				
EXISTING USES ON SITE:	604 N. 14th Street: Existing commercial structure totaling approximately 5,320 ft ² Year Built: Circa 1925 1425 Franklin Street: Existing nonconforming SF Home totaling approximately 2,557 ft ² Year Built: Circa 1925 Two nonconforming ancillary structures				
PROPERTY SIZE:	Totaling 0.91 Acres Parcel ID #: 00-00-31-1800-0256-0010				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
00-00-31-1800-0256-0020	North	Office/Residential Rentals	1945 AND 1980	C-1	General Commercial (GC)
00-00-31-1800-0257-0040	South	Vacant	N/A	C-1/R-1	General Commercial (GC)/Low Density Residential (LDR)
00-00-31-1800-0256-0102	East	Single Family Home	Est. 1949	R-1	Low Density Residential (LDR)
00-00-31-1860-000-0000	West	Heavy Manufacturing (West Rock)	N/A	I-2	Industrial (IND)

*** 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 and at the Department of Planning and Conservation Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant, Amelia Island LLC, and Teresa Prince, Tomassetti & Prince have requested a small-scale Future Land Use Map amendment and zoning change from the General Commercial (GC) land use, and C-1 (General Commercial) zoning designation to Mixed-Use (MU) land use, and MU-1 (Mixed-Use) zoning designation for property located at 604 N. 14th Street and 1425 Franklin Street as depicted in **EXHIBIT A**.

The action is requested to correct the existing residential non-conforming use of the property where a single-family home along with a commercial office/warehouse have existed since approximately 1925 (according to information found on the Nassau County Property Appraiser's Website). The property at 1425 Franklin Street has retained its single-family home use as a grandfathered use. In December of 2020, the property owners and agent came before the City's Technical Review Committee to determine the financial feasibility of bringing the site into compliance. Several nonconforming issues were discussed including parking, dumpster screening, and setbacks. Currently there are two nonconforming ancillary structures on the site. These structures are



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nonconforming with regards to placement and footprint. In order to make this property conforming, a land use and zoning designation which contains residential density must be applied to the site. It is also important to note that the adjacent parcel to the north is also nonconforming with regards to residential density and contains several residential units and office space within C-1 General Commercial. These structures have also existed since approximately 1945 (according to information found on the Nassau County Property Appraiser's Website).

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.01.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

AND

Policy 4.01.01. The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	Policy 4.01.02 <i>All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.</i>
Potable Water Facilities	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services	240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
Police and Law Enforcement Services	Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

The existing land use and zoning (General Commercial) of these properties does not permit any residential dwelling units. Under the proposed request of Mixed-Use (MU-1), 8 dwelling units per acre are supported with a minimum lot width of 50'. The property size at 172' X 230' will allow for development potential of up to eight (8) residential units.

The City has seven public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, Solid Waste, Fire-Rescue Services and Police and Law Enforcement Services. A determination of the impact of the proposed land use and zoning change must assess the net increase in development potential. The applicant has not provided a site plan as part of their application materials. A site plan is not required for Future Land Use



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Map change or zoning assignment request. All public facilities and services are currently available to the development and each service is able to maintain or exceed its level of service standards as required by Policies 1.01.02, 4.01.01 and 4.01.02. All levels of service will again be evaluated at the time that a development proposal is made through the Technical Review Committee.

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as:

- a. No Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
- b. No Areas of urban development or uses which fail to maximize the use of existing public facilities;**
- c. No Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
- d. No Leapfrog/scattered development or ribbon/strip commercial development patterns.**

The applicant's requested land use of Mixed Use (MU) and MU-1 zoning achieves compliance with the direction provided in policy statement 1.02.03, specifically subsections a and b. The requested MU land use/ MU-1 zoning serves to create a transitional zoning district between the more intensive heavy manufacturing (WestRock) permitted in the Industrial (IND)/ I-2 properties to the west and the established residential homes to the east. The proposed land use and zoning is consistent with the City's established Future Land Use Map for properties along Franklin Street.

1.02.04. Decisions on amendments to the FLUM shall be based on an analysis of the suitability and compatibility of the proposed use, based on the following factors:

- a. Type and density or intensity of surrounding uses;**
- b. Zoning districts in the surrounding area;**
- c. Demonstration of adequate water supply and water supply facilities;**
- d. Appropriateness of the size of the parcel compared to the proposed use;**
- e. Physical condition of the site, and the suitability of soils and topography for the proposed use;**
- f. Suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, flood zones, or historic resources;**
- g. Compatibility factors;**
- h. Impact on adopted levels of service standards and quality of service standards; and**
- i. Location in a Coastal Upland Protection Zone (CUPZ).**

The requested action is consistent with the surrounding area density and intensity. The property is not located within the CUPZ. Adequate water and facilities are available to serve the property. The requested action meets all compatibility and suitability indicators described in Policy 1.02.04 and as depicted in **EXHIBIT B**.

Policy 1.02.08.

Stable or established residential areas shall be protected from encroachment by incompatible development by establishing and increasing the amount of mixed use transitional areas. This policy does not preclude necessary community facilities from locating within residential areas when such activities satisfy the criteria established in the City's comprehensive plan and land development regulations.



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The applicant's request for assignment of the Mixed Use (MU) future land use category for the subject property serves to accomplish the intent of this policy statement. By definition of the land use category requested, Mixed Use (MU) allows for a transitional urban development pattern. The requested action meets the intent of policy statement 1.02.08 by establishing a down-zoning between the Industrial (IND) land uses to the west and the established Low Density Residential (LDR) land uses to the east. The requested Mixed Use (MU) land use category provides for a range of commercial uses which are less intensive than would be permissible under the General Commercial (GC) designation, while allowing for a residential density at the same level as established for the Mixed-Use (MU) properties at no greater than 8 dwelling units per acre.

Policy 1.02.09.

The City shall provide for the orderly transition of incompatible uses. Where infeasible to separate incompatible uses then, buffering and mixed use transition areas shall be required to promote a smooth land use transition. Any potential adverse impacts caused by incompatible land uses located adjacent to each other shall be minimized by drought tolerant and native landscaping, low impact development strategies and buffer requirements.

The applicant's request for assignment of the Mixed Use (MU) future land use category for the subject property serves to accomplish the intent of this policy statement. The existing land use and zoning under General Commercial of the subject property is not compatible with the adjoining residential properties to the east. The requested action provides a down-zoning transition land use from the industrial properties west of the subject property to the adjoining residential areas located to the east.

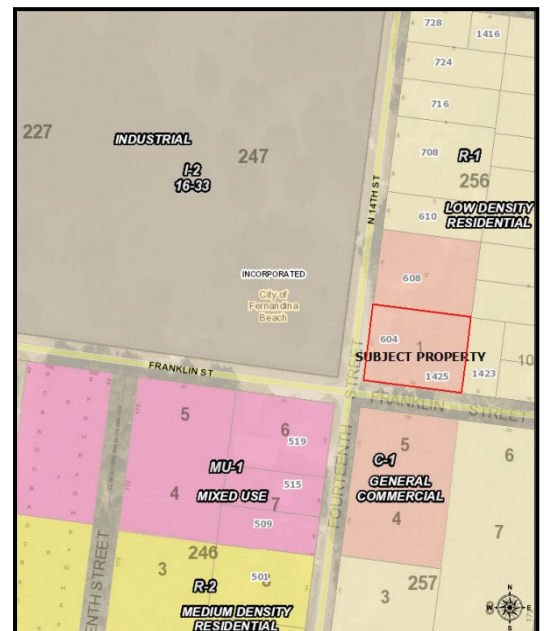
Policy 1.07.07.

Mixed Use (MU)

- This land use category is designed to accommodate medical, business, and professional offices; personal service establishments with limited inventory of goods; neighborhood commercial uses; and customary accessory uses, which are subordinate and incidental to the principal office or limited commercial use.
- Single-family and multi-family residential units are allowed in this land category.
- This designation is not intended for manufacturing.
- Mixed uses, either "stand alone" or in mixed residential and business use structures, may occur throughout the area designated for MU on the FLUM through the assignment of zoning districts for residential uses, limited commercial uses, and office uses, as well as the use of the PUD overlay.
- The maximum density for residential development within the MU land use category is eight (8) units per acre. The intensity of non-residential development in the MU land use category shall not exceed a FAR of 1.0.
- In the application of zoning districts within the ORMU category, the City shall ensure that proposed zoning districts are compatible with each other and with adjacent zoning districts and land uses.

The existing land use and zoning (General Commercial (C-1) of these properties does not permit any residential dwelling units. The Mixed Use (MU) land use/ MU-1 zoning supports eight (8) dwelling units per acres. Although the applicant has not stated any intent to redevelop the site, the entire subject property must be analyzed for its

Franklin Street Mixed Use Pattern





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full future development potential under the requested land use. The land area (including half of the adjoining rights- of way) totals 44,720 square feet. The minimum land area necessary to support a dwelling unit at 8 units per acre is 5,445 square feet. The total land area divided by the minimum land area per dwelling unit accommodates up to a potential eight (8) dwelling units.

The intensity of non-residential development is limited by a Floor Area Ratio (FAR) of 1.0 within the Mixed Use (MU) land use category. The General Commercial (GC) category limits the FAR to 1.50. The total land area of the subject property equals 39,560 square feet. Under the requested Mixed Use land use category the FAR limits the total amount of non-residential (office/retail, etc.) space to no greater than 39,560. The proposed change would reduce the total amount of non-residential space by 19,780 square feet on the subject property. The existing commercial structure totals 5,320 square feet on the property. Non-residential uses permissible within the Mixed Use category are defined within the Land Development Code (Table 2.03.02) to uses consistent with the policy direction provided in 1.07.07(1). Development standards and permissible building types specific to the MU-1 zoning district are provided in several Chapters and Sections of the Land Development Code and as generally described in the following paragraphs.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE: _____

The requested Mixed Use, MU-1 zoning provides for a mix of residential and non-residential uses. Permissible uses are provided in Table 2.03.02 of the Land Development Code (LDC).

Table 2.03.02 - Table of Land Uses

The following land uses are permissible, subject to compliance with the standards of the MU-1 zoning district. Additional standards for Commerce Parks, Large Scale Commercial Development, and Telecommunication Towers are applicable and are located in Chapter 6.

The applicant's requested zoning district of MU-1 (Mixed Use) would correct the existing residential nonconformity of the subject site and remove several uses as permissible under the current General Commercial (GC) zoning district.

Design Standards for the MU-1 Zoning District

In addition to the permissible uses allowable for the subject property, development of the site is limited to the design parameters and building types as defined in Chapter 4 of the LDC. In addition to site design standards the City maintains requirements for installation of infrastructure (Chapter 7), parking (Chapter 7), parking design (Chapter 7 and Chapter 4), stormwater management (Chapter 7), minimum landscaping (Chapter 4), tree protection (Chapter 4), and signage or accessory structures (Chapter 5).

The MU-1 site design standards are depicted in the following tables. Any proposed development of the subject property must demonstrate compliance with the standards for the district and is reviewed by the City's Technical Review Committee for compliance. Staff has not received any proposed development plans as part of the applicant's request for a land use and zoning change. Development plans are not a requirement for consideration of the requested action.

Table 4.01.01. - Density and Housing Types in Base Zoning Districts.

Zoning District	Maximum Gross Density (dwelling units per acre)	Permissible Housing Types
MU-1	8.0	Single-family detached Duplex structures Triplex structures



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		Townhouses Mixed Use
--	--	-------------------------

Table 4.02.01(J). - Design Standards for Lots.

Zoning District	Minimum Lot Width (ft.)	Maximum Impervious Surface Ratio for Lots (%)	Maximum Floor Area Ratio for Lots (%)
MU-1	50	60	50

Table 4.02.03(E). - Standards for Building Heights and Setbacks.

Zoning District	Maximum Building Height (ft.)¹	Minimum Setback			
		Front (ft.)	Side²	Rear (ft.)	Corner Lot (side abutting street) (ft.)³
MU-1	35	None	None ⁴	10	10

Notes:

¹A building on any lot within 800 feet of the mean high water line of the Atlantic Ocean shall not exceed thirty-five (35) feet in height.

² Each side yard setback shall be increased by one-half (1/2) foot for each one (1) foot, or fraction thereof, of building heights above twenty-five (25) feet.

³Buildings shall not encroach into the required clear visibility triangle at intersections, as set forth in Section 7.01.08.

⁴Where access is provided from an alley or public street to the rear of the principal building, no side yard setback is required. Where such access is not available, one (1) side yard shall be a minimum of ten (10) feet. Any other side yard shall have a minimum side yard setback of zero (0) feet.

Section 2.01.09 of the LDC states the intent of the MU-1, Mixed Use, zoning classification.

The MU-1 District is intended for the development of a combination of residential, office, and limited neighborhood commercial uses. The Mixed Use District encourages well-planned development and redevelopment of areas that feature compatible, interrelated uses including single-family and multi-family residential units; medical, business, and professional offices; personal service establishments with limited inventory of goods; and limited neighborhood commercial uses.

The subject property is capable of meeting the intent of the MU-1 zoning district. Assignment of this zoning district to the site would enable the property to deliver well-planned development compatible with the surrounding area.

CONCLUSION:

Staff finds the requested action to be consistent with the Comprehensive Plan and Land Development Code.

The application of the Mixed-Use Future Land Use Map (FLUM) category and MU-1 zoning district is appropriate on the subject property. An orderly transition from the industrial properties to the west and residential properties to the east is established by approving the applicant's request along with correcting the existing residential nonconformity. The Mixed-Use category enables a development scenario that serves to meet



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the needs of the City by allowing greater flexibility in design to accommodate housing types in a work/live built configuration along a primary arterial road near the City's urban core.

Allowing the Mixed Use FLUM category and MU-1 zoning district on the subject property is consistent with the established pattern for properties along Franklin Street. Approval of the applicant's request also removes the range of permissible uses allowable under the General Commercial (C-1) zoning category that are inappropriate for the adjoining residential neighborhood. Therefore, staff recommends approval of the applicant's request for assignment of Mixed Use (MU) Future Land Use Map category and MU-1 zoning district for the subject property.

MOTIONS TO CONSIDER

I move to recommend (approval or denial) of PAB case number 2022-19 to the City Commission requesting a Future Land Use Map assignment of Mixed-Use land use and MU-1 zoning from General Commercial use and C-1 zoning, as described and that PAB case 2022-19 as presented, (is or is not) sufficiently compliant with applicable Florida Statutes, Comprehensive Plan and Land Development Code to be approved at this time.

Respectfully submitted,

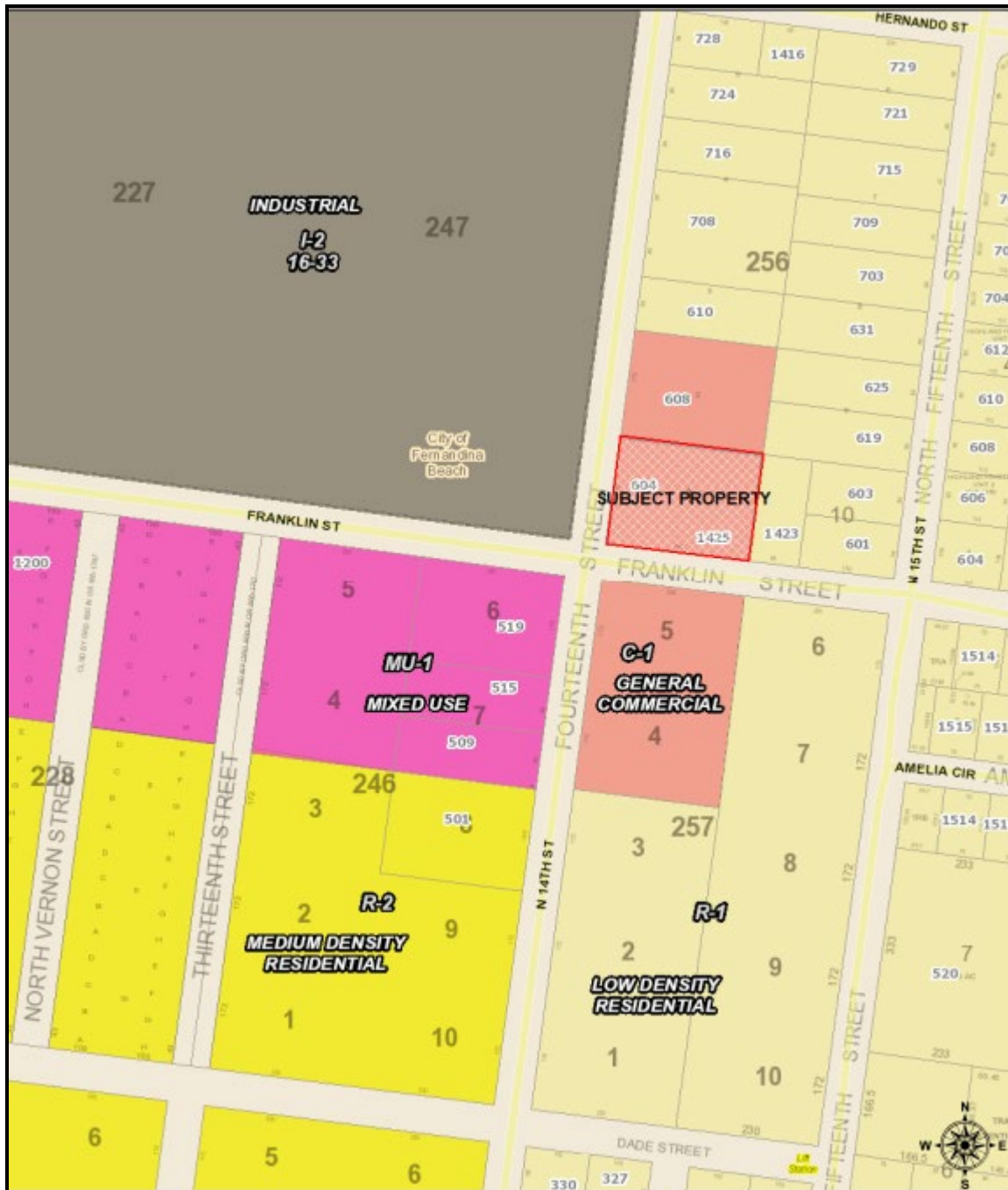
A handwritten signature in blue ink, appearing to read "Daphne Forehand".

Daphne Forehand
Planner I



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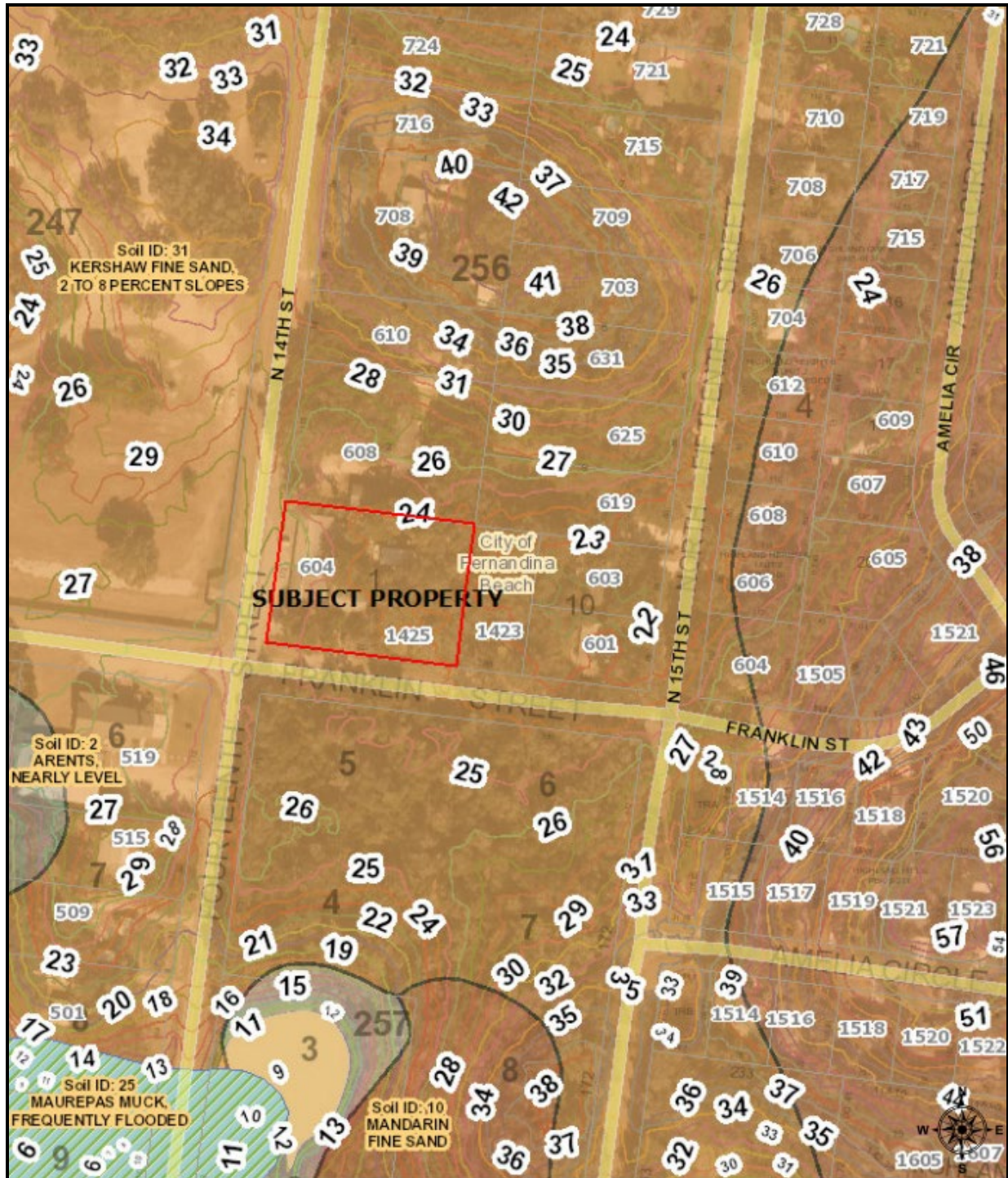
EXHIBIT A





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EXHIBIT B



Print

Planning Advisory Board (PAB) - Submission #8954

Date Submitted: 3/30/2022

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.



Zoning Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)



Land Use Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)



LDC Text Amendment (\$1,500)



Comp Plan Amendment (\$5,000)



Subdivision Plat " Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)



Subdivision Plat " Final (\$1,500)



Vacation of R.O.W. (\$3,500)



Small Cell Outside R.O.W. (per application) (\$500)



Voluntary Annexation (\$2,000)



Development of Regional Impact: Amend Development Order (\$1,500)



New Telecommunications Structure (\$2,000)



Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

pab 2022



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:



LDC Text Amendment “ see LDC Section 11.01.08.



Preliminary Subdivision Plat “ see LDC Section 11.01.05.



Final Subdivision Plat “ LDC Section 11.01.05.



Zoning Map Changes “ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements



A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board’s public hearing;



Proof of Ownership (copy of deed or tax statement);



A current survey of the property (no older than two years);



If applying as an agent, Owner’s Authorization for Agent Representation form needs to be signed/ notarized and included in application;



A detailed letter of intent stating the following:



o The consistency of the proposed amendment(s) or action(s) with the City’s Comprehensive Plan.



o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

1/14/2022

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiser’s Website’s Map Search

Site Address*

City*

State*

Zip*

Parcel ID #(s)*

Lot*

Block*

Subdivision*

Zoning District*

C-1

Future Land Use Designation*

General Commercial

REVIEW TYPE*

☒ Zoning Map Amendment ≤ 10 acres

☐ Zoning Map Amendment > 10 acres

☐ LDC Text Amendment

☐ Comp Plan Amendment

☐ Subdivision Plat “ Preliminary ≤ 20 units

☐ Subdivision Plat “ Preliminary > 20 units

☐ Subdivision Plat “ Final

☐ Vacation of R.O.W.

☐ Voluntary Annexation

☐ Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Last Name*

Company (if applicable)

AMELIA ISLAND LLC

Mailing Address*

960194 GATEWAY BLVD STE 101

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

9042611833

Email Address*

tprince@tpislandlaw.com

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included

First Name

Teresa

Last Name

Prince

Mailing Address

406 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

9042611833

E-mail Address

tprince@tpislandlaw.com

PROJECT INFORMATION**Previous Planning/Zoning Approvals**

CU 2005-78: Conditional Use Application by a previous owner to use subject property for auto repair shop in C-1 (staff recommendation of denial).

Summary of Request (more detailed information to be provided in required letter of intent)*

Request concerning subject property presently designated as Commercial (FLUM) and zoned C-1/Community Commercial (LDC) for rezone/FLUM amendment to reflect mixed use (FLUM) and MU-1/Mixed Use (LDC) in preparation for redevelopment as mixed commercial-residential project as well as to bring existing non-conforming use into compliance with FLUM/LDC.

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Teresa

Applicant Last Name*

Prince

Today's Date*

3/30/2022

Upload Supporting Documentation*

Ltr to Gibson.Signed.3.30.22.pdf



Upload 2

Warranty Deed.pdf

Upload 3

Carvalho.pdf

Upload 4

Combined.Owner
Authorization and
Letter.pdf

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



Law Office of

TOMASSETTI & PRINCE

Teresa L. Prince, Esq.
A. Jeffrey Tomassetti, of Counsel

March 29, 2022

VIA APPLICATION PORTAL AND EMAIL ONLY

Kelly Gibson, Planning Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
kgibson@fbfl.org

Re: Letter of Intent-604 N 14th Street

Dear Mrs. Gibson:

On behalf of this firm's client, Amelia Island, LLC ("Applicant"), I am pleased to submit the following Future Land Use Map (FLUM) Amendment and Rezoning application. The subject property (hereafter the "Property") is identified in the attached application and a legal description is also included describing the Property.

The Property is currently designated as Commercial under the City of Fernandina Beach ("City") FLUM and is zoned Community Commercial ("C-1"). The Applicant is requesting a City FLUM designation of Mixed Use and a zoning change to MU-1 zoning. It is the Applicant's desire to construct in accordance with the City's MU-1 zoning designation, which permits residential and light commercial elements.

Presently, a commercial office/warehouse is situated on the Property together with a single-family residence—a non-conforming, "grandfathered" use. Approval of the FLUM and zoning amendments will cure the "grandfathered" use on the Property. Adjoining properties are designated, zoned, and used in the following manners:

<u>Direction</u>	<u>Parcel ID</u>	<u>FLUM</u>	<u>Zoning</u>	<u>Current Use</u>
North	00-00-31-1800-0256-0020	Comm.	C-1	Small office; Residential Rentals
Northeast	00-00-31-1800-0256-0092	Low Density Residential	R-1	Single Fam. Residence
East	00-00-31-1800-0256-0102	Low Density Residential	R-1	Single Fam. Residence
South	00-00-31-1800-0257-0040	Commercial/Low Density Res.	C-1/R-1	Vacant
Southwest	00-00-31-1800-0246-0060	Mixed Use	MU-1	Church
West	00-00-31-1860-0000-0000	Industrial	I-2	Heavy manufacturing

Consequently, the Property currently serves as a *de facto* mixed-use point of transition between industrial, commercial, and low-density residential parcels, as well as a natural continuation of the Franklin Street MU-1 district given the density and intensity of that designation (see Comp Plan Policy 1.07.07). Therefore, the Property is a natural candidate for a Mixed Use FLUM designation as well as amended zoning to MU-1.

In reviewing the growth management policies outlined in the City of Fernandina Beach 2030 Comprehensive Plan the "Comp Plan"), this application for a FLUM and zoning amendment appears to comply with all the applicable policies. More specifically, this application is consistent with the stated policy of "[ensuring] compact development patterns that integrate neighborhood and commercial activities and [promoting] connectivity," see Comp Plan Policy 1.02.03. Consideration of the factors outlined in Comp Plan Policy 1.02.04--with particular attention to factors a. ("[type] and density or intensity of surrounding uses"), b. ("[zoning] districts in the surrounding area"), d. ("[appropriateness] of the size of the parcel compared to the proposed use"), and g. ("[compatibility] factors")—support a finding of suitability for a mixed-use FLUM designation. Further, this application is consistent with Comp Plan Policy 1.04.03 in that it preserves the characteristics of 14th Street as a commercial corridor in a dynamic way that is more reflective of its natural transition from commercial to residential as it leaves the central downtown business district and approaches Old Town and Egan's Creek.

This proposed rezoning and FLUM amendments present an opportunity for both the public interests of the City as well as the private landowner, which parties are both seeking to engage in thoughtful planned development with an eye toward blending contemporary non-suburban residential living with useful commercial activity in a manner appropriate for its surroundings. Granting this application also corrects an existing non-conforming use on the Property.

Thank you in advance for your thoughtful consideration of this application, and as always feel free to contact me with any questions or concerns.

Sincerely,
TOMASSETTI & PRINCE



Teresa L. Prince, for the firm

TLP/sgd
cc: Client

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE OFFICIAL MAP OR PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901) AS:

LOT ONE (1) IN BLOCK TWO HUNDRED FIFTY-SIX (256)

CERTIFIED TO:
AMELIA ISLAND, LLC

PROPERTY ADDRESS:
604 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32034

MANZIE & DRAKE
LAND SURVEYING

LOT 2

LOT 9

LOT 10

NORTH FOURTEENTH STREET
(60-FOOT RIGHT-OF-WAY)

FRANKLIN STREET
(60-FOOT RIGHT-OF-WAY)

SITE BENCHMARK

NORTH FLANGE BOLT OF FIRE HYDRANT
ELEVATION = 27.73' N.A.V.D. 1988
FIELD BOOK = X-337, PAGE 36

SURVEY NOTES:

- 1) The "Legal Description" hereon is in accord with the description provided by the client
- 2) Underground Improvements were not located or shown.
- 3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- 4) Internal lot angles shown hereon are based on recovered monumentation.
- 5) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel "12089C 0237 G", Dated "08/02/2017". Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- 6) Site Benchmark is as shown hereon.
- 7) Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
- 8) The Reference Benchmark is a disk found on a concrete monument stamped "NAS 13 1984 BSM". (Elevation = 26.53')

LEGEND

A/C = AIR CONDITIONER
CL = CENTERLINE
CONCRETE FLATWORK
WOOD FENCE
WOOD FLATWORK
WOOD POWER POLE
F.F.E. = FINISHED FLOOR ELEVATION

TREE LEGEND

CDR = CEDAR TREE
HB = HACKBERRY TREE
PM = PALM TREE
O = OAK TREE
MAG = MAGNOLIA TREE

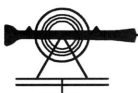
TREE DISCLAIMER:

NUMBER OF TREES SHOWN ON SURVEY: 58

SPECIES OF TREES HAVE BEEN IDENTIFIED TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER MANZIE & DRAKE LAND SURVEYING WILL ASSUME NO LIABILITY, EXPRESSED OR IMPLIED, FOR THE CORRECTNESS OF SAID SPECIES IDENTIFICATION.

TREES HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE UNDER CURRENT CONDITIONS AND HAVE A POSITIONAL TOLERANCE OF APPROXIMATELY 2 TO 3 FEET. CRITICAL TREES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



Manzie & Drake Land Surveying

117 South Ninth Street, Fernandina Beach, FL 32034

(904) 491-5700 www.ManzieAndDrake.com

Certificate of Authorization Number "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE,
SET YOUR SITES ON US."

SCALE: 1"=30' JOB NO: 14192 DATE: 04/20/2021 CADD: LP

F.B. NO: X-337 PAGE NO: 36 FIELD CREW: GS FILE NO: A-232-A

MICHAEL A. MANZIE, P.L.S. 4069

4/26/21

Prepared by:
Andrea F. Lennon, P.A.
961687 Gateway Blvd. Suite 101L
Amelia Island, Florida 32034

File Number: 15-107

General Warranty Deed

Made this April 30, 2015 A.D. By Karl Alfred Weilbacher Jr. and Gail Caroline Weilbacher, husband and wife, whose post office address is: 10121 CR 44, Leesburg, FL 34788, hereinafter called the grantor, to Amelia Island, LLC, a Florida Limited Liability Company, whose post office address is: 960194 Gateway Boulevard Suite 101, Amelia Island, Florida 32034, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Nassau County, Florida, viz:

All that certain lot, piece or parcel of land situate, lying and being in the City of Fernandina Beach, (formerly named Fernandina), County of Nassau and State of Florida and being further described according to the official map or plat of said City (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida Town Improvement Company in 1887 and 1901) as:

Lot One (1) in Block Two Hundred Fifty-six (256).

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 000031180002560010

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2014.

Prepared by:

Andrea F. Lennon, P.A.

961687 Gateway Blvd. Suite 101L

Amelia Island, Florida 32034

File Number: 15-107

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

James Caserta
Witness
Printed Name: JAMES CASERTA

Andrea F. Lennon
Witness
Printed Name: Andrea F. Lennon

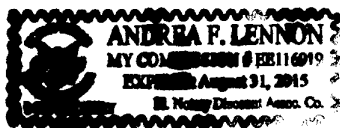
Karl Alfred Weilbacher Jr. (Seal)
Karl Alfred Weilbacher Jr.

Gail Caroline Weilbacher (Seal)
Gail Caroline Weilbacher

State of Florida

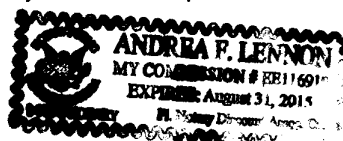
County of Nassau

The foregoing instrument was acknowledged before me this 29th day of April, 2015, by Karl Alfred Weilbacher Jr. and Gail Caroline Weilbacher, husband and wife who have produced drivers license as identification.



Andrea F. Lennon
Notary Public
Print Name: Andrea F. Lennon

My Commission Expires:





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Robert Carvalho, as Manager of Amelia Island, LLC
(print name of property owner(s))

hereby authorize: Teresa Prince, Esq. of Tomassetti and Prince
(print name of agent)

to represent me/us in processing an application for: Rezoning and FLUM Amendment
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

[Signature]
(Signature of owner)

(Signature of owner)

Robert Carvalho, as Manager of Amelia Island, LLC
(Print name of owner)

(Print name of owner)

STATE OF FLORIDA

COUNTY OF NASSAU

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 27 day
of January, 20 22, by Robert Carvalho.

[Signature]
Notary Public

Charlotte Padfield
Printed Name

8/8/25
My Commission Expires

Personally Known _____ OR Produced Identification X ID Produced: Driver License



CHARLOTTE C. PADFIELD
Notary Public
State of Florida
Comm# HH162415
Expires 8/8/2025

Amelia Island, LLC

1/25/2022

To whom it may concern:

The undersigned is a manager and authorized person for Amelia Island, LLC (the "Company") vested with the power to act on behalf of the company with respect to all land use issues affecting the property commonly known as 604 14TH ST N, Parcel Number 00-00-31-1800-0256-0010 in Nassau County, Florida.

Further, the law firm of Tomasetti & Prince is authorized to act on behalf of the Company with respect to applications for rezoning and amendment to FLUM designation for the above-described property.

Sincerely,



Robert Carvalho
Manager for Amelia Island, LLC

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2022-18
(Quasi-Judicial) Zoning Map Change- 604 N. 14th Street/1425 Franklin Street

ITEM TYPE: Ordinance (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2022-18 at First Reading.

SYNOPSIS: The applicant is requesting assignment of Mixed-Use Future Land Use Map designation and a MU-1 zoning district for approximately 0.91 acres of land located at 604 N. 14th Street / 1425 Franklin Street. The Planning Advisory Board, at its May 11, 2022, meeting, issued a recommendation of denial.

FISCAL IMPACT: Fiscal impact will be based upon proposed future development (number of sites and structures, infrastructure construction and maintenance, etc.).

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S): No additional comments.

Kelly Gibson, Planning Director	7/5/2022
Monica Benischeck, Administrative Services Manager	7/6/2022
Katie Newton, Legal Assistant	7/8/2022
Pauline Testagrose, Comptroller	7/9/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

Date: June 22, 2022

Submitted By: Monica Benischeck, Administrative Services Manager

COMMISSION ACTION: Adopt

ORDINANCE 2022-18

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REASSIGNING A ZONING DISTRICT OF MU-1 (MIXED-USE) FROM COMMUNITY COMMERCIAL (C-1) FOR 0.91 ACRES OF LAND LOCATED AT 604 NORTH 14TH STREET AND 1425 FRANKLIN STREET. PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed and held a public hearing on May 11, 2022 and issued a recommendation of denial; 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 April 29, 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. The properties identified for this change of the Zoning Map from City of Fernandina Beach Community Commercial (C-1) to Mixed-Use (MU-1) 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 and attached hereto as Exhibit "A":

- Community Commercial (C-1) to Mixed-Use (MU-1).

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 __ day of August, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

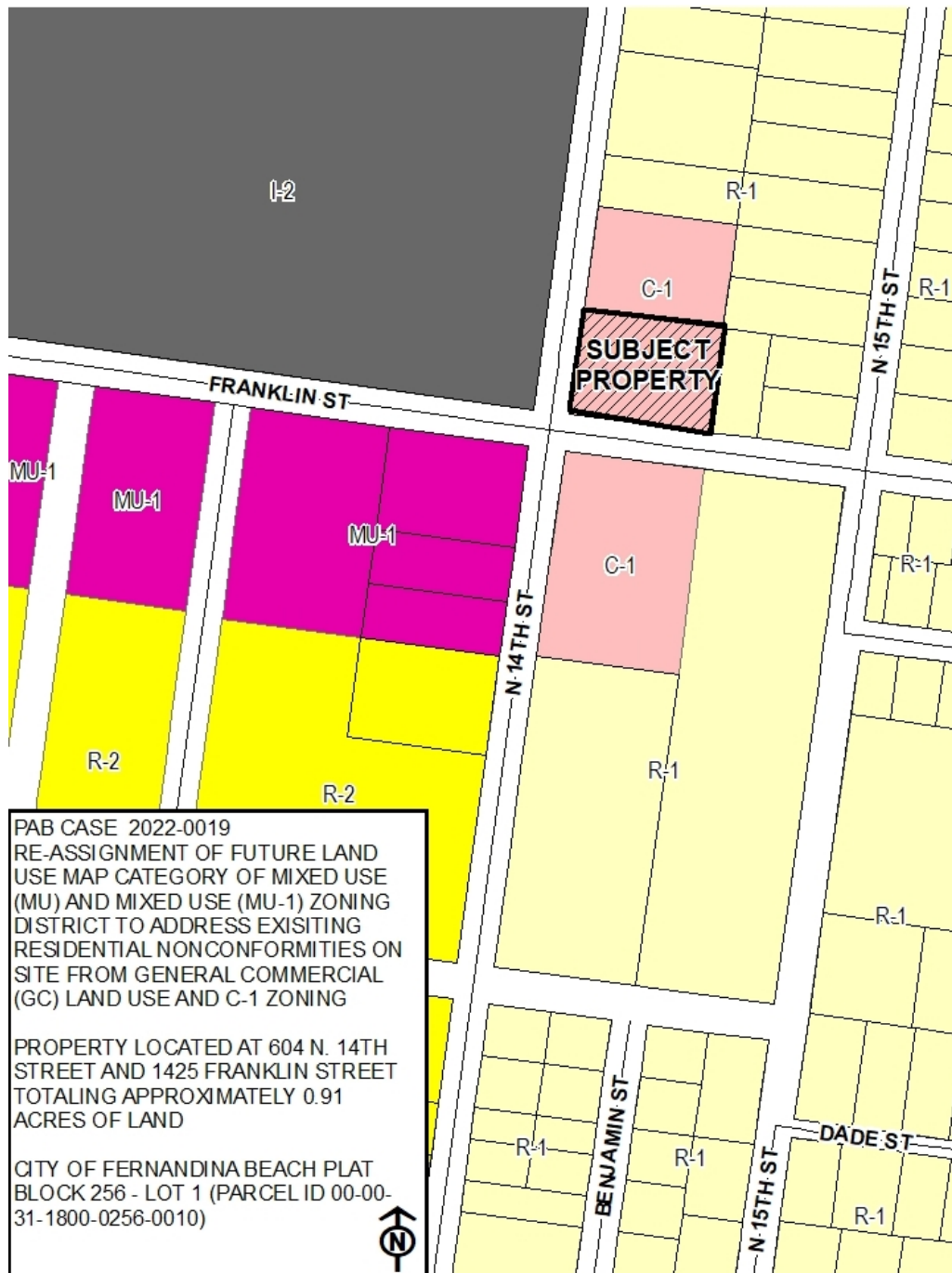
TAMMI E. BACH
City Attorney

Date of First Reading: July 19, 2022
Date of Second Reading/Final Hearing:
Date of Publication:

ORDINANCE 2022-18

EXHIBIT A

PROPERTIES LOCATED AT 604 NORTH 14TH STREET AND 1425 FRANKLIN STREET
TOTALING .91 ACRES OF LAND ASSIGNMENT OF THE FUTURE LAND USE
CATEGORY OF MIXED USE (MU) AND ZONING DISTRICT OF MIXED USE (MU-1).





**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MAY 11, 2022**

1. CALL TO ORDER 5:00

2. ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Brandy Carvalho

OTHERS PRESENT:

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

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MEETING MINUTES

4.1 Approval of Minutes for the March 9, 2022, Regular Meeting.

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

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

4.2 Approval of Minutes from the April 13, 2022, Regular Meeting.

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

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

5. OLD BUSINESS

There were no Old Business items to discuss.

6. NEW BUSINESS

6.1 **PAB 2022-0019 - TERESA PRINCE, TOMASSETTI + PRINCE, AGENT FOR AMELIA ISLAND LLC, REQUEST FOR FUTURE LAND USE MAP (FLUM) AMENDMENT FROM COMMERCIAL TO MIXED USE AND ZONING MAP AMENDMENT CHANGE FROM C-1 COMMUNITY COMMERCIAL TO MU-1 MIXED USE:**
604 N. 14th Street, 1425 Franklin Street

Ms. Forehand presented the staff analysis and recommendations which included a Future Land Use of Mixed-use and a Zoning Designation of MU-1.

Board members discussed the potential increase in density with a change to MU-1.

Teresa Prince, 406 Ash St., agent for the applicant provided the Board with a brief presentation of the request.

Victoria Green, 631 N. 15th St., spoke against the requested zoning amendment.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Minshew to recommend denial of PAB case 2022-0019 to the City Commission; AND that PAB case 2022-0019 as presented is not 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 voice vote, and being all ayes, carried.

7. BOARD BUSINESS

7.1 Vision 2045 (Prepared for May 17, 2022, City Commission Agenda)

Ms. Gibson reminded the Board that this final document will be presented to the Commission next week.

7.2 Resilient Florida Grant Update and Next Steps (Presentation at Meeting)

Ms. Gibson stated that the city was awarded a grant that will support a vulnerability assessment.

7.3 LDC Restructuring/ Format Changes (Staff Presentation)

Ms. Forehand provided the Board with an overview of key goals and benefits of a proposed LDC Restructuring.

7.4 Minor LDC Changes for Board Consideration at June Regular PAB Meeting (Staff Presentation at Meeting)

Ms. Gibson provided the Board with an overview of proposed LDC text amendments that will come before the Board for review in June.

8. STAFF REPORT

Ms. Gibson stated that the Planning Department will be hosting an intern this summer.

9. PUBLIC COMMENT

Margaret Kirkland, 1377 Plantation Point Drive, thanked staff for their efforts put into the Vision 2045 plan.

10. ADJOURNMENT 6:22



STAFF REPORT
PAB (LU/CZ) 2022-0019
Planning Advisory Board Hearing
May 11, 2022

APPLICATION FOR SMALL- SCALE AMENDMENT TO THE FUTURE LAND USE MAP & ZONING CHANGE REQUEST

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Amelia Island LLC				
AGENT:	Teresa Prince, Tomassetti & Prince				
REQUESTED ACTION:	Small Scale Future Land Use Map Change and Zoning Map Change				
LOCATION:	604 N. 14 th Street/1425 Franklin Street				
CURRENT LAND USE + ZONING:	General Commercial (GC) and General Commercial (C-1)				
PROPOSED LAND USE + ZONING:	Mixed-Use (MU) and Mixed-Use (MU-1)				
EXISTING USES ON SITE:	604 N. 14th Street: Existing commercial structure totaling approximately 5,320 ft ² Year Built: Circa 1925 1425 Franklin Street: Existing nonconforming SF Home totaling approximately 2,557 ft ² Year Built: Circa 1925 Two nonconforming ancillary structures				
PROPERTY SIZE:	Totaling 0.91 Acres Parcel ID #: 00-00-31-1800-0256-0010				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
00-00-31-1800-0256-0020	North	Office/Residential Rentals	1945 AND 1980	C-1	General Commercial (GC)
00-00-31-1800-0257-0040	South	Vacant	N/A	C-1/R-1	General Commercial (GC)/Low Density Residential (LDR)
00-00-31-1800-0256-0102	East	Single Family Home	Est. 1949	R-1	Low Density Residential (LDR)
00-00-31-1860-000-0000	West	Heavy Manufacturing (West Rock)	N/A	I-2	Industrial (IND)

*** 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 and at the Department of Planning and Conservation Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant, Amelia Island LLC, and Teresa Prince, Tomassetti & Prince have requested a small-scale Future Land Use Map amendment and zoning change from the General Commercial (GC) land use, and C-1 (General Commercial) zoning designation to Mixed-Use (MU) land use, and MU-1 (Mixed-Use) zoning designation for property located at 604 N. 14th Street and 1425 Franklin Street as depicted in **EXHIBIT A**.

The action is requested to correct the existing residential non-conforming use of the property where a single-family home along with a commercial office/warehouse have existed since approximately 1925 (according to information found on the Nassau County Property Appraiser's Website). The property at 1425 Franklin Street has retained its single-family home use as a grandfathered use. In December of 2020, the property owners and agent came before the City's Technical Review Committee to determine the financial feasibility of bringing the site into compliance. Several nonconforming issues were discussed including parking, dumpster screening, and setbacks. Currently there are two nonconforming ancillary structures on the site. These structures are



**STAFF REPORT
PAB (LU/CZ) 2022-0019
Planning Advisory Board Hearing
May 11, 2022**

nonconforming with regards to placement and footprint. In order to make this property conforming, a land use and zoning designation which contains residential density must be applied to the site. It is also important to note that the adjacent parcel to the north is also nonconforming with regards to residential density and contains several residential units and office space within C-1 General Commercial. These structures have also existed since approximately 1945 (according to information found on the Nassau County Property Appraiser's Website).

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.01.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

AND

Policy 4.01.01. The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	Policy 4.01.02 <i>All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.</i>
Potable Water Facilities	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services	240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
Police and Law Enforcement Services	Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

The existing land use and zoning (General Commercial) of these properties does not permit any residential dwelling units. Under the proposed request of Mixed-Use (MU-1), 8 dwelling units per acre are supported with a minimum lot width of 50'. The property size at 172' X 230' will allow for development potential of up to eight (8) residential units.

The City has seven public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, Solid Waste, Fire-Rescue Services and Police and Law Enforcement Services. A determination of the impact of the proposed land use and zoning change must assess the net increase in development potential. The applicant has not provided a site plan as part of their application materials. A site plan is not required for Future Land Use



**STAFF REPORT
PAB (LU/CZ) 2022-0019
Planning Advisory Board Hearing
May 11, 2022**

Map change or zoning assignment request. All public facilities and services are currently available to the development and each service is able to maintain or exceed its level of service standards as required by Policies 1.01.02, 4.01.01 and 4.01.02. All levels of service will again be evaluated at the time that a development proposal is made through the Technical Review Committee.

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as:

- a. No Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
- b. No Areas of urban development or uses which fail to maximize the use of existing public facilities;**
- c. No Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
- d. No Leapfrog/scattered development or ribbon/strip commercial development patterns.**

The applicant's requested land use of Mixed Use (MU) and MU-1 zoning achieves compliance with the direction provided in policy statement 1.02.03, specifically subsections a and b. The requested MU land use/ MU-1 zoning serves to create a transitional zoning district between the more intensive heavy manufacturing (WestRock) permitted in the Industrial (IND)/ I-2 properties to the west and the established residential homes to the east. The proposed land use and zoning is consistent with the City's established Future Land Use Map for properties along Franklin Street.

1.02.04. Decisions on amendments to the FLUM shall be based on an analysis of the suitability and compatibility of the proposed use, based on the following factors:

- a. Type and density or intensity of surrounding uses;**
- b. Zoning districts in the surrounding area;**
- c. Demonstration of adequate water supply and water supply facilities;**
- d. Appropriateness of the size of the parcel compared to the proposed use;**
- e. Physical condition of the site, and the suitability of soils and topography for the proposed use;**
- f. Suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, flood zones, or historic resources;**
- g. Compatibility factors;**
- h. Impact on adopted levels of service standards and quality of service standards; and**
- i. Location in a Coastal Upland Protection Zone (CUPZ).**

The requested action is consistent with the surrounding area density and intensity. The property is not located within the CUPZ. Adequate water and facilities are available to serve the property. The requested action meets all compatibility and suitability indicators described in Policy 1.02.04 and as depicted in **EXHIBIT B**.

Policy 1.02.08.

Stable or established residential areas shall be protected from encroachment by incompatible development by establishing and increasing the amount of mixed use transitional areas. This policy does not preclude necessary community facilities from locating within residential areas when such activities satisfy the criteria established in the City's comprehensive plan and land development regulations.



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The applicant's request for assignment of the Mixed Use (MU) future land use category for the subject property serves to accomplish the intent of this policy statement. By definition of the land use category requested, Mixed Use (MU) allows for a transitional urban development pattern. The requested action meets the intent of policy statement 1.02.08 by establishing a down-zoning between the Industrial (IND) land uses to the west and the established Low Density Residential (LDR) land uses to the east. The requested Mixed Use (MU) land use category provides for a range of commercial uses which are less intensive than would be permissible under the General Commercial (GC) designation, while allowing for a residential density at the same level as established for the Mixed-Use (MU) properties at no greater than 8 dwelling units per acre.

Policy 1.02.09.

The City shall provide for the orderly transition of incompatible uses. Where infeasible to separate incompatible uses then, buffering and mixed use transition areas shall be required to promote a smooth land use transition. Any potential adverse impacts caused by incompatible land uses located adjacent to each other shall be minimized by drought tolerant and native landscaping, low impact development strategies and buffer requirements.

The applicant's request for assignment of the Mixed Use (MU) future land use category for the subject property serves to accomplish the intent of this policy statement. The existing land use and zoning under General Commercial of the subject property is not compatible with the adjoining residential properties to the east. The requested action provides a down-zoning transition land use from the industrial properties west of the subject property to the adjoining residential areas located to the east.

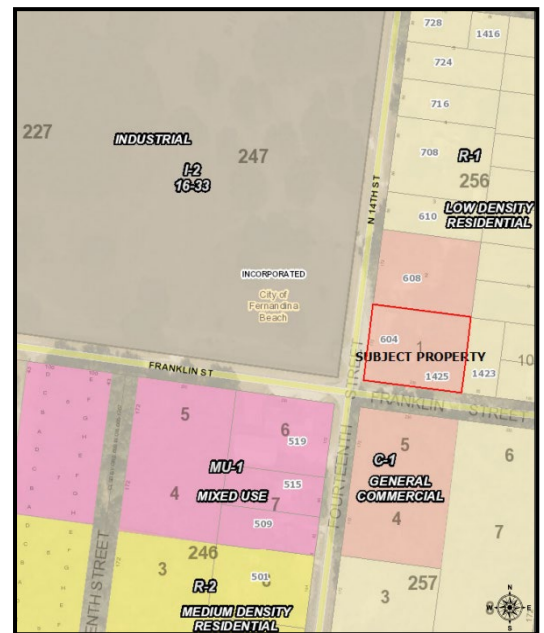
Policy 1.07.07.

Mixed Use (MU)

- This land use category is designed to accommodate medical, business, and professional offices; personal service establishments with limited inventory of goods; neighborhood commercial uses; and customary accessory uses, which are subordinate and incidental to the principal office or limited commercial use.
- Single-family and multi-family residential units are allowed in this land category.
- This designation is not intended for manufacturing.
- Mixed uses, either "stand alone" or in mixed residential and business use structures, may occur throughout the area designated for MU on the FLUM through the assignment of zoning districts for residential uses, limited commercial uses, and office uses, as well as the use of the PUD overlay.
- The maximum density for residential development within the MU land use category is eight (8) units per acre. The intensity of non-residential development in the MU land use category shall not exceed a FAR of 1.0.
- In the application of zoning districts within the ORMU category, the City shall ensure that proposed zoning districts are compatible with each other and with adjacent zoning districts and land uses.

The existing land use and zoning (General Commercial (C-1) of these properties does not permit any residential dwelling units. The Mixed Use (MU) land use/ MU-1 zoning supports eight (8) dwelling units per acres. Although the applicant has not stated any intent to redevelop the site, the entire subject property must be analyzed for its

Franklin Street Mixed Use Pattern





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full future development potential under the requested land use. The land area (including half of the adjoining rights- of way) totals 44,720 square feet. The minimum land area necessary to support a dwelling unit at 8 units per acre is 5,445 square feet. The total land area divided by the minimum land area per dwelling unit accommodates up to a potential eight (8) dwelling units.

The intensity of non-residential development is limited by a Floor Area Ratio (FAR) of 1.0 within the Mixed Use (MU) land use category. The General Commercial (GC) category limits the FAR to 1.50. The total land area of the subject property equals 39,560 square feet. Under the requested Mixed Use land use category the FAR limits the total amount of non-residential (office/retail, etc.) space to no greater than 39,560. The proposed change would reduce the total amount of non-residential space by 19,780 square feet on the subject property. The existing commercial structure totals 5,320 square feet on the property. Non-residential uses permissible within the Mixed Use category are defined within the Land Development Code (Table 2.03.02) to uses consistent with the policy direction provided in 1.07.07(1). Development standards and permissible building types specific to the MU-1 zoning district are provided in several Chapters and Sections of the Land Development Code and as generally described in the following paragraphs.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE: _____

The requested Mixed Use, MU-1 zoning provides for a mix of residential and non-residential uses. Permissible uses are provided in Table 2.03.02 of the Land Development Code (LDC).

Table 2.03.02 - Table of Land Uses

The following land uses are permissible, subject to compliance with the standards of the MU-1 zoning district. Additional standards for Commerce Parks, Large Scale Commercial Development, and Telecommunication Towers are applicable and are located in Chapter 6.

The applicant's requested zoning district of MU-1 (Mixed Use) would correct the existing residential nonconformity of the subject site and remove several uses as permissible under the current General Commercial (GC) zoning district.

Design Standards for the MU-1 Zoning District

In addition to the permissible uses allowable for the subject property, development of the site is limited to the design parameters and building types as defined in Chapter 4 of the LDC. In addition to site design standards the City maintains requirements for installation of infrastructure (Chapter 7), parking (Chapter 7), parking design (Chapter 7 and Chapter 4), stormwater management (Chapter 7), minimum landscaping (Chapter 4), tree protection (Chapter 4), and signage or accessory structures (Chapter 5).

The MU-1 site design standards are depicted in the following tables. Any proposed development of the subject property must demonstrate compliance with the standards for the district and is reviewed by the City's Technical Review Committee for compliance. Staff has not received any proposed development plans as part of the applicant's request for a land use and zoning change. Development plans are not a requirement for consideration of the requested action.

Table 4.01.01. - Density and Housing Types in Base Zoning Districts.

Zoning District	Maximum Gross Density (dwelling units per acre)	Permissible Housing Types
MU-1	8.0	Single-family detached Duplex structures Triplex structures



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		Townhouses Mixed Use
--	--	-------------------------

Table 4.02.01(J). - Design Standards for Lots.

Zoning District	Minimum Lot Width (ft.)	Maximum Impervious Surface Ratio for Lots (%)	Maximum Floor Area Ratio for Lots (%)
MU-1	50	60	50

Table 4.02.03(E). - Standards for Building Heights and Setbacks.

Zoning District	Maximum Building Height (ft.)¹	Minimum Setback			
		Front (ft.)	Side²	Rear (ft.)	Corner Lot (side abutting street) (ft.)³
MU-1	35	None	None ⁴	10	10

Notes:

¹A building on any lot within 800 feet of the mean high water line of the Atlantic Ocean shall not exceed thirty-five (35) feet in height.

² Each side yard setback shall be increased by one-half (1/2) foot for each one (1) foot, or fraction thereof, of building heights above twenty-five (25) feet.

³Buildings shall not encroach into the required clear visibility triangle at intersections, as set forth in Section 7.01.08.

⁴Where access is provided from an alley or public street to the rear of the principal building, no side yard setback is required. Where such access is not available, one (1) side yard shall be a minimum of ten (10) feet. Any other side yard shall have a minimum side yard setback of zero (0) feet.

Section 2.01.09 of the LDC states the intent of the MU-1, Mixed Use, zoning classification.

The MU-1 District is intended for the development of a combination of residential, office, and limited neighborhood commercial uses. The Mixed Use District encourages well-planned development and redevelopment of areas that feature compatible, interrelated uses including single-family and multi-family residential units; medical, business, and professional offices; personal service establishments with limited inventory of goods; and limited neighborhood commercial uses.

The subject property is capable of meeting the intent of the MU-1 zoning district. Assignment of this zoning district to the site would enable the property to deliver well-planned development compatible with the surrounding area.

CONCLUSION:

Staff finds the requested action to be consistent with the Comprehensive Plan and Land Development Code.

The application of the Mixed-Use Future Land Use Map (FLUM) category and MU-1 zoning district is appropriate on the subject property. An orderly transition from the industrial properties to the west and residential properties to the east is established by approving the applicant's request along with correcting the existing residential nonconformity. The Mixed-Use category enables a development scenario that serves to meet



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the needs of the City by allowing greater flexibility in design to accommodate housing types in a work/live built configuration along a primary arterial road near the City's urban core.

Allowing the Mixed Use FLUM category and MU-1 zoning district on the subject property is consistent with the established pattern for properties along Franklin Street. Approval of the applicant's request also removes the range of permissible uses allowable under the General Commercial (C-1) zoning category that are inappropriate for the adjoining residential neighborhood. Therefore, staff recommends approval of the applicant's request for assignment of Mixed Use (MU) Future Land Use Map category and MU-1 zoning district for the subject property.

MOTIONS TO CONSIDER

I move to recommend (approval or denial) of PAB case number 2022-19 to the City Commission requesting a Future Land Use Map assignment of Mixed-Use land use and MU-1 zoning from General Commercial use and C-1 zoning, as described and that PAB case 2022-19 as presented, (is or is not) sufficiently compliant with applicable Florida Statutes, Comprehensive Plan and Land Development Code to be approved at this time.

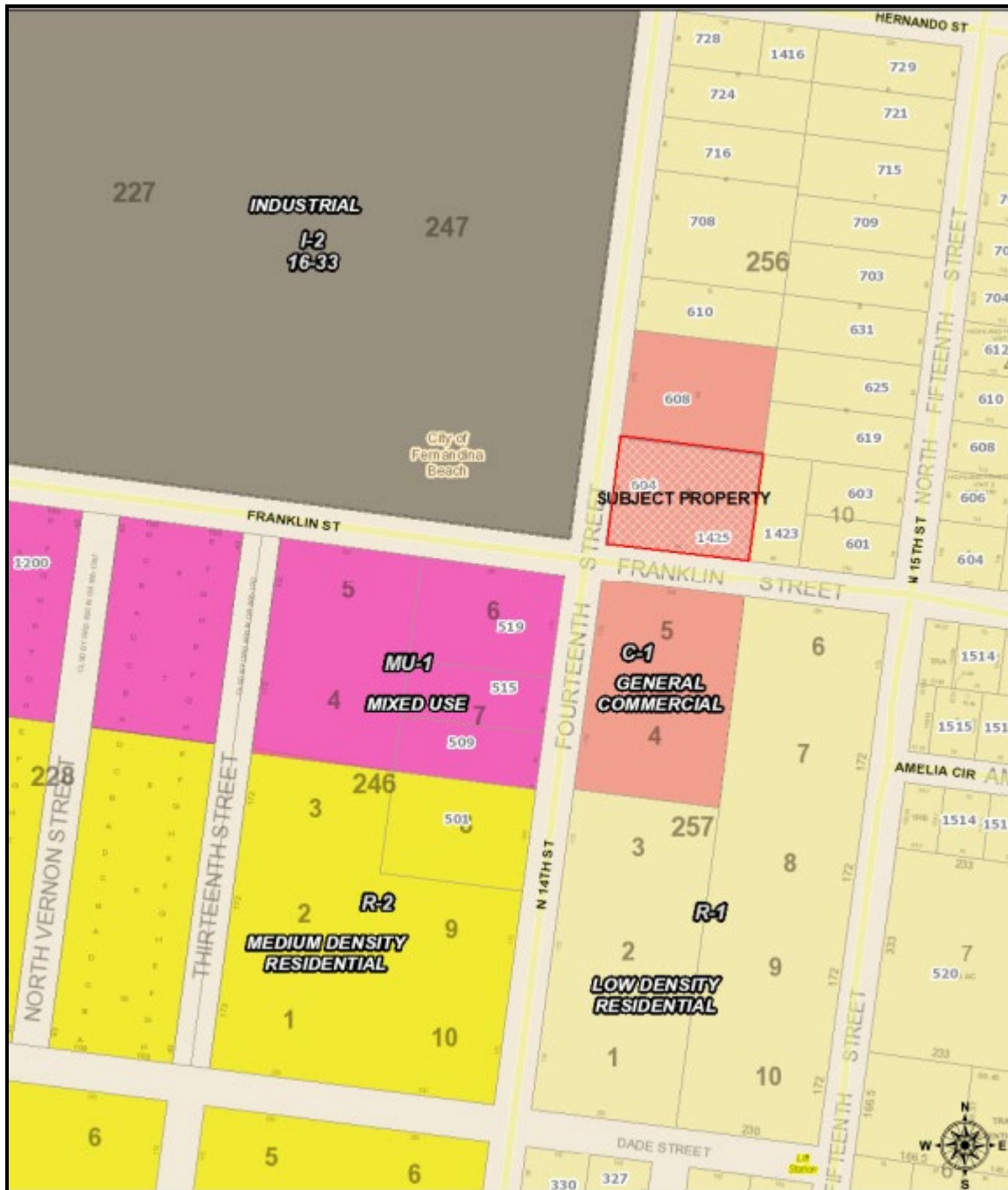
Respectfully submitted,

Daphne Forehand
Planner I



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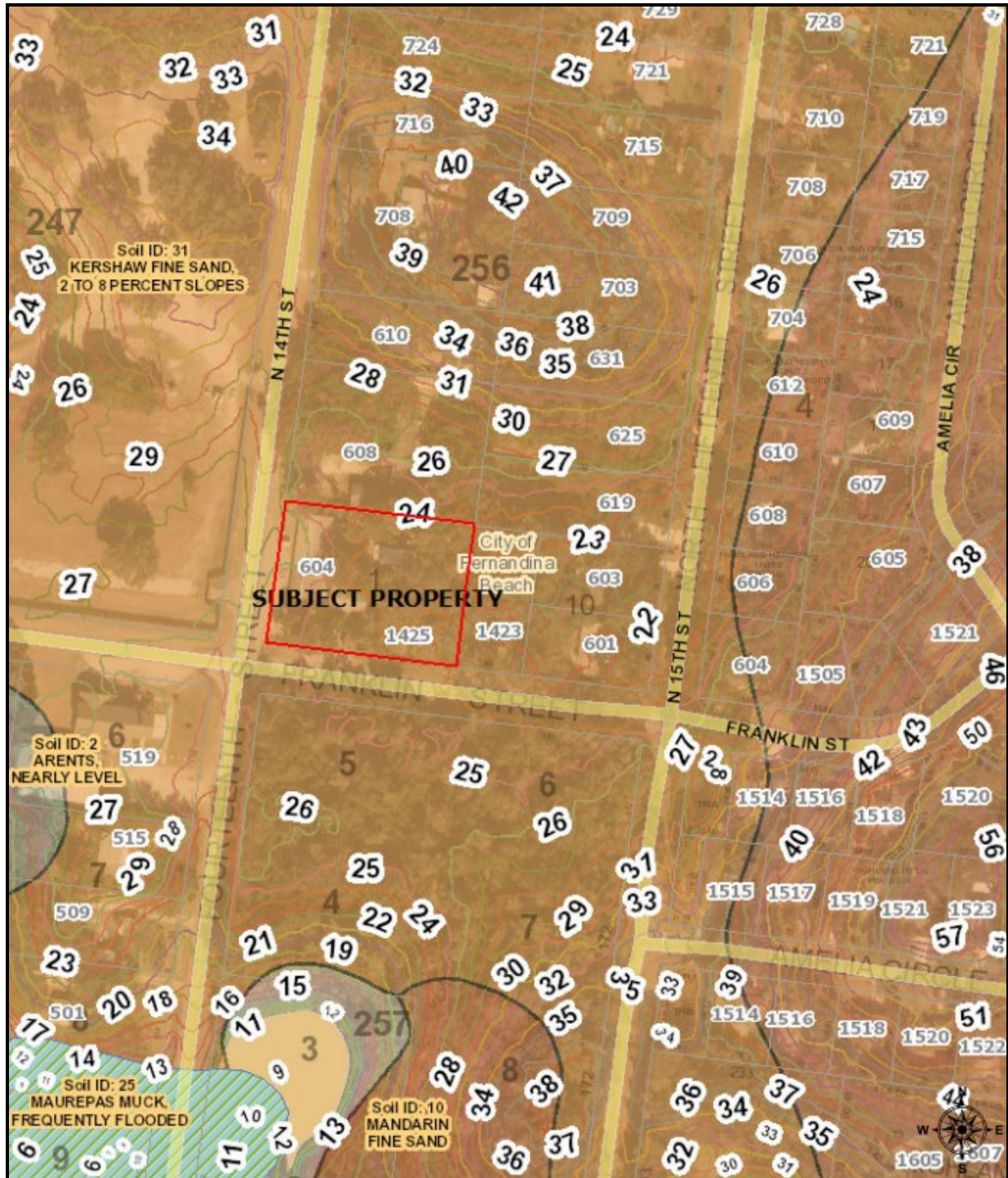
EXHIBIT A





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EXHIBIT B



Print

Planning Advisory Board (PAB) - Submission #8954

Date Submitted: 3/30/2022

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.



Zoning Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)



Land Use Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)



LDC Text Amendment (\$1,500)



Comp Plan Amendment (\$5,000)



Subdivision Plat " Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)



Subdivision Plat " Final (\$1,500)



Vacation of R.O.W. (\$3,500)



Small Cell Outside R.O.W. (per application) (\$500)



Voluntary Annexation (\$2,000)



Development of Regional Impact: Amend Development Order (\$1,500)



New Telecommunications Structure (\$2,000)



Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

pab 2022



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:



LDC Text Amendment “ see LDC Section 11.01.08.



Preliminary Subdivision Plat “ see LDC Section 11.01.05.



Final Subdivision Plat “ LDC Section 11.01.05.



Zoning Map Changes “ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements



A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board’s public hearing;



Proof of Ownership (copy of deed or tax statement);



A current survey of the property (no older than two years);



If applying as an agent, Owner’s Authorization for Agent Representation form needs to be signed/ notarized and included in application;



A detailed letter of intent stating the following:



o The consistency of the proposed amendment(s) or action(s) with the City’s Comprehensive Plan.



o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

1/14/2022

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser’s Website’s Map Search](#)

Site Address*

604 14th Street N

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-31-1800-0256-0010

Lot*

1

Block*

256

Subdivision*

City of Fernandina Beach

Zoning District*

C-1

Future Land Use Designation*

General Commercial

REVIEW TYPE*

☒ Zoning Map Amendment ≤ 10 acres

☐ Zoning Map Amendment > 10 acres

☐ LDC Text Amendment

☐ Comp Plan Amendment

☐ Subdivision Plat “ Preliminary ≤ 20 units

☐ Subdivision Plat “ Preliminary > 20 units

☐ Subdivision Plat “ Final

☐ Vacation of R.O.W.

☐ Voluntary Annexation

☐ Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

n/a

Last Name*

n/a

Company (if applicable)

AMELIA ISLAND LLC

Mailing Address*

960194 GATEWAY BLVD STE 101

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

9042611833

Email Address*

tprince@tpislandlaw.com

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included

First Name

Teresa

Last Name

Prince

Mailing Address

406 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

9042611833

E-mail Address

tprince@tpislandlaw.com

PROJECT INFORMATION**Previous Planning/Zoning Approvals**

CU 2005-78: Conditional Use Application by a previous owner to use subject property for auto repair shop in C-1 (staff recommendation of denial).

Summary of Request (more detailed information to be provided in required letter of intent)*

Request concerning subject property presently designated as Commercial (FLUM) and zoned C-1/Community Commercial (LDC) for rezone/FLUM amendment to reflect mixed use (FLUM) and MU-1/Mixed Use (LDC) in preparation for redevelopment as mixed commercial-residential project as well as to bring existing non-conforming use into compliance with FLUM/LDC.

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Teresa

Applicant Last Name*

Prince

Today's Date*

3/30/2022

Upload Supporting Documentation*

Ltr to Gibson.Signed.3.30.22.pdf



Upload 2

Warranty Deed.pdf

Upload 3

Carvalho.pdf

Upload 4

Combined.Owner
Authorization and
Letter.pdf

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



Law Office of

TOMASSETTI & PRINCE

Teresa L. Prince, Esq.
A. Jeffrey Tomassetti, of Counsel

March 29, 2022

VIA APPLICATION PORTAL AND EMAIL ONLY

Kelly Gibson, Planning Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
kgibson@fbfl.org

Re: Letter of Intent-604 N 14th Street

Dear Mrs. Gibson:

On behalf of this firm's client, Amelia Island, LLC ("Applicant"), I am pleased to submit the following Future Land Use Map (FLUM) Amendment and Rezoning application. The subject property (hereafter the "Property") is identified in the attached application and a legal description is also included describing the Property.

The Property is currently designated as Commercial under the City of Fernandina Beach ("City") FLUM and is zoned Community Commercial ("C-1"). The Applicant is requesting a City FLUM designation of Mixed Use and a zoning change to MU-1 zoning. It is the Applicant's desire to construct in accordance with the City's MU-1 zoning designation, which permits residential and light commercial elements.

Presently, a commercial office/warehouse is situated on the Property together with a single-family residence—a non-conforming, "grandfathered" use. Approval of the FLUM and zoning amendments will cure the "grandfathered" use on the Property. Adjoining properties are designated, zoned, and used in the following manners:

<u>Direction</u>	<u>Parcel ID</u>	<u>FLUM</u>	<u>Zoning</u>	<u>Current Use</u>
North	00-00-31-1800-0256-0020	Comm.	C-1	Small office; Residential Rentals
Northeast	00-00-31-1800-0256-0092	Low Density Residential	R-1	Single Fam. Residence
East	00-00-31-1800-0256-0102	Low Density Residential	R-1	Single Fam. Residence
South	00-00-31-1800-0257-0040	Commercial/Low Density Res.	C-1/R-1	Vacant
Southwest	00-00-31-1800-0246-0060	Mixed Use	MU-1	Church
West	00-00-31-1860-0000-0000	Industrial	I-2	Heavy manufacturing

Consequently, the Property currently serves as a *de facto* mixed-use point of transition between industrial, commercial, and low-density residential parcels, as well as a natural continuation of the Franklin Street MU-1 district given the density and intensity of that designation (see Comp Plan Policy 1.07.07). Therefore, the Property is a natural candidate for a Mixed Use FLUM designation as well as amended zoning to MU-1.

In reviewing the growth management policies outlined in the City of Fernandina Beach 2030 Comprehensive Plan the "Comp Plan"), this application for a FLUM and zoning amendment appears to comply with all the applicable policies. More specifically, this application is consistent with the stated policy of "[ensuring] compact development patterns that integrate neighborhood and commercial activities and [promoting] connectivity," see Comp Plan Policy 1.02.03. Consideration of the factors outlined in Comp Plan Policy 1.02.04--with particular attention to factors a. ("[type] and density or intensity of surrounding uses"), b. ("[zoning] districts in the surrounding area"), d. ("[appropriateness] of the size of the parcel compared to the proposed use"), and g. ("[compatibility] factors")—support a finding of suitability for a mixed-use FLUM designation. Further, this application is consistent with Comp Plan Policy 1.04.03 in that it preserves the characteristics of 14th Street as a commercial corridor in a dynamic way that is more reflective of its natural transition from commercial to residential as it leaves the central downtown business district and approaches Old Town and Egan's Creek.

This proposed rezoning and FLUM amendments present an opportunity for both the public interests of the City as well as the private landowner, which parties are both seeking to engage in thoughtful planned development with an eye toward blending contemporary non-suburban residential living with useful commercial activity in a manner appropriate for its surroundings. Granting this application also corrects an existing non-conforming use on the Property.

Thank you in advance for your thoughtful consideration of this application, and as always feel free to contact me with any questions or concerns.

Sincerely,
TOMASSETTI & PRINCE



Teresa L. Prince, for the firm

TLP/sgd
cc: Client

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE OFFICIAL MAP OR PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901) AS:

LOT ONE (1) IN BLOCK TWO HUNDRED FIFTY-SIX (256)

CERTIFIED TO:
AMELIA ISLAND, LLC

PROPERTY ADDRESS:
604 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32034

MANZIE & DRAKE
LAND SURVEYING

LOT 2

LOT 9

LOT 10

NORTH FOURTEENTH STREET
(60-FOOT RIGHT-OF-WAY)

FRANKLIN STREET
(60-FOOT RIGHT-OF-WAY)

SITE BENCHMARK

NORTH FLANGE BOLT OF FIRE HYDRANT
ELEVATION = 27.73' N.A.V.D. 1988
FIELD BOOK = X-337, PAGE 36

SURVEY NOTES:

- 1) The "Legal Description" hereon is in accord with the description provided by the client
- 2) Underground Improvements were not located or shown.
- 3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- 4) Internal lot angles shown hereon are based on recovered monumentation.
- 5) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel "12089C 0237 G", Dated "08/02/2017". Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- 6) Site Benchmark is as shown hereon.
- 7) Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
- 8) The Reference Benchmark is a disk found on a concrete monument stamped "NAS 13 1984 BSM". (Elevation = 26.53')

LEGEND

A/C = AIR CONDITIONER
CL = CENTERLINE
CONCRETE FLATWORK
WOOD FENCE
WOOD FLATWORK
WOOD POWER POLE
F.F.E. = FINISHED FLOOR ELEVATION

TREE LEGEND

CDR = CEDAR TREE
HB = HACKBERRY TREE
PM = PALM TREE
O = OAK TREE
MAG = MAGNOLIA TREE

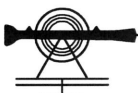
TREE DISCLAIMER:

NUMBER OF TREES SHOWN ON SURVEY: 58

SPECIES OF TREES HAVE BEEN IDENTIFIED TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER MANZIE & DRAKE LAND SURVEYING WILL ASSUME NO LIABILITY, EXPRESSED OR IMPLIED, FOR THE CORRECTNESS OF SAID SPECIES IDENTIFICATION.

TREES HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE UNDER CURRENT CONDITIONS AND HAVE A POSITIONAL TOLERANCE OF APPROXIMATELY 2 TO 3 FEET. CRITICAL TREES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



Manzie & Drake Land Surveying

117 South Ninth Street, Fernandina Beach, FL 32034

(904) 491-5700 www.ManzieAndDrake.com

Certificate of Authorization Number "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE,
SET YOUR SITES ON US."

SCALE: 1"=30' JOB NO: 14192 DATE: 04/20/2021 CADD: LP

F.B. NO: X-337 PAGE NO: 36 FIELD CREW: GS FILE NO: A-232-A

MICHAEL A. MANZIE, P.L.S. 4069

4/26/21

Prepared by:
Andrea F. Lennon, P.A.
961687 Gateway Blvd. Suite 101L
Amelia Island, Florida 32034

File Number: 15-107

General Warranty Deed

Made this April 30, 2015 A.D. By Karl Alfred Weilbacher Jr. and Gail Caroline Weilbacher, husband and wife, whose post office address is: 10121 CR 44, Leesburg, FL 34788, hereinafter called the grantor, to Amelia Island, LLC, a Florida Limited Liability Company, whose post office address is: 960194 Gateway Boulevard Suite 101, Amelia Island, Florida 32034, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Nassau County, Florida, viz:

All that certain lot, piece or parcel of land situate, lying and being in the City of Fernandina Beach, (formerly named Fernandina), County of Nassau and State of Florida and being further described according to the official map or plat of said City (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida Town Improvement Company in 1887 and 1901) as:

Lot One (1) in Block Two Hundred Fifty-six (256).

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 000031180002560010

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2014.

Prepared by:

Andrea F. Lennon, P.A.

961687 Gateway Blvd. Suite 101L

Amelia Island, Florida 32034

File Number: 15-107

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

James Caserta
Witness
Printed Name: JAMES CASERTA

Andrea F. Lennon
Witness
Printed Name: Andrea F. Lennon

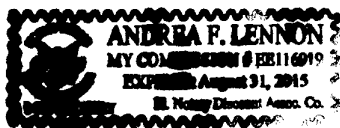
Karl Alfred Weilbacher Jr. (Seal)
Karl Alfred Weilbacher Jr.

Gail Caroline Weilbacher (Seal)
Gail Caroline Weilbacher

State of Florida

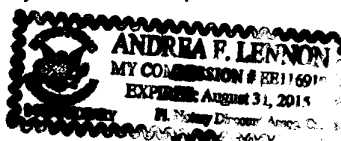
County of Nassau

The foregoing instrument was acknowledged before me this 29th day of April, 2015, by Karl Alfred Weilbacher Jr. and Gail Caroline Weilbacher, husband and wife who have produced drivers license as identification.



Andrea F. Lennon
Notary Public
Print Name: Andrea F. Lennon

My Commission Expires:





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Robert Carvalho, as Manager of Amelia Island, LLC
(print name of property owner(s))

hereby authorize: Teresa Prince, Esq. of Tomassetti and Prince
(print name of agent)

to represent me/us in processing an application for: Rezoning and FLUM Amendment
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

[Signature]
(Signature of owner)

(Signature of owner)

Robert Carvalho, as Manager of Amelia Island, LLC
(Print name of owner)

(Print name of owner)

STATE OF FLORIDA

COUNTY OF NASSAU

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 27 day
of January, 20 22, by Robert Carvalho.

[Signature]
Notary Public

Charlotte Padfield
Printed Name

8/8/25
My Commission Expires

Personally Known _____ OR Produced Identification X ID Produced: Driver License



CHARLOTTE C. PADFIELD
Notary Public
State of Florida
Comm# HH162415
Expires 8/8/2025

Amelia Island, LLC

1/25/2022

To whom it may concern:

The undersigned is a manager and authorized person for Amelia Island, LLC (the "Company") vested with the power to act on behalf of the company with respect to all land use issues affecting the property commonly known as 604 14TH ST N, Parcel Number 00-00-31-1800-0256-0010 in Nassau County, Florida.

Further, the law firm of Tomasetti & Prince is authorized to act on behalf of the Company with respect to applications for rezoning and amendment to FLUM designation for the above-described property.

Sincerely,



Robert Carvalho
Manager for Amelia Island, LLC

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2022-19
Voluntary Annexation - 1411 S. 14th Street

ITEM TYPE: Ordinance (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2022-19 at First Reading.

SYNOPSIS: The City of Fernandina Beach request annexation of property located at 1411 S. 14th Street. This parcel is contiguous to the city limits. The property owners entered into a voluntary annexation agreement in April 2022. Assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and General Commercial (C-2) zoning district is requested for the subject property. This designation is the most closely aligned with the Current Nassau County FLUM category and zoning district.

The Planning Advisory Board (PAB), at its June 8, 2022 Regular Meeting, issued a recommendation of approval.

FISCAL IMPACT: When annexed, the subject properties will generate approximately \$3,900 of property tax revenue for the City (based upon estimated Assessed Value and the current millage rate).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2022-19 at First Reading.

Kelly Gibson, Planning Director	7/5/2022
Monica Benischeck, Administrative Services Manager	7/6/2022
Katie Newton, Legal Assistant	7/8/2022
Pauline Testagrose, Comptroller	7/9/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

Date: June 14, 2022

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Approve

ORDINANCE 2022-19

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 1.63 ACRES OF LAND LOCATED AT 1411 SOUTH 14TH STREET CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of approximately 1.63 acres of land located at 1411 SOUTH 14TH STREET, contiguous to the City limits and identified in Exhibit "A", have requested annexation into the City of Fernandina Beach in exchange for water and sewer services; and

WHEREAS, the Planning Advisory Board reviewed the request for voluntary annexation application numbered PAB 2022-0020 at its June 8, 2022 meeting and recommended approval of the annexation; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on May 27, 2022; and

WHEREAS, City staff has reviewed the petition for voluntary annexation and has found that the petition bears the signatures of all the owners of the subject property or their authorized agent at such time that the petition was signed, the parcel is contiguous to the City boundary, is reasonably compact, does not create an enclave, will be used for urban services, and the City will be able to deliver urban services such as water, sewer, garbage, police and fire without decreasing the level of service currently provided to City residents; and

WHEREAS, the City Attorney has rendered a legal opinion that upon review, the annexation petition meets the requirements of Chapter 171 Florida Statutes; and

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

- a. That the Commission is empowered under Chapter 171, Florida Statutes to approve a request for voluntary annexation.
- b. That the proposed annexation meets the requirements for voluntary annexation as required by Chapter 171.044 F.S., is contiguous to the municipal boundary, is reasonably compact, and does not create an enclave.
- c. That the petitioner agrees to file for a Future Land Use Map (FLUM) amendment and a change in zoning district designation within six months of the date the City Commission approves the annexation.

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

SECTION 1. The following parcel of real property totaling approximately 1.63 acres of land located at City of Fernandina 1411 South 14th street contiguous to the City limits and by map provided in Exhibit "A" are hereby annexed into the corporate limits of the City of Fernandina Beach, to wit.

SECTION 2. It is hereby deemed to be in the best interest of the City of Fernandina Beach that the land, above described, be annexed into and become a part of the City of Fernandina Beach. That upon adoption of this Ordinance, the boundary lines for the corporate limits of the City of Fernandina Beach shall be redefined so as to include the real property described above.

SECTION 3. This Ordinance shall be published in the Fernandina Beach News Leader once each week for two consecutive weeks, and that proof of publication of this Ordinance shall be filed herein prior to the final reading of this Ordinance.

SECTION 4. This Ordinance shall become effective December 20, 2022, or on the date the City of Fernandina Beach 2022 General Election is certified, whichever is earlier.

ENACTED this 5th day of July 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

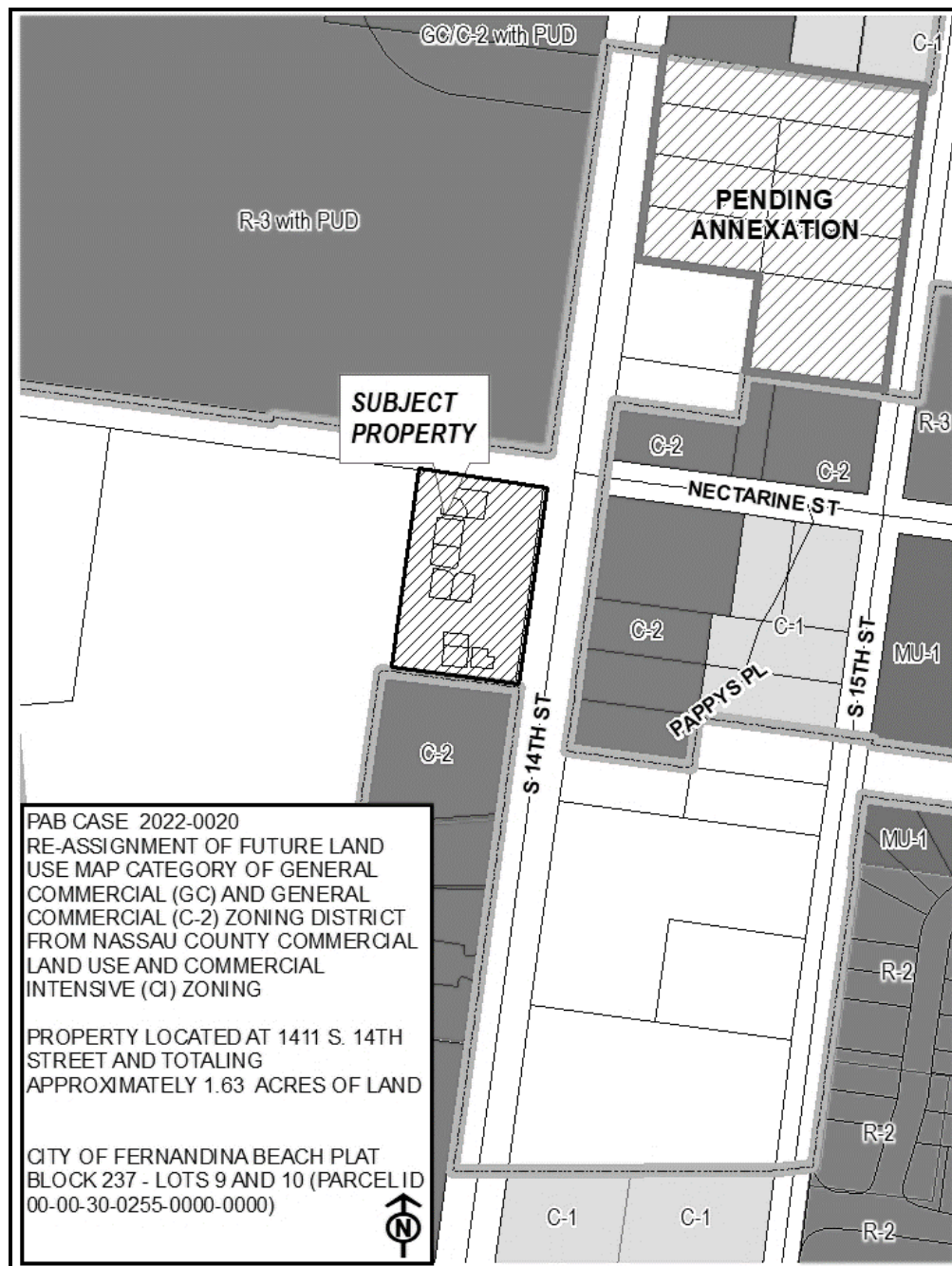
Date of First Reading: July 19, 2022

Date of Second Reading/Final Hearing: August 16, 2022

ORDINANCE 2022-19

EXHIBIT A

PROPERTIES LOCATED AT 1411 SOUTH 14TH STREET TOTALING 1.63 ACRES OF LAND
ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF GENERAL COMMERCIAL
AND ZONING DISTRICT OF GENERAL COMMERCIAL (C-2)





APPLICATION FOR VOLUNTARY ANNEXATION, LAND USE AND ZONING
1411 SOUTH 14TH STREET

APPLICATION & SURROUNDING AREA INFORMATION:

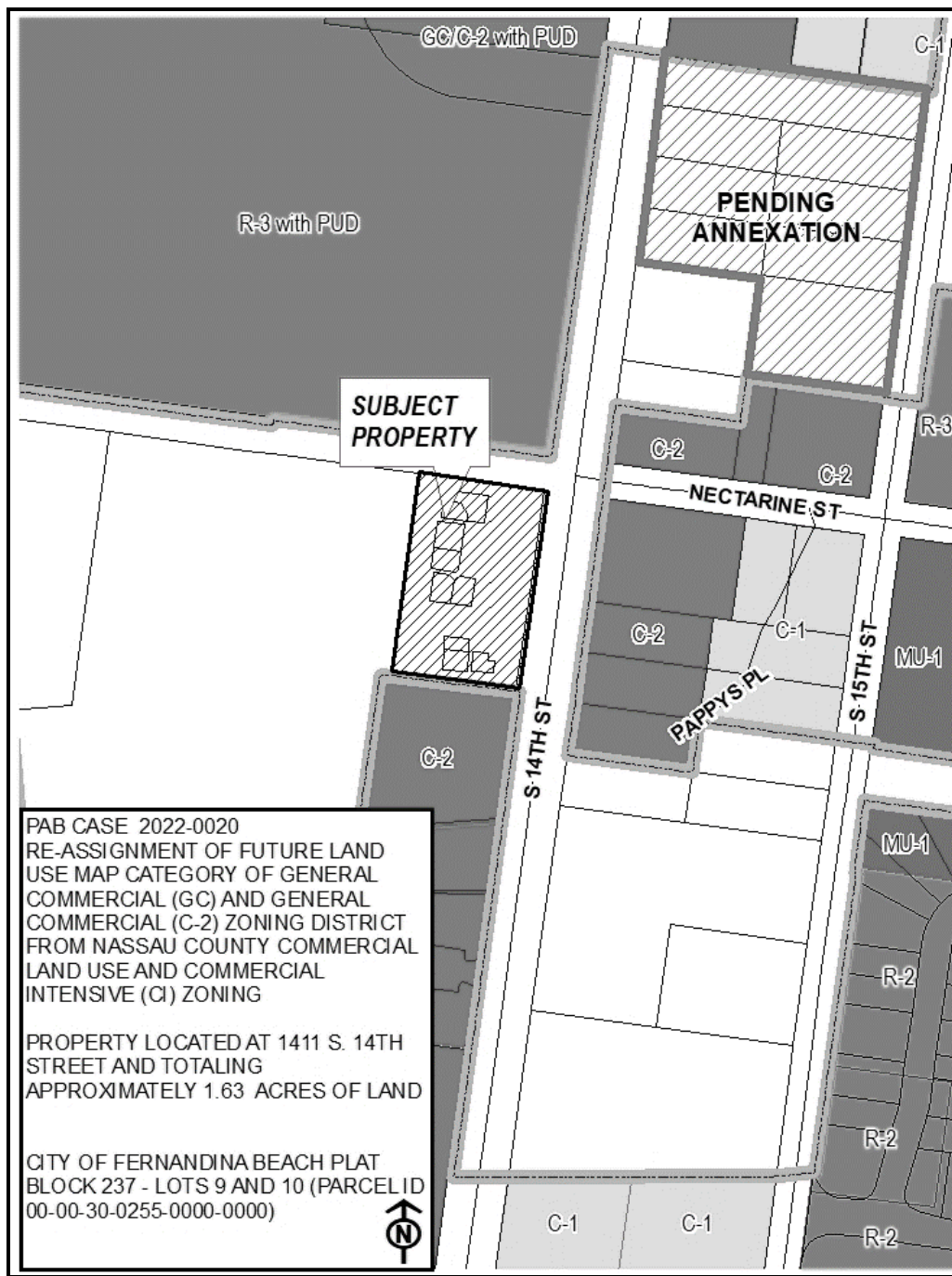
OWNER/APPLICANT:	Fourteenth Street Professional Plaza				
AGENT:	n/a				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of General Commercial and, Zoning District of C-2				
LOCATION:	1411 South 14 th Street				
CURRENT ZONING:	Nassau County Commercial Intensive				
CURRENT LAND USE:	Nassau County Commercial				
EXISTING USES ON SITE:	Professional/Medical Offices				
PROPERTY SIZE:	Approximately 1.63 Acres of Land				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
WITHIN CITY LIMITS	North	Apartment	2019	R-3 with PUD	High Density Residential
WITHIN CITY LIMITS	South	Auto repair	1980	C-2	General Commercial
WITHIN CITY LIMITS	East	Utilities	n/a	C-2	General Commercial
NASSAU COUNTY	West	Utilities	n/a	Commercial Intensive	Commercial

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



STAFF REPORT
PAB 2022-0020 (AX, LU, CZ)
Planning Advisory Board Hearing
June 08, 2022

Daphne Forehand
Planner I





SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests annexation of 1411 South 14th Street. Resolution 2022-85 approved extension of water and sewer services of land located off South 14th Street. Assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and General Commercial (C-2) Zoning District is requested for the subject parcel. These designations are the most closely aligned with the Current Nassau County FLUM category and zoning district.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The area is a logical extension of urban development and any development or redevelopment is capable of achieving full compliance with the City's Land Development Code and Comprehensive Plan. The City is able to serve this property and meet or exceed all levels of service required by Comprehensive Plan policies referenced herein.

<i>Applicable Policy Reference</i>	<i>Determination of Consistency</i>
CP 1.02.02	✓
CP 1.02.03	✓
CP 1.02.04	✓
CP 1.02.10	✓
CP 1.03.01	✓
CP 1.04.03	✓
CP 1.07.09	✓
CP 4.01.01	✓
CP 4.01.02	✓
LDC 2.01.12	✓
LDC11.01.07	✓

CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is consistent with the City's Comprehensive Plan and the Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the General Commercial FLUM category, and C-2 zoning district. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for July 5, 2022,



STAFF REPORT
PAB 2022-0020 (AX, LU, CZ)
Planning Advisory Board Hearing
June 08, 2022

Daphne Forehand
Planner I

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2022-0020 to the City Commission requesting that a Voluntary Annexation, Assignment of the General Commercial land use category, and C-2 zoning district for properties located at 1411 South 14th Street be **(approved or denied)** and that PAB case 2022-0020, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Respectfully submitted,

Daphne Forehand
Planner I

Print

Planning Advisory Board (PAB) - Submission #9131

Date Submitted: 4/29/2022

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.



Zoning Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)



Land Use Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)



LDC Text Amendment (\$1,500)



Comp Plan Amendment (\$5,000)



Subdivision Plat " Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)



Subdivision Plat " Final (\$1,500)



Vacation of R.O.W. (\$3,500)



Small Cell Outside R.O.W. (per application) (\$500)



Voluntary Annexation (\$2,000)



Development of Regional Impact: Amend Development Order (\$1,500)



New Telecommunications Structure (\$2,000)



Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

pab 2022



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:

☐

LDC Text Amendment “ see LDC Section 11.01.08.

☐

Preliminary Subdivision Plat “ see LDC Section 11.01.05.

☐

Final Subdivision Plat “ LDC Section 11.01.05.

☐

Zoning Map Changes “ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

☐

A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board’s public hearing;

☐

Proof of Ownership (copy of deed or tax statement);

☐

A current survey of the property (no older than two years);

☐

If applying as an agent, Owner’s Authorization for Agent Representation form needs to be signed/ notarized and included in application;

☐

A detailed letter of intent stating the following:

☐

o The consistency of the proposed amendment(s) or action(s) with the City’s Comprehensive Plan.

☐

o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

4/14/2022

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser’s Website’s Map Search](#)

Site Address*

1411 S. 14th Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-0255-0000-0000

Lot*

9-10

Block*

237

Subdivision*

S. 14th Street

Zoning District*

C-3

Future Land Use Designation*

General Commercial

REVIEW TYPE*

☒ Zoning Map Amendment ≤ 10 acres

☐ Zoning Map Amendment > 10 acres

☐ LDC Text Amendment

☐ Comp Plan Amendment

☐ Subdivision Plat “ Preliminary ≤ 20 units

☐ Subdivision Plat “ Preliminary > 20 units

☐ Subdivision Plat “ Final

☐ Vacation of R.O.W.

☒ Voluntary Annexation

☐ Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Phil

Last Name*

Griffin

Company (if applicable)

South Fourteenth Street Professional Plaza

Mailing Address*

608 s. 8th Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-261-2770

Email Address*

propmngmt@acrfl.com

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner’s Authorization For Agent Representation form must be included

First Name

Dale

Last Name

Martin

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Admin2022-0033

Summary of Request (more detailed information to be provided in required letter of intent)*

annexation

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

4/29/2022

Upload Supporting Documentation*

Resolution.doc



Upload 2

Choose File

No file selected

Upload 3

Choose File

No file selected

Upload 4

Choose File

No file selected

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
JUNE 8, 2022**

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

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Brandy Carvalho

OTHERS PRESENT:

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

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

4.1 Approval of Minutes for the May 11, 2022, Regular Meeting.

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

Member Stevenson mentioned that Item 6.1 should reflect that he abstained from voting. The votes have reflected an approval by 5-1.

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

- 5. OLD BUSINESS**

Vision 2045

Members discussed the latest version of the Vision2045 document and entrusted the chair to finalize the document working with staff. Chair Robas suggested another workshop to look at the final document before it is submitted to the City Commission for approval.

6. NEW BUSINESS

6.1 PAB 2022-0020 - VOLUNTARY ANNEXATION + ZONING + LAND USE MAP AMENDMENTS 1411 S. 14TH STREET - FOURTEENTH STREET PROFESSIONAL PLAZA REQUEST FOR VOLUNTARY ANNEXATION FOR A PARCEL OF LAND TOTALING 1.63 ACRES OF LAND, ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL, AND ZONING DISTRICT OF C-2 FROM NASSAU COUNTY COMMERCIAL LAND USE AND COMMERCIAL INTENSIVE ZONING DISTRICT.

Ms. Forehand presented the request and recommended approval.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Minshew to recommend approval of PAB case 2022-0020 to the City Commission; AND that PAB case 2022-0020 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 all ayes, carried.

6.2 PAB2022-0021 - LAND DEVELOPMENT CODE TEXT AMENDMENTS (VARIOUS AND MINOR CHANGES) CITY OF FERNANDINA BEACH REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS MINOR AMENDMENTS

Ms. Forehand presented the request and recommended approval.

The board reviewed and discussed each of the changes proposed by staff. Staff captured the directed changes in a document.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Stevenson to recommend approval of PAB case 2022-2021 with applicable changes, to the City Commission; AND that PAB case 2022-2021 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 all ayes, carried.

7. BOARD BUSINESS

Vice-Chair Minshew suggested that Staff work on making the LDC amendments process as easy and clear for the benefit of the City Commission review.

Member Bennett spoke about the existing issues with current developments within the MU-1 zoning district and the increase in density in regard to underlaying lots being restored. Members exchanged comments and thoughts. City Attorney Bach suggested that the Board present their list of questions and concerns which could be discussed further in future meetings.

8. STAFF REPORT

9. PUBLIC COMMENT

Margaret Kirkland, 1377 Plantation Point Drive, thanked staff for their efforts put into the Vision 2045 plan and encouraged the board to address the different themes periodically along with any concerns brought up during Board Business session.

DRAFT

10. ADJOURNMENT 7:32 p.m.

Kelly Gibson, Recording Secretary

Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2022-20
Future Land Use Map Change to General Commercial (GC) for 1.63 acres of land.

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2022-20 at First Reading

SYNOPSIS: The City of Fernandina Beach requests annexation of the property located at 1411 S. 14th Street. This parcel is contiguous to the City limits. The property owners entered into a voluntary annexation agreement in April 2022. Assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and General Commercial (C-2) zoning district is requested for the subject property. This designation is the most closely aligned with the current Nassau County FLUM category and zoning district.

The Planning Advisory Board (PAB), at its June 8, 2022 Regular Meeting, issued a recommendation of approval.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2022-20 at First Reading.

Kelly Gibson, Planning Director	7/5/2022
Monica Benischeck, Administrative Services Manager	7/6/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

Date: June 14, 2022

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Approve

ORDINANCE 2022-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR 1.63 ACRES OF LAND LOCATED AT 1411 SOUTH 14TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Fernandina Beach requested assignment of the City's General Commercial (GC) Future Land Use Map from Nassau County Commercial as part of its application request for annexation into the City of Fernandina Beach; and

WHEREAS, City Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, have reviewed and held a public hearing on June 8th, 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 May 27, 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 future land use map changes. The properties identified for this change of the Future Land Use Map to City of Fernandina Beach General Commercial for properties located and identified by map exhibit attached hereto as Exhibit "A".

SECTION 2. FUTURE LAND USE MAP CHANGE. For the property in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit "A":

- From Nassau County Commercial to City of Fernandina Beach General Commercial (GC).

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.

SECTION 4. This Ordinance shall become effective December 20, 2022, or on the date the City of Fernandina Beach 2022 General Election is certified, whichever is earlier.

ENACTED this 5th day of July 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

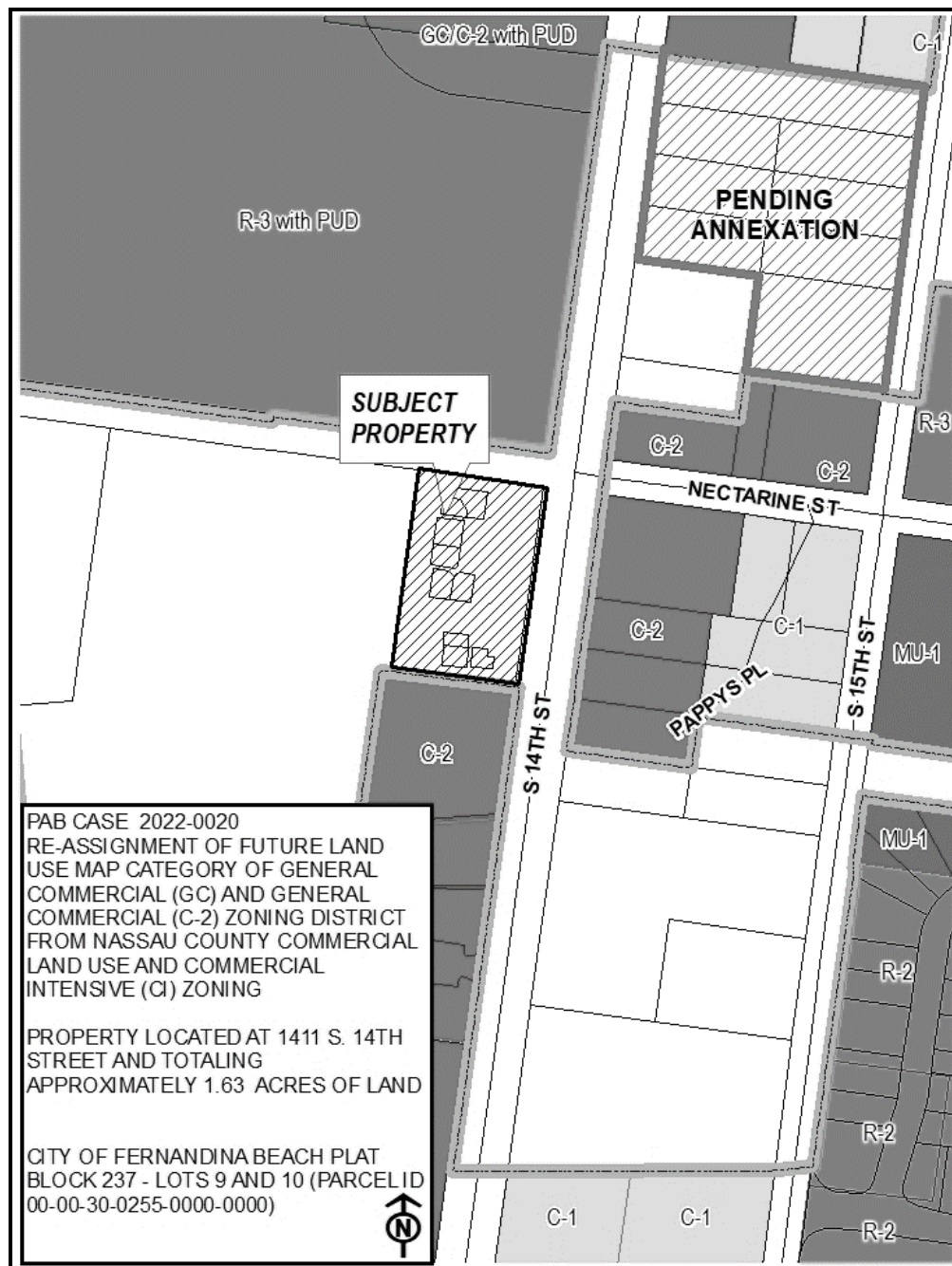
Date of First Reading: July 19, 2022

Date of Second Reading/Final Hearing: August 16, 2022

ORDINANCE 2022-20

EXHIBIT A

PROPERTIES LOCATED AT 1411 SOUTH 14TH STREET TOTALING 1.63 ACRES OF LAND
ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF GENERAL COMMERCIAL
AND ZONING DISTRICT OF GENERAL COMMERCIAL (C-2)





APPLICATION FOR VOLUNTARY ANNEXATION, LAND USE AND ZONING
1411 SOUTH 14TH STREET

APPLICATION & SURROUNDING AREA INFORMATION:

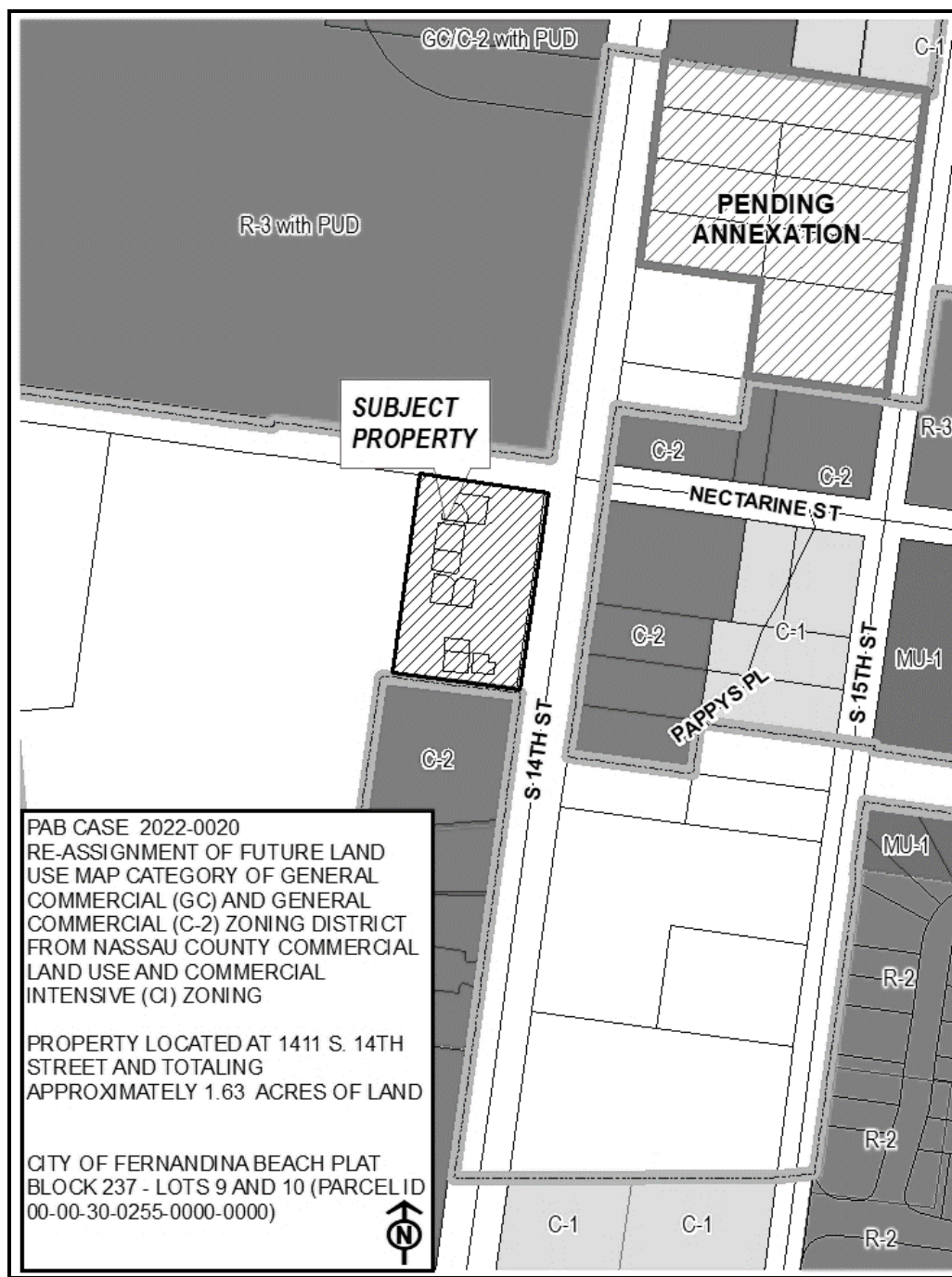
OWNER/APPLICANT:	Fourteenth Street Professional Plaza				
AGENT:	n/a				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of General Commercial and, Zoning District of C-2				
LOCATION:	1411 South 14 th Street				
CURRENT ZONING:	Nassau County Commercial Intensive				
CURRENT LAND USE:	Nassau County Commercial				
EXISTING USES ON SITE:	Professional/Medical Offices				
PROPERTY SIZE:	Approximately 1.63 Acres of Land				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
WITHIN CITY LIMITS	North	Apartment	2019	R-3 with PUD	High Density Residential
WITHIN CITY LIMITS	South	Auto repair	1980	C-2	General Commercial
WITHIN CITY LIMITS	East	Utilities	n/a	C-2	General Commercial
NASSAU COUNTY	West	Utilities	n/a	Commercial Intensive	Commercial

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



STAFF REPORT
PAB 2022-0020 (AX, LU, CZ)
Planning Advisory Board Hearing
June 08, 2022

Daphne Forehand
Planner I





SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests annexation of 1411 South 14th Street. Resolution 2022-85 approved extension of water and sewer services of land located off South 14th Street. Assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and General Commercial (C-2) Zoning District is requested for the subject parcel. These designations are the most closely aligned with the Current Nassau County FLUM category and zoning district.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The area is a logical extension of urban development and any development or redevelopment is capable of achieving full compliance with the City's Land Development Code and Comprehensive Plan. The City is able to serve this property and meet or exceed all levels of service required by Comprehensive Plan policies referenced herein.

<i>Applicable Policy Reference</i>	<i>Determination of Consistency</i>
CP 1.02.02	✓
CP 1.02.03	✓
CP 1.02.04	✓
CP 1.02.10	✓
CP 1.03.01	✓
CP 1.04.03	✓
CP 1.07.09	✓
CP 4.01.01	✓
CP 4.01.02	✓
LDC 2.01.12	✓
LDC11.01.07	✓

CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is consistent with the City's Comprehensive Plan and the Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the General Commercial FLUM category, and C-2 zoning district. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for July 5, 2022,



STAFF REPORT
PAB 2022-0020 (AX, LU, CZ)
Planning Advisory Board Hearing
June 08, 2022

Daphne Forehand
Planner I

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2022-0020 to the City Commission requesting that a Voluntary Annexation, Assignment of the General Commercial land use category, and C-2 zoning district for properties located at 1411 South 14th Street be **(approved or denied)** and that PAB case 2022-0020, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Respectfully submitted,

Daphne Forehand
Planner I

Print

Planning Advisory Board (PAB) - Submission #9131

Date Submitted: 4/29/2022

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.



Zoning Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)



Land Use Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)



LDC Text Amendment (\$1,500)



Comp Plan Amendment (\$5,000)



Subdivision Plat " Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)



Subdivision Plat " Final (\$1,500)



Vacation of R.O.W. (\$3,500)



Small Cell Outside R.O.W. (per application) (\$500)



Voluntary Annexation (\$2,000)



Development of Regional Impact: Amend Development Order (\$1,500)



New Telecommunications Structure (\$2,000)



Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

pab 2022



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you’ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:

☐

LDC Text Amendment “ see LDC Section 11.01.08.

☐

Preliminary Subdivision Plat “ see LDC Section 11.01.05.

☐

Final Subdivision Plat “ LDC Section 11.01.05.

☐

Zoning Map Changes “ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

☐

A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board’s public hearing;

☐

Proof of Ownership (copy of deed or tax statement);

☐

A current survey of the property (no older than two years);

☐

If applying as an agent, Owner’s Authorization for Agent Representation form needs to be signed/ notarized and included in application;

☐

A detailed letter of intent stating the following:

☐

o The consistency of the proposed amendment(s) or action(s) with the City’s Comprehensive Plan.

☐

o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

4/14/2022

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiser’s Website’s Map Search

Site Address*

1411 S. 14th Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-0255-0000-0000

Lot*

9-10

Block*

237

Subdivision*

S. 14th Street

Zoning District*

C-3

Future Land Use Designation*

General Commercial

REVIEW TYPE*

☒ Zoning Map Amendment ≤ 10 acres

☐ Zoning Map Amendment > 10 acres

☐ LDC Text Amendment

☐ Comp Plan Amendment

☐ Subdivision Plat “ Preliminary ≤ 20 units

☐ Subdivision Plat “ Preliminary > 20 units

☐ Subdivision Plat “ Final

☐ Vacation of R.O.W.

☒ Voluntary Annexation

☐ Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Phil

Last Name*

Griffin

Company (if applicable)

South Fourteenth Street Professional Plaza

Mailing Address*

608 s. 8th Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-261-2770

Email Address*

propmgmt@acrfl.com

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner’s Authorization For Agent Representation form must be included

First Name

Dale

Last Name

Martin

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Admin2022-0033

Summary of Request (more detailed information to be provided in required letter of intent)*

annexation

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

4/29/2022

Upload Supporting Documentation*

Resolution.doc



Upload 2

Choose File

No file selected

Upload 3

Choose File

No file selected

Upload 4

Choose File

No file selected

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
JUNE 8, 2022**

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

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Brandy Carvalho

OTHERS PRESENT:

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

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

4.1 Approval of Minutes for the May 11, 2022, Regular Meeting.

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

Member Stevenson mentioned that Item 6.1 should reflect that he abstained from voting. The votes have reflected an approval by 5-1.

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

- 5. OLD BUSINESS**

Vision 2045

Members discussed the latest version of the Vision2045 document and entrusted the chair to finalize the document working with staff. Chair Robas suggested another workshop to look at the final document before it is submitted to the City Commission for approval.

6. NEW BUSINESS

6.1 PAB 2022-0020 - VOLUNTARY ANNEXATION + ZONING + LAND USE MAP AMENDMENTS 1411 S. 14TH STREET - FOURTEENTH STREET PROFESSIONAL PLAZA REQUEST FOR VOLUNTARY ANNEXATION FOR A PARCEL OF LAND TOTALING 1.63 ACRES OF LAND, ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL, AND ZONING DISTRICT OF C-2 FROM NASSAU COUNTY COMMERCIAL LAND USE AND COMMERCIAL INTENSIVE ZONING DISTRICT.

Ms. Forehand presented the request and recommended approval.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Minshew to recommend approval of PAB case 2022-0020 to the City Commission; AND that PAB case 2022-0020 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 all ayes, carried.

6.2 PAB2022-0021 - LAND DEVELOPMENT CODE TEXT AMENDMENTS (VARIOUS AND MINOR CHANGES) CITY OF FERNANDINA BEACH REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS MINOR AMENDMENTS

Ms. Forehand presented the request and recommended approval.

The board reviewed and discussed each of the changes proposed by staff. Staff captured the directed changes in a document.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Stevenson to recommend approval of PAB case 2022-2021 with applicable changes, to the City Commission; AND that PAB case 2022-2021 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 all ayes, carried.

7. BOARD BUSINESS

Vice-Chair Minshew suggested that Staff work on making the LDC amendments process as easy and clear for the benefit of the City Commission review.

Member Bennett spoke about the existing issues with current developments within the MU-1 zoning district and the increase in density in regard to underlaying lots being restored. Members exchanged comments and thoughts. City Attorney Bach suggested that the Board present their list of questions and concerns which could be discussed further in future meetings.

8. STAFF REPORT

9. PUBLIC COMMENT

Margaret Kirkland, 1377 Plantation Point Drive, thanked staff for their efforts put into the Vision 2045 plan and encouraged the board to address the different themes periodically along with any concerns brought up during Board Business session.

DRAFT

10. ADJOURNMENT 7:32 p.m.

Kelly Gibson, Recording Secretary

Victoria Robas, Chair

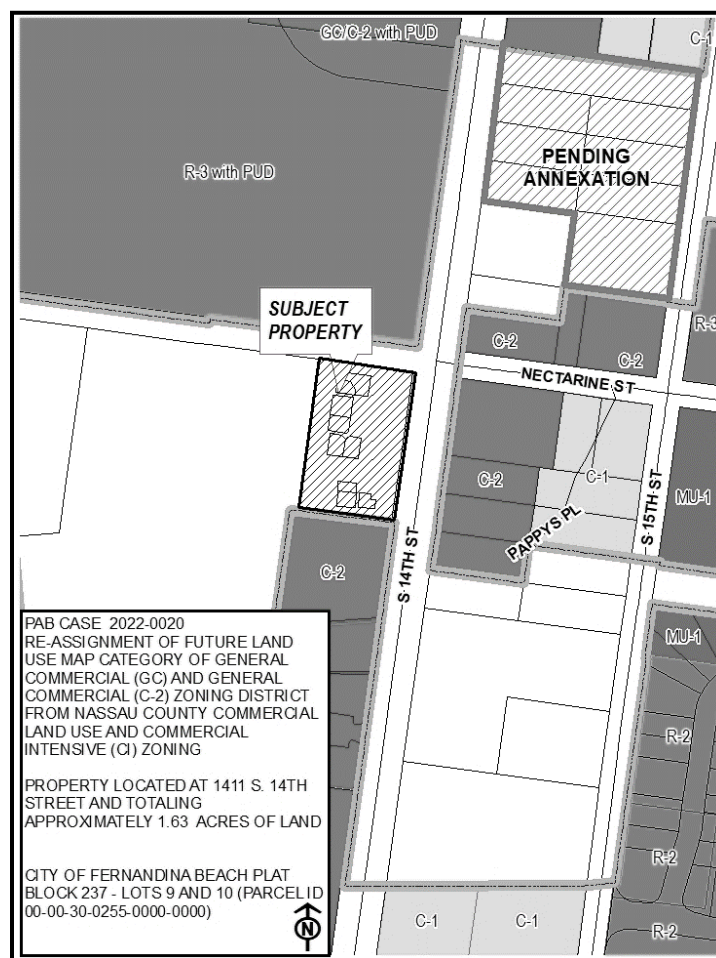


**NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, June 8, 2022, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following

VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE

PAB CASE 2022-0020: CITY OF FERNANDINA BEACH REQUESTS VOLUNARY ANNEXATION OF APPROXIMATELY 1.63 ACRES OF LAND LOCATED AT 1411 S. 14TH STREET (PARCEL ID 00-00-30-0255-0000-0000), ASSIGNMENT OF THE FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) AND GENERAL COMMERCIAL (C-2) ZONING DISTRICT FROM NASSAU COUNTY COMMERCIAL LAND USE AND COMMERCIAL INTENSIVE (CI) ZONING.



LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2022-0021: CITY OF FERNANDINA BEACH REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS MINOR AMENDMENTS TO ADDRESS ERRORS, OMISSIONS AND CORRECTIONS INCLUDING SECTION 1.07.00 TO AMEND DEFINITIONS FOR BALCONY, PORCH, AND SHADE TREE; AND TO MODIFY STANDARDS FOR LOT DESIGN BY STRIKING WATER BODIES AS IMPERVIOUS SURFACES IN SECTION 4.02.01(D); AND AMENDING TABLE 4.02.01(J) DESIGN STANDARDS FOR LOTS TO ADD NOTE 4.02.01(J)(7) REQUIREMENT OF A PERMIT FOR CONCRETE OR ASPHALT INSTALLATION MORE THAN 150 SQUARE FEET; AND AMENDING SECTION 4.02.03(A)(5) STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT TO ADD SUBSECTION 4.02.03(A)(5)(A) TO ADDRESS SIDE AND FRONT YARD SETBACK REQUIREMENTS FOR BALCONIES; AND AMENDING SECTION 4.02.03 (A)(7) DECK SETBACK REQUIREMENTS FOR SIDE AND REAR

YARDS; AND AMENDING SECTION 4.03.03(6)(A) 8TH STREET SMALL AREA DESIGN STANDARDS TO ADDRESS FENCE MATERIAL REQUIREMENT FOR PROPERTIES FRONTING 8TH STREET AND TO ADD SUBSECTION 4.02.03(A)(I) PROVIDING WOOD AND VINYL FENCE MATERIAL ALLOWANCE FOR ALL OTHER PROPERTIES NOT FRONTING 8TH STREET, WITHIN MU-8 ZONING; AND AMENDING SECTION 5.01.11(F)(2) AND 5.01.11(F)(3) SWIMMING POOLS AND POOL ENCLOSURES TO MODIFY MINIMUM SIDE AND REAR SETBACK REQUIREMENTS; AND AMENDING SECTION 6.02.24 MOBILE FOOD VENDING "FOOD TRUCK" PARKS TO ADD SUBSECTION 6.02.24(A)(1) DIRECTING FOOD TRUCK COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE FLORIDA STATUTES AND FLORIDA ADMINISTRATIVE CODE, AND AMENDING SECTION 6.02.24 TO INCLUDE REFERENCES TO FLORIDA STATUTES AND FLORIDA ADMINISTRATIVE CODE; AND AMENDING SECTION 7.01.01(E) ACCESS AND DRIVEWAY DESIGN REQUIREMENTS; AND MODIFYING SECTION 7.01.02(C) STREETS AND RIGHTS-OF-WAY TO INCLUDE AMENDED STREET NUMBER SIGN REQUIREMENTS, AND BY AMENDING SECTION 7.01.02(C) TO STRIKE SUBSECTION 7.01.02(C)(2); AND MODIFYING TABLE 7.01.04(A) PARKING SPACE REQUIREMENTS BY STRIKING ERRONEOUS REFERENCE TO SECTION 4.03.03 IN FOOTNOTE 2; AND AMENDING SECTION 7.01.08(B) VISIBILITY AT INTERSECTIONS DIRECTING CONSISTENCY WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN MANUAL AND BY STRIKING SUBSECTION 7.01.08(B)(1); AND MODIFYING STANDARDS FOR AMELIA RIVER WATERFRONT COMMUNITY REDEVELOPMENT AREA BY STRIKING ERRONEOUS REFERENCE TO SECTION 3.01.03(J) AS CONTAINED IN SECTION 8.01.02(D)(1); AND AMENDING SECTION 8.01.01.02 (H). SPECIFIC REQUIREMENTS WITHIN THE OT-1 AND OT-2 ZONING DISTRICTS TO ADDRESS INCONSISTENCY IN HEIGHT REQUIREMENTS FOR ACCESSORY DWELLINGS WITHIN THE OT-1 AND OT-2 ZONING DISTRICTS; AND AMENDING SECTION 9.01.01 APPOINTMENT, TERM OF OFFICE, AND GENERAL MEMBERSHIPS REQUIREMENTS AND SECTION 9.01.02 ATTENDANCE AND AMENDING SECTION 9.01.03 OFFICERS AND COMMITTEES AMENDING SECTION 9.01.04 REMOVALS AND VACANCIES TO PROVIDE CONSISTENCY WITH MUNICIPAL CODE STANDARDS AS AMENDED IN AUGUST 2021 AND MODIFYING SECTION 10.02.01 VARIANCES GENERALLY TO ALIGN WITH THE CURRENT BUILDING HEIGHT RESTRICTION LANGUAGE IN SECTION 4.02.03.

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 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

Thank you so much.

Note to News Leader:

**** This ad cannot be included in the legal or the classified section of the newspaper. ****
Please run as a DISPLAY ad in the Friday, May 27, 2022 issue.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2022-21
Zoning Map Change to C-2 (General Commercial) for 1.63 acres of land.

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2022-21 at First reading

SYNOPSIS: The City of Fernandina Beach requests annexation of property located at 1411 S. 14th Street. This parcel is contiguous to the municipal limits. The property owners entered into a voluntary annexation agreement in April 2022. Assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and General Commercial (C-2) zoning district is requested for the subject property. This designation is the most closely aligned with the current Nassau County FLUM category and zoning district.

The Planning Advisory Board (PAB), during its June 8, 2022 Regular Meeting, issued a recommendation of approval.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2022-21 at First Reading.

Kelly Gibson, Planning Director	7/5/2022
Monica Benischeck, Administrative Services Manager	7/6/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

Date: June 14, 2022

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Approve

ORDINANCE 2022-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF GENERAL COMMERCIAL (C-2) FOR 1.63 ACRES OF LAND LOCATED AT 1411 SOUTH 14TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has requested assignment of the City's General Commercial (C-2) Zoning District from Nassau County Commercial Intensive Zoning District as part of its application request for annexation into the City of Fernandina Beach; and

WHEREAS, Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed and held a public hearing on June 8, 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 May 27, 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. The properties identified for this change of the Zoning Map to City of Fernandina Beach General Commercial (C-2) 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 and attached hereto as Exhibit "A":

- From Nassau County Commercial Intensive to City of Fernandina Beach General Commercial (C-2).

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.

SECTION 4. This Ordinance shall become effective December 20, 2022 or on the date the City of Fernandina Beach 2022 General Election is certified, whichever is earlier.

ENACTED this 5th day of July 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

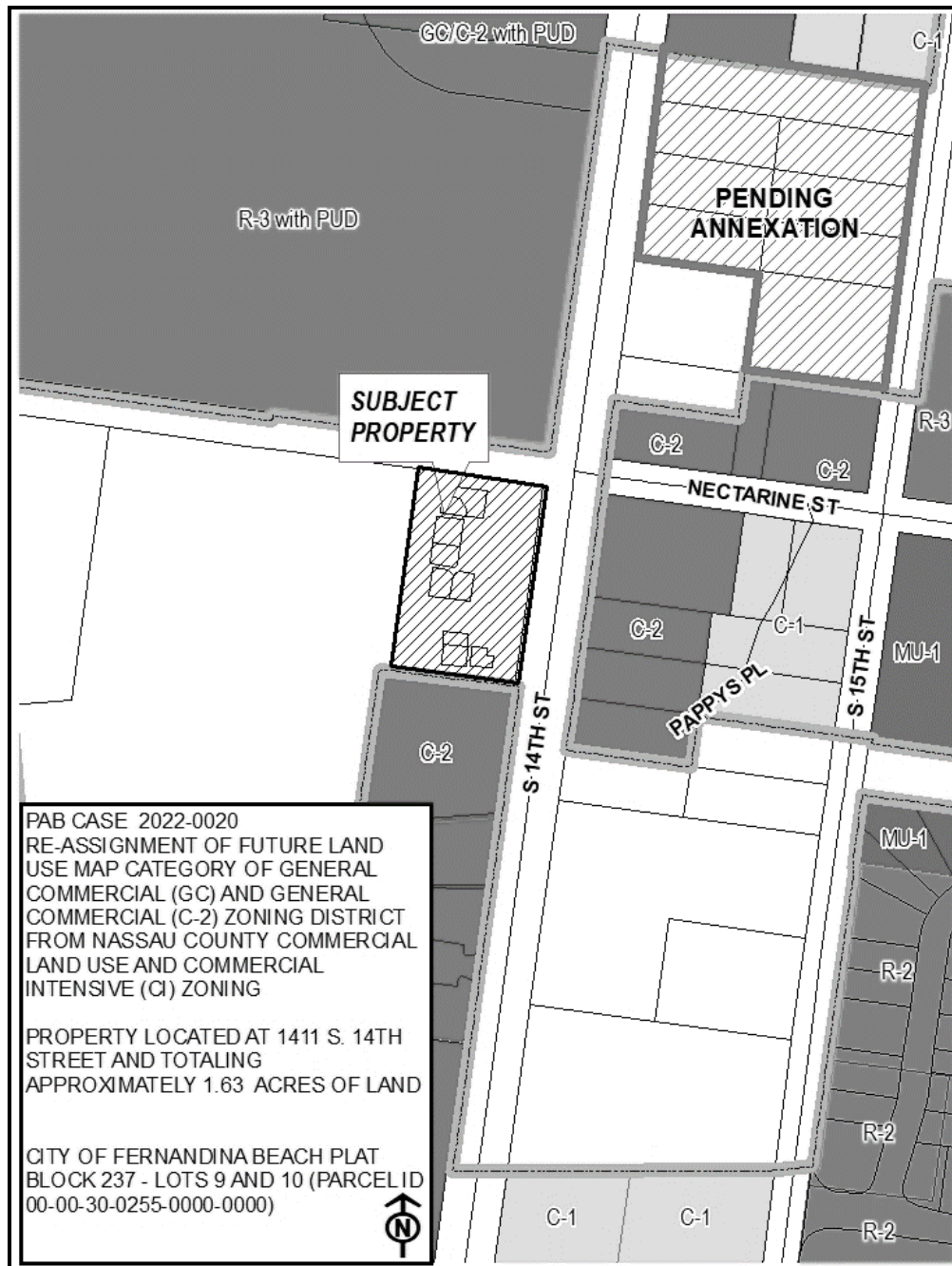
Date of First Reading: July 19, 2022

Date of Second Reading/Final Hearing: August 16, 2022

ORDINANCE 2022-21

EXHIBIT A

PROPERTIES LOCATED AT 1411 SOUTH 14TH STREET TOTALING 1.63 ACRES OF LAND
ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF GENERAL COMMERCIAL
AND ZONING DISTRICT OF GENERAL COMMERCIAL (C-2)





APPLICATION FOR VOLUNTARY ANNEXATION, LAND USE AND ZONING
1411 SOUTH 14TH STREET

APPLICATION & SURROUNDING AREA INFORMATION:

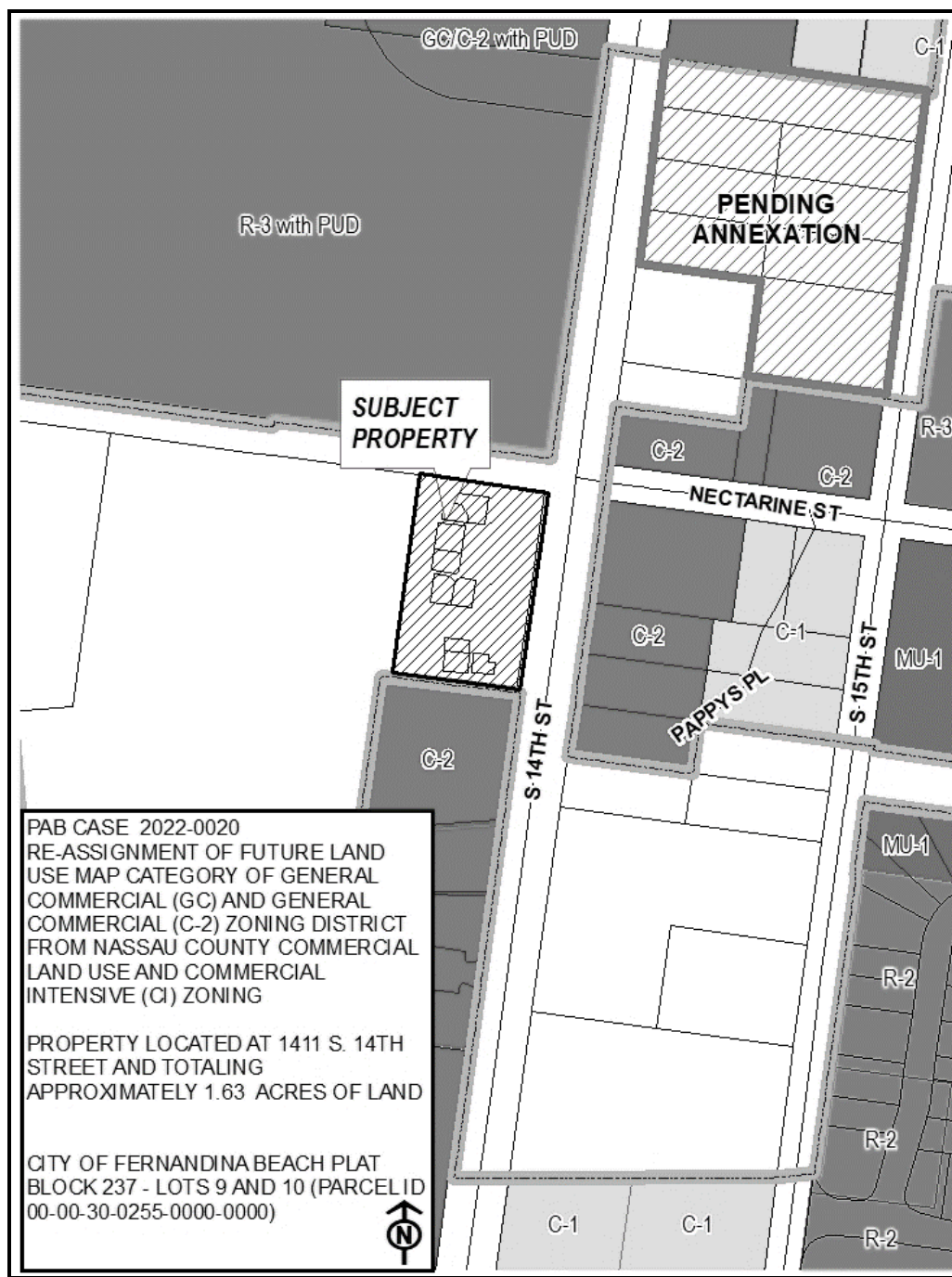
OWNER/APPLICANT:	Fourteenth Street Professional Plaza				
AGENT:	n/a				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of General Commercial and, Zoning District of C-2				
LOCATION:	1411 South 14 th Street				
CURRENT ZONING:	Nassau County Commercial Intensive				
CURRENT LAND USE:	Nassau County Commercial				
EXISTING USES ON SITE:	Professional/Medical Offices				
PROPERTY SIZE:	Approximately 1.63 Acres of Land				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
WITHIN CITY LIMITS	North	Apartment	2019	R-3 with PUD	High Density Residential
WITHIN CITY LIMITS	South	Auto repair	1980	C-2	General Commercial
WITHIN CITY LIMITS	East	Utilities	n/a	C-2	General Commercial
NASSAU COUNTY	West	Utilities	n/a	Commercial Intensive	Commercial

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



STAFF REPORT
PAB 2022-0020 (AX, LU, CZ)
Planning Advisory Board Hearing
June 08, 2022

Daphne Forehand
Planner I





SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests annexation of 1411 South 14th Street. Resolution 2022-85 approved extension of water and sewer services of land located off South 14th Street. Assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and General Commercial (C-2) Zoning District is requested for the subject parcel. These designations are the most closely aligned with the Current Nassau County FLUM category and zoning district.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The area is a logical extension of urban development and any development or redevelopment is capable of achieving full compliance with the City's Land Development Code and Comprehensive Plan. The City is able to serve this property and meet or exceed all levels of service required by Comprehensive Plan policies referenced herein.

<i>Applicable Policy Reference</i>	<i>Determination of Consistency</i>
CP 1.02.02	✓
CP 1.02.03	✓
CP 1.02.04	✓
CP 1.02.10	✓
CP 1.03.01	✓
CP 1.04.03	✓
CP 1.07.09	✓
CP 4.01.01	✓
CP 4.01.02	✓
LDC 2.01.12	✓
LDC11.01.07	✓

CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is consistent with the City's Comprehensive Plan and the Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the General Commercial FLUM category, and C-2 zoning district. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for July 5, 2022,



STAFF REPORT
PAB 2022-0020 (AX, LU, CZ)
Planning Advisory Board Hearing
June 08, 2022

Daphne Forehand
Planner I

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2022-0020 to the City Commission requesting that a Voluntary Annexation, Assignment of the General Commercial land use category, and C-2 zoning district for properties located at 1411 South 14th Street be **(approved or denied)** and that PAB case 2022-0020, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Respectfully submitted,

Daphne Forehand
Planner I

Print

Planning Advisory Board (PAB) - Submission #9131

Date Submitted: 4/29/2022

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

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Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.



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Comp Plan Amendment (\$5,000)



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Subdivision Plat " Final (\$1,500)



Vacation of R.O.W. (\$3,500)



Small Cell Outside R.O.W. (per application) (\$500)



Voluntary Annexation (\$2,000)



Development of Regional Impact: Amend Development Order (\$1,500)



New Telecommunications Structure (\$2,000)



Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

pab 2022



IMPORTANT NOTES

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To guide you through the process and ensure that your application is understood and properly processed, you’ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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☐

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Preliminary Subdivision Plat “ see LDC Section 11.01.05.

☐

Final Subdivision Plat “ LDC Section 11.01.05.

☐

Zoning Map Changes “ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

☐

A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board’s public hearing;

☐

Proof of Ownership (copy of deed or tax statement);

☐

A current survey of the property (no older than two years);

☐

If applying as an agent, Owner’s Authorization for Agent Representation form needs to be signed/ notarized and included in application;

☐

A detailed letter of intent stating the following:

☐

o The consistency of the proposed amendment(s) or action(s) with the City’s Comprehensive Plan.

☐

o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

4/14/2022

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiser’s Website’s Map Search

Site Address*

1411 S. 14th Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-0255-0000-0000

Lot*

9-10

Block*

237

Subdivision*

S. 14th Street

Zoning District*

C-3

Future Land Use Designation*

General Commercial

REVIEW TYPE*

☒

Zoning Map Amendment ≤ 10 acres

☐

Zoning Map Amendment > 10 acres

☐

LDC Text Amendment

☐

Comp Plan Amendment

☐

Subdivision Plat “ Preliminary ≤ 20 units

☐

Subdivision Plat “ Preliminary > 20 units

☐

Subdivision Plat “ Final

☐

Vacation of R.O.W.

☒

Voluntary Annexation

☐

Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Phil

Last Name*

Griffin

Company (if applicable)

South Fourteenth Street Professional Plaza

Mailing Address*

608 s. 8th Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-261-2770

Email Address*

propmngmt@acrfl.com

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner’s Authorization For Agent Representation form must be included

First Name

Dale

Last Name

Martin

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Admin2022-0033

Summary of Request (more detailed information to be provided in required letter of intent)*

annexation

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

4/29/2022

Upload Supporting Documentation*

Resolution.doc



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DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
JUNE 8, 2022**

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

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Brandy Carvalho

OTHERS PRESENT:

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

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

4.1 Approval of Minutes for the May 11, 2022, Regular Meeting.

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

Member Stevenson mentioned that Item 6.1 should reflect that he abstained from voting. The votes have reflected an approval by 5-1.

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

- 5. OLD BUSINESS**

Vision 2045

Members discussed the latest version of the Vision2045 document and entrusted the chair to finalize the document working with staff. Chair Robas suggested another workshop to look at the final document before it is submitted to the City Commission for approval.

6. NEW BUSINESS

6.1 PAB 2022-0020 - VOLUNTARY ANNEXATION + ZONING + LAND USE MAP AMENDMENTS 1411 S. 14TH STREET - FOURTEENTH STREET PROFESSIONAL PLAZA REQUEST FOR VOLUNTARY ANNEXATION FOR A PARCEL OF LAND TOTALING 1.63 ACRES OF LAND, ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL, AND ZONING DISTRICT OF C-2 FROM NASSAU COUNTY COMMERCIAL LAND USE AND COMMERCIAL INTENSIVE ZONING DISTRICT.

Ms. Forehand presented the request and recommended approval.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Minshew to recommend approval of PAB case 2022-0020 to the City Commission; AND that PAB case 2022-0020 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 all ayes, carried.

6.2 PAB2022-0021 - LAND DEVELOPMENT CODE TEXT AMENDMENTS (VARIOUS AND MINOR CHANGES) CITY OF FERNANDINA BEACH REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS MINOR AMENDMENTS

Ms. Forehand presented the request and recommended approval.

The board reviewed and discussed each of the changes proposed by staff. Staff captured the directed changes in a document.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Stevenson to recommend approval of PAB case 2022-2021 with applicable changes, to the City Commission; AND that PAB case 2022-2021 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 all ayes, carried.

7. BOARD BUSINESS

Vice-Chair Minshew suggested that Staff work on making the LDC amendments process as easy and clear for the benefit of the City Commission review.

Member Bennett spoke about the existing issues with current developments within the MU-1 zoning district and the increase in density in regard to underlaying lots being restored. Members exchanged comments and thoughts. City Attorney Bach suggested that the Board present their list of questions and concerns which could be discussed further in future meetings.

8. STAFF REPORT

9. PUBLIC COMMENT

Margaret Kirkland, 1377 Plantation Point Drive, thanked staff for their efforts put into the Vision 2045 plan and encouraged the board to address the different themes periodically along with any concerns brought up during Board Business session.

DRAFT

10. ADJOURNMENT 7:32 p.m.

Kelly Gibson, Recording Secretary

Victoria Robas, Chair

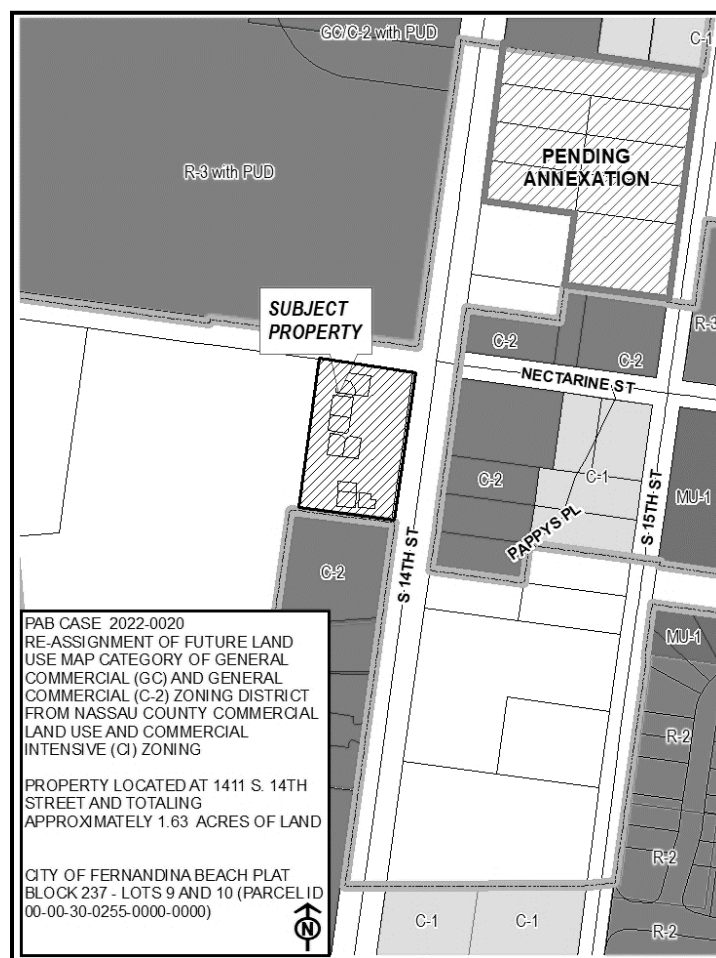


**NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, June 8, 2022, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following

VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE

PAB CASE 2022-0020: CITY OF FERNANDINA BEACH REQUESTS VOLUNARY ANNEXATION OF APPROXIMATELY 1.63 ACRES OF LAND LOCATED AT 1411 S. 14TH STREET (PARCEL ID 00-00-30-0255-0000-0000), ASSIGNMENT OF THE FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) AND GENERAL COMMERCIAL (C-2) ZONING DISTRICT FROM NASSAU COUNTY COMMERCIAL LAND USE AND COMMERCIAL INTENSIVE (CI) ZONING.



LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2022-0021: CITY OF FERNANDINA BEACH REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS MINOR AMENDMENTS TO ADDRESS ERRORS, OMISSIONS AND CORRECTIONS INCLUDING SECTION 1.07.00 TO AMEND DEFINITIONS FOR BALCONY, PORCH, AND SHADE TREE; AND TO MODIFY STANDARDS FOR LOT DESIGN BY STRIKING WATER BODIES AS IMPERVIOUS SURFACES IN SECTION 4.02.01(D); AND AMENDING TABLE 4.02.01(J) DESIGN STANDARDS FOR LOTS TO ADD NOTE 4.02.01(J)(7) REQUIREMENT OF A PERMIT FOR CONCRETE OR ASPHALT INSTALLATION MORE THAN 150 SQUARE FEET; AND AMENDING SECTION 4.02.03(A)(5) STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT TO ADD SUBSECTION 4.02.03(A)(5)(A) TO ADDRESS SIDE AND FRONT YARD SETBACK REQUIREMENTS FOR BALCONIES; AND AMENDING SECTION 4.02.03 (A)(7) DECK SETBACK REQUIREMENTS FOR SIDE AND REAR

YARDS; AND AMENDING SECTION 4.03.03(6)(A) 8TH STREET SMALL AREA DESIGN STANDARDS TO ADDRESS FENCE MATERIAL REQUIREMENT FOR PROPERTIES FRONTING 8TH STREET AND TO ADD SUBSECTION 4.02.03(A)(I) PROVIDING WOOD AND VINYL FENCE MATERIAL ALLOWANCE FOR ALL OTHER PROPERTIES NOT FRONTING 8TH STREET, WITHIN MU-8 ZONING; AND AMENDING SECTION 5.01.11(F)(2) AND 5.01.11(F)(3) SWIMMING POOLS AND POOL ENCLOSURES TO MODIFY MINIMUM SIDE AND REAR SETBACK REQUIREMENTS; AND AMENDING SECTION 6.02.24 MOBILE FOOD VENDING "FOOD TRUCK" PARKS TO ADD SUBSECTION 6.02.24(A)(1) DIRECTING FOOD TRUCK COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE FLORIDA STATUTES AND FLORIDA ADMINISTRATIVE CODE, AND AMENDING SECTION 6.02.24 TO INCLUDE REFERENCES TO FLORIDA STATUTES AND FLORIDA ADMINISTRATIVE CODE; AND AMENDING SECTION 7.01.01(E) ACCESS AND DRIVEWAY DESIGN REQUIREMENTS; AND MODIFYING SECTION 7.01.02(C) STREETS AND RIGHTS-OF-WAY TO INCLUDE AMENDED STREET NUMBER SIGN REQUIREMENTS, AND BY AMENDING SECTION 7.01.02(C) TO STRIKE SUBSECTION 7.01.02(C)(2); AND MODIFYING TABLE 7.01.04(A) PARKING SPACE REQUIREMENTS BY STRIKING ERRONEOUS REFERENCE TO SECTION 4.03.03 IN FOOTNOTE 2; AND AMENDING SECTION 7.01.08(B) VISIBILITY AT INTERSECTIONS DIRECTING CONSISTENCY WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN MANUAL AND BY STRIKING SUBSECTION 7.01.08(B)(1); AND MODIFYING STANDARDS FOR AMELIA RIVER WATERFRONT COMMUNITY REDEVELOPMENT AREA BY STRIKING ERRONEOUS REFERENCE TO SECTION 3.01.03(J) AS CONTAINED IN SECTION 8.01.02(D)(1); AND AMENDING SECTION 8.01.01.02 (H). SPECIFIC REQUIREMENTS WITHIN THE OT-1 AND OT-2 ZONING DISTRICTS TO ADDRESS INCONSISTENCY IN HEIGHT REQUIREMENTS FOR ACCESSORY DWELLINGS WITHIN THE OT-1 AND OT-2 ZONING DISTRICTS; AND AMENDING SECTION 9.01.01 APPOINTMENT, TERM OF OFFICE, AND GENERAL MEMBERSHIPS REQUIREMENTS AND SECTION 9.01.02 ATTENDANCE AND AMENDING SECTION 9.01.03 OFFICERS AND COMMITTEES AMENDING SECTION 9.01.04 REMOVALS AND VACANCIES TO PROVIDE CONSISTENCY WITH MUNICIPAL CODE STANDARDS AS AMENDED IN AUGUST 2021 AND MODIFYING SECTION 10.02.01 VARIANCES GENERALLY TO ALIGN WITH THE CURRENT BUILDING HEIGHT RESTRICTION LANGUAGE IN SECTION 4.02.03.

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 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

Thank you so much.

Note to News Leader:

**** This ad cannot be included in the legal or the classified section of the newspaper. ****
Please run as a DISPLAY ad in the Friday, May 27, 2022 issue.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2022-22
Land Development Code Text Amendment (Various and Minor Changes)

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2022-22 at First Reading

SYNOPSIS: Land Development Code (LDC) amendments were prepared to address various LDC amendments to address errors, omissions and corrections. The Planning Advisory Board (PAB), at its June 8, 2022, Regular Meeting, issued a recommendation of approval.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2022-22 at First Reading with an amendment to additionally strike Footnote 1 to Table 7.01.04(A): footnote is superfluous due to the enactment of Ordinance 2019-03 which codified the language in Sec. 7.01.04 A 3: "Due to the nature and character of properties within the Central Business District (C-3) and the Amelia River Waterfront Community Redevelopment Area waterfront lots containing Industrial Waterfront (I-W) or Waterfront Mixed-Use (W-1), the provision of off-street parking will not be required, except for triplex and multi-family dwelling units, lodging accommodations and bed and breakfast inns." The City has never dedicated fifty percent of waterfront parking to vehicles with boat trailers, and to do so would significantly reduce the amount of unrestricted parking at the Amelia River waterfront.

Kelly Gibson, Planning Director	7/5/2022
Monica Benischeck, Administrative Services Manager	7/6/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

Date: June 14, 2022

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Adopt

ORDINANCE 2022-22

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) WITH MINOR AMENDMENTS TO ADDRESS ERRORS, OMISSIONS AND CORRECTIONS INCLUDING SECTION 1.07.00 TO AMEND DEFINITIONS FOR BALCONY, PORCH, AND SHADE TREE; AND TO MODIFY STANDARDS FOR LOT DESIGN BY STRIKING WATER BODIES AS IMPERVIOUS SURFACES IN SECTION 4.02.01(D); AND AMENDING TABLE 4.02.01(J) DESIGN STANDARDS FOR LOTS TO ADD NOTE 4.02.01(J)(7) REQUIREMENT OF A PERMIT FOR CONCRETE OR ASPHALT INSTALLATION MORE THAN 150 SQUARE FEET; AND AMENDING SECTION 4.02.03(A)(5) STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT TO ADD SUBSECTION 4.02.03(A)(5)(A) TO ADDRESS SIDE AND FRONT YARD SETBACK REQUIREMENTS FOR BALCONIES; AND AMENDING SECTION 4.02.03 (A)(7) DECK SETBACK REQUIREMENTS FOR SIDE AND REAR YARDS; AND AMENDING SECTION 4.03.03(6)(A) 8TH STREET SMALL AREA DESIGN STANDARDS TO ADDRESS FENCE MATERIAL REQUIREMENT FOR PROPERTIES FRONTING 8TH STREET AND TO ADD SUBSECTION 4.02.03(A)(I) PROVIDING WOOD AND VINYL FENCE MATERIAL ALLOWANCE FOR ALL OTHER PROPERTIES NOT FRONTING 8TH STREET, WITHIN MU-8 ZONING; AND AMENDING SECTION 5.01.11(F)(2) AND 5.01.11(F)(3) SWIMMING POOLS AND POOL ENCLOSURES TO MODIFY MINIMUM SIDE AND REAR SETBACK REQUIREMENTS; AND AMENDING SECTION 6.02.24 MOBILE FOOD VENDING “FOOD TRUCK” PARKS TO ADD SUBSECTION 6.02.24(A)(1) DIRECTING FOOD TRUCK COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE FLORIDA STATUTES AND FLORIDA ADMINISTRATIVE CODE, AND AMENDING SECTION 6.02.24 TO INCLUDE REFERENCES TO FLORIDA STATUTES AND FLORIDA ADMINISTRATIVE CODE; AND AMENDING SECTION 7.01.01(E) ACCESS AND DRIVEWAY DESIGN REQUIREMENTS; AND MODIFYING SECTION 7.01.02(C) STREETS AND RIGHTS-OF-WAY TO INCLUDE AMENDED STREET NUMBER SIGN REQUIREMENTS, AND BY AMENDING SECTION 7.01.02(C) TO STRIKE SUBSECTION 7.01.02(C)(2); AND MODIFYING TABLE 7.01.04(A) PARKING SPACE REQUIREMENTS BY STRIKING ERRONEOUS REFERENCE TO SECTION 4.03.03 IN FOOTNOTE 2; AND AMENDING SECTION 7.01.08(B) VISIBILITY AT INTERSECTIONS DIRECTING CONSISTENCY WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN MANUAL AND BY STRIKING SUBSECTION 7.01.08(B)(1); AND MODIFYING STANDARDS FOR AMELIA RIVER WATERFRONT COMMUNITY REDEVELOPMENT AREA BY STRIKING ERRONEOUS REFERENCE TO SECTION 3.01.03(J) AS CONTAINED IN SECTION 8.01.02(D)(1); AND AMENDING SECTION 8.01.01.02 (H). SPECIFIC

REQUIREMENTS WITHIN THE OT-1 AND OT-2 ZONING DISTRICTS TO ADDRESS INCONSISTENCY IN HEIGHT REQUIREMENTS FOR ACCESSORY DWELLINGS WITHIN THE OT-1 AND OT-2 ZONING DISTRICTS; AND AMENDING SECTION 9.01.01 APPOINTMENT, TERM OF OFFICE, AND GENERAL MEMBERSHIPS REQUIREMENTS AND SECTION 9.01.02 ATTENDANCE AND AMENDING SECTION 9.01.03 OFFICERS AND COMMITTEES AMENDING SECTION 9.01.04 REMOVALS AND VACANCIES TO PROVIDE CONSISTENCY WITH MUNICIPAL CODE STANDARDS AS AMENDED IN AUGUST 2021 AND MODIFYING SECTION 10.02.01 VARIANCES GENERALLY TO ALIGN WITH THE CURRENT BUILDING HEIGHT RESTRICTION LANGUAGE IN SECTION 4.02.03; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for an LDC text amendment to modify multiple Land Development Code Sections to address errors, omissions, and corrections, and

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

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

WHEREAS, the Planning Advisory Board held public hearings on May 11, 2022 and June 08, 2022 to discuss and consider public comment on the requested LDC Text Amendments;

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its Regular Meeting on Wednesday, June 08, 2022, and issued a recommendation of approval for the requested amendments; and

WHEREAS, notice of public hearing on such Land Development Code amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on May 27, 2022.

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

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments attached hereto as Exhibit "A," amending multiple LDC Sections to address errors, omissions, and corrections.

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

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

ENACTED this 2nd day of August, 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: July 19, 2022

Date of Second Reading/Final Hearing: August 16, 2022

Date of Publication:

ORDINANCE 2022-XX
EXHIBIT “A”

Chapter 1 Changes

1.07.00 ACRONYMS AND DEFINITIONS

~~Balcony means an exterior floor system projecting from a structure and supported by the structure, with no additional independent supports. a projecting platform that is open and roofless and which is suspended or cantilevered from, or supported solely by, the principal structure with no additional independent supports. In instances of multi-level balconies, the floor of one balcony does not qualify as the roof of another.~~

Porch means a covered **or uncovered** but unenclosed projection from the main wall of a building that may or may not use columns or posts for structural purposes.

Shade Tree means any **native** self-supporting woody plant of a species that is generally well-shaped, well-branched, and well-foliated which normally grows to an overall minimum height of thirty-five (35) feet with a minimum average mature crown spread of **thirty** (30) ~~thirty~~ feet, and which is commonly accepted by the local horticultural and arboricultural professionals as a species which can be expected to survive for at least fifteen (15) years in a healthy and vigorous growing condition over a wide range of environmental conditions.

Chapter 4 Changes

4.02.01 Standards for Lot Design

- A. The following types of lots are permissible:
1. Corner lot, located at the intersection of two (2) streets and abutting such streets on two (2) adjacent sides. Lots abutting a right of way that is used as a beach access ~~shall~~ **is** not ~~be~~ considered a corner lot, if access is not provided through the beach access.
 2. Double-frontage lot, with frontage on two (2) opposing sides; where one (1) frontage is on an alley, the lot is not considered a double-frontage lot. A double-frontage lot may also be called a through-lot.
 3. Interior lot, which has street frontage on only one (1) side.
 4. Lots that are located in conformity with the established street pattern.
1. Only one (1) principal residential building and its allowable accessory buildings ~~shall hereafter~~ **can** be erected on any one (1) lot.
 2. Except as specifically provided in this LDC, no lot existing at the time of adoption of this LDC ~~shall~~ **can** be reduced, divided, or changed so as to produce a lot or tract of land which does not comply with the minimum standards as set forth in this LDC.
 3. The impervious surface ratio is calculated by dividing the total of all impervious surfaces on the lot by the total lot area. ~~Water bodies are impervious surfaces.~~
 4. Where cluster development is permissible and proposed under unified development control, the calculation of impervious surface ~~shall~~ **applies** to the entire site and ~~shall not be~~ applied to individual lots within the development site.
 5. The floor area ratio is calculated by dividing the total of all floor areas on the site by the total site area. Floor areas include the gross floor area on each floor or story of the principal building and the floor area of any accessory building, not including parking areas.

6. Minimum lot area ~~shall~~ **must** be consistent with the density standards set forth in Table 4.01.01. For the purpose of determining consistency of the lot area with density standards, density ~~shall be~~ **is** as defined in the Comprehensive Plan.
7. The minimum lot area for lots in the RE zoning district ~~shall be~~ **is** 43,560 square feet.
8. Lots ~~shall~~ **must** be designed to comply with the standards set forth in Table 4.02.01(J).

4.02.01(J). Design Standards for Lots

Zoning District	Minimum Lot Width (ft.)	Maximum Impervious Surface Ratio for Lots (%) (Note 7)	Maximum Floor Area Ratio for Lots (%) (Note 1)
RE	100	60	50
R1-G	75	60	50
R-1	50 or 75 Note 2	60	50
RLM	50	60	50
R-2	50 Note 4	60	50
R-3	50	60	50
OT-1	46.5	Note 6	50
OT-2	46.5	Note 6	50
MU-1	50	60	50
MU-8	25	60	200
C-1	50	60	1.50
C-2	50	60	1.50
C-3	25	75 Note 3	200
I-1	75	60	50
I-2	75	60	50
I-A	75	60	50
I-W	75	60	75
W-1	25	60	75
PI-1	50	60 Note 5	50
CON	NA	5	NA
REC	NA	Note 5	NA

- Notes:
1. For RE, R-1, R-2, R-3, OT-1, and OT-2, the FAR standard applies to any permissible commercial uses.
 2. The minimum lot width for lots platted prior to the effective date of this LDC is fifty (50) feet. The minimum lot width for lots platted on or after the effective date of this LDC is seventy-five (75) feet.
 3. The maximum impervious surface ratio within the "Central Business District" land use category, as depicted on the Future Land Use Map, may be 1.00 where the application is for redevelopment of a lot that is developed with 100% impervious surface. Where the application is for new development of a vacant lot, the maximum impervious surface on the lot may be 100% where stormwater facilities are available and have sufficient capacity to accept the runoff from the lot.
 4. Development is permissible on lots which were platted before the effective date of this LDC and have a minimum width of twenty-five (25) feet.
 5. Proposed development on lots within the "Recreation" land use, as depicted on the Future Land Use Map shall not exceed 0.25 impervious surface ratios.
 6. Refer to Chapter 8 Section 8.01.01.02 for maximum lot coverage.

7. Permits required for residentially zoned parcels for concrete or asphalt installation more than 150 sq. ft of horizontal surface area.

4.02.03 Standards for Buildings and Building Placement

A. Encroachment

5. A yard created by the setbacks set forth in this section will not be considered a yard for any other building.
6. Every part of a required yard must be open and unobstructed from its lowest point to the sky, except as set forth in Section 4.02.03(A) (3), (4), (5) and (6) below.
7. Front entry steps may encroach into a minimum front yard up to forty-two (42) inches.
8. The following building features may project into a minimum yard up to twenty-four (24) inches: sills, belt courses, cornices, buttresses, ornamental features, chimneys, and eaves.
9. The following building features may project into a minimum rear yard up to forty-two (42) inches: open or enclosed fire escapes, outside stairwells, and balconies.
 - a. **Balconies must comply with the front and side yard setbacks.**
10. Porches may encroach up to ten (10) feet into the rear yard setback.
 - a. Porches must comply with the front and side yard setbacks.
7. Decks with a finished floor of 12" or less from grade are permissible encroachments into the side and rear yards up to ~~ten (10)~~ **five (5)** feet from the property line. For installation of a deck on varying topography, the floor level may be allowed to reach a maximum of 36" from grade.
 - a. Decks must comply with the front yard setbacks.
8. Mechanical equipment may be located within the side or rear yard setback, but not closer than five (5) feet to side or rear yard lot lines and screened by landscaping or opaque fencing.
9. Specific requirements for fences and signs are outlined in Sections 5.01 and 5.03.

4.03.03 8th Street Small Area Design Standards

6. Fences. ~~Up~~ **Fences up** to 8 foot tall ~~fences~~ are permissible
 - a. Fence Material: Black Wrought Iron or black anodized (SP) Aluminum is **required for properties fronting 8th Street.**
 - i. **Fence material for all other properties, not fronting 8th Street, within MU-8 zoning may be constructed of black wrought iron, or black anodized aluminum or wood or vinyl or some combination of these materials.**

Chapter 5 Changes

5.01.11 Swimming Pools and Pool Enclosures

- A. All pools ~~shall~~ **must** provide fencing or enclosures in compliance with the requirements of the Florida Building Code.
- B. A screen enclosure may be installed instead of, or in addition to, a fence or wall, provided that the screen enclosure meets all the following requirements:
 1. A pool screen enclosure ~~shall~~ **must** be set back from the side lot line a minimum of three (3) feet;
 2. A pool screen enclosure ~~shall~~ **must** not be closer than three (3) feet to the rear lot line and ~~shall~~ is not be required to comply with the setback from a rear lot line as set forth in Section 4.02.03(E); and
 3. A pool screen enclosure ~~shall~~ **must** not exceed twenty-five (25) feet or the height of the principal structure, whichever is lower.

- C. No overhead electric power lines ~~shall~~ **can** pass over any pool unless enclosed in conduit and rigidly supported, nor ~~shall~~ **can** any power line be nearer than ten (10) feet horizontally or vertically from the pool edge.
- D. Pool equipment may be located within the side yard setback, but not closer than five (5) feet to side or rear yard lot line.
- E. Lights used to illuminate any swimming pool ~~shall~~ **must** be shielded and directed to avoid illuminations of adjoining properties.
- F. The following setback ~~shall~~ **must** be maintained and ~~shall~~ **must** be measured from the pool's edge of water to the lot line as follows:
 - 1. The minimum front setback ~~shall~~ **must** be the same as that required for a residence located on the parcel where the pool is to be constructed. However, in no case is the pool to be located closer to a front property line than the principal building is located;
 - 2. The minimum side setback ~~shall be~~ **cannot be** less than ~~eight (8) feet~~ **seven and one half feet (7 and ½ ft.) from the side lot line;**
 - 3. The minimum rear setback ~~shall be~~ **cannot be** less than ~~eight (8) feet~~ **seven and one half feet (7 and ½ ft.) from the rear lot line;**
 - 4. In the C-2 and PL-1 zoning districts, pools that are an accessory to lodging accommodations may be located within a front yard, provided that the pool is setback at least ten (10) feet. The setback ~~shall~~ **must** be measured from the front property line to the outermost feature of the pool, such as the edge of the pool deck or pool enclosure.

Chapter 6 Changes

6.02.24 Mobile Food Vending “Food Truck” Parks

A. Mobile Food Vending “Food Truck” Parks are permissible, outside of the Downtown Historic District, in zoning districts MU-1, MU-8, C-1, C-2, C-3, I-1, I-2, I-A, I-W, OT-2 and W-1 as subject to the following supplemental standards.

1. **Food trucks must comply with all provisions of applicable Florida Statutes and the Florida Administrative Code. (Reference: FS 509.102 and Chapter 5K-4, F.A.C.)**
renumbering to follow
2. Food trucks **located within a Food Truck Park** must be connected to the electric utility service and may only operate with a generator in the case of an emergency.
3. Food trucks must be connected to City water and sewer service with the appropriately sized grease interceptor **unless they are self-sufficient and exempt as provided by FS 509.221.**
4. Restroom facilities must be provided on site or within 600 walking feet. Where shared restroom facilities are utilized, the City must be a party identified in the agreement requiring a signature from the City Manager, and the agreement must be in a form acceptable to the City Attorney and recorded with the Nassau County Clerk of Courts.
5. Minimum off-street parking requirements are 2 spaces per food truck pad.
6. Accessory activity areas must clearly designate all areas that will be used as accessory activity areas. The operation of such areas must comply with all applicable regulations, such as noise regulations.

Chapter 7 Changes

7.01.00 Access and Driveway Design Requirements

Table 7.01.01(A). Maximum number of access points per lot.

Functional Classification of Frontage Street	Maximum Number of Access Points
Arterial	1 per 500 feet of frontage
Collector, City responsibility	1 per 200 feet of frontage
Local	1 per 100 feet of frontage

- 1 The following standards ~~shall~~ apply to all driveways or access points from a lot or parcel onto a public street:
- A. The maximum number of access points for a lot is set forth in Table 7.01.01(A).
 - B. Platted lots of record on the effective date of this LDC which have fewer frontages than required in Table 7.01.01(A) ~~shall be~~ **are** allowed one (1) access point.
 - C. No point of access ~~shall be~~ **are** allowed within 100 feet of the intersection of the centerlines of any public street, except for single-family dwellings located on local streets intersecting with a local street, where the minimum separation ~~shall be~~ **is** fifty (50) feet.
 - D. Access ways or driveways for corner lots ~~shall~~ **must** be located on the street with the lower functional classification.
 - E. Driveways ~~shall~~ **must** comply with the following standards:
 - a. Residential driveways ~~shall~~ **must** be a minimum of ten (10) feet in width and a maximum of twenty (20) feet width, **exclusive of flare connection to the right-of-way. Flare connections cannot exceed three (3) feet in width on each side.** Circular driveways may be permissible not to exceed 10 feet in total width for each section.
 - b. Non-residential driveways ~~shall~~ **must** be twenty-five (25) feet in width; when two (2) or more uses share a driveway, the width may be increased to thirty-five (35) feet. When a landscaped median is provided, the total width ~~shall~~ **cannot** exceed fifty (50) feet.
 - c. The minimum inside turning radius ~~shall be~~ **is** fifteen (15) feet. No part of the turning radius ~~shall~~ **can** extend over the property line.

7.01.02 Streets and Rights-of-Way

- C. Street number signs- **must be installed consistent with the design standards specified in the Florida Building Code or Fire Prevention Code, whichever is stricter.**

~~To assist police, rescue, fire, and other public service agencies, and for the convenience of the public, each residential, commercial, or industrial structure visible from the public right-of-way is required to display a street number.~~

~~Numerals shall be attached to the front of the structure or shall be on both sides of the post supporting a mailbox at the street side of the property, shall be at least three (3) inches high, and~~

7.01.04(A) Parking Space Requirements (ONLY striking footnote 2 – last sentence to rely on LDC Section 8.01.02 (D) (4))

² Consistent with LDC policy 8.01.02(D)(4), Dwellings units within the CRA must provide two (2) spaces per dwelling unit on-site but are permitted the following exceptions: all units 1,000 sq. ft or under are only required to provide one (1) space per dwelling unit on-site and all units 1,001-1,250 sq. ft are only required to provide one and one-half (1.5) spaces per dwelling unit on-site. ~~Non-residential uses shall provide for parking per LDC section 4.03.03.~~

7.01.08 Visibility at Intersections

- A. In order to provide a clear view of intersecting rights-of-way and/or private driveways, there ~~shall~~ **must** be a triangular area of clear visibility formed by the two (2) intersecting rights-of-way, driveways, or combination thereof.
- B. The horizontal dimensions of sight areas are defined **as consistent with the most recent edition of the Florida Department of Transportation (FDOT) Design Manual for clear sight triangles and as determined by the type of traffic control and design speed of the roadways.** ~~triangular areas formed by the intersecting right-of-way lines and a straight line joining the right-of-way lines at points which are as follows:
1. In C-1, C-2, C-3, I-1, I-A, I-W, PL-1 RE, R-1, R-2, R-3, OT-1, OT-2 and MU-1 zoning districts, fifteen (15) feet from the point of intersection of the right-of-way lines.~~
- C. The vertical dimensions of sight areas are defined as that vertical space between the heights of eighteen (18) inches and ten (10) feet in elevation above the nearest edge of the street pavement of a paved street or above the nearest edge of the riding surface of an unpaved street.
- D. Within the clear visibility triangle area, no fence, wall, sign, structure, slope or embankment, parked vehicle, hedge, foliage or other planting, and other object or structure ~~shall~~ **may** be placed, erected, or maintained which will obstruct visibility.
- E. All landscaping ~~shall~~ **must** comply with the most current edition of the FDOT Roadway and Traffic Design Standard, regarding visibility triangles. Tree trunks, palms, and supporting columns or posts ~~shall be~~ **are** permitted within the clear area, provided that their location does not itself create a traffic hazard and the area is free of limbs and foliage. Landscaping, except grass or ground cover, ~~shall~~ **cannot** be located closer than three (3) feet from the edge of any driveway pavement.
- F. The requirements of this section ~~shall not be deemed to~~ **do not** prohibit any necessary retaining wall.

Streetlights and street name signposts ~~shall~~ **are** also ~~be~~ permitted, provided that illuminating fixtures or nameplates are not within the prescribed clear space.

Chapter 8 Changes

8.01.02 Amelia River Waterfront Community Redevelopment Area

Purpose

- A. It is the purpose of the CRA overlay to provide a broader mix of uses and compatible design with the downtown area in order to promote revitalization of the working waterfront and adjacent areas.
- B. The review of proposed development within the CRA Overlay ~~shall be~~ **is** based upon compliance with the CRA Design Guidelines. Those properties within the CRA Overlay which are also located within the Downtown Historic District Overlay ~~shall be~~ **are** reviewed for compliance with the Historic Preservation Design Guidelines, dated December 1999, as amended. All plans for development within the CRA Overlay ~~shall~~ **must** be reviewed by the Historic District Council.

- C. Site design standards specified in the overlay supersede the requirements for the underlying zoning district. Specific site design requirements that are not covered by the overlay ~~shall~~ follow the standards of the underlying zoning district.
- D. Properties located within the CRA abutting the Amelia River Waterfront are subject to the following standards:
 - G. All new construction that is a water dependent, water enhanced, or water related use is exempt from ~~Section 3.01.03(J) and~~ Section 3.03.03(B) 1.

8.01.01.02 Specific Requirements within the OT-1 and OT-2 Zoning Districts

- C. Garages and outbuildings that house more permanent types of occupancy, such as an accessory dwelling, ~~shall~~ **must** not exceed 500 square feet in area, per level, ~~shall cannot exceed~~ **24 25** feet in height, ~~shall must~~ not contain a kitchen, and ~~shall cannot~~ be rented out. The area of all other outbuildings is limited to 350 square feet and ~~shall cannot~~ exceed 16 feet in height.

Chapter 9 Changes

9.01.01 Appointment, Term of Office, and General Membership Requirements

- A. All members and alternate members ~~shall be~~ **are** appointed by the City Commission.
- ~~B. Each Board shall have the opportunity to review each applicant's resume and make a recommendation on the appointment.~~
- ~~B. C.~~ All **voting members and alternate** members ~~shall~~ **must** reside within the City Limits.
- ~~C. D.~~ Elected officials and employees of the City ~~shall are~~ not ~~be~~ eligible to serve on City boards, ~~or~~ commissions, **or committees** unless otherwise provided herein.
- ~~D. E.~~ Each **All** members ~~s~~ serves at the pleasure of the City Commission.
- ~~E. F.~~ The term of office for all ~~regular~~ **voting and alternate** ~~board or commission~~ members ~~shall be is~~ three (3) years, **and a vacancy occurs at the end of the three (3) year term.**
- ~~F. G.~~ ~~A member of a Board who is seeking re-appointment shall continue to be a voting member for two (2) months to allow for the finalization of the re-appointment by the City Commission.~~ **When a term expiration occurs, the member or alternate member must reapply if they wish to serve another term.**

9.01.02 Attendance

- ~~Each appointed member shall attend all regular and called meetings.~~ **A member whose term has expired, may continue to serve until they are either re-appointed, or a new member is appointed.**
- A. **Each appointed member and alternate member will attend all regular and called meetings.**

9.01.03 Officers and Committees

- A. Each board, ~~or~~ commission, **or committee**, ~~shall~~ **must** have a chairperson, ~~and a vice-chairperson,~~ **and a recording secretary.**
- B. The chairperson and vice-chairperson ~~shall~~ serve one (1) year terms. ~~Officers shall not serve more than two (2) consecutive terms.~~ **The chair and vice-chair will be elected by the board, commission, committee at it's January Meeting. All board, commission, and committee voting members are eligible to serve in these positions.**
- C. A board, ~~or,~~ commission, **or committee** may create ~~whatever~~ **any sub**committees it deems necessary to carry out its purposes. The chairperson of the board ~~or~~ ,

commission, or committee shall will appoint the membership of each subcommittee from the members of that board, or commission, or committee.

9.01.04 Removal and Vacancies

- A. ~~Except as provided by Section 9.02.02 governing Planning Advisory Board members,~~ When a position on a board, or commission, or committee seat, becomes vacant before ~~the end of the it's~~ term expires, an alternate member ~~shall fill~~s the vacancy.
- B. ~~Except as provided by Section 9.02.02 governing Planning Advisory Board members,~~ When no alternate member is available to fill a vacancy, the City Commission ~~shall~~ may appoint a member to fill the vacancy for the duration of the unexpired term.
- C. ~~Except as provided by Section 9.02.02 governing Planning Advisory Board members,~~ When the unexpired term is two (2) months or less, the City Commission may appoint a new member to fill the unexpired term and the following full term.
- D. A member who moves outside the City or no longer meets eligibility requirements for membership ~~shall be is~~ considered removed immediately. ~~without further action needed by the City Commission.~~
- E. Any member who has been absent for three (3) regular meetings in one calendar year, is subject to removal. ~~who has three (3) absences at the board's regular meetings in one (1) calendar year shall automatically be considered to have vacated their seat on the board.~~
- F. Vacancy occurs upon death, resignation, removal, conviction of a felony, or expiration of term.
- G. Term limits and reappointment.
 - 1. Term limits do not apply to appointed board, commission, or committee members.
 - 2. All terms are effective January 1 of a given calendar year and expire on December 31 of the calendar year ending the term.
 - 3. The City Clerk's office will provide notice of vacancies upon receipt of member resignation, notice of removal, or, in the case of an expiring term, by September 1 of the calendar year ending the term. ~~all board or committee members eligible for reappointment at least 90 days' notice prior to their term expiring. Board or committee members seeking reappointment must provide the City with updated contact information and statement of interest at least 60 days prior to expiration of their term. New board or committee members must complete an application and provide a résumé and statement of interest to the City at least 15 days before consideration for appointment.~~
 - 4. All interested persons, including members seeking reappointment, must complete an application and submit it to the City Clerk's office on or before November 15 of the calendar year ending the term. Applications will be considered at the first City Commission regular meeting in December.
 - 5. Newly appointed or reappointed members begin their terms in January.

Chapter 10 Changes

10.02.01 Variances (generally)

D. Limitations on the granting of a variance

10. No variance ~~shall~~ **will** be granted to exceed the maximum building height of 35 feet for a building on any lot within ~~800 feet of the mean high water line of the Atlantic Ocean~~ **1,000 feet of the Coastal Construction Control Line (CCCL)** under LDC Section 4.02.03(D), Table 4.02.03(E), specifically Note 1.

SYNOPSIS OF LAND DEVELOPMENT CODE AMENDMENTS

(Excluding minor language clarifications)

June 2022

1.07.00 ACRONYMS AND DEFINITIONS

Balcony a projecting platform that is open and roofless and which is suspended or cantilevered from, or supported solely by, the principal structure with no additional independent supports. In instances of multi-level balconies, the floor of one balcony does not qualify as the roof of another.

- **SYNOPSIS:** Revising the definition of balcony to provide greater clarity.

Porch means a covered **or uncovered** but unenclosed projection from the main wall of a building that may or may not use columns or posts for structural purposes.

- **SYNOPSIS:** Revising the definition of porch to include “uncovered” to provide greater flexibility in design options for homeowners.

Shade Tree means any **native** self-supporting woody plant of a species that is generally well-shaped, well-branched, and well-foliated which normally grows to an overall minimum height of thirty-five (35) feet with a minimum average mature crown spread of thirty (30) feet, and which is commonly accepted by the local horticultural and arboricultural professionals as a species which can be expected to survive for at least fifteen (15) years in a healthy and vigorous growing condition over a wide range of environmental conditions.

- **SYNOPSIS:** Revising the definition of shade tree to require newly installed trees (for purposes of satisfying minimum landscape requirements) to be native.

4.02.01 Standards for Lot Design

The impervious surface ratio is calculated by dividing the total of all impervious surfaces on the lot by the total lot area.

~~Water bodies are impervious surfaces.~~

- **SYNOPSIS:** Striking “water bodies are impervious surfaces” as this provision is inconsistent with the City’s stormwater provisions in Section 82-454, Environmental Protection Agency regulations and the Florida Department of Environmental Protection regulations.

4.02.01(J). Design Standards for Lots

Zoning District	Minimum Lot Width (ft.)	Maximum Impervious Surface Ratio for Lots (%) (Note 7)	Maximum Floor Area Ratio for Lots (%) (Note 1)
RE	100	60	50
R1-G	75	60	50
R-1	50 or 75 Note 2	60	50
RLM	50	60	50
R-2	50 Note 4	60	50
R-3	50	60	50
OT-1	46.5	Note 6	50
OT-2	46.5	Note 6	50
MU-1	50	60	50
MU-8	25	60	200

SYNOPSIS OF LAND DEVELOPMENT CODE AMENDMENTS

(Excluding minor language clarifications)

June 2022

Zoning District	Minimum Lot Width (ft.)	Maximum Impervious Surface Ratio for Lots (%) (Note 7)	Maximum Floor Area Ratio for Lots (%) (Note 1)
C-1	50	60	1.50
C-2	50	60	1.50
C-3	25	75 Note 3	200
I-1	75	60	50
I-2	75	60	50
I-A	75	60	50
I-W	75	60	75
W-1	25	60	75
PI-1	50	60 Note 5	50
CON	NA	5	NA
REC	NA	Note 5	NA

Notes:

7. Permits required for residentially zoned parcels (excluding C-3) for concrete or asphalt installation more than 150 sq. ft of horizontal surface area.

- **SYNOPSIS:** Amending table 4.02.01 (J). to require permits for concrete or asphalt installation (for more than 150 sq. ft of horizontal surface area), as required by LDC Section 11.03.07 (E) and as recommended by the City Tree Committee.

4.02.03 Standards for Buildings and Building Placement

A. Encroachment

- The following building features may project into a minimum rear yard up to forty-two (42) inches: open or enclosed fire escapes, outside stairwells, and balconies.

a. Balconies must comply with the front and side yard setbacks.

- Porches may encroach up to ten (10) feet into the rear yard setback.
 - Porches must comply with the front and side yard setbacks.
- Decks with a finished floor of 12" or less from grade are permissible encroachments into the side and rear yards up to ~~ten (10)~~ **five (5)** feet from the property line. For installation of a deck on varying topography, the floor level may be allowed to reach a maximum of 36" from grade.

- **SYNOPSIS:** Amending 4.02.03(A)(5) to include subsection "a": "balconies must comply with the front and side yard setbacks." This change is recommended for consistency with the remaining encroachment section allowances.
- **SYNOPSIS:** Amending 4.02.03(A)(7) to return to previous encroachment standard of 5 feet. This would correct the unintended consequence of Ordinance 2022-06 which created an overwhelming number of nonconforming, at grade deck structures throughout the city.

4.03.03 8th Street Small Area Design Standards

- Fences. **Fences up** to 8 foot tall are permissible

SYNOPSIS OF LAND DEVELOPMENT CODE AMENDMENTS

(Excluding minor language clarifications)

June 2022

a. Fence Material: Black Wrought Iron or black anodized (SP) Aluminum is **required for properties fronting 8th Street.**

i. **Fence material for all other properties, not fronting 8th Street, within MU-8 zoning may be constructed of black wrought iron, or black anodized aluminum or wood or vinyl or some combination of these materials.**

- **SYNOPSIS:** Provides additional flexibility for properties within MU-8 not fronting 8th Street.

5.01.11 Swimming Pools and Pool Enclosures

2. The minimum side setbacks cannot be less than ~~eight (8) feet~~ **seven and one half feet (7 and ½ ft.)** from the side lot line;

3. The minimum rear setback cannot be less than less than ~~eight (8) feet~~ **seven and one half feet (7 and ½ ft.)** from the rear lot line;

- **SYNOPSIS:** Amending the pool setback requirement from 8 feet to 7 ½ feet for consistency with Nassau County requirements to avoid contractor confusion.

6.02.24 Mobile Food Vending “Food Truck” Parks

1. **Food trucks must comply with all provisions of applicable Florida Statutes and the Florida Administrative Code. (Reference: FS 509.102 and Chapter 5K-4, F.A.C.)**

renumbering to follow

2. Food trucks **located within a Food Truck Park** must be connected to the electric utility service and may only operate with a generator in the case of an emergency.

3. Food trucks must be connected to City water and sewer service with the appropriately sized grease interceptor **unless they are self-sufficient and exempt as provided by FS 509.221.**

- **SYNOPSIS:** Clarified to provide consistency with Florida Statute and Florida Administrative Code regulating mobile food vending/ food trucks. Reference Links for review: <https://www.fdacs.gov/Business-Services/Food/Food-Establishments/Mobile-Food-Establishments>

7.01.00 Access and Driveway Design Requirements

A. Driveways must comply with the following standards:

a. Residential driveways must be a minimum of ten (10) feet in width and a maximum of twenty (20) feet width, **exclusive of flare connection to the right-of way. Flare connections cannot exceed three (3) feet in width on each side.** Circular driveways may be permissible not to exceed 10 feet in total width for each section.

- **SYNOPSIS:** The change is intended to address connection to the right-of-way.

SYNOPSIS OF LAND DEVELOPMENT CODE AMENDMENTS

(Excluding minor language clarifications)

June 2022

7.01.02 Streets and Rights-of-Way

- C. Street number signs- **must be installed consistent with the design standards specified in the Florida Building Code or Fire Prevention Code, whichever is stricter.**

~~To assist police, rescue, fire, and other public service agencies, and for the convenience of the public, each residential, commercial, or industrial structure visible from the public right-of-way is required to display a street number.~~

- ~~1. Numerals shall be attached to the front of the structure or shall be on both sides of the post supporting a mailbox at the street side of the property, shall be at least three (3) inches high, and shall be either of reflective material or in such color as to provide maximum contrast to the background.~~
- ~~2. Structures that are set back more than sixty (60) feet from the right-of-way or structures that are blocked from visual sight from the right-of-way by high or heavy vegetation, walls, or other structures shall display street numbers at the street entrance on a double-faced sign, which shall not be more than three (3) feet high and shall not be more than one (1) square foot in area.~~

- **SYNOPSIS:** Striking section 7.01.02(C)1-2 To align standards with the most appropriate code reference and requirements.

7.01.04(A) Parking Space Requirements (ONLY striking footnote 2 – last sentence to rely on LDC Section 8.01.02 (D) (4))

² Consistent with LDC policy 8.01.02(D)(4), Dwellings units within the CRA must provide two (2) spaces per dwelling unit on-site but are permitted the following exceptions: all units 1,000 sq. ft or under are only required to provide one (1) space per dwelling unit on-site and all units 1,001-1,250 sq. ft are only required to provide one and one-half (1.5) spaces per dwelling unit on-site. ~~Non-residential uses shall provide for parking per LDC section 4.03.03.~~

- **SYNOPSIS:** Striking last line in footnote 2. This reference does not exist as it was part of the former density bonus incentive program, now eliminated.

7.01.08 Visibility at Intersections

- B. The horizontal dimensions of sight areas are defined **as consistent with the most recent edition of the Florida Department of Transportation (FDOT) Design Manual for clear sight triangles and as determined by the type of traffic control and design speed of the roadways.** ~~triangular areas formed by the intersecting right-of-way lines and a straight line joining the right-of-way lines at points which are as follows:~~

- ~~1. In C-1, C-2, C-3, I-1, I-A, I-W, PI-1 RE, R-1, R-2, R-3, OT-1, OT-2 and MU-1 zoning districts, fifteen (15) feet from the point of intersection of the right-of-way lines.~~

- **SYNOPSIS:** To address visibility at intersection consistent with guidance provided by FDOT standards which addresses the design speed of the intersecting roadways and the traffic control device at intersections. <https://www.fdot.gov/docs/default-source/roadway/fdm/current/2018FDM212Intersections.pdf>

8.01.02 Amelia River Waterfront Community Redevelopment Area

- C. All new construction that is a water dependent, water enhanced, or water related use is exempt from ~~Section 3.01.03(J) and~~ Section 3.03.03(B) 1.

- **SYNOPSIS:** Striking “section 3.01.03(J)”. This removes an erroneous reference to previous section of code which discussed the City’s floodplain ordinance. This subsection of the LDC no longer exists.

SYNOPSIS OF LAND DEVELOPMENT CODE AMENDMENTS

(Excluding minor language clarifications)

June 2022

8.01.01.02 Specific Requirements within the OT-1 and OT-2 Zoning Districts

C. Garages and outbuildings that house more permanent types of occupancy, such as an accessory dwelling must not exceed 500 square feet in area, per level, cannot exceed **24 25 feet in height**, must not contain a kitchen, and cannot be rented out. The area of all other outbuildings is limited to 350 square feet and cannot exceed 16 feet in height.

- **SYNOPSIS:** Amending maximum height from 24 feet to 25 feet for garages, outbuildings/accessory dwellings in OT-1 and OT-2 zoning districts to provide consistency with the rest of the City.

9.01.01 Appointment, Term of Office, and General Membership Requirements

A. All members and alternate members are appointed by the City Commission.

~~B. Each Board shall have the opportunity to review each applicant's resume and make a recommendation on the appointment.~~

~~B. C.~~ All **voting members and alternate** members must reside within the City Limits.

~~C. D.~~ Elected officials and employees of the City are not eligible to serve on City boards, commissions, **or committees** unless otherwise provided herein.

~~D. E.~~ All members serve at the pleasure of the City Commission.

~~E. F.~~ The term of office for all **voting and alternate** members is three (3) years, **and a vacancy occurs at the end of the three (3) year term.**

~~F. G. A member of a Board who is seeking re-appointment shall continue to be a voting member for two (2) months to allow for the finalization of the re-appointment by the City Commission. When a term expiration occurs, the member or alternate member must reapply if they wish to serve another term.~~

9.01.02 Attendance

~~Each appointed member shall attend all regular and called meetings. A member whose term has expired, may continue to serve until they are either re-appointed, or a new member is appointed.~~

A. Each appointed member and alternate member will attend all regular and called meetings.

9.01.03 Officers and Committees

A. Each board, commission, **or committee**, must have a chairperson, vice-chairperson, **and a recording secretary.**

~~B. The chairperson and vice-chairperson serve one (1) year terms. Officers shall not serve more than two (2) consecutive terms. The chair and vice-chair will be elected by the board, commission, committee at it's January Meeting. All board, commission, and committee voting members are eligible to serve in these positions.~~

C. A board, commission, **or committee** may create **any sub**committees it deems necessary to carry out its purposes. The chairperson of the board, commission, **or committee** will appoint the membership of each **sub**committee from the members of that board, commission, **or committee.**

9.01.04 Removal and Vacancies

A. ~~Except as provided by Section 9.02.02 governing Planning Advisory Board members, When a position on a board, commission, or committee seat, becomes vacant before the end of the it's term expires,~~ an alternate member fills the vacancy.

~~B. Except as provided by Section 9.02.02 governing Planning Advisory Board members, When no alternate member is available to fill a vacancy, the City Commission may appoint a member to fill the vacancy for the duration of the unexpired term.~~

~~C. Except as provided by Section 9.02.02 governing Planning Advisory Board members, When the unexpired term is two (2) months or less, the City Commission may appoint a new member to fill the unexpired term and the following full term.~~

SYNOPSIS OF LAND DEVELOPMENT CODE AMENDMENTS

(Excluding minor language clarifications)

June 2022

- D. A member who moves outside the City or no longer meets eligibility requirements for membership is considered removed immediately. ~~without further action needed by the City Commission.~~
- E. Any member **who has been absent for three (3) regular meetings in one calendar year, is subject to removal.** ~~who has three (3) absences at the board's regular meetings in one (1) calendar year shall automatically be considered to have vacated their seat on the board.~~
- F. **Vacancy occurs upon death, resignation, removal, conviction of a felony, or expiration of term.**
- G. **Term limits and reappointment.**
 - 1. **Term limits do not apply to appointed board, commission, or committee members.**
 - 2. **All terms are effective January 1 of a given calendar year and expire on December 31 of the calendar year ending the term.**
 - 3. **The City Clerk's office will provide notice of vacancies upon receipt of member resignation, notice of removal, or, in the case of an expiring term, by September 1 of the calendar year ending the term.** ~~all board or committee members eligible for reappointment at least 90 days' notice prior to their term expiring. Board or committee members seeking reappointment must provide the City with updated contact information and statement of interest at least 60 days prior to expiration of their term. New board or committee members must complete an application and provide a résumé and statement of interest to the City at least 15 days before consideration for appointment.~~
 - 4. **All interested persons, including members seeking reappointment, must complete an application and submit it to the City Clerk's office on or before November 15 of the calendar year ending the term. Applications will be considered at the first City Commission regular meeting in December.**
 - 5. **Newly appointed or reappointed members begin their terms in January.**

- **SYNOPSIS:** Provides consistency with the municipal code standards as amended in August 2021.

10.02.01 Variances (Generally)

D. Limitations on the granting of a variance

...10. No variance will be granted to exceed the maximum building height of 35 feet for a building on any lot within ~~800 feet of the mean high-water line of the Atlantic Ocean~~ **1,000 feet of the Coastal Construction Control Line (CCCL)** under LDC Section 4.02.03(D), Table 4.02.03(E), specifically Note 1.

- **SYNOPSIS:** Language change is needed to correct inconsistencies between LDC Section 4.02.03(C)(2)(a) and 10.02.01(D)(10).

Print

Planning Advisory Board (PAB) - Submission #9463

Date Submitted: 6/28/2022

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

☐

Zoning Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)

☐

Land Use Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)

☒

LDC Text Amendment (\$1,500)

☐

Comp Plan Amendment (\$5,000)

☐

Subdivision Plat " Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)

☐

Subdivision Plat " Final (\$1,500)

☐

Vacation of R.O.W. (\$3,500)

☐

Small Cell Outside R.O.W. (per application) (\$500)

☐

Voluntary Annexation (\$2,000)

☐

Development of Regional Impact: Amend Development Order (\$1,500)

☐

New Telecommunications Structure (\$2,000)

☐

Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

pab 2022



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you’ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:



LDC Text Amendment “ see LDC Section 11.01.08.



Preliminary Subdivision Plat “ see LDC Section 11.01.05.



Final Subdivision Plat “ LDC Section 11.01.05.



Zoning Map Changes “ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements



A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board’s public hearing;



Proof of Ownership (copy of deed or tax statement);



A current survey of the property (no older than two years);



If applying as an agent, Owner’s Authorization for Agent Representation form needs to be signed/ notarized and included in application;



A detailed letter of intent stating the following:



o The consistency of the proposed amendment(s) or action(s) with the City’s Comprehensive Plan.



o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

6/7/2022

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser’s Website’s Map Search](#)

Site Address*

City*

State*

Zip*

Parcel ID #(s)*

Lot*

Block*

Subdivision*

Zoning District*

C-1

Future Land Use Designation*

Waterfront Mixed Use

REVIEW TYPE*

☐

Zoning Map Amendment ≤ 10 acres

☐

Zoning Map Amendment > 10 acres

☒

LDC Text Amendment

☐

Comp Plan Amendment

☐

Subdivision Plat “ Preliminary ≤ 20 units

☐

Subdivision Plat “ Preliminary > 20 units

☐

Subdivision Plat “ Final

☐

Vacation of R.O.W.

☐

Voluntary Annexation

☐

Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Last Name*

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner’s Authorization For Agent Representation form must be included

First Name

Kelly

Last Name

Gibson

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Various Land Development Code (LDC) text amendments

Summary of Request (more detailed information to be provided in required letter of intent)*

Various Land Development Code (LDC) text amendments

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Kelly

Applicant Last Name*

Gibson

Today's Date*

6/8/2022

Upload Supporting Documentation*

PROPOSED_Minor Amendments JUNE 2022_PAB.docx



Upload 2

Choose File

No file selected

Upload 3

Choose File

No file selected

Upload 4

Choose File

No file selected

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



**MINUTES – AMENDED
PLANNING ADVISORY BOARD
REGULAR MEETING MAY 11, 2022**

1. CALL TO ORDER 5:00

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Brandy Carvalho

OTHERS PRESENT:

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the March 9, 2022, Regular Meeting.

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

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

3.2 Approval of Minutes from the April 13, 2022, Regular Meeting.

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

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 **PAB 2022-0019 - TERESA PRINCE, TOMASSETTI + PRINCE, AGENT FOR AMELIA ISLAND LLC, REQUEST FOR FUTURE LAND USE MAP (FLUM) AMENDMENT FROM COMMERCIAL TO MIXED USE AND ZONING MAP AMENDMENT CHANGE FROM C-1**

COMMUNITY COMMERCIAL TO MU-1 MIXED USE:

604 N. 14th Street, 1425 Franklin Street

Ms. Forehand presented the staff analysis and recommendations which included a Future Land Use of Mixed-Use and a Zoning Designation of MU-1.

Board members discussed the potential increase in density with a change to MU-1.

Teresa Prince, 406 Ash Street, agent for the applicant, provided the Board with a brief presentation of the request.

Victoria Green, 631 N. 15th Street, spoke against the requested zoning amendment.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Minshew to recommend denial of PAB case 2022-0019 to the City Commission; AND that PAB case 2022-0019 as presented is not 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 voice vote, as followed:

Member Bennett	Aye
Member Stevenson	Nay
Member Boylan	Aye
Member Gingher	Aye
Vice Chair Minshew	Aye
Chair Robas	Aye

Motion Carried.

6. BOARD BUSINESS

6.1 Vision 2045 (*Prepared for May 17, 2022, City Commission Agenda*)

Ms. Gibson reminded the Board that this final document will be presented to the Commission next week.

6.2 Resilient Florida Grant Update and Next Steps (*Presentation at Meeting*)

Ms. Gibson stated that the City was awarded a grant that will support a vulnerability assessment.

6.3 LDC Restructuring/ Format Changes (*Staff Presentation*)

Ms. Forehand provided the Board with an overview of key goals and benefits of a proposed LDC Restructuring.

6.4 Minor LDC Changes for Board Consideration at June Regular PAB Meeting (*Staff Presentation at Meeting*)

Ms. Gibson provided the Board with an overview of proposed LDC text amendments that will come before the Board for review in June of 2022.

7. STAFF REPORT

Ms. Gibson stated that the Planning Department will be hosting an intern this summer.

DRAFT

8. PUBLIC COMMENT

Margaret Kirkland, 1377 Plantation Point Drive, thanked staff for their efforts put into the Vision 2045 plan.

9. ADJOURNMENT 6:22

Taylor Hartmann, Recording Secretary

Victoria Robas, Chair

DRAFT



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
JUNE 8, 2022**

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

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Brandy Carvalho

OTHERS PRESENT:

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

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

4.1 Approval of Minutes for the May 11, 2022, Regular Meeting.

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

Member Stevenson mentioned that Item 6.1 should reflect that he abstained from voting. The votes have reflected an approval by 5-1.

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

- 5. OLD BUSINESS**

Vision 2045

Members discussed the latest version of the Vision2045 document and entrusted the chair to finalize the document working with staff. Chair Robas suggested another workshop to look at the final document before it is submitted to the City Commission for approval.

6. NEW BUSINESS

6.1 PAB 2022-0020 - VOLUNTARY ANNEXATION + ZONING + LAND USE MAP AMENDMENTS 1411 S. 14TH STREET - FOURTEENTH STREET PROFESSIONAL PLAZA REQUEST FOR VOLUNTARY ANNEXATION FOR A PARCEL OF LAND TOTALING 1.63 ACRES OF LAND, ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL, AND ZONING DISTRICT OF C-2 FROM NASSAU COUNTY COMMERCIAL LAND USE AND COMMERCIAL INTENSIVE ZONING DISTRICT.

Ms. Forehand presented the request and recommended approval.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Minshew to recommend approval of PAB case 2022-0020 to the City Commission; AND that PAB case 2022-0020 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 all ayes, carried.

6.2 PAB2022-0021 - LAND DEVELOPMENT CODE TEXT AMENDMENTS (VARIOUS AND MINOR CHANGES) CITY OF FERNANDINA BEACH REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS MINOR AMENDMENTS

Ms. Forehand presented the request and recommended approval.

The board reviewed and discussed each of the changes proposed by staff. Staff captured the directed changes in a document.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Stevenson to recommend approval of PAB case 2022-2021 with applicable changes, to the City Commission; AND that PAB case 2022-2021 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 all ayes, carried.

7. BOARD BUSINESS

Vice-Chair Minshew suggested that Staff work on making the LDC amendments process as easy and clear for the benefit of the City Commission review.

Member Bennett spoke about the existing issues with current developments within the MU-1 zoning district and the increase in density in regard to underlaying lots being restored. Members exchanged comments and thoughts. City Attorney Bach suggested that the Board present their list of questions and concerns which could be discussed further in future meetings.

8. STAFF REPORT

9. PUBLIC COMMENT

Margaret Kirkland, 1377 Plantation Point Drive, thanked staff for their efforts put into the Vision 2045 plan and encouraged the board to address the different themes periodically along with any concerns brought up during Board Business session.

DRAFT

10. ADJOURNMENT 7:32 p.m.

Kelly Gibson, Recording Secretary

Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2022-15
Code Amendment - Pension

ITEM TYPE: Ordinance (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2022-15 at Second Reading.

SYNOPSIS: The proposed code amendment would allow the police and fire chiefs the option of participating in the City pension plan. It also prohibits employees who retire from the City from receiving pension benefits if they become reemployed by the City. This ordinance was approved at First Reading on June 21, 2022.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2022-15 at Second Reading.

Pauline Testagrose, Comptroller	7/9/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

Date: June 22, 2022

Submitted By: Monica Benischeck, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2022-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 62, ARTICLE III, GENERAL EMPLOYEE'S PENSION PLAN, SECTION 62-99 BY PROHIBITING RECEIPT OF BENEFITS BY RETIREES WHILE REEMPLOYED BY THE CITY AND BY ELIMINATING A SUBSEQUENT PENSION BENEFIT TO ACCRUE WHILE REEMPLOYED; AMENDING ARTICLE IV, FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN, SECTION 62-111, BY AMENDING DEFINITIONS TO PROVIDE THAT THE POLICE CHIEF AND FIRE CHIEF HAVE THE OPTION OF PARTICIPATING IN THE CITY FIREFIGHTERS' AND POLICE OFFICERS' AND PENSION PLAN; AMENDING SECTION 62-139 BY PROHIBITING RECEIPT OF BENEFITS BY POLICE AND FIRE PENSION PLAN RETIREES WHILE REEMPLOYED BY THE CITY AS A GENERAL EMPLOYEE (NOT POLICE OFFICER OR FIREFIGHTER) AND BY ELIMINATING A SUBSEQUENT PENSION BENEFIT TO ACCRUE WHILE REEMPLOYED; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. It is hereby proposed that Chapter 62, Article III, General Employee's Pension Plan, Section 62-99 of the Code of Ordinances, City of Fernandina Beach, Florida is amended to read as follows:

Sec. 62-99. - Reemployment after retirement.

(a) Any retiree who is retired under this system, except for disability retirement as previously provided for, may be reemployed by any public or private employer, except the city, and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this system. Reemployment as a full-time employee by the city shall be subject to the limitations set forth in this section.

(b) *After normal retirement.* Any retiree who is retired under normal retirement pursuant to this system and who is reemployed as a general full-time employee after that retirement ~~and, by virtue of that reemployment, is eligible to participate in this system,~~ shall upon being reemployed, ~~select one of the following options:~~

~~(1) — The retiree may elect to discontinue receipt of benefits. Upon reemployment, the retiree shall be deemed to be fully vested and the additional credited service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final retirement. Calculations of benefits upon initial retirement shall be based upon the benefit accrual rate, average final compensation, and credited service as of that date (not including any period of DROP participation) and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, average final compensation, and credited service as of the date of the subsequent~~

~~retirement (based only on the subsequent employment period). The amount of any death or disability benefit received as a result of a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit; or~~

~~(2) — The retiree may continue to receive retirement benefits previously earned if he is at least age 62, otherwise the system shall discontinue receipt of benefits until the retiree reaches age 62 and not be an active member of the system. If this option is selected, the subsequent employment period shall have no effect upon average final compensation, years of credited service or retirement benefits. Regardless of any other provision of this system, any reemployed retiree electing to continue to receive retirement benefits shall not be reinstated as an active member of the system.~~

~~(c) — Any retiree who is retired under normal retirement pursuant to this system and who is reemployed by the city after that retirement and, by virtue of that reemployment is ineligible to participate in this system, shall, during the period of such reemployment, continue to receive retirement benefits previously earned if he is at least age 62, otherwise discontinue receipt of benefits until he reaches age 62. Former DROP participants shall begin receipt of benefits under these circumstances.~~

~~(d)(c) *After early retirement.* Any retiree who is retired under early retirement pursuant to this system and who subsequently becomes an employee of the city in any capacity shall discontinue receipt of benefits from the system. If by virtue of that reemployment, the retiree is eligible to participate in this system, the retiree shall be deemed to be fully vested and the additional credited service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final retirement. Calculations of benefits upon retirement shall be based upon the benefit accrual rate, average final compensation, credited service and early retirement reduction factor as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, average final compensation (based only on the subsequent employment period), and credited service as of the date of subsequent retirement. The amount of any death or disability benefit received as a result of a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit. Retirement pursuant to an early retirement incentive program shall be deemed early retirement for purposes of this section if the member was permitted to retire prior to the customary retirement date provided for in the system at the time of retirement.~~

~~(e)(d) *Full-time Reemployment of terminated vested persons.* Full-Time reemployment of terminated vested persons shall not be subject to the provisions of this section until such time as they begin to actually receive benefits. Upon receipt of benefits, terminated vested persons shall be treated as normal or early retirees for purposes of applying the provisions of this section and their status as an early or normal retiree shall be determined by the date they elect to begin to receive their benefit.~~

~~(f)~~(e) *DROP participants.* Members or retirees who are or were in the deferred retirement option plan shall, following termination of employment after DROP participation, have the options provided for in this section for reemployment.

SECTION 2. It is hereby proposed that Section Article IV, Firefighters' and Police Officers' Pension Plan, Section 62-111 of the Code of Ordinances, City of Fernandina Beach, Florida is amended to read as follows:

Sec. 62-111. - Definitions.

(a) As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Accumulated contributions means a member's own contributions without interest. For those members who purchase credited service with interest or at no cost to the system, any payment representing the amount attributable to member contributions based on the applicable member contribution rate and any payment representing interest and any required actuarially calculated payments for the purchase of such credited service shall be included in accumulated contributions.

Actuarial equivalent means a benefit or amount of equal value, based upon the RP 2000 Combined Healthy Unisex Mortality Table and an interest rate equal to the investment return assumption set forth in the last actuarial valuation approved by the board. This definition may only be amended by the city pursuant to the recommendation of the board using assumptions adopted by the board with the advice of the plan's actuary, such that benefit calculations are not subject to city discretion.

Average final compensation means one-twelfth of the average salary of the five best years of the last ten years of credited service prior to retirement, termination, or death, or the career average as a full-time police officer or firefighter, whichever is greater. A year shall be 12 consecutive months.

Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a member who has or have been designated in writing by the member and filed with the board. If no such designation is in effect, or if no person so designated is living, at the time of death of the member, the beneficiary shall be the estate of the member.

Board means the board of trustees, which shall administer and manage the system herein provided and serve as trustees of the fund.

City means the City of Fernandina Beach, Florida.

Code means the Internal Revenue Code of 1986, as amended from time to time.

Credited service means the total number of years and fractional parts of years of service as a police officer or firefighter with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a police officer or firefighter.

A member may voluntarily leave his accumulated contributions in the fund for a period of five years after leaving the employ of the police or fire department pending the possibility of being reemployed as a police officer or firefighter, without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the police or fire department, his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a police officer or firefighter with the police or fire department within five years, his accumulated contributions, if \$1,000.00 or less, shall be returned. If a member who is not vested is not reemployed within five years, his accumulated contributions, if more than \$1,000.00, will be returned only upon the written request of the member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a police officer or firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the police officer or firefighter repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within 90 days after his reemployment.

The years or fractional parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a police officer or firefighter with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

- (1) The member is entitled to reemployment under the provisions of USERRA.
- (2) The member returns to his employment as a police officer or firefighter within one year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on

annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the city or in the plan year in which the member terminates employment.

In the event that a member of this system has also accumulated credited service in the Fernandina Beach General Employees' Pension Plan, such other credited service shall be combined with credited service in this system for determining vesting and for determining eligibility for early or normal retirement in this system. Such other credited service shall not be considered in determining benefits under this system except that, for those members who terminate membership in this system but continue employment with the city as a general employee, any benefit to be paid from this system shall be based on the benefit accrual rate in effect for this plan on the date that the employee actually terminates employment with the city, but only years of employment with the city as a member of this system for police officers and firefighters, shall be used in calculating average final compensation for benefits from this system.

Effective date means April 16, 1996.

Firefighter means an actively employed full-time person employed by the city, including his initial probationary employment period, who is certified as a firefighter as a condition of employment in accordance with the provisions of F.S. § 633.408, and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters. The fire chief has the option whether to participate in the system or not.

Fund means the trust fund established herein as part of the system.

Member means an actively employed police officer or firefighter who fulfills the prescribed membership requirements. Benefit improvements which, in the past, have been provided for by amendments to the system adopted by city ordinance, and any benefit improvements which might be made in the future shall apply prospectively and shall not apply to members who terminate employment or who retire prior to the effective date of any ordinance adopting such benefit improvements, unless such ordinance specifically provides to the contrary.

Plan year means the 12-month period beginning October 1 and ending September 30 of the following year.

Police officer means an actively employed full time person, employed by the city, including his initial probationary employment period, who is certified as a police officer as a condition of employment in accordance with the provisions of Section 943.1395, Florida Statutes, who is vested with authority to bear arms and make arrests, and whose primary

responsibility is the prevention and detection of crime or the enforcement of the penal, traffic, or highway laws of the State of Florida. The police chief has the option whether to participate in the system or not.

Retiree means a member who has entered retirement status.

Retirement means a member's separation from city employment with eligibility for immediate receipt of benefits under the system.

Salary means the total compensation for services rendered to the city as a firefighter or police officer reportable on the member's W-2 form plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. For police officer members, for service earned after October 1, 2013, and for firefighter members, for service earned after February 18, 2014 (the "effective date"), salary shall not include more than 300 hours of overtime per calendar year and shall also not include payments for accrued unused sick or annual leave. Provided however, in any event, payments for overtime in excess of 300 hours per calendar year or accrued unused sick or annual leave accrued as of the effective date and attributable to service earned prior to the effective date, may still be included in salary for pension purposes even if the payment is not actually made until on or after the effective date. In any event, with respect to unused sick leave and unused annual leave accrued prior to the effective date, salary will include the lesser of the amount of sick or annual leave time accrued on the effective date or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement, regardless of whether the amount of sick or annual leave was, at some time prior to retirement, reduced below the amount on the effective date. Regularly scheduled hours worked pursuant to the Fair Labor Standards Act (FLSA) shall not be deemed to be overtime and therefore not included in the 300 hour calculation.

Compensation in excess of limitations set forth in Section 401(a) (17) of the Code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000.00, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

Spouse means the member's or retiree's spouse under applicable law at the time benefits become payable.

System means the city firefighters' and police officers' pension plan as contained herein and all amendments thereto.

(b) *Masculine gender.* The masculine gender, where used herein, unless the context specifically requires otherwise, shall include both the feminine and masculine genders.

SECTION 3. It is hereby proposed that Article IV, Firefighters' and Police Officers' Pension Plan, Section 62-139 of the Code of Ordinances, City of Fernandina Beach, Florida is amended to read as follows:

Sec. 62-139. - Reemployment after retirement.

(a) Any retiree under this system, except for disability retirement as previously provided for, may be reemployed by any public or private employer, except the city, and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this System. Reemployment as a full-time employee by the city shall be subject to the limitations set forth in this section.

(b) *After normal retirement.* Any retiree who is retired under normal (or early) retirement pursuant to this system and who is reemployed full-time as a police officer or firefighter and, ~~by virtue of that reemployment, is eligible to participate in this system,~~ shall upon being reemployed, discontinue receipt of benefits. ~~Upon reemployment, the member shall be deemed to be fully vested and the additional credited service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final retirement. Calculations of benefits upon retirement shall be based upon the benefit accrual rate, average final compensation, and credited service (and early retirement reduction factor, if applicable) as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, average final compensation (based only on the subsequent employment period and not including any period of DROP participation), and credited service (and early retirement reduction factor, if applicable) as of the date of subsequent retirement. The amount of any death or disability benefit received during a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the retiree may select a different optional form and joint pensioner applicable only to the subsequent retirement benefit.~~

(c) ~~Any retiree who is retired under normal retirement pursuant to this system who is reemployed by the city in a position other than as a police officer or firefighter, shall upon being reemployed, continue receipt of benefits for the period of any subsequent employment period. Former DROP participants shall begin receipt of benefits under these circumstances.~~

~~(d)(e)~~ After early retirement. Any retiree who is retired under early retirement pursuant to this system and who subsequently becomes an employee of the city in any capacity, shall discontinue receipt of benefits from the system. ~~If the reemployed person, by virtue of his reemployment, is eligible to participate in this System, that person shall accrue a second benefit as provided for in subsection (b) above and benefit payments shall remain suspended during any such subsequent employment period. If the reemployed person is not eligible to participate in this system, that person's pension benefit payments shall be suspended until the earlier of termination of employment or such time as the reemployed retiree reaches the date that he would have been eligible for normal retirement under this system had he continued employment and not elected early retirement. "Normal retirement" as used in this subsection shall be the current normal retirement date provided for under this system.~~

~~(e)(d)~~ *Full-Time reemployment of terminated vested persons.* Full-time reemployed terminated vested persons shall not be subject to the provisions of this section until such time as they begin to actually receive benefits. Upon receipt of benefits, terminated vested persons shall be treated as normal or early retirees for purposes of applying the provisions of this section and their status as an early or normal retiree shall be determined by the date they elect to begin to receive their benefit.

~~(f)(e)~~ DROP participants. Members or retirees who are or were in the deferred retirement option plan shall, following termination of employment after DROP participation, have the options provided for in this section for reemployment.

SECTION 4. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof is held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application will not be affected thereby.

SECTION 5. The provisions of this Ordinance will take effect immediately upon its passage and enactment.

ENACTED this ____ day of _____, 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

Date of First Reading: June 21, 2022
Date of Second Reading/Final Hearing: July 19, 2022
Date of Publication:

July 8, 2022

VIA EMAIL

Ms. Kim Kilgore
Plan Administrator
City of Fernandina Beach
2503 Del Prado Blvd. S. Suite 502
Cape Coral, FL 33904

Re: City of Fernandina Beach
General Employees' Pension Plan

Dear Kim:

In response to your email dated June 24, 2022, we have reviewed the proposed Ordinance 2022-15 amending the City of Fernandina Beach General Employees' Pension Plan. The following amendment to the pension plan is proposed:

Section 62-99 - Reemployment after retirement

- Discontinuation of normal retirement benefits while reemployed by the City as a full-time general employee.
- Discontinuation of early retirement benefits while reemployed by the City in any capacity.
- Elimination of subsequent benefit accrual during reemployment.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to the following office:

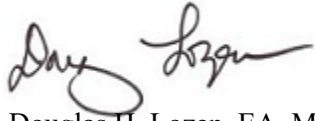
Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Ms. Kim Kilgore
July 8, 2022
Page 2

The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualified Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas H. Lozen". The signature is fluid and cursive, with the first name "Douglas" and last name "Lozen" clearly distinguishable.

Douglas H. Lozen, EA, MAAA
DHL/lke

Cc via email: Pedro Herrera, Board Attorney
Katie Newton, Legal Assistant

July 8, 2022

VIA EMAIL

Ms. Kim Kilgore
Plan Administrator
City of Fernandina Beach
2503 Del Prado Blvd. S. Suite 502
Cape Coral, FL 33904

Re: City of Fernandina Beach
Police Officers' and Firefighters' Pension Plan

Dear Kim:

In response to your email dated June 24, 2022, we have reviewed the proposed Ordinance 2022-15 amending the City of Fernandina Beach Police Officers' and Firefighters' Pension Plan. The following amendments to the pension plan are proposed:

Section 62-111. - Definitions

- Is being amended to provide that the Police Chief and Fire Chief have the option of participating in the Police Officers' and Firefighters' Pension Plan.

Section 62-139 - Reemployment after retirement

- Discontinuation of normal retirement benefits while reemployed by the City as a full-time police officer or firefighter.
- Discontinuation of early retirement benefits while reemployed by the City in any capacity.
- Elimination of subsequent benefit accrual during reemployment.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

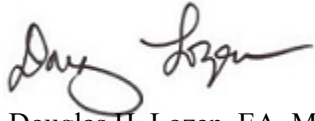
Ms. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

Ms. Kim Kilgore
July 8, 2022
Page 2

The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualified Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas H. Lozen". The signature is fluid and cursive, with the first name "Douglas" written in a larger, more prominent script than the last name "Lozen".

Douglas H. Lozen, EA, MAAA
DHL/lke

Cc via email: Pedro Herrera, Board Attorney
Katie Newton, Legal Assistant

July 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, July 19, 2022, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2022-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 62, ARTICLE III, GENERAL EMPLOYEE'S PENSION PLAN, SECTION 62-99 BY PROHIBITING RECEIPT OF BENEFITS BY RETIREES WHILE REEMPLOYED BY THE CITY AND BY ELIMINATING A SUBSEQUENT PENSION BENEFIT TO ACCRUE WHILE REEMPLOYED; AMENDING ARTICLE IV, FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN, SECTION 62-111, BY AMENDING DEFINITIONS TO PROVIDE THAT THE POLICE CHIEF AND FIRE CHIEF HAVE THE OPTION OF PARTICIPATING IN THE CITY FIREFIGHTERS' AND POLICE OFFICERS' AND PENSION PLAN; AMENDING SECTION 62-139 BY PROHIBITING RECEIPT OF BENEFITS BY POLICE AND FIRE PENSION PLAN RETIREES WHILE REEMPLOYED BY THE CITY AS A GENERAL EMPLOYEE (NOT POLICE OFFICER OR FIREFIGHTER) AND BY ELIMINATING A SUBSEQUENT PENSION BENEFIT TO ACCRUE WHILE REEMPLOYED; 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: Ordinance 2022-16
Code Amendment - No Smoking in Public Parks and Beaches

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2022-16 at First Reading.

SYNOPSIS: On June 24, 2022, Governor Ron DeSantis signed HB 105 which is different than SB 224 but also allows municipalities to prohibit smoking in City parks and on City beaches. This item is placed on the agenda at the request of Mayor Lednovich.

This item was approved by the Commission at First Reading on June 21 with changes to the "WHEREAS" clauses to reference litter. City Attorney Bach has made an additional changes clarifying penalties and referencing the version of the bill signed by Governor DeSantis (Ch. 2022-213 Laws of Florida). If approved, this Ordinance will return to the Commission August 16 for a Third and Final Reading.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2022-16 at Second Reading.

Monica Benischeck, Administrative Services Manager	6/29/2022
Dale Martin, City Manager	7/11/2022
Tammi E. Bach, City Attorney	7/11/2022

Date: June 27, 2022

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2022-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 42, ENVIRONMENT, ARTICLE II, NUISANCES, DIVISION 2, HEALTH NUISANCES, AMENDING SECTION 42-61 BY INCLUDING SMOKING ON CITY BEACHES AND IN CITY PARKS AS PUBLIC HEALTH NUISANCES; CREATING SECTION 42-63 DEFINITIONS; CREATING SECTION 42-64 PROHIBITING SMOKING ON CITY BEACHES AND IN CITY PARKS; **CREATING SECTION 42-65 PROVIDING FOR PENALTIES**; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, secondhand smoke causes coronary artery disease, asthma attacks, heart disease, asthma attacks, heart attacks, stroke and lung cancer in adults and Sudden Infant Death Syndrome, middle ear infections, bronchitis, asthma, pneumonia and low birth weight in children;

WHEREAS, secondhand smoke is especially dangerous to children whose bodies are still developing and who are particularly vulnerable to the poisons of secondhand smoke;

WHEREAS, with smoking and smoking-related illnesses in the top four leading causes of death in Fernandina Beach and Nassau County, prohibiting smoking on City beaches and in City parks frequented by children and adults will help to reduce these statistics and serve as a means to improve health outcomes for residents and visitors to Fernandina Beach;

WHEREAS, another significant issue with tobacco smoking on City beaches and in City parks is litter consisting of used cigarette filters, also known as “cigarette butts” which contain hazardous substances that can be toxic to animals;

WHEREAS, this ordinance is intended to protect the health, safety and welfare of city residents and visitors by prohibiting smoking on City beaches and in City parks, including beach parks;

WHEREAS, ordinance is intended to protect the environment from litter that can be toxic to animals and humans;

WHEREAS, as of July 1, 2022, the Florida Legislature has enacted **Senate Bill 224 Ch. 2022-213 Laws of Florida** which permits municipalities and counties to restrict smoking on their local beaches and in local parks; and

WHEREAS, the City Commissions wishes to protect the health, safety and welfare of its residents, and visitors and animals in the environment by prohibiting smoking on City beaches and in City parks.

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

SECTION 1. It is hereby proposed that Chapter 42, Article II, Nuisances, Division 2, Health Nuisances, Section 42-61 of the Code of Ordinances, City of Fernandina Beach, Florida is amended to read as follows:

Sec. 42-61. - Enumerated.

Public nuisances affecting health shall include but not be limited to the following acts, omissions, conditions, or things:

- (1) All decayed, harmfully adulterated, or unwholesome food or drink sold or offered for sale to the public.
- (2) Carcasses of animals, birds or fowl not buried or otherwise disposed of in a sanitary manner within 24 hours after death.
- (3) Accumulations of decayed animal or vegetable matter, trash, rubbish, rotting lumber, bedding, packing material, scrap metal, or any material whatsoever in which flies, mosquitoes, disease-carrying insects, rats, or other vermin may breed.
- (4) All stagnant water in which mosquitoes, flies or other insects can multiply.
- (5) Garbage cans which are not flytight.
- (6) The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash, or industrial dust within the City limits in quantities so as to endanger the health of persons of ordinary sensibilities or to threaten or cause substantial injury to property.
- (7) The pollution of any public well or cistern, stream, lake, canal, or body of water by sewage, creamery or industrial wastes, or other substances.
- (8) Any use of property, substances or things within the City emitting or causing any foul, offensive, noisome, nauseous, noxious, or disagreeable odors, effluvia or stenches extremely repulsive to the physical senses of ordinary persons which annoy, discomfort, injure, or inconvenience the health of any appreciable number of persons within the City.
- (9) Smoking in City parks or on City beaches, except as provided in Section 386.209, Florida Statutes.

SECTION 2. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, Chapter 42, Article II, Division 2, Health Nuisances, be hereby amended by adding a section to be numbered 42-63, which section shall read as follows:

42-63. Definitions.

- (a) “Secondhand smoke,” also known as environmental tobacco smoke (ETS), means smoke emitted from lighted, smoldering, or burning tobacco when the smoker is not inhaling; smoke emitted at the mouthpiece during puff drawing; and smoke exhaled by the smoker.
- (b) “Smoking” means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product.

SECTION 3. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, Chapter 42, Article II, Division 2, Health Nuisances, be hereby amended by adding a section to be numbered 42-64, which section shall read as follows:

42-64. Smoking Prohibited Beaches and Parks.

(a) Smoking is a public health nuisance and is strictly prohibited in all City parks and on City beaches, with the exception of the smoking of unfiltered cigars. ~~that do not contain a filter or plastic tip or the smoking of pipe tobacco in a pipe.~~

(b) Any signage installed by the City prohibiting smoking in City parks and on City beaches must state that “smoking is prohibited except as provided in Section 386.209, Florida Statutes”, and the sign must provide a scannable quick response code linked to this Florida Statute.

SECTION 4. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, Chapter 42, Article II, Division 2, Health Nuisances, be hereby amended by adding a section to be numbered 42-65, which section shall read as follows:

Sec. 42-65. – Penalties.

Any person who violates this Division may receive a citation and civil penalty in the amount of \$75.00, and if such violator wishes to appeal the citation, they must do so in accordance with Section 2-399 of this Code.

SECTION 5. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 6. This Ordinance shall become effective immediately upon enactment.

ENACTED this _____ day of August, 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: June 21, 2022
Date of Second Reading: July 19, 2022
Date of Third/Final Reading:
Date of Publication:

CHAPTER 2022-213

Committee Substitute for House Bill No. 105

An act relating to the regulation of smoking by counties and municipalities; revising the title of part II of ch. 386, F.S.; amending s. 386.201, F.S.; revising a short title; amending s. 386.209, F.S.; authorizing counties and municipalities to further restrict smoking within the boundaries of public beaches and public parks under certain circumstances; providing an exception; amending ss. 381.84 and 386.211, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Part II of chapter 386, Florida Statutes, entitled “INDOOR AIR: SMOKING AND VAPING,” is renamed “SMOKING AND VAPING.”

Section 2. Section 386.201, Florida Statutes, is amended to read:

386.201 Short title ~~Popular name.~~—This part may be cited as by the ~~popular name~~ the “Florida Clean Indoor Air Act.”

Section 3. Section 386.209, Florida Statutes, is amended to read:

386.209 Regulation of smoking preempted to state.—This part expressly preempts regulation of smoking to the state and supersedes any county or municipal ~~municipal or county~~ ordinance on the subject; however, counties and municipalities may further restrict smoking within the boundaries of any public beaches and public parks that they own, except that they may not further restrict the smoking of unfiltered cigars. A municipality may further restrict smoking within the boundaries of public beaches and public parks that are within its jurisdiction but are owned by the county, unless such restriction conflicts with a county ordinance, except that they may not further restrict the smoking of unfiltered cigars. School districts may further restrict smoking by persons on school district property. This section does not preclude the adoption of county or municipal ~~municipal or county~~ ordinances that impose more restrictive regulation on the use of vapor-generating devices than is provided in this part.

Section 4. Paragraph (h) of subsection (3) of section 381.84, Florida Statutes, is amended to read:

381.84 Comprehensive Statewide Tobacco Education and Use Prevention Program.—

(3) PROGRAM COMPONENTS AND REQUIREMENTS.—The department shall conduct a comprehensive, statewide tobacco education and use prevention program consistent with the recommendations for effective program components contained in the 1999 Best Practices for Comprehensive Tobacco Control Programs of the CDC, as amended by the CDC. The

program shall include the following components, each of which shall focus on educating people, particularly youth and their parents, about the health hazards of tobacco and discouraging the use of tobacco:

(h) *Enforcement and awareness of related laws.*—In coordination with the Department of Business and Professional Regulation, the program shall monitor the enforcement of laws, rules, and policies prohibiting the sale or other provision of tobacco to minors, as well as the continued enforcement of the Florida Clean Indoor Air Act prescribed in chapter 386. The advertisements produced in accordance with paragraph (a) may also include information designed to make the public aware of these related laws and rules. The departments may enter into interagency agreements to carry out this program component.

Section 5. Section 386.211, Florida Statutes, is amended to read:

386.211 Public announcements in mass transportation terminals.—Announcements about the Florida Clean ~~Indoor~~ Air Act shall be made regularly over public address systems in terminals of public transportation carriers located in metropolitan statistical areas with populations over 230,000 according to the latest census. These announcements shall be made at least every 30 minutes and shall be made in appropriate languages. Each announcement must include a statement to the effect that Florida is a clean ~~indoor~~ air state and that smoking and vaping are prohibited except as provided in this part.

Section 6. This act shall take effect July 1, 2022.

Approved by the Governor June 24, 2022.

Filed in Office Secretary of State June 24, 2022.